



January 16, 2025

Board of Directors  
Ventura Regional Sanitation District  
Ventura, California

**CONSIDER PROPOSED AMENDMENT NO. 4 TO DISTRICT CONTRACT NO. 22-018 WITH DRAGOMIR DESIGN-BUILD, INC. TO PROVIDE CONSTRUCTION QUALITY ASSURANCE (CQA) SERVICES FOR THE CONSTRUCTION OF PHASE 4C AT THE TOLAND ROAD LANDFILL TO INCREASE THE CONTRACT IN AN AMOUNT NOT TO EXCEED \$24,488 FOR A REVISED TOTAL COMPENSATION AMOUNT NOT TO EXCEED \$1,392,094.**

**RECOMMENDATION**

Approve, and Authorize the Board Chair to sign, Amendment No. 4 to District Contract No. 22-018 with Dragomir Design-Build, Inc. to provide construction quality assurance (CQA) services for the construction of Phase 4C at the Toland Road Landfill (TRL) to increase the contract in an amount not to exceed \$24,488 for a revised total compensation amount not to exceed \$1,392,094.

**FISCAL IMPACT**

The additional \$24,488 requested is within the total \$14.5 Million Toland Road Landfill Phase 4C Liner Expansion Project budget presented to the Board on March 7, 2024.

**BACKGROUND**

On September 1, 2022, the District approved VRSD Contract No. 22-018 with Dragomir Design-Build, Inc. (Dragomir) in the amount of \$557,300 to:

1. Prepare and complete all necessary plans, drawings, diagrams, and documents for the construction of Phase 4C/D of the Toland Road Landfill;
2. Coordinate the clay liner investigation related to Phase 4C/D;
3. Review relevant data and prepare the bid package for the mass excavation;
4. Oversee the mass excavation project related to Phase 4C/D; and
5. Research, design, and assist District in applying for and obtaining required regulatory permits for the Evaporative Transpiration (ET) Final Cover that will be the new final cover for the Toland Road Landfill after it has reached its permitted final height.

On May 4, 2023, your Board approved Amendment No. 1 to District Contract No. 22-018 with Dragomir, which added funding of \$69,390 to investigate and report on a slope stability issue in the perimeter slope on the south side of Phase 4C.

On January 18, 2024, your Board approved Amendment No. 2 to District Contract No. 22-018 with Dragomir, which added funding of \$43,000 to evaluate and design the expansion of cell 4C at the Toland Road Landfill beyond what was initially envisioned in September 2022.

On June 6, 2024, your Board approved Amendment No. 3 to District Contract No. 22-018 for Dragomir Design Build to provide project management and construction quality assurance (CQA) during construction of Phase 4C liner project. This amendment added funding in the amount of \$697,916 to provide these services, which included Project oversight, Mapping, Lab testing, Final CQA reports, and Regional Water Quality Control Board (RWQCD) coordination and inspections as recapped below:

<u>Scope of Services</u>	<u>Fee Summary</u>
Task 1: Project Management, Engineering Support, Meetings	\$ 76,416
Task 2: CQA Field Services	\$ 459,600
Task 3: CQA Lab Testing	\$ 106,000
Task 4: Subgrade Geologic Mapping	\$ 11,750
Task 5: Final CQA Reports	<u>\$ 44,150</u>
<b>Total:</b>	<b>\$ 697,916</b>

## **PROPOSAL**

During the construction phase of the Phase 4C Project (Project), several landfill conditions were unexpectedly encountered that resulted in nine (9) change orders to the construction contract with Sukut, which resulted in \$1,616,039 of additional costs and the addition of 20 working days to the original 120 days in Contract No. 24-001. These additional working days were approved by the VRSD Board on October 3, 2024 (see Attachment 2). The contractor ultimately worked 123 days.

Because of these changes in ground conditions at the Toland Road Landfill, Phase 4C Project area, the construction contractor, Sukut, working with VRSD Staff and Dragomir, requested District approval to increase its workday hours from 8-hours/day to 10-hours/day and sometimes to 12-hours/day in order to compensate for the additional work related to the unexpected ground conditions in the Phase 4C Project area. The contractor also brought in additional crews in an effort to maintain the project schedule, specifically the liner crew, which had the largest impact on the CQA team

In Amendment 3 Dragomir design Build listed an amount of \$459,600 for the CQA portion of the project. This was based on 120 day project with the contractor working 8 hours a

day and an additional 2 hour a day for the CQA team to do paper work. It was also based on the Lead CQA Monitor being on site for 120 day and the CQA officer being on site for 96 days. Once Sukut changed the work hours and the change in conditions at the site this required the Dragomir CQA team to work extra hours per day above the projected amount. This also included working Saturdays.

The additional two hours per day resulted in an additional cost of \$51,150. Due to the problems encountered with the site, the CQA Officer was required to be on the site to address the engineering related solutions to the problem, and this resulted in less total work days for the Lead CQA Monitor resulting in a credit of \$37,700. Finally, the total work days for the CQA portion of the project exceeded 120 days by three days, and this added an additional \$7,038 to the cost. This was billed at the reduced rate with only the CQA Officer and not the CQA Monitor. These changes resulted in a total CQA shortage of \$24,488.00. These costs are out line below:

<b>Extra cost due to 12 hr day</b>	\$ 55,150.00
<b>Credit for CQA</b>	<b>\$(37,700.00)</b>
<b>3 extra Days at 2345</b>	\$ 7,038.00
<b>Total Change needed</b>	<b>\$ 24,488.00</b>

As a result of the additional work by the Dragomir CQA team, District staff is recommending that the Board approve an amendment to Contract No. 22-018, as amended, to increase the funding for Task 2 by \$24,488.

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 at richardjones@vrsd.com.



RICHARD JONES, DIRECTOR OF OPERATIONS

APPROVED FOR FISCAL IMPACT:

  
Alvertina Rivera, Director of Finance

APPROVED FOR AGENDA:

  
Chris Theisen, General Manager

- Attachments:
1. Amendment No. 4 to VRSD Contract No. 22-018
  2. Board letter from October 3, 2024, Item 6, Approval of Sukut Change Orders 1-8.

**VENTURA REGIONAL SANITATION DISTRICT**  
**AMENDMENT NO. 4 TO VRSD CONTRACT NO. 22-018**  
**AGREEMENT FOR LANDFILL DESIGN SERVICES**  
**BETWEEN**  
**VENTURA REGIONAL SANITATION DISTRICT**  
**AND**  
**DRAGOMIR DESIGN-BUILD, INC.**

THIS AMENDMENT to VRSD CONTRACT NO. 22-018 is made and entered into this 16<sup>th</sup> day of January 2025, by and between the VENTURA REGIONAL SANITATION DISTRICT, a public agency formed pursuant to California Health & Safety Code Section 4700 et seq. (“DISTRICT” or “VRSD”) and DRAGOMIR DESIGN-BUILD, INC., a California Corporation (“CONSULTANT” or “Dragomir”), 3524 El Camino Real, Atascadero, CA 93422 Together, DISTRICT and CONSULTANT shall be referred to herein as Parties.

**RECITALS**

A. On September 1, 2022, DISTRICT and CONSULTANT entered into VRSD Contract No. 22-018, Agreement for Landfill Design Services (“Agreement”), wherein CONSULTANT agreed to provide landfill design services to the DISTRICT for the DISTRICT’s active and closed landfills that the DISTRICT either owns or operates.

B. Parties entered into Amendment No. 1 to the Agreement on May 4, 2023, for additional slope stabilization studies and work at the DISTRICT’s Toland Road Landfill.

C. Parties entered into Amendment No. 2 to the Agreement on January 18, 2024, for evaluation and design of the expansion of cell 4C at the DISTRICT’s Toland Road Landfill.

D. Parties entered into Amendment No. 3 to the Agreement on June 6, 2024, for Construction Quality Assurance (CQA) services and other related work for the expansion of cell 4C at the DISTRICT’s Toland Road Landfill.

D DISTRICT and CONSULTANT acknowledge and agree that additional work beyond what was anticipated in Amendment No 3 to DISTRICT Contract No. 22-018 has been provided by CONSULTANT and that additional compensation is necessary for additional CQA services during the construction of Phase 4C at the Toland Road Landfill and that this can be accomplished by amending VRSD Contract No. 22-018 accordingly.

**AMENDMENT TERMS AND CONDITIONS**

**NOW, THEREFORE**, based upon valuable consideration below, the recitals above, and Article 13 of the VRSD Contract No. 22-018, it is mutually agreed by and between the Parties:

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

“B. Total fees or compensation to be paid by DISTRICT to CONSULTANT for CONSULTANT’s services described herein shall not exceed \$1,392,094 without a mutually acceptable, written amendment hereto.”

2. The following language shall be added to Exhibit A: Statement of Work & Rate Sheet, Section IV. SCOPE OF WORK AND FEE FOR CONSTRUCTION QUALITY ASSURANCE (CQA) SERVICES FOR PHASE 4C LINER EXPANSION PROJECT AT TOLAND ROAD LANDFILL, TASK 2; CQA FIELD

SERVICES SUBTASK 2.D. (i.e., number of work days and hours per day worked):

Cost for 12-hour days in lieu of 10-hour days	\$55,150
Credit for CQA Services	(\$37,700)
Cost for three (3) additional days of CQA at \$2,435 per day	<u>\$7,038</u>
	\$24,488

The following language replacement shall be made to Exhibit A: Statement of Work & Rate Sheet, Section IV. SCOPE OF WORK AND FEE FOR CONSTRUCTION QUALITY ASSURANCE (CQA) SERVICES FOR PHASE 4C LINER EXPANSION PROJECT AT TOLAND ROAD LANDFILL, TASK 2; CQA FIELD SERVICES, SUBTASK 2.D:

From: "Fee: \$459,600"  
To: "Fee: \$484,088"

The following language replacement shall be made to Exhibit A to the total cost of CQA Field Services as described in Amendment No. 3 to DISTRICT Contract No. 22-018:

From: "Total Fee: \$697,916"  
To: "Total Fee: \$722,404"

3. A copy of the original VRSD Contract No. 22-018 and Amendment No. 1, Amendment No. 2, and Amendment 3 thereto are attached to this Amendment as Exhibit "1" and incorporated herein by this reference. VRSD Contract No. 22-018 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, INC.

By \_\_\_\_\_  
DAVID NEWMAN  
Chairman of the Board

By \_\_\_\_\_  
CHRIS DRAGOMIR  
Principal

ATTEST:

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

**VENTURA REGIONAL SANITATION DISTRICT**  
**AMENDMENT NO. 3 TO VRSD CONTRACT NO. 22-018**  
**AGREEMENT FOR LANDFILL DESIGN SERVICES**  
**BETWEEN**  
**VENTURA REGIONAL SANITATION DISTRICT**  
**AND**  
**DRAGOMIR DESIGN-BUILD, INC.**

THIS AMENDMENT to VRSD CONTRACT NO. 22-018 is made and entered into this 6<sup>th</sup> day of June 2024, by and between the VENTURA REGIONAL SANITATION DISTRICT, a public agency formed pursuant to California Health & Safety Code Section 4700 et seq. (“DISTRICT” or “VRSD”) and DRAGOMIR DESIGN-BUILD, INC., a California Corporation (“CONSULTANT” or “Dragomir”), 3524 El Camino Real, Atascadero, CA 93422 Together, DISTRICT and CONSULTANT shall be referred to herein as Parties.

**RECITALS**

A. On September 1, 2022, DISTRICT and CONSULTANT entered into VRSD Contract No. 22-018, Agreement for Landfill Design Services (“Agreement”), wherein CONSULTANT agreed to provide landfill design services to the DISTRICT for the DISTRICT’s active and closed landfills that the DISTRICT either owns or operates.

B. Parties entered into Amendment No. 1 to the Agreement on May 4, 2023, for additional slope stabilization studies and work.

C. Parties entered into Amendment No. 2 to the Agreement on January 18, 2024, for evaluation and design of the expansion of cell 4C.

D DISTRICT and CONSULTANT acknowledge and agree that additional work and compensation is necessary for additional CQA services during the construction of Phase 4C at the Toland Road Landfill and that this can be accomplished by amending VRSD Contract No. 22-018 accordingly.

**AMENDMENT TERMS AND CONDITIONS**

**NOW, THEREFORE**, based upon valuable consideration below, the recitals above, and Article 13 of the VRSD Contract No. 22-018, it is mutually agreed by and between the Parties:

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

“B. Total fees or compensation to be paid by DISTRICT to CONSULTANT for CONSULTANT’s services described herein shall not exceed \$1,367,606 without a mutually acceptable, written amendment hereto.”

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

**IV. SCOPE OF WORK AND FEE FOR CONSTRUCTION QUALITY ASSURANCE (CQA) SERVICES FOR PHASE 4C LINER EXPANSION PROJECT AT TOLAND ROAD LANDFILL:**

The Dragomir CQA Project team will be as follows:

- Cris Dragomir, Lead CQA Monitor, CONSULTANT
- Oakridge Geoscience, Inc. (OGI), Geotechnical Consultants
- Union Materials Testing , Inc. (UMT)
- Tri Environmental
- Cal Poly San Luis Obispo Geotechnical Laboratory.

**TASK 1: PROJECT MANAGEMENT, COORDINATION, MEETINGS**

- A. The Dragomir CQA Team will use the Project specific construction drawings, specifications, and CQA plans to perform project management work, coordinate CQA Team activities with the Contractor's work and workers, and conduct meetings of relevant personnel assigned to this Project.
- B. The CQA testing requirements for the Project will be compiled in tabular form and will define the test type, frequency, passing criteria, and pass/fail results.
- C. The Team will also collect, review, and approve the contractor and/or geosynthetics manufacturer's QC data within the time frames established in the Project's contract documents.
- D. CONSULTANT has included time for coordination and meetings in this task.
- E. The time allocated for this TASK will be used for coordination with the Contractor, Contractor's subs, review of QC data, review and response to project submittals, weekly meetings, and preparation of weekly meeting minutes and agendas.

Deliverables: Meeting agendas and meeting minutes. CQA testing requirements. Collection and safe-keeping of Contractor and/or Geosynthetic Manufacturer's QC data.

Fee: \$76,416

**TASK 2: CQA FIELD SERVICES**

- A. Dragomir has budgeted to provide full-time CQA services for an estimated construction period of 120 days (approximately 6 months).
- B. The goal of the CQA team is to timely record and provide full documentation in accordance with the Project CQA plans to ensure the overall Project conforms to the construction drawings and specifications.
- C. CONSULTANT shall assign one full-time CQA Monitor, one part-time Soils Testing CQA, and one part-time CQA Officer during the term of the Project, or the time it takes to complete the Phase 4C Expansion Project.
- D. The CQA Team shall work 5 days per week, 10 hours per day (i.e., 2 hours in addition to the contractor's 8-hour day to account for reporting tasks, shipping of materials, and general correspondence) during the 120 days projected for this Project.



- E. If it becomes apparent to CONSULTANT and DISTRICT that additional CQA personnel are needed on-site to fulfill TASK 2, CONSULTANT is prepared to mobilize additional, qualified CQA Monitors, as necessary, with DISTRICT approval.
- F. Given the Project schedule, Dragomir has reserved the services of the Lead CQA Monitor identified. If the Lead CQA Monitor becomes unavailable over the course of the Project, he will be replaced temporarily by the other qualified CQA Monitors.
- G. Dragomir CQA Team will prepare daily field reports to document the following:
  - 1. Date, weather, Project I.D.
  - 2. Activities, location of work, general progress.
  - 3. Equipment and personnel present.
  - 4. Summary of field tests.
  - 5. Variances from project specification.
  - 6. Estimated quantities of materials installed and/or placed.
  - 7. Key conversations.
  - 8. Acceptance/rejection of work.

Deliverables: Daily field reports as described above (which will also be included in the Final CQA Reports as detailed below).

Fee: \$459,600 (or \$3,830/day x 120 days)<sup>1</sup>

#### TASK 3: CQA LAB TESTING

- A. All CQA lab testing costs for this Project shall be captured or covered by the fee under TASK 3.
- B. All CQA lab testing shall be performed by a dedicated Soils Testing CQA person.
- C. UMT shall mobilize onsite (TRL) at the call of the Lead CQA Monitor or CQA Officer.
- D. All CQA lab testing must follow the Project's CQA Plans.
- E. CONSULTANT shall contract directly with TRI Environmental (TRI) for all geomembrane testing, both conformance testing during manufacturing and testing of samples obtained during field installation. TRI testing cost shall be captured or covered by the fee in TASK 3.
- F. CONSULTANT agrees that it shall be responsible for all shipping charges from the Project Site to TRI lab location in Anaheim, CA.

Deliverables: Laboratory test results (which shall also be included in the Final CQA Reports).

Fee: \$106,000

#### TASK 4: SUBGRADE GEOLOGIC MAPPING

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<sup>1</sup> In the unlikely event that CQA Field Services are needed for this Project that go beyond 120 days, CONSULTANT and DISTRICT agree to set a per day rate for such additional days so long as the daily rate for CQA Field Services does not exceed \$3,830.00/day.

- A. Geologically map the finished subgrade as required by the TRL Facility permits.
- B. Dragomir CQA Team member, Craig Prentice, P.G., C.E.G., shall perform geologic mapping of the completed floor and slope liner grades.

Deliverables: Geology map and summary geologic report (which shall also be included in the Final CQA Report).

Fee: \$11,750

**TASK 5: FINAL CQA REPORTS**

- A. Following the completion of the Project, CONSULTANT shall prepare a Final CQA Report to address the requirements of the Project construction documents.
- B. The Final CQA Report shall document how the construction activities were performed in general compliance with the requirements of the construction drawings and specifications.
- C. A Draft electronic Final CQA Report shall be delivered to VRSD for review and comments within two (2) weeks of Project completion. CONSULTANT agrees to fully cooperate with DISTRICT on any DISTRICT comments, edits, additions or other modifications to the Final CQA Report.
- D. The Final stamped electronic CQA Report shall be delivered to VRSD within two (2) weeks of CONSULTANT receiving VRSD's comments on the Draft CQA Report.
- E. The Final CQA Report must be stamped by Cris Dragomir, P.E., a State of California licensed Civil Engineer as required by the Professional Engineers Act (CA Bus. & Prof. Code § 6700 et seq.)

Deliverables: Draft electronic CQA Report for VRSD review and comment; Cooperate fully with DISTRICT in making reasonable changes to the CQA Report; Provide a Final stamped electronic CQA Report and one hard copy of the Final stamped CQA Report to the DISTRICT; and Provide reasonable support needed by DISTRICT in any subsequent interactions with any federal, state, or local regulatory officials regarding the Phase 4C Expansion Project and the Final CQA Report.

Fee: \$44,150

**Total Fee: \$697,916**

3. A copy of the original VRSD Contract No. 22-018 and Amendment No. 1 and Amendment No. 2 thereto are attached to this Amendment as Exhibit "1" and incorporated herein by this reference. VRSD Contract No. 22-018 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

By David Newman  
David Newman (Jun 6, 2024 14:34 PDT)  
DAVID NEWMAN  
Chairman of the Board

DRAGOMIR DESIGN-BUILD, INC.

By Chris Dragomir  
Chris Dragomir (Jun 6, 2024 13:10 PDT)  
CHRIS DRAGOMIR  
Principal

ATTEST:

By Mayra Rodriguez  
Mayra Rodriguez (Jun 6, 2024 13:03 PDT)  
MAYRA RODRIGUEZ  
Clerk of the Board

APPROVED AS TO FORM:

NOSSAMAN, LLP

By Robert N Kwong  
Robert N Kwong (Jun 7, 2024 14:52 PDT)  
ROBERT N. KWONG  
Legal Counsel for District

APPROVED AS TO ADMINISTRATION

By Chris Theisen  
CHRIS THEISEN  
General Manager

**VENTURA REGIONAL SANITATION DISTRICT**  
**AMENDMENT NO. 2 TO VRSD CONTRACT NO. 22-018**  
**AGREEMENT FOR LANDFILL DESIGN SERVICES**  
**BETWEEN**  
**VENTURA REGIONAL SANITATION DISTRICT**  
**AND**  
**DRAGOMIR DESIGN-BUILD, INC.**

THIS AMENDMENT to VRSD CONTRACT NO. 22-018 is made and entered into this 18<sup>th</sup> day of January 2024, by and between the VENTURA REGIONAL SANITATION DISTRICT, a public agency formed pursuant to California Health & Safety Code Section 4700 et seq. (“DISTRICT”) and DRAGOMIR DESIGN-BUILD, INC., a California Corporation (“CONSULTANT”), 3524 El Camino Real, Atascadero, CA 93422 Together, DISTRICT and CONSULTANT shall be referred to herein as Parties.

**RECITALS**

A. On September 1, 2022, DISTRICT and CONSULTANT entered into VRSD Contract No. 22-018, Agreement for Landfill Design Services (“Agreement”), wherein CONSULTANT agreed to provide landfill design services to the DISTRICT for the DISTRICT’s active and closed landfills that the DISTRICT either owns or operates.

B. Since the commencement of work on this Agreement, the PARTIES have determined that circumstances surrounding Phase 4C at the Toland Road Landfill necessitate changes to the scope of work and corresponding compensation in the VRSD Contract No. 22-108.

C. Parties entered into Amendment No. 1 to the Agreement on May 4, 2023, for additional slope stabilization studies and work.

D. DISTRICT and CONSULTANT acknowledge and agree that additional work and compensation is necessary for design change and related work for the expanded Phase 4C project at Toland Road Landfill and that this can be accomplished by amending VRSD Contract No. 22-018 accordingly.

**AMENDMENT TERMS AND CONDITIONS**

**NOW, THEREFORE**, based upon valuable consideration below, the recitals above, and Article 13 of the VRSD Contract No. 22-018, it is mutually agreed by and between the Parties:

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

“B. Total fees or compensation to be paid by DISTRICT to CONSULTANT for CONSULTANT’s services described herein shall not exceed \$669,690 without a mutually acceptable, written amendment hereto.”

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

**III. SCOPE OF WORK & ESTIMATE COST OF TASKS RELATED TO TOLAND ROAD LANDFILL PHASE 4C PERIMETER SLOPE STABILITY ASSESSMENT STUDY & REPORT:**

1. Additional design and geological review for the expanded area for Phase 4C.


**Total Estimated Fee: \$43,000**

3. A copy of the original VRSD Contract No. 22-018 and Amendment No. 1 thereto are attached to this Amendment as Exhibit "1" and incorporated herein by this reference. VRSD Contract No. 22-018 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, INC.

By   
Kevin Kildee (Jan 22, 2024 12:09 PST)  
KEVIN KILDEE  
Chairman of the Board

By   
Cris Dragomir (Jan 19, 2024 13:06 PST)  
CHRIS DRAGOMIR  
Principal

ATTEST:

By   
Mayra Rodriguez (Jan 16, 2024 12:56 PST)  
Mayra RODRIGUEZ  
Clerk of the Board

APPROVED AS TO FORM:

ARNOLD, LAROCHELLE,  
MATHEWS, VANCONAS & ZIRBEL, LLP

By   
Robert Kwong (Jan 19, 2024 11:57 PST)  
ROBERT N. KWONG  
Legal Counsel for District

APPROVED AS TO ADMINISTRATION

By   
CHRIS THEISEN  
General Manager

**VENTURA REGIONAL SANITATION DISTRICT**  
**AMENDMENT NO. 1 TO VRSD CONTRACT NO. 22-018**  
**AGREEMENT FOR LANDFILL DESIGN SERVICES**  
**BETWEEN**  
**VENTURA REGIONAL SANITATION DISTRICT**  
**AND**  
**DRAGOMIR DESIGN-BUILD, INC.**

THIS AMENDMENT to VRSD CONTRACT NO. 22-018 is made and entered into this 4<sup>th</sup> day of May 2023, by and between the VENTURA REGIONAL SANITATION DISTRICT, a public agency formed pursuant to California Health & Safety Code Section 4700 et seq. (“DISTRICT”) and DRAGOMIR DESIGN-BUILD, INC., a California Corporation (“CONSULTANT”), 3524 El Camino Real, Atascadero, CA 93422 Together, DISTRICT and CONSULTANT shall be referred to herein as Parties.

**RECITALS**

A. On September 1, 2022, DISTRICT and CONSULTANT entered into VRSD Contract No. 22-018, Agreement for Landfill Design Services (“Agreement”), wherein CONSULTANT agreed to provide landfill design services to the DISTRICT for the DISTRICT’s active and closed landfills that the DISTRICT either owns or operates.

B. Since the commencement of work on this Contract, the PARTIES have determined that circumstances surrounding Phase 4C at the Toland Road Landfill necessitate changes to the scope of work and corresponding compensation in the VRSD Contract No. 22-108.

C. DISTRICT and CONSULTANT acknowledge and agree that additional work and compensation is necessary for the Phase 4C project at Toland Road Landfill and that this can be accomplished by amending VRSD Contract No. 22-018 accordingly.

**AMENDMENT TERMS AND CONDITIONS**

**NOW, THEREFORE**, based upon valuable consideration below, the recitals above, and Article 13 of the VRSD Contract No. 22-018, it is mutually agreed by and between the Parties:

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

“B. Total fees or compensation to be paid by DISTRICT to CONSULTANT for CONSULTANT’s services described herein shall not exceed \$626,690 without a mutually acceptable, written amendment hereto.”

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

**III. SCOPE OF WORK & ESTIMATE COST OF TASKS RELATED TO TOLAND ROAD LANDFILL PHASE 4C PERIMETER SLOPE STABILITY ASSESSMENT STUDY & REPORT:**

1. **Lidar Survey, GCPs and Engineering Support (\$14,040):**
  - a. Lidar survey approximately 5 acres of the south-east slope face.
  - b. Establish up to three (3) GCPs along the fire road, for future drone and aerial flights.
  - c. Create lidar surface.


- d. Calculate quantity of volume eroded between lidar surface and past aerial flights.
  - e. Provide lidar surface and earthwork volume client exhibits.
- 2. Geologic Mapping and Stability Analysis (\$45,300):**
- a. Conduct one hollow stem auger drill hole near the closest accessible location of the south-east slope face.
  - b. Drill hole to 100' or refusal, whichever occurs first. (VRSD hauls off cuttings and calls USA Dig Alert)
  - c. Backfill with cement bentonite grout.
  - d. Provide lab testing for classifications (fines, plasticity), strength, density, and moisture content.
  - e. Create stability section profiles and provide slope stability evaluations on up to 3 sections.
  - f. Provide geologic mapping and stability findings.
- 3. Project Management and Coordination (\$10,050):**
- a. Review and provide written comment on geologic mapping and stability calculation submittals.
  - b. Prepare or help to prepare and finalize written report on findings and any recommendations.
  - c. Cooperate with VRSD Solid Waste Operations staff and Oakridge Geoscience, Inc.
  - d. Debrief VRSD staff on findings and any recommendations.

**Total Estimated Fee: \$69,390**

3. A copy of the original VRSD Contract No. 22-018 is attached to this Amendment as Exhibit "1" and incorporated herein by this reference. VRSD Contract No. 22-018 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

By   
Kevin Kildee (May 11, 2023 16:30 PDT)  
 KEVIN KILDEE  
 Chairman of the Board

DRAGOMIR DESIGN-BUILD, INC.


By   
Cristian Dragomir (May 26, 2023 10:44 PDT)  
 CHRIS DRAGOMIR  
 Principal

ATTEST:

By   
Juliet Rodriguez (May 9, 2023 10:43 PDT)  
 JULIET RODRIGUEZ  
 Clerk of the Board

APPROVED AS TO FORM:

ARNOLD, LAROCHELLE,  
MATHEWS, VANCONAS & ZIRBEL, LLP

By   
Robert Kwong (May 9, 2025 10:54 PDT)  
ROBERT N. KWONG  
Legal Counsel for District

APPROVED AS TO ADMINISTRATION

By   
CHRIS THEISEN  
General Manager

VRSD Contract No. 22-018-1

Item# 7



**VENTURA REGIONAL SANITATION DISTRICT  
CONTRACT NO. 22-018**

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

THIS AGREEMENT is made and entered into this 1st day of September 2022, 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"), 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 Municipal Solid Waste Road Landfill ("Landfill"), located at 3500 Toland Road, Santa Paula, CA 93060.
- B. DISTRICT has a need for a consultant who has specialized knowledge or expertise and experience in providing landfill design services to the landfill owners and operators like the DISTRICT.
- C. CONSULTANT represents that it has the expertise and experience to provide landfill design services to the DISTRICT regarding the Landfill.
- D. 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 landfill design services at the Landfill.
- E. 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 and SCOPE OF SERVICES**

- A. CONSULTANT shall provide Landfill Design services to the DISTRICT as more fully described in the STATEMENT OF WORK & RATE SHEET, which is attached as Exhibit "A" to this Agreement and incorporated herein by reference.
- B. CONSULTANT shall use its best professional efforts in providing Landfill 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, 2025.

## **ARTICLE 3: INDEPENDENT CONSULTANT RELATIONSHIP**

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

## **ARTICLE 4: CONFIDENTIAL RELATIONSHIP AND OWNERSHIP OF DOCUMENTS**

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

## **ARTICLE 5: PAYMENT TO CONSULTANT**

- A. In consideration of CONSULTANT's performance of services as described herein, DISTRICT shall pay CONSULTANT fees for its services according to the schedule of rates set forth in Exhibit "A" attached and incorporated by reference herein (i.e., "time and materials"). DISTRICT shall review and approve CONSULTANT's invoices for accuracy and agree with CONSULTANT on any adjustments that may be appropriate. Such approvals shall not be unreasonably withheld. DISTRICT shall pay CONSULTANT for all approved work and materials within thirty (30) days of agreement on the amount of the invoice. In the event of disagreement with CONSULTANT on adjustments or disallowances, said amounts and disputes shall be withheld until resolved. Upon

resolution of the disagreements, payment of the approved amount shall be made within thirty (30) days after deducting therefrom all previous payments and all sums to be retained under the terms of the agreement.

- B. Total fees or compensation to be paid by DISTRICT to CONSULTANT for CONSULTANT's services described herein shall not exceed \$557,300 without a mutually acceptable, written amendment hereto.

#### **ARTICLE 6: DISTRICT'S RIGHTS**

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

#### **ARTICLE 7: INDEMNIFICATION AND HOLD HARMLESS**

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

#### **ARTICLE 8: INSURANCE**

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

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

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

#### **ARTICLE 9: ASSIGNMENT AND DELEGATION**

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

**ARTICLE 10: AUTHORITY TO EXECUTE AGREEMENT**

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

**ARTICLE 11: NO WAIVER**

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

**ARTICLE 12: PARTIAL INVALIDITY**

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

**ARTICLE 13: MODIFICATION**

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

**ARTICLE 14: CALIFORNIA LAW; VENUE**

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

**ARTICLE 15: COMPLIANCE WITH LAWS**

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

**ARTICLE 16: FORCE MAJEURE**

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

**ARTICLE 17: DISPUTE RESOLUTION**

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

**ARTICLE 18: NOTICES**

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

To CONSULTANT: 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

By Laura D. Hernandez  
Laura D. Hernandez (Sep 1, 2022 14:51 PDT)  
LAURA HERNANDEZ,  
Chairperson of the Board

By Juliet Rodriguez  
Juliet Rodriguez (Sep 1, 2022 11:50 PDT)  
JULIET RODRIGUEZ  
Clerk of the Board

APPROVED AS TO FORM

ARNOLD, LAROCHELLE,  
MATHEWS, VANCONAS & ZIRBEL, LLP

By Robert Kwong  
Robert Kwong (Sep 1, 2022 20:29 PDT)  
ROBERT N. KWONG  
Legal Counsel for District

APPROVED AS TO ADMINISTRATION

By Chris Theisen  
CHRIS THEISEN  
General Manager

DRAGOMIR DESIGN-BUILD, INC.

By Cris Dragomir  
Cris Dragomir (Aug 26, 2022 13:29 PDT)  
CHRIS DRAGOMIR  
Principal

## **EXHIBIT A**

### **SCOPE OF SERVICES & RATE SHEET**

The following, subject to DISTRICT modification, deletion or addition, specifies the Work Statement and Scope of Work (see Article 1 of Agreement) to be performed by CONSULTANT for the DISTRICT in accordance with this Agreement and the rates to be charged in connection with CONSULTANT's delivery Landfill Design services to the DISTRICT.

#### **I. PROJECT DESCRIPTION**

Consultant will: (a) prepare and complete all necessary plans, drawings, diagrams, and documents necessary for the construction of Phase 4C/D of the Toland Road Landfill; (b) coordinate the clay liner investigation related to Phase 4C/D; (c) review relevant data and prepare the bid package for the mass excavation; (d) oversee the mass excavation project related to Phase 4C/D; and (e) research, design, and assist DISTRICT in permitting for the Evaporative Transpiration (ET) Final Cover that will be the new final cover for the Toland Road Landfill after it has reached its permitted final height.

#### **II. SCOPE OF WORK / ESTIMATED COST & TIMING / DELIVERABLES**

- (1) Clay Tie-in Investigations - \$160,600 - coordinate the clay liner investigation related to Phase 4C/D
- (2) Bid Package Preparation and Review for Mass Excavation of Phase 4C/D. - \$74,500- review relevant data and prepare the bid package for the mass excavation
- (3) Mass Excavation – \$54,200 oversee the mass excavation project related to Phase 4C/D
- (4) ET Cover Design and Permitting. - \$208,000 - research, design, and assist DISTRICT in permitting for the Evaporative Transpiration (ET) Final Cover that will be the new final cover for the Toland Road Landfill after it has reached its permitted final height.
- (5) West Perimeter Slope Stabilization - \$60,000 – research current fill conditions and provide Geo Technical report to show sloop condition and recommended changes

Deliverables to include: (a) A designed report and bid package for mass excavation, (b) post mass excavation report, (c) a Regional Quality Control Board approved final cover for the Landfill

# DRAGOMIR

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## DESIGN-BUILD

### HOURLY LABOR BILLING RATES AND EXPENSE REIMBURSEMENT SCHEDULE CALENDAR YEAR 2022

LABOR CATEGORY	MAX. HOURLY RATE (U.S. \$) (NON-PREVAILING WAGE)
<b>Professional</b>	
Engineering Intern	\$50.00
Technical Writer	\$100.00
Designer/CAD Operator	\$115.00
Engineer I	\$120.00
Engineer II	\$125.00
Engineer III/Senior Designer	\$135.00
Senior Engineer	\$140.00
Project Engineer/Project Coordinator	\$150.00
Project Manager/Sr. Project Coordinator	\$185.00
Senior Project Manager	\$205.00
Principal	\$230.00
Expert Witness Testimony*	\$450.00
<b>Administrative</b>	
Project Assistant/Administrative Support	\$65.00
Senior Project Assistant	\$85.00
Graphic Designer/Research	\$120.00

Outside reproduction, special photography, postage, delivery services, express mail, out-of-area telephone calls, printing and any other services performed by others will be billed at cost plus 10%.

#### Reimbursable In-House Costs

Photo Copies (B&W 8.5"x11") ..... \$ 0.20/Each  
 Photo Copies (B&W 11"x17") ..... \$ 0.35/Each  
 Color Copies (up to 8.5"x11") ..... \$ 1.50/Each  
 Color Copies (to 11"x17") ..... \$ 2.50/Each  
 Large Format Copies ..... \$ 1.00/S.F.  
 Mileage ..... \$ 0.625/Mile or current IRS mileage rate

**NOTE:** All rates are effective to December 31, 2022. There will be a negotiated increase in rates, 5% minimum per year, for contracts extending beyond December 31, 2022.

\* Four-hour minimum



October 3, 2024

Board of Directors  
Ventura Regional Sanitation District  
Ventura, California

**CONSIDER AND APPROVE EIGHT PROPOSED CHANGE ORDERS TO VRSD CONTRACT NO. 24-001 WITH SUKUT CONSTRUCTION, LLC FOR CONSTRUCTION SERVICES RELATED TO PHASE 4C LINER EXPANSION OF THE TOLAND ROAD LANDFILL**

**RECOMMENDED ACTIONS**

1. Approve, and Direct VRSD staff to sign and issue, Change Orders 001 through 008 to VRSD Contract No. 24-001 with Sukut Construction, LLC in the aggregate amount of \$1,500,889; and
2. Approve an additional contract contingency amount of \$299,111 for a total contract increase of \$1,800,000; and
3. Approve a modified total contract price not to exceed \$11,148,121 for the Landfill Phase 4C liner Expansion Project at the Toland Road Landfill.

**FISCAL IMPACT**

The additional \$1,800,000 requested is within the Toland Road Landfill Phase 4C Liner Expansion Project budget approved by the Board on March 7, 2024. The change orders will bring total Project costs to approximately \$12,240,248, inclusive of the additional \$299,111 reserved as contingency.

**BACKGROUND/ANALYSIS**

On June 6, 2024, the Board approved VRSD Contract 24-001 with Sukut Construction, LLC ("Sukut") for the Toland Road Landfill Phase 4C Liner Expansion Project ("Project") in the amount of \$9,647,232 (see Attachment 1). This Project would complete the final phase of the Toland Road Landfill which has been in active operation in its current permitted form since 1996. It is expected that when this phase is completed and then filled with municipal solid waste, the Toland Road Landfill will reach its maximum permitted height and then be subject to closure and post-closure requirements.

The notice to proceed work on the Project was issued on June 10, 2024. During the mass excavation portion of this Project, Sukut discovered several changed site conditions, such



as a wall of trash, 800' of buried corrugated metal pipe, and the need for different earth moving equipment to remove and relocate trash and dirt from Project site. District Staff, along with the Project Engineer Dragomir Design Build, worked with Sukut to address these changed and to provide solutions that would meet the requirements of the Los Angeles Regional Water Quality Control Board and be fiscally responsible for the District. District staff thoroughly reviewed and analyzed each one of the eight proposed change orders and worked with Sukut to refine the terms of each change order even to the extent of verifying earth movement quantities using drone flights and ground surveys.

## **PROPOSAL**

There are eight Change Orders attached to this Board letter which address all of the changed conditions that have been encountered to date during this Project, and they are incorporated herein by reference. Each of the eight change orders is shown in Attachment 3 to this board letter, including detailed information about scope changes and increased or decreased amounts. A summary of the change orders ("CO") are as follows:

- CO#001: Construct additional ramp for scrapers and deploy additional traffic flaggers to accommodate landfill traffic using main haul road.  
Amount = \$163,416.00
- CO#002: Removal of additional I-beams discovered at the project site with larger excavator and additional haul trucks.  
Amount = \$110,005
- CO#003: Removal and relocation of an unexpectedly large volume of trash within project footprint.  
Amount = \$714,615
- CO#004: Excavation of wet floor near design grades; Removal of corrugated metal pipe and related material; and Engineered Backfill  
Amount = \$148,763.96
- CO#005: Removal and Haul significant Dirt volumes from lower elevations; Coordinate equipment changes to do so.  
Amount = \$782,772
- CO#006: Excavation of material from Cut 3 and Use of excavators and dump trucks instead of scrapers.  
Amount = \$574,925
- CO#007: Reduced amount of material to be excavated.  
Amount = \$(171,033)
- CO#008: Significant cubic yards of dirt to remain in place.  
Amount = \$(822,575)

Total Net CO Cost = \$1,500,889

In addition to the net amount of \$1,500,889 needed to fund the proposed eight change orders, District staff is requesting an additional increase for contingency funding for a total increase to the contract of \$1,800,000 in the event that Sukut and District landfill staff encounter other changed Project site conditions. These amounts are shown on the attached Financial Summary (see Attachment 2).

Staff will cover each change order in detail during the public presentation of this item at your Board Meeting on October 3, 2024.

Based on the above, VRSD staff recommends that the Board approve the eight change orders and establish the contingency fund for VRSD Contract No. 24-001 for an additional amount of \$1,800,000 for this Project.

This Board 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) 658-4600 or via email at RichardJones@vrzd.com.



RICHARD JONES, DIRECTOR OF OPERATIONS



APPROVED FOR BUDGET IMPACT:

\_\_\_\_\_  
Alvertina Rivera, Director of Finance



APPROVED FOR AGENDA:

\_\_\_\_\_  
Chris Theisen, General Manager

- Attachments: 1. VRSD Contract NO. 24-001  
2. Financial Summary  
3. Change Orders 001 through 008

**VENTURA REGIONAL SANITATION DISTRICT**

**CONTRACT NO. 24-001**

**AGREEMENT FOR PHASE 4C LINER EXPANSION PROJECT  
BY AND BETWEEN  
VENTURA REGIONAL SANITATION DISTRICT  
AND  
SUKUT CONSTRUCTION, LLC**

**THIS AGREEMENT** is made and entered into this 6<sup>th</sup> day of June, 2024 by and between the VENTURA REGIONAL SANITATION DISTRICT, a public agency formed pursuant to California Health & Safety Code Section 4700, et seq., hereinafter "DISTRICT", and SUKUT CONSTRUCTION, LLC a California corporation, hereinafter "CONTRACTOR". Together, DISTRICT and CONTRACTOR shall be referred to herein as Parties.

**RECITALS**

- A. On April 23, 2024, DISTRICT invited bids for the Toland Road Landfill Phase 4C liner expansion Project ("Project").
- B. Pursuant to said invitation, CONTRACTOR, along with other contractors, submitted a duly signed and executed bid or Proposal Form, attached as Exhibit 3 and incorporated herein by reference, which was then determined to be the lowest responsible and responsive bid for the Phase 4C liner expansion project by DISTRICT Board action on June 6, 2024.
- C. This Agreement is in accord with DISTRICT's Purchasing Resolution No. 89-13 adopted November 9, 1989.
- D. The Parties, on the basis of these Recitals and valuable consideration set forth below, hereby to enter into and agree to be bound by this Agreement terms and conditions as to setting forth their respective rights and obligations.

**AGREEMENT**

**ARTICLE 1: TERM**

The term of this Agreement shall be from the date this Agreement is made and entered into, as first above written, until full and satisfactory completion of all provisions of the Agreement.

**ARTICLE 2: DISTRICT'S OBLIGATIONS**

DISTRICT will pay CONTRACTOR in accordance with price, terms and conditions as shown in attached Exhibit 1 and incorporated herein by reference.

**ARTICLE 3: CONTRACTOR'S OBLIGATIONS**

CONTRACTOR agrees to perform all landfill liner construction services and to furnish DISTRICT the materials as ordered in accordance with specifications and requirements as shown and agreed to by CONTRACTOR in Exhibits 1 and 2, which are attached and incorporated herein by reference.

#### **ARTICLE 4: INDEMNIFICATION AND HOLD HARMLESS**

To the fullest extent permitted by law, CONTRACTOR shall defend, indemnify and hold harmless DISTRICT and its agents, employees, directors and officers from and against all liabilities, claims, damages, losses and expenses, including expert witness, consultant and attorney fees, relating to or arising out of or resulting from the performance of CONTRACTOR's work, provided that any such claim, damage, loss or expense: (1) is attributable to bodily injury, sickness, disease or death, or to injury or destruction of tangible property, including the loss of use resulting therefrom; and (2) is caused by any act or omission of CONTRACTOR, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. CONTRACTOR shall also defend, indemnify and hold harmless DISTRICT and its agents, employees, directors and officers from and against all liabilities, losses, expenses, damages, attorney and consultant fees, and all other costs, including all costs of defense, which any of them may incur with regard to the failure, neglect or refusal of CONTRACTOR to faithfully perform the work and all of CONTRACTOR's obligations under this Contract.

#### **ARTICLE 5: INSURANCE**

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

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

CONTRACTOR shall provide certificates of such insurance to DISTRICT prior to the start of work. Certificates shall be issued by an insurance company licensed to do business in California and acceptable to DISTRICT. 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; 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 out in this Agreement, except that ten (10) days' written notice shall be acceptable in the case of cancellation for nonpayment.

Should CONTRACTOR use the services of a subcontractor, CONTRACTOR shall require that the subcontractor provide and keep in effect identical insurance to that which CONTRACTOR is required to provide pursuant to the terms of this ARTICLE 5, and shall require that the subcontractor provide a certificate of insurance to CONTRACTOR and DISTRICT prior to the time the subcontractor starts work, which certificate shall be in the same form as CONTRACTOR is required to provide to DISTRICT.

#### **ARTICLE 6: CHANGES IN SCOPE OF PROJECT; AMENDMENT OF AGREEMENT**

No change to the Exhibits hereto, or to any other provision of this Agreement, may be made except by a written amendment signed by CONTRACTOR and DISTRICT. No oral understanding or agreement not incorporated herein shall be binding on any of the Parties hereto. If conditions beyond the control of

CONTRACTOR necessitate a change to either one or both Exhibits, the Parties agree to negotiate in good faith in an attempt to reach a reasonable amendment to this Agreement. DISTRICT General Manager is authorized to execute amendments on behalf of DISTRICT which do not cumulatively increase the maximum compensation payable to CONTRACTOR (including all Direct Salary and Direct Non-Salary costs) by more than ten percent (10%) of the amount stated in Exhibit I, or Ten Thousand Dollars (\$10,000), whichever is less; otherwise, any amendment must be authorized by DISTRICT's Board of Directors.

#### **ARTICLE 7: SUSPENSION OR TERMINATION OF SERVICES**

If CONTRACTOR refuses or fails to perform the work in a timely and/or otherwise acceptable manner, DISTRICT shall notify CONTRACTOR in writing of such deficiency. Should CONTRACTOR fail to correct such deficiency within thirty (30) calendar days, DISTRICT may immediately terminate this Agreement and notify CONTRACTOR in writing of such termination.

If any part or all of the work for which services have been authorized is postponed, suspended or abandoned, DISTRICT shall have the right to suspend where the work has been postponed or suspended, or terminate where the work has been abandoned, the rendition of services or that portion of the work so postponed, suspended or abandoned. In the event of such suspension or termination, CONTRACTOR shall have the right to expend additional time to assemble the work in progress for the particular section of work for the purpose of proper filing and closing the job. Such additional time shall not exceed ten percent (10%) of the total time expended on the section or sections of work suspended or abandoned at and to the date of the notice of suspension or termination, and shall not increase CONTRACTOR's total compensation beyond the maximum stated in Exhibit I.

In the event suspension of services exceeds twelve (12) months in duration, CONTRACTOR may, by not less than thirty (30) days' written notice, terminate the services as they apply to the suspended portion of the project.

#### **ARTICLE 8: ASSIGNMENT/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 doing the work assigned, and for coordinating all portions of the work so the results will be satisfactory to DISTRICT. CONTRACTOR will supply all tools and instrumentalities required to perform its services under the Agreement.
- C. Neither party shall assign nor transfer its interest in this agreement without the written consent, of the other, which written consent shall not be withheld except for good and reasonable cause.

#### **ARTICLE 9: LIQUIDATED DAMAGES**

DISTRICT and CONTRACTOR recognize that time is of the essence of this Contract and that DISTRICT will suffer financial loss if the work is not completed within the time specified in ARTICLE 1 of this Contract and the attached exhibits, plus any extensions thereof allowed herein. They also recognize the delays, expense and difficulties involved in proving the actual loss suffered by DISTRICT if the work is not completed on time. Accordingly, instead of requiring any such proof, DISTRICT and CONTRACTOR

agree that as liquidated damages for delay (but not as a penalty). CONTRACTOR shall pay DISTRICT the sum of \$10,000 for each calendar day that expires after the time specified in the SPECIAL PROVISIONS IN ARTICLE 2, of the Contract documents and attached exhibits, until the work is substantially complete. After substantial completion, if CONTRACTOR shall neglect, refuse or fail to complete the remaining work within the time specified within the Contract for completion and readiness for final payment of proper extensions thereof granted by DISTRICT, CONTRACTOR shall pay DISTRICT \$5,000 for each calendar day that expires after the time specified herein for completion and readiness for final payment.

#### **ARTICLE 10: HAZARDOUS MATERIAL AND UNFORESEEN CONDITION**

DISTRICT and CONTRACTOR recognize that this project involves the digging of trenches or other excavations that may extend deeper than four (4) feet below the surface, and therefore, pursuant to Section 7104 of the California Public Contracts Code, the parties agree that CONTRACTOR shall promptly, before any of the following conditions are disturbed, notify DISTRICT in writing of:

- A. Material that CONTRACTOR believes may be material that is hazardous waste, as defined in Section 25117 of the California Health & Safety Code, as required to be removed to a Class I, Class II or Class III disposal site in accordance with the provisions of existing law.
- B. Subsurface or latent physical conditions at the site differing from those indicated.
- C. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent to work of the character provided for in the Contract.

Upon receipt of said writing from CONTRACTOR setting forth the above-mentioned conditions, DISTRICT shall promptly investigate the conditions and if it finds that the conditions do materially so differ or do involve hazardous waste, and cause an increase or decrease in CONTRACTOR's cost of or the time required for performance of any part of the work shall issue a change order pursuant to the procedures set forth in this Contract. If a dispute arises between DISTRICT and CONTRACTOR, whether the materials differ or involve hazardous waste, or cause a decrease or increase in CONTRACTOR's cost or time applied for performance of any part of this work, CONTRACTOR shall not be excused from any scheduled completion date provided for by CONTRACTOR, but shall proceed with all work to be performed under the Contract. CONTRACTOR shall retain any and all rights provided either by law or which pertain to the resolution of disputes and protests between the contracting parties.

#### **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: AUDIT**

DISTRICT shall have the right to inspect and/or audit all records and other written materials used by CONTRACTOR in preparing its statements to DISTRICT as a condition precedent to any payment to CONTRACTOR.

**ARTICLE 13: NOTICES**

All notices or other official correspondence relating to contractual matters between the parties hereto shall be made by depositing same first-class, postage paid mail addressed as follows:

To CONTRACTOR: Vice President  
SUKUT CONSTRUCTION  
4010 West Chandler Avenue  
Santa Ana, CA 92704-5274

To DISTRICT: Director of Operations  
VENTURA REGIONAL SANITATION DISTRICT  
4105 W Gonzales Rd  
Oxnard, CA 93003-0704

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 14: 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 15: TITLE**

Title to all materials supplied for this Project shall remain with CONTRACTOR until DISTRICT actually accepts or approves of the work done for the completed Project.

**ARTICLE 16: RIGHT OF INSPECTION**

DISTRICT shall have the right to inspect construction work and materials at the time and place of delivery/installation before accepting them.

**ARTICLE 17: NON-INTERFERENCE**

CONTRACTOR recognizes the main activity at the work site is DISTRICT's operation of a sanitary landfill. CONTRACTOR shall operate so all work under this contract is compatible with and does not interfere with DISTRICT's operations.

**ARTICLE 18: COMPLIANCE WITH LAWS**

This Agreement shall be governed by the Uniform Commercial Code of the State of California, as amended. CONTRACTOR shall be solely responsible for giving all notices and complying with all applicable federal, state, and local 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 attorney 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 19: PARTIAL VALIDITY**

If any term, covenant 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 20: INCORPORATION OF RECITALS**

The foregoing Recitals are incorporated herein as though fully set forth.

**ARTICLE 21: CHANGE ORDERS**

DISTRICT General Manager or his designee shall be authorized to approve change orders to this Agreement in a manner consistent with the provisions of DISTRICT Resolution No. 89-13.

**ARTICLE 22: ATTORNEY FEES**

In the event that either party shall commence any legal action or proceeding, including an action for declaratory relief, against the other by reason of the alleged failure of the other to perform or keep any term, covenant or condition of this contract, or to interpret any term, covenant or condition, the party prevailing in said action or proceeding shall be entitled to recover, in addition to its court costs, reasonable out-of-pocket expenses (including, but not limited to phone calls, photocopying, expert witnesses, travel, etc.) and reasonable attorney fees to be fixed by the court, and such recovery shall include court costs and attorney fees on appeal, if any. The court will determine the "prevailing party," whether or not the suit proceeds to final judgment.

**ARTICLE 23: CALIFORNIA LAW**

This Agreement shall be interpreted and construed pursuant to the laws of the State of California. 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 24: FORCE MAJEURE**

Neither DISTRICT nor CONTRACTOR 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 DISTRICT or CONTRACTOR.

**ARTICLE 25: DISPUTE RESOLUTION**

If DISTRICT and CONTRACTOR 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, DISTRICT shall file a written claim with CONTRACTOR. CONTRACTOR 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 26: 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.

APPROVED AS TO FORM:  
NOSSAMAN, LLP

VENTURA REGIONAL SANITATION DISTRICT

By Robert N. Kwong  
ROBERT N. KWONG  
Legal Counsel for DISTRICT

By David Newman  
DAVID NEWMAN, Chairman  
Board of Directors

APPROVED AS TO ADMINISTRATION:

By Chris Thiesen  
CHRIS THIESEN, General Manager

ATTEST

By Mayra Rodriguez  
MAYRA RODRIGUEZ  
Clerk of the Board

CONTRACTOR / SUKUT CONSTRUCTION LLC

By Eddie Juarez  
EDDIE JUAREZ  
Vice President

Tax ID Number 37-1702665

**EXHIBITS 1 AND 2**

**VENTURA REGIONAL SANITATION DISTRICT  
TERMS & CONDITIONS  
SPECIFICATIONS & REQUIREMENTS  
FOR THE  
TOLAND ROAD LANDFILL  
PHASE 4C LINER EXPANSION PROJECT**

The Bid Form and all specifications and requirements of Ventura Regional Sanitation District Bid No. 24-001 are included herein as if set forth in full.

## PROPOSAL FORM

To: Board of Directors  
Ventura Regional Sanitation District  
4105 W Gonzales Rd  
Oxnard, California 93036

For: Toland Road Landfill – Phase 4C Liner Expansion Bid No. 24-001

The undersigned, as bidder, submits this proposal to District Board of Directors and hereby agrees and declares that:

### Agreement to Contract

Bidder has carefully examined the location of the proposed work, the proposed form of Contract and all Contract Documents thereto (including General and Special Provisions and the plans therein referred to). Bidder proposes and agrees that if this proposal is accepted, bidder will contract with District in the form of a copy of the Contract as set forth in District's specifications, to provide all necessary labor, machinery, tools, equipment, insurance, etc., and do all work and furnish all materials specified in the Contract, for completion of the subject work, in the manner and time therein prescribed, in a skilled, workmanlike manner to District's satisfaction, and bidder will accept in full payment therefor the amounts as proposed hereunder.

### Non-Collusion Affidavit

Pursuant to California Public Contract Code Section 7106, bidder has executed and delivered with this Proposal Form a Non-Collusion Affidavit. The provisions of this Non-Collusion Affidavit are incorporated by reference herein.

### Proposal Retention

Proposals delivered to District at the time set for opening shall be irrevocable. No bidder may withdraw its bid for a period of 60 calendar days after the date set for opening of the bids. Cash, a certified or cashier's check, or bid bond in a form acceptable to District in the amount of not less than ten percent of the total bid amount shall be given as a guarantee that bidder will enter into the Contract within the time stated in the Instructions to Bidders if the award is made to bidder by District. In case of refusal or failure by bidder to enter into the Contract in accordance with Section 15 of Instructions to Bidders, the bid security shall be forfeited to District.

### Proposal Responsibility

District shall not be responsible for any errors or omissions on the part of the undersigned in preparing this bid.

### District's Right of Rejection & Waiver

District reserves the right to reject any or all bids and to waive any irregularities or informalities in the bids or in the bidding.

**Incorporation of Notice Inviting Bids  
and Instructions to Bidders**

The provisions of the Notice Inviting Bids and Instructions to Bidders are incorporated by reference as though fully set forth herein.

**Time Required for Completion**

Bidder agrees to fully complete the work within the completion time specified in the Special Provisions, and pay liquidated damages as specified by the Contract should bidder fail to complete the work within the allotted time.

**List of Subcontractors**

Pursuant to the Subletting and Subcontracting Fair Practices Act, California Public Contract Code Section 4100, et seq., each bidder submitting bids on public works projects shall set forth:

- a. The name and location of the place of business of each subcontractor who will perform work or labor or render service to the prime Contractor in or about the construction of the work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the prime Contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of 0.5 percent of the prime Contractor's total bid or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of 0.5 percent of the prime Contractor's total bid or \$10,000, whichever is greater.
- b. The portion of the work which will be done by each such subcontractor under this project. The prime Contractor shall list only one subcontractor for each such portion as is defined by prime Contractor in its bid.

The information requested below must be filled out completely. All subcontractors will be required to obtain any required business licenses.

<b>Subcontractor</b>	<b>License</b>	<b>Description of Work</b>
1. <u>D&amp;E Construction, Inc.</u>	<u>A, B, D12</u>	<u>Geosynthetic Liner</u>
<u>Name</u>	<u>Class</u>	
<u>14175 Avenue 344</u>	<u>733203</u>	<u>1000008823</u>
<u>Business Address</u>	<u>Number</u>	<u>DIR #</u>
<u>Visalia, CA 93292</u>	<u>03/31/2025</u>	
<u>City</u>	<u>Exp. Date</u>	
2. _____	_____	_____
<u>Name</u>	<u>Class</u>	
_____	_____	_____
<u>Business Address</u>	<u>Number</u>	<u>DIR #</u>
_____	_____	_____
<u>City</u>	<u>Exp. Date</u>	

3. \_\_\_\_\_  
 Name Class  
 \_\_\_\_\_  
 Business Address Number DIR #  
 \_\_\_\_\_  
 City Exp. Date

4. \_\_\_\_\_  
 Name Class  
 \_\_\_\_\_  
 Business Address Number DIR #  
 \_\_\_\_\_  
 City Exp. Date

5. \_\_\_\_\_  
 Name Class  
 \_\_\_\_\_  
 Business Address Number DIR #  
 \_\_\_\_\_  
 City Exp. Date

**Bidder's Submission of Proposal**

The person whose signature is affixed to the last page of this Proposal, submits this Proposal Form to the Board of Directors of the Ventura Regional Sanitation District and hereby declares:

- a. The bidder has read this proposal, abided by and agrees to the conditions herein, and carefully examined the Contract Documents, project plans and specifications, and hereby proposes to furnish all materials and do all work required to complete the work in accordance with the plans and specifications for the unit prices or lump sums named in the Bid Form attached hereto and made a part hereof.
- b. The addenda indicated on the Bid Form are acknowledged.
- c. The bidder, as principal, acknowledges being bound by the attached bond or other acceptable bid guarantee.

The names of the principal officers of the corporation submitting this proposal, or of the partnership, or of all persons interested in this proposal as principals are:

Nicholas Osborne	Officer
Name	Officer/partner/principal
Oren Post	Officer
Name	Officer/partner/principal
Eddie Juarez	Officer

[See attached for full list of signatories]

**SUKUT CONSTRUCTION, LLC**

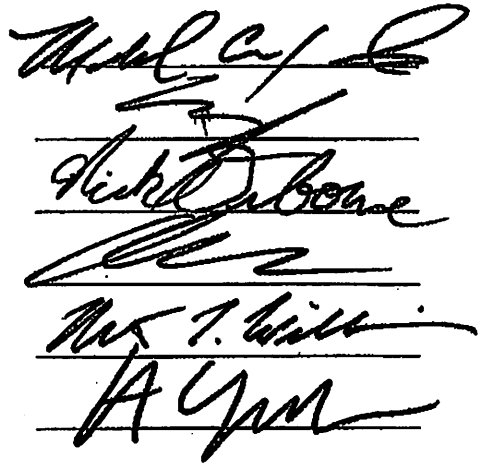
**DIRECTORS RESOLUTION AUTHORIZING OFFICERS AS SIGNATORIES TO CONSTRUCTION CONTRACTS**

RESOLVED, that the individuals listed below are authorized and empowered to enter into construction contracts for and on behalf of this Company.

RESOLVED FURTHER, that all contracts for the performance of work shall be valid and binding on the Company only when signed by the individuals listed below.

RESOLVED FURTHER, that the individuals listed below are elected, qualified and acting officers of the Company, holding on the date set forth herein the title indicated next to their name.

Mike Crawford	Chairman
Eddie Juarez	Vice President
Nick Osborne	Vice President
Oren Post	CFO & Company Secretary
Matt Williams	N. CA Area Manager
Steve Yurosek	CEO & President



Dated: November 30, 2023



---

Oren Post  
Company Secretary

Name

Officer/partner/principal

d. The Contractor's license number of the bidder is 985106, DIR# 1000001133 and the classification of the license is A,B,HAZ,C21, C61/D49. The expiration date of the license is 7/31/2025.

I make this Proposal and declare under penalty of perjury under the laws of the State of California that the statements herein are true and correct, and this Proposal Form is executed at Santa Ana, California, on the 22nd day of May 2024.

~~(If sole proprietor or partnership)~~

(If Corporation)

~~Signature of Bidder~~

Sukut Construction, LLC

Name of Corporation


~~Title (Sole Owner, Partner, etc.)~~

California

State of Incorporation

~~Name of Bidder~~

By:



Steve Yurosek

President

By:



Oren Post

Secretary

**BID FORM**  
**Phase 4C Liner – Toland Landfill**  
**BID NO. 24-001**

Item	Item Description	Units	Quantity	Unit Rate	Total Cost
1	Mobilization / Demobilization	LS	1	\$850,000	\$ 850,000 -
2	Survey and Preparation of As-Built Drawings	LS	1	\$125,000	\$ 125,000 -
3	Demolition, Clearing, Grubbing, and Stripping of Work Areas	LS	1	\$107,000	\$ 107,000 -
4	Traffic Control (Assume 1 Person for 40 Hrs/Week x 12 Weeks)	HR	480	\$132	\$ 63,360 -
5	Mass Earth Excavation	CY	1,110,000	\$4.70	\$ 5,217,000 -
6	Mass Earth Stockpile (Incl. Eng. Fill Diversion Berm at Top of Stockpile)	CY	1,110,000	\$0.25	\$ 277,500 -
7	Waste Excavation and Hauling to Active Disposal Area	CY	20,000	\$8	\$ 160,000 -
8	Clay Excavation, Processing, and Stockpiling	CY	6,400	\$10	\$ 64,000 -
9	Subgrade Preparation (Floor and Slope Liner)	SF	491,100	\$0.38	\$ 186,618 -
10	2-ft Low Perm. Clay Placement (Floor Liner)	SF	61,000	\$1	\$ 61,000 -
11	Supply & Install LCRS Drainage Gravel (Floor Liner - Incl. Pipe Trench)	SP	61,000	\$4.35	\$ 265,350 -
12	Supply & Install 80-Mil DST Geomembrane (Floor Liner)	SF	61,000	\$1.38	\$ 84,180 -
13	Supply & Install 16-oz Nonwoven Geotextile (Floor Liner - 2 Layers)	SF	122,000	\$0.47	\$ 57,340 -
14	Operations Layer Process and Placement (Floor Liner)	CY	5,000	\$13	\$ 65,000 -
15	Supply & Install Geosynthetic Clay Liner (GCL) (Slope Liner)	SF	430,100	\$1.15	\$ 494,615 -
16	Supply & Install 80-Mil SST Geomembrane (Slope Liner)	SF	430,100	\$1.08	\$ 464,508 -
17	Supply & Install 16-oz Nonwoven Geotextile (Slope Liner)	SF	430,100	\$0.47	\$ 202,147 -
18	Supply & Install UV Protective Layer (Slope Liner)	SF	430,100	\$0.46	\$ 197,846 -
19	Supply & Install Protective Layer Ballast System (Slope Liner)	LS	1	\$142,000	\$ 142,000 -
20	Operations Layer Process and Placement 3-ft Thick on Benches (Slope Liner)	CY	2,500	\$28	\$ 70,000 -
21	Operations Layer Process and Placement 15-ft on Slope Sections (Slope Liner)	CY	5,000	\$16	\$ 80,000 -
22	Anchor Trench Excavation and Backfill (Dirt Benches & Floor Termination)	LF	2,100	\$19	\$ 39,900 -
23	Anchor Trench Excavation and Backfill, Shotcrete & A.C. Overlay (EPDC)	LF	410	\$230	\$ 94,300 -
24	Supply & Install 8-in SDR 11 HDPE LCRS Pipe	LF	2,500	\$50	\$ 125,000 -
25	Supply & Install Req. LCRS System Components (e.g., Bends, Sleeves, Tie-ins, Boots, Hardware, Etc.)	LS	1	\$45,000	\$ 45,000 -
26	Access Road Crossing for LCRS Pipe (Incl. Backfill, Base, Asphalt, etc.)	LS	1	\$20,000	\$ 20,000 -
27	Landfill Gas System Modifications (Raise 7 Wells - Approx. 492 LF Combined)	LF	492	\$54	\$ 26,568 -
28	Supply & Install 24-in Corrugated HDPE Drainage Pipe (Incl. Crossings & Backfill Material)	LF	500	\$48	\$ 24,000 -
29	Supply & Install Req. HDPE Drainage Pipe Components (e.g., Inlets, Bends, Trash Rack, Gaskets, Hardware, Slope Anchoring System, etc.)	LS	1	\$38,000	\$ 38,000 -
<b>Total Project Bid</b>					<b>\$ 9,647,232 -</b>



**BID FORM  
Toland Landfill  
BID NO. 24-001**


**GRAND TOTAL BID PRICE FOR ALL WORK :**  
 In Numbers: \$ 9,647,232  
 In Words: Nine million Six hundred forty-Seven thousand two hundred  
thirty-two dollars and zero cents

Receipt of the following addenda is acknowledged:

[Bidder must fill in number and date of each addenda or enter the word "none" if appropriate]

Number	Date
<u>1</u>	<u>5/20/2024</u>
_____	_____
_____	_____
_____	_____
_____	_____

Notwithstanding Section 2 of the Instructions to Bidders, call 805-658-4638 to confirm all addenda have been received.

	5/22/2024
Signature	Date
Eddie Juarez, Vice President	
Name of Bidder	
4010 W. Chandler Ave.	
Mailing Address	
Santa Ana, CA 92704	
City/State/Zip	
(714) 540-5351	(714) 545-2003
Telephone	FAX

**PROPOSAL BID BOND**  
(10% of total bid)

**Bid No. 24-001 for Toland Road Landfill – Phase 4C Liner Expansion**

Ventura Regional Sanitation District  
4105 W Gonzales Rd  
Oxnard, California 93036

(Note: NOT NECESSARY WHEN CASH OR A CERTIFIED OR CASHIER'S CHECK ACCOMPANIES BID)

KNOW ALL MEN BY THESE PRESENTS:

Principal, Sukut Construction, LLC, and undersigned Surety doing  
(Contractor's Name)  
business as Liberty Mutual Insurance Company located  
(Company Name)  
at 790 The City Drive South, Suite 200, Orange, CA 92868 acknowledge  
(Street Address, City, State)

that they and their heirs, executors, administrators and successors are jointly and severally bound to the VENTURA REGIONAL SANITATION DISTRICT (District), for ten percent of the total bid, to be paid to District if the proposal shall be accepted and the proposed Contract awarded to Principal, and Principal shall fail to execute the Contract within 15 days of date of Notice of Award of Contract, as specified in Section 15 of the Instructions to Bidders, and to furnish the required Labor & Material and Performance Bonds and evidence of insurance coverage; otherwise this obligation to be void. It is hereby agreed bid errors shall not constitute a defense to forfeiture.

If suit is brought upon this bond by Obligee and judgment is recovered, Surety shall pay all costs incurred by Obligee in such suit, including reasonable attorney's fees to be fixed by the court.

IN WITNESS WHEREOF, we have hereunto set our signatures and seals on this 14 day of May, 2024 at Los Angeles, California.

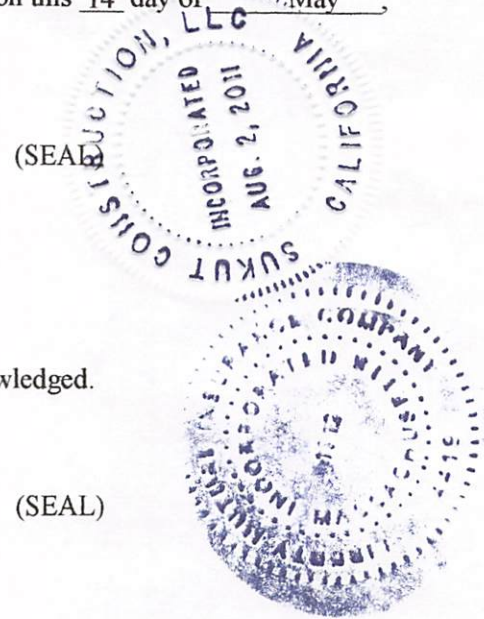
Liberty Mutual Insurance Company  
Name of Surety  
790 The City Drive South, Suite 200, Orange, CA 92868  
Address  
714-620-1571  
Telephone Number

Noemi Quiroz  
Signature of Authorized Representative  
Noemi Quiroz, Attorney-in-Fact

Note: Signatures of those executing for the surety must be properly acknowledged.

Sukut Construction, LLC  
Name of Principal Contractor  
4010 W. Chandler Avenue  
Address  
(714) 460-1079  
Telephone Number

Eddie Juarez  
Signature of Authorized Representative  
Eddie Juarez, Vice President



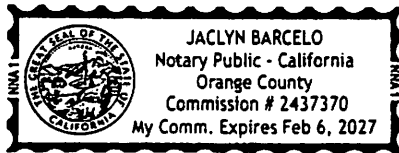
**CALIFORNIA ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }  
County of Orange }  
On May 21, 2024 before me, Jaclyn Barcelo, Notary Public  
Date Here Insert Name and Title of the Officer  
personally appeared Eddie Juarez  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Jaclyn Barcelo  
Signature of Notary Public

Place Notary Seal and/or Stamp Above

**OPTIONAL**

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

Corporate Officer – Title(s): \_\_\_\_\_

Partner –  Limited  General

Individual  Attorney in Fact

Trustee  Guardian or Conservator

Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

Corporate Officer – Title(s): \_\_\_\_\_

Partner –  Limited  General

Individual  Attorney in Fact

Trustee  Guardian or Conservator

Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**Civil Code § 1189**

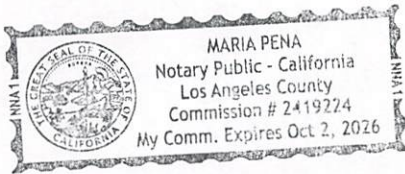
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

State of California )  
 ) ss  
County of Los Angeles )


On 5-14-24, before me, Maria Pena, Notary Public, personally appeared Noemi Quiroz, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/~~she~~/~~they~~ executed the same in ~~his~~/~~her~~/~~their~~ authorized capacity(~~ies~~), and that by ~~his~~/~~her~~/~~their~~ signature(~~s~~) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



(Seal)

Signature:   
Maria Pena, Notary Public



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint Noemi Quiroz all of the city of Los Angeles, state of CA, its true and lawful attorney-in-fact, with full power and authority hereby conferred to sign, execute and acknowledge the following surety bond:

Principal Name: Sukut Construction, LLC
Obligee Name: Ventura Regional Sanitation District
Surety Bond Number: Bid Bond Bond Amount: See Bond Form

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 14th day of May, 2024.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey

David M. Carey, Assistant Secretary



STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 14th day of May, 2024, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1128044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, whenever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company do hereby certify that this power of attorney executed by said Companies is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 14th day of May, 2024.



By: Renee C. Llewellyn

Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

**NON-COLLUSION AFFIDAVIT**  
(To be executed by bidder and submitted with bid  
Pursuant to California Public Contract Code §7106)

**VENTURA REGIONAL SANITATION DISTRICT**  
**Bid No. 24-001 for Toland Road Landfill – Phase 4C Liner Expansion**

State of California  
County of Orange

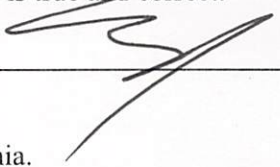
Eddie Juarez, being first duly sworn, deposes and says that  
(Individual's Name)

he she is Vice President of Sukut Construction, LLC, the party making the  
(Position Title) (Contractor's Name)

foregoing bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the Contract or anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his/her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I certify (or declare) under penalty of perjury that the foregoing is true and correct.

Date May 21, 2024

Signature 

at Santa Ana, California.  
City within California

**If executed outside California**, the following certificate shall be executed:

~~I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.~~

~~Date \_\_\_\_\_, 2024~~

~~Signature \_\_\_\_\_~~

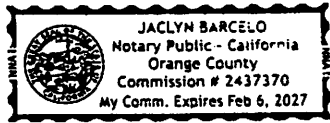
~~Subscribed and sworn to before me on \_\_\_\_\_, 2024.  
\_\_\_\_\_, Notary Public~~

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Orange

Subscribed and sworn to (or affirmed) before me on this 21st  
day of May, 2024, by Eddie Juarez

proved to me on the basis of satisfactory evidence to be the  
person(s) who appeared before me.



(Seal)

Signature Jaelyn Barcelo

**STATEMENT OF QUALIFICATIONS  
AND BUSINESS REFERENCES**

Name of Bidder: Sukut Construction, LLC

Location of Principal Office: Santa Ana, CA

1. Are you acting as an individual, partnership, corporation or joint venture? Corporation  
**Note:** If a joint venture, give information for each of the venturers by name. Attach additional sheets if necessary.

\_\_\_\_\_

\_\_\_\_\_

2. Are you licensed as a Contractor to do business in California? yes

License Number 985106 Classification A,B,HAZ,C21,C61/D49 Expiration Date 7/31/2025

3. How many years has your organization been in business under its present business name? 13

4. How many years of experience (Contractor or subcontractor) has your organization had in construction work similar to the work you are interested in bidding? 56

5. Show similar projects your organization has completed during at least the last five years in an attached tabulation to include: year, contract price, kind of construction, location of work, name and address of engineer, name and address of owner. See Attached

6. Has your organization or any officer or employee of your organization who has a proprietary interest in your organization ever been disqualified, removed or otherwise prevented from bidding on or completing a federal, state, or local government project because of a violation of law or a safety regulation? No If so, explain the circumstances.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

7. Has your organization for reasons other than as listed above ever failed to complete a contract? No  
If so, explain the circumstances.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

8. Has your organization ever been in a position of default such that payment proceedings and/or execution on a payment, performance and/or bid bond have become involved? No If so, give details.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

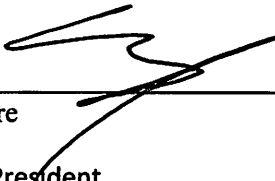


9. Provide a minimum of three references from engineers, owners or public agencies for which you have done work.
- Josh Mills - Republic Services - jmills3@republicservices.com - (510) 691-4337
- Glen Roycroft - Waste Management - groycroft@wm.com - (415) 497-1621
- Kevin Hanson - Orange County Waste and Recycling - Kevin.Hanson@ocwr.ocgov.com - (949) 279-8483
- Caleb Moore - Tetra Tech - caleb.moore@tetrattech.com - (909) 860-7777 ext. 224
- Mike Cullinane - SWT Engineering - mac@swteng.com - (909) 390-1328
10. Provide bank and surety company references.
- Bank: Wells Fargo, Contact - Quazi Saleh, Quazi.Saleh@wellsfargo.com
- 2030 Main Street, Suite 700, Irvine, CA 92614
- Surety Agent: Alliant Insurance Services, Inc., Contact - Sandy Albrecht, SAlbrecht@alliant.com
- 333 S. Hope Street, Suite 3750, Los Angeles, CA 90071
11. Is any litigation pending against your organization? No If so, give details.
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
12. Provide an estimate for the cost of the Contractor's Performance Bond, Payment Bond, and insurance.
- \$ 53,000 - Performance and Payment Bond cost
- \$ 75,500 - Insurance cost
- \_\_\_\_\_
- \_\_\_\_\_

The undersigned represents and warrants that the above information is true and accurate to the best of its knowledge.

Bidder hereby authorizes and requests any person, firm or corporation to furnish any information requested by District to verify the information contained herein.

Dated 5/22/2024

  
\_\_\_\_\_  
Signature

Vice President  
\_\_\_\_\_  
Title

Eddie Juarez  
\_\_\_\_\_  
Name of Bidder

**Statement of Qualifications & Business References - Question #5**

<b>Sukut Construction, LLC</b>							
<b>Job #</b>	<b>Name</b>	<b>Year</b>	<b>Contract Price</b>	<b>Kind of Construction</b>	<b>Location of Work</b>	<b>Name &amp; Address of Engineer</b>	<b>Name &amp; Address of Owner</b>
1325	San Timoteo Sanitary LF Unit 2 Phase 3-2 and Phase 4 GPS Composite Liner Construction project	2020	\$ 14,911,677	The work included excavation of 2.0 million cubic yards of material, construction of a desilting basin on the northeast side of Unit 2, two engineered stockpiles, 17 acres of composite geo-membrane liner and leachate collection system, an electrical service drop and controls to support both the leachate pumping system and the storm water pumping system, stormwater infrastructure, and construction of a new paved haul road.	Redlands, CA	Tetra Tech BAS 17885 Von Karman Ave. Ste. 500 Irvine, CA 92614	San Bernardino Department of Public Works, SWMD 825 East Third Street San Bernardino, CA 92415 Marc Rodabaugh 909-386-9017
1440	Chiquita Canyon LF Cell 8A Liner Construction	2022	\$ 8,655,759	This cell construction project involved 600,000 cubic yards of earthwork and approximately 800,000 square feet of liner installation. The scope also included perimeter improvements, AC access roads, surface drainage, over 2,000 linear feet of storm drain, and minor concrete work.	Castaic, CA	Tetra Tech 3475 E. Foothill Boulevard Pasadena, CA 91107	Chiquita Canyon LLC 29201 Henry Mayo Dr. Castaic, CA 91384 Randal Bodnar 602-690-8466
1439	Barstow Sanitary Landfill Liner 1B	2023	\$ 5,992,590	This project included excavation of 460,000 cubic yards of earth, installation of 2,500 linear feet of LCRS piping, and placement of 35,000 tons of drainage gravel. It also included clearing, demolition, new liner placement, finish, and hydro-seed work.	Redlands, CA	SWT Engineering 800 S Rochester Ave Suite C, Ontario, CA 91761	San Bernardino Department of Public Works, SWMD 825 East Third Street San Bernardino, CA 92415 Johnny Gayman 909-991-2707
1300	Sunshine Canyon LF CC-4 Part 3	2020	\$ 5,472,813	This mass excavation project consisted of 700,000 cubic yards of material stockpiling, construction of a liner, which included various layers: low permeability, sand, gravel, protective soil cover, along with the various geosynthetic layers in between. Additional installation included 7,000 linear feet of subdrain, and 2,000 linear feet of LCRS pipe.	Sylmar, CA	Geo-Logic Associates 2777 East Guasti Road Ontario, CA 91761	Republic Service 18500 N. Allied Way Phoenix, Arizona 85054 Valorie Moore 818-362-2145
1414	El Sobrante Landfill Phase 13A Liner and Leachate Collection System Project	2022	\$ 4,454,063	This project consisted of 4.5M CY of excavation, fine grade, installation of clay, leachate piping and drainage gravel, 721,400 SF of liner installation, and operations layer placement.	Corona, CA	Geosyntec 3200 Inland Empire Blvd. Suite 120 Ontario California 91764	Waste Management 800 Capitol Street, Suite 3000 Houston, Texas 77002 Cody Cowgill 951-415-4194
1400	Prima Zone 1 Phase D2 Liner & Groundwater	2022	\$ 2,421,247	This project involved the expansion of the groundwater protection liner system at Prima Deshecha Landfill. The project consisted of the installation of 360,000 square feet of the geosynthetic liner, HDPE piping, and gravel for the leachate collection system and various site civil improvements.	San Juan Capistrano, CA	Tetra Tech BAS 17885 Von Karman Ave. Ste. 500 Irvine, CA 92614	County of Orange 400 W. Civic Center Drive Santa Ana, CA 92701 Kevin Oxford 714-448-6622
1367	Badlands Sanitary LF - C2P5 & C3P2 Liner Expansion	2021	\$ 2,124,724	This project involved over 10,000 cubic yards of excavation and engineered fill, as well as up to 5,000 cubic yards of refuse excavation. The fine grade/preparation and deployment of the liner took place on over 300,000 square feet of 1.5:1 slopes. The liner installation included a three-layer system of GCL, 60-mil, and 16-ounce Geotextile. Miscellaneous civil work included the construction of an access road consisting of 700 ton CMB as well as a screening operation of 25,000 cubic yards.	Moreno Valley, CA	Riverside County Department of Waste Resources 14310 Frederick St, Moreno Valley, CA 92553	Riverside County Department of Waste Resources 14310 Frederick St, Moreno Valley, CA 92553 Sarah Lunetta 951-334-3956

California Environmental Protection Agency  
**Air Resources Board**

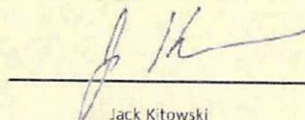
January 1, 2024

**CERTIFICATE OF REPORTED COMPLIANCE  
OFF-ROAD DIESEL VEHICLE REGULATION**

is issued to

**SUKUT EQUIPMENT INC.**

This certificate indicates that the fleet listed above has reported off-road diesel vehicles to the California Air Resources Board and has certified they are in compliance with title 13 CCR, section 2449. All applicable vehicles owned by the individual, company, or agency must be reported and labeled, as specified in Section 2449, with all possible completeness, else this certificate is null and void. **Certificate expires 2/28/2025**



Jack Kitowski  
Chief, Mobile Source Control Division  
California Air Resources Board

Off-road Diesel Fleet Identification

114

To verify the authenticity of this certificate, enter this number at  
[http://www.arb.ca.gov/doors/compliance\\_cert1.html](http://www.arb.ca.gov/doors/compliance_cert1.html)



# D&E CONSTRUCTION, INC.

14175 Avenue 344  
Visalia, CA 93292  
Phone: (559) 732-1601  
Fax (559) 732-1603

Contractor's License #733203  
Classifications A, B-C61/D12

## COMPANY PROFILE

D & E Construction, Inc. has evolved as an independent company that installs geosynthetic materials in a variety of applications and generally where an impenetrable barrier is needed to prevent contamination of underlying soils and groundwater. We are a dealer/installer of GSE's, Agru, Solmax, Cetco and Skaps Engineered Synthetic Products, Inc. geosynthetic materials. D & E Construction, Inc. began in 1996 as an independent installation company. The executive staff has over seventy five years combined experience in the geosynthetic industry.

D & E Construction strives and takes pride in providing their clients with prompt responses to their needs and the highest quality installations and cost effective solutions.

## KEY PERSONNEL

D & E Construction maintains three crews of experienced installation personnel. Our superintendents average over thirty five years of experience with geosynthetics installation and all of our foremen and seaming technicians have collectively installed millions of square feet of geosynthetics

In addition to our field personnel, we maintain a corporate staff to service your needs such as: bidding, accounting, customer service, delivery coordination, project closeouts and warranties.

**Eric Downs – President:** Eric has worked from the bottom up in the installation industry. He began his career in geosynthetic installation twenty one years ago as a seaming technician and advanced through the ranks to superintendent at Nilex prior to forming D & E Construction with Ken Evans. Eric has the unique understanding of all that it takes to complete a project in the geosynthetic installation industry. He has developed specialized equipment that assists in the deployment and seaming of geosynthetics.

**Larry Kamp – Vice President/Technical Dir.:** Larry has over thirty years of experience in the formulations and laboratory testing of geosynthetic materials. He assisted in the development of various technical resource documents for the EPA and EPRI including chairing the industrial advisory committee who developed NSF Standard 54 for Geomembrane Liners.

**Dennis Shamoon – General Manager:** Dennis joined D & E Construction in 2013 as Project Manager/Internal Operations Manager. Dennis has 20 plus years of construction and mining experience performing Construction Quality Assurance and Project Management on Geosynthetic Projects throughout the U. S., and he possesses a valid USACE Construction Quality Management for Construction Certificate, is a Certified HAZWOPER Trainer and a QSP

**Mario Garza – Operations Manager/Chief Estimator:** Mario joined D & E Construction in 2015 as Project Manager/Estimator. Mario has seventeen plus years of construction and mining experience performing the duties of Superintendent on mass grading and landfill construction projects throughout the western U. S.

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Lic. # 733203 A, B-C 61/D12

## GEOSYNTHETIC INSTALLATION APPLICATIONS

- Dairy Ponds
- Irrigation Water Storage
- Canal Linings
- Waste Water Treatment Plants
- Landfills
  - New Construction
  - Expansions
  - Closures
- Floating Covers and Digesters
- Potable Water Reservoirs
- Recreational Ponds & Lakes
- Mining Leach Pads and Ponds
- Methane barriers
- Secondary Containment
- Tank Linings
- Protective Embankment Covers

## PARTIAL PROJECTS LIST

PROJECT INFORMATION	PROJECT DESCRIPTION	LOCATION	PROJECT COMPLETION
<b>COUNTY of TULARE</b> 5961 South Mooney Blvd. Visalia, CA 93277 Johnny Wong 559-733-6653	<b>VISALIA LANDFILL</b> 2,815,000 sf GCL 2,815,000 sf Geocomposite 2,815,000 sf Geotextile 2,815,000 sf 60 mil HDPE Geomembrane	VISALIA, CA	DECEMBER 2008
<b>CLEAN HARBORS</b> 2500 West Lokern Road Buttonwillow, CA Faizur Khan 281-930-2410	<b>WMU 35-3 EXPANSION</b> 276,500 sf GCL 918,000 sf Geocomposite 970,000 sf 80 mil HDPE Geomembrane	BUTTONWILLOW, CA	MAY 2009
<b>LOS ANGELES COUNTY</b> 1955 Workman Mill Road Whittier, CA 90601 Ted Brodeur 562-699-7411	<b>PALMDALE WATER RECLAMATION</b> 2,400,000 sf 80 mil HDPE Geomembrane 6,100,000 sf 60 mil HDPE Geomembrane	PALMDALE, CA	JANUARY 2010
<b>LOS ANGELES COUNTY</b> 1955 Workman Mill Road Whittier, CA 90601 Jon Dahl 562-699-7411	<b>LANCASTER WATER RECLAMATION</b> 2,223,000 sf 80 mil HDPE Geomembrane 11,761,000 sf 60 mil HDPE Geomembrane	LANCASTER, CA	APRIL 2010
<b>RECOLOGY.</b> 6426 Hay Road Vacaville, CA Chris Taylor 707-678-4718	<b>HAY ROAD LF</b> 55,000 sf GCL 1,159,000 sf 60 mil HDPE Geomembrane 560,468 sf 8 oz. Geotextile	VACAVILLE, CA	AUGUST 2010
<b>29 PALMS MCAGCC</b> Twenty-nine Palms, CA Kent Johnson 760-830-4711	<b>29 PALMS MCAGCC</b> 281,709 sf 60 mil DS HDPE Geomembrane 144,200 sf 60 mil SS HDPE Geomembrane 427,429 sf GCL 149,500 sf 16 oz. Geotextile	29 PALMS, CA	AUGUST 2011

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<b>KERN COUNTY</b> 2700 "M" Street, Suite 500 Bakersfield, CA 93301 Ariel Pascual 661-496-5122	<b>BENA LANDFILL</b> 982,300 sf 60 MIL HDPE Geomembrane 981,500 sf GCL 973,900 sf 8 OZ Geotextile 981,500 sf 10 OZ Geotextile	BAKERSFIELD, CA	SEPTEMBER 2011
<b>CALAVERAS COUNTY</b> 891 Mountain Ranch Road San Andreas, CA 95249 Ron Houghton 209-728-0253	<b>ROCK CREEK LANDFILL</b> 443,400 sf 40 mil LLDPE Geomembrane 443,400 sf Geocomposite	FARMINGTON, CA	DECEMBER 2011
<b>COUNTY of SACRAMENTO</b> 9850 Goethe Road Sacramento, CA 95827 Kevin Artero 916-875-6798	<b>KIEFER LF</b> 874,000 sf GCL 613,500 sf DS HDPE Geomembrane 920,100 sf SS HDPE Geomembrane	SACRAMENTO, CA	JUNE 2012
<b>HUMBOLT WASTE MANAGEMENT</b> 1059 West Hawthorne Street Eureka, CA 95501 Clayton Coles 530-275-4800	<b>CUMMINGS ROAD LANDFILL PHASE 1 CLOSURE</b> 1,057,200 sf 60 mil LLDPE Super GripNet 1,057,200 sf 8 oz. Geotextile	EUREKA, CA	AUGUST 2012
<b>CITY of REDLANDS</b> 35 Cajon Street, Suite 15-A Redlands, CA 92373 Todd Ramey 530-272-2448	<b>CALIFORNIA STREET LANDFILL, PHASE 3</b> 320,640 sf 40 MIL HDPE Geomembrane 529,428 sf 60 MIL HDPE Geomembrane 320,640 sf GCL 529,428 sf Geocomposite	REDLANDS, CA	NOVEMBER 2012
<b>ABENER TEYMA JOJAVE GENERAL PARTNERSHIP</b> 16401 Swingley Ridge Rd Ste 700 Chesterfield, MO 63017 Scott Dent 602-222-5376	<b>MOJAVE EVAPORATION PONDS &amp; LTU FAC</b> 1,099,108 sf 40 MIL S-Conductive HDPE 1,099,108 sf 200 MIL Geonet 1,099,108 sf 60 MIL S-Conductive HDPE	HINKLEY, CA	JULY 2013
<b>CLEAN HARBORS</b> 2500 West Lokern Road Buttonwillow, CA 93203 Faizur Khan 281-930-2410	<b>WMU CELL, CLEAN HARBORS</b> 1,376,091 sf 80 MIL HDPE Geomembrane 510,022 sf LDCRS Geocomposite 650,727 sf GCL 323,710 sf 16 oz Non-Woven Geotextile	BUTTON WILLOW, CA	DECEMBER 2013
<b>COUNTY OF SAN BERNARDINO</b> 222 West Hospitality Lane, 2ND Floor San Bernardino CA 92415 Eddie Juarez 714-540-5351	<b>BARSTOW LF BORROW AREA LINER</b> 546,357 sf GCL 632,271 sf 60 MIL HDPE Geomembrane 848,817 Geotextile 204,385 Plastic Liner Cover w/ sandbag Ballast	BARSTOW, CA	MAY 2014
<b>COUNTY OF RIVERSIDE</b> 14310 Frederick Street Moreno Valley, CA 92553 Doug Burhoe (661) 295-1455	<b>BADLANDS LF CANYON 4 PHASE 3</b> 582,679 sf GCL 1,008,443 sf 60 Mil HDPE Geomembrane 748,906 sf Geotextile 331,765 sf 8 MIL Protective Membrane	MORENO VALLEY, CA	OCTOBER 2014
<b>CITY OF PORTOLA</b> PO Box 1255 Portola, CA John Avila 559-274-0300	<b>PORTOLA LF FINAL CLOSURE</b> 946,000 LLDPE Closure Turf	PORTOLA, CA	OCTOBER 2014
<b>CITY OF BRENTWOOD</b> 150 CITY PARK WAY BRENTWOOD, CA 94513 Michael Sallee 775-284-2929	<b>WWTP HOLDING POND LINER</b> 224,100 SF 45 MIL HYPALON	BRENTWOOD, CA	DECEMBER 2014

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# D&E CONSTRUCTION, INC.

<b>MUSCO FAMILY OLIVE COMPANY</b> 17950 VIA NICOLO ROAD TRACY, CA 95377 Jim Murray 209-333-1116	<b>MUSCO FAMILY OLIVE COMPANY</b> 458,000 SF 45 MIL POLYPROPYLENE GEOMEMBRANE 458,000 SF TENDRAIN 7 GEOCOMPOSITE 458,000 SF 60 MIL SST HDPE GEOMEMBRANE	TRACY, CA	JANUARY 2015
<b>UNIVERSITY OF CALIFORNIA, DAVIS          CAMPUS</b> 255 COUSTEAU PLACE DAVIS, CA 95618 MARK ARIZA 916-481-6792	<b>LANDFILL CLOSURE PROJECT UC DAVIS</b> 245,000 SF 8 OZ GEOTEXTILE 277,000 SF 50 MIL LLDPE SUPER GRIP NET 65,000 SF GCL	DAVIS, CA	JANUARY 2015
<b>KERN COUNTY WASTE MANAGEMENT</b> 2700 M ST STE 500 BAKERSFIELD, CA 93301 DAVE RAMINHA 805-461-0052	<b>TAFT SANITARY LF MOD 2</b> 478,276 SF 60 MIL DT GEOMEMBRANE 478,276 SF GCL W/40 MIL VAPOR BARRIER 216,127 SF GEOTEXTILE CUSHION	TAFT, CA	JANUARY 2015
<b>OLIVENHAIN MUNICIPAL WATER DISTRICT</b> 16595 DOVE CANYON ROAD SAN DIEGO, CA 92127 GEORGE BRIEST 760-632-4640	<b>4S RANCH WET WEATHER STORAGE</b> 520,000 SF XR-5 8130 GEOMEMBRANE 1,040,00 SF 8 OZ GEOTEXTILE	ENCINITAS, CA	OCTOBER 2015
<b>COUNTY OF SAN BERNARDINO</b> 222 W HOSPITALITY LANE, 2 <sup>ND</sup> FLOOR SAN BERNARDINO, CA 92415 EDDIE JUAREZ 714-460-1049	<b>MID VALLEY LANDFILL, UNIT 1 CLOSURE</b> 951,000 SF 60 MIL GEOMEMBRANE 489,000 SF GCL 353,000 SF 12 OZ GEOTEXTILE 353,000 SF 8 OZ GEOTEXTILE 112,000 SF 16 OZ GEOTEXTILE	RIALTO, CA	DECEMBER 2015
<b>COUNTY OF SHASTA</b> 1450 COURT STREET, SUITE 308 B REDDING, CA 96001 KEVIN CARR 707-448-4488	<b>WEST CENTRAL LF – UNIT 4C</b> 55,010 SF 60 MIL HDPE GEOMEMBRANE 54,313 SF GCL 54,724 SF GEOTEXTILE 15,827 SF RPC COVER	REDDING, CA	OCTOBER 2016
<b>COUNTY OF ORANGE</b> 300 N FLOWER STREET, SUITE 400 SANTA ANA, CA 92703 EDDIE JUAREZ 714-460-1049	<b>FRB LF GROUNDWATER PROTECTION          SYSTEM</b> 560,000 SF 16 OZ GEOTEXTILE 450,000 SF PROTECTIVE PLASTIC COVER 560,000 SF 80 MIL SST HDPE 560,000 SF GCL	IRVINE, CA	OCTOBER 2016
<b>PHILIP VERWAY FARMS</b> 19765 13 <sup>TH</sup> AVENUE HANFORD, CA 93230 CRAIG HARTMAN 559-802-3052	<b>VERWAY FARMS HANFORD</b> 603,386 SF 60 MIL CONDUCTIVE HDPE 603,386 SF 60 MIL SECONDARY HDPE 603,386 SF GEONET	HANFORD, CA	FEBRUARY 2016
<b>CUYAMA COUNTY SERVICES DIST</b> 5033 HIGHWAY 166 NEW CUYAMA, CA 93254 DAVID SANSONE 805-549-0667	<b>CUYAMA WWT PLANT EFFLUENT</b> 386,400 SF 60 MIL SMOOTH HDPE	CUYAMA, CA	FEBRUARY 2017
<b>CITY OF GREENFIELD WWTP</b> 599 EL CAMINO REAL GREENFIELD, CA 93927 DEVIN LIGHT 805-964-8661	331,200 SF 60 MIL HDPE 330,750 SF 10 OZ GEOTEXTILE	GREENFIELD, CA	FEBRUARY 2017

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Item# 7



# D&E CONSTRUCTION, INC.

<p><b>COUNTY OF SAN JOAQUIN</b> 1810 EAST HAZELTON AVE STOCKTON, CA 95205 SPENCER MENDEZ 530-695-1352</p>	<p><b>NORTH COUNTY RECYCLING CENTER, AREA 5B</b> 537,327 SF 60 MIL DS 101,461 SF GEOCOMPOSITE DRAIN 537,327 SF GCL 431,895 8 OZ GEOTEXTILE SEPARATOR 435,754 SF 16 OZ GEOTEXTILE CUSHION</p>	<p>LODI, CA</p>	<p>OCTOBER 2017</p>
<p><b>COUNTY OF TULARE</b> 5955 S MOONEY BLVD VISALIA, CA 93277 MIKE SHEFFIELD 559-924-7715</p>	<p><b>VISALIA LANDFILL PHASE 3 EXPANSION</b> 1,160,700 SF2S 60 MIL HDPE 1,160,700 SF GCL 1,160,700 GEOCOMPOSITE</p>	<p>VISALIA, CA</p>	<p>JANUARY 2018</p>
<p><b>STANISLAUS CO DEPT OF ENVIRONMENTAL SERVICES</b> 3800 CORNUCOPIA WAY, SUITE C MODESTO, CA 93568</p>	<p><b>FINK ROAD LANFILL'S CLASS II – 3 CELL 4 BASE</b> 678,600 SF GCL 260,600 SF 60 MIL DS HDPE 430,100 SF 60 MIL SS HDPE 249,800 SF GEOCOMPOSITE 255,000 SF 8 OZ GEOTEXTILE</p>	<p>CROWS LANDING CA</p>	<p>JANUARY 2018</p>
<p><b>NAPA SANITATION DISTRICT</b> 1515 SOSCAL FERRY ROAD NAPA, CA 94558 JOHN RE 925-249-0011</p>	<p><b>RECYCLED WATER RESERVOIR IMPROVEMENTS</b> 135,792 SF 60 MIL CONDUCTIVE HDPE 135,792 SF 12 OZ GEOTEXTILE 3,232 LF CONCRETE ATTACHMENT 480 LF BALLAST SYSTEM</p>	<p>NAPA, CA</p>	<p>APRIL 2018</p>
<p><b>BURRTEC WASTE INDUSTRIES</b> 9890 CHERRY AVENUE FONTANA, CA 92335 TODD GUNNELL 714 540-5351</p>	<p><b>SALTON DITY SW PH 1B</b> 507,976 SF GEOCOMPOSITE DRAINAGE 507,976 SF 40 MIL TEXT HDPE 493,528 SF 60 MIL TXT HDPE 493,528 SF GEOCOMPOSITE DRAINAGE</p>	<p>SALTON CITY, CA</p>	<p>JUNE 2018</p>
<p><b>SALINAS VALLEY SOLID WASTE</b> 128 SUN STREET #101 SALINAS CA 93901 JERRY MIDDLETON 559-924-7715</p>	<p><b>JOHNSON CANYON LF MODULE 7</b> 390,700 SF GCL 390,700 SF 60 MIL DST HDPE 361,800 SF LLDPE 361,800 SF GEOCOMPOSITE</p>	<p>SALINAS, CA</p>	<p>OCTOBER 2019</p>
<p><b>KERN COUNTY PUBLIC WORKS</b> 2700 "M" ST #400 BAKERSFIELD, CA 93301 ANDRE HAWKS 714-893-6366</p>	<p><b>BENA</b> 1,334,200 SF 60 MIL SST HDPE 1,325,200 SF 40 MIL DST HDPE 610,400 GEOCOMPOSITE 1,327,500 GCL</p>	<p>BAKERSFIELD, CA</p>	<p>DECEMBER 2019</p>
<p><b>MUSCO FAMILY OLIVE CO</b> 17950 VIA NICOLA RD TRACY CA 95304 TIM SMITH 209-333-1116</p>	<p><b>MUSCO OLIVE</b> 700,000 SF 80 MIL HDPE 700,000 SF 45 MIL RPP 694,000 SF TENDRAIN</p>	<p>TRACY, CA</p>	<p>APRIL 2020</p>
<p><b>SAN JOAQUIN SOLID WASTE</b> 1810 E HAZLETON AVE STOCTON CA 95205 TIM SMITH 209-333-1116</p>	<p><b>FOOTHILL LANDFILL MOD 2B</b> 923,000 SF GEOCOMPOSITE DRAIN 923,000 SF GCL 924,000 SF 60 MIL DST HDPE</p>		<p>JUNE 2020</p>
<p><b>COUNTY OF SAN BERNARDINO, SWMD</b> 222 WEST HOSPITALITY LANE, 2<sup>ND</sup> FLOOR SAN BERNARDINO CA 92415-0017 JOHN PENA 714-460-1038</p>	<p><b>MID VALLEY LF UNIT 4 PH I</b> 3,358,000, SF 60 MIL DST HDPE 1,900,000 SF 30 MIL DST HDPE 1,900,000 SF 60 MIL SST HDPE 4,772,000 SF GCL 2,872,000 SF 8, 12, &amp;16 OZ GEOTEXTILE 1,500,000 SF PROTECTIVE PLASTIC SANDBAG BALLAST</p>	<p>SAN BERNARDINO, CA</p>	<p>JULY 2020</p>

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# D&E CONSTRUCTION, INC.

<p>COUNTY OF SAN BERNARDINO, SWMD 222 WEST HOSPITALITY LANE, 2<sup>ND</sup> FLOOR SAN BERNARDINO CA 92415-0017 MATT WILLIAMS 714-460-1038</p>	<p>CALIFORNIA STREET LANDFILL PH 4 EXPANSION 480,000 SF 40 MIL DST HDPE 463,000 SF GCL 46,000 SF 60 MIL SST HDPE 465,000 SF DS GEOCOMPOSITE 40,000 SF GEOMEMBRANE COVER &amp; BALLAST</p>	<p>SAN BERNARDINO, CA</p>	<p>SEPTEMBER 2020</p>
<p>CITY OF REDLANDS 35 CAJON ST. STE#20 REDLANDS CA 92373 MATT WILLIAMS 714-460-1038</p>	<p>SAN TIMOTEO UNIT 2 PH 3-2 &amp; 4 735,092 SF 60 MIL DST HDPE 735,092 SF GCL 200,092 SF 80 MIL DST HDPE 150,092 SF 80 MIL SST HDPE 585,000 SF 16 OZ GEOTEXTILE 585,000 SF BALLAST &amp; SKRIM LINER</p>	<p>REDLANDS, CA</p>	<p>DECEMBER 2020</p>
<p>HARRIS BEEF RANCH CO POB 269 SELMA, CA 93662 STEVEN BOMMELJE 559-636-1166</p>	<p>HARRIS RANCH BEEF COMPANY 698,528 SF 60 MIL HDPE 698,528 SF HYPERNET 698,528 SF 60 MIL CONDUCTIVE HDPE 48,256 SF 2" GEOCOMPOSITE STRIPS</p>	<p>SELMA, CA</p>	<p>DECEMBER 2020</p>
<p>COUNTY OF TULARE 5955 S MOONEY BLVD VISALIA CA 93277 JOHN PENA 714-460-1038</p>	<p>VISALIA LF PH 4 EXPANSION 2,448,000 SF GCL 2,454,000 SF 60 MIL DST HDPE 2,454,000 GEOCOMPOSITE</p>	<p>VISALIA, CA</p>	<p>MARCH 2021</p>
<p>VENTURA REGIONAL SANITATION DIST 1001 PARTRIDGE DRIVE, SUITE 150 VENTURA, CA 93003-0704 TODD ST. PETER 714-240-4983</p>	<p>TOLAND ROAD LANDFILL 4B 239,878 GCLSF 73,295 SF 80 MIL DS HDPE 240,878 SF 80 MIL SS HDPE 386,200 SF 16 OZ GEOTEXTILE 207,000 8 OZ GEOTEXTILE</p>	<p>VENTURA, CA</p>	<p>AUGUST 2021</p>
<p>RESOURCE RECOVERY &amp; WASTE MGT 2065 E MAIN STREET SANTA MARIA CA TOBY WHEELER 805-461-0052</p>	<p>SMRL CELL 1 EXT 430,000 SF 60 MIL MICROSPIKE 424,000 SF 80 MIL MICROSPIKE 800,000 SF GEOTEXTILE 424,950 SF TRANSNET</p>	<p>SANTA MARIA, CA</p>	<p>SEPTEMBER 2021</p>
<p>CALRECYCLE DEPT OF RESOURCES 1001 I STREET SACRAMENTO, CA 95814 ARIN BRIM 209-333-1116</p>	<p>BONZI LANDFILL CLOSURE 2,351,273 SF 40 MIL DS LLDPE 66,684 SF GEOCOMPOSITE DS</p>	<p>MODESTO, CA</p>	<p>NOVEMBER 2021</p>

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# D&E CONSTRUCTION, INC.

14175 Avenue 344  
Visalia, CA 93292  
Phone: (559) 732-1601  
Fax (559) 732-1603

Contractor's License #733203  
Classifications A, B-C61/D12

## COMPANY PROFILE

D & E Construction, Inc. has evolved as an independent company that installs geosynthetic materials in a variety of applications and generally where an impenetrable barrier is needed to prevent contamination of underlying soils and groundwater. We are a dealer/installer of GSE's, Agru, Solmax, Cetco and Skaps Engineered Synthetic Products, Inc. geosynthetic materials. D & E Construction, Inc. began in 1996 as an independent installation company. The executive staff has over seventy five years combined experience in the geosynthetic industry.

D & E Construction strives and takes pride in providing their clients with prompt responses to their needs and the highest quality installations and cost effective solutions.

## KEY PERSONNEL

D & E Construction maintains three crews of experienced installation personnel. Our superintendents average over thirty five years of experience with geosynthetics installation and all of our foremen and seaming technicians have collectively installed millions of square feet of geosynthetics

In addition to our field personnel, we maintain a corporate staff to service your needs such as: bidding, accounting, customer service, delivery coordination, project closeouts and warranties.

**Eric Downs – President:** Eric has worked from the bottom up in the installation industry. He began his career in geosynthetic installation twenty one years ago as a seaming technician and advanced through the ranks to superintendent at Nillex prior to forming D & E Construction with Ken Evans. Eric has the unique understanding of all that it takes to complete a project in the geosynthetic installation industry. He has developed specialized equipment that assists in the deployment and seaming of geosynthetics.

**Larry Kamp – Vice President/Technical Dir.:** Larry has over thirty years of experience in the formulations and laboratory testing of geosynthetic materials. He assisted in the development of various technical resource documents for the EPA and EPRI including chairing the industrial advisory committee who developed NSF Standard 54 for Geomembrane Liners.

**Dennis Shamoon – General Manager:** Dennis joined D & E Construction in 2013 as Project Manager/Internal Operations Manager. Dennis has 20 plus years of construction and mining experience performing Construction Quality Assurance and Project Management on Geosynthetic Projects throughout the U. S., and he possesses a valid USACE Construction Quality Management for Construction Certificate, is a Certified HAZWOPER Trainer and a QSP

**Mario Garza – Operations Manager/Chief Estimator:** Mario joined D & E Construction in 2015 as Project Manager/Estimator. Mario has seventeen plus years of construction and mining experience performing the duties of Superintendent on mass grading and landfill construction projects throughout the western U. S.

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## GEOSYNTHETIC INSTALLATION APPLICATIONS

- Dairy Ponds
- Irrigation Water Storage
- Canal Linings
- Waste Water Treatment Plants
- Landfills
  - New Construction
  - Expansions
  - Closures
- Floating Covers and Digesters
- Potable Water Reservoirs
- Recreational Ponds & Lakes
- Mining Leach Pads and Ponds
- Methane barriers
- Secondary Containment
- Tank Linings
- Protective Embankment Covers

## PARTIAL PROJECTS LIST

PROJECT INFORMATION	PROJECT DESCRIPTION	LOCATION	PROJECT COMPLETION
<b>COUNTY of TULARE</b> 5961 South Mooney Blvd. Visalia, CA 93277 Johnny Wong 559-733-6653	<b>VISALIA LANDFILL</b> 2,815,000 sf GCL 2,815,000 sf Geocomposite 2,815,000 sf Geotextile 2,815,000 sf 60 mil HDPE Geomembrane	VISALIA, CA	DECEMBER 2008
<b>CLEAN HARBORS</b> 2500 West Lokern Road Buttonwillow, CA Faizur Khan 281-930-2410	<b>WMU 35-3 EXPANSION</b> 276,500 sf GCL 918,000 sf Geocomposite 970,000 sf 80 mil HDPE Geomembrane	BUTTONWILLOW, CA	MAY 2009
<b>LOS ANGELES COUNTY</b> 1955 Workman Mill Road Whittier, CA 90601 Ted Brodeur 562-699-7411	<b>PALMDALE WATER RECLAMATION</b> 2,400,000 sf 80 mil HDPE Geomembrane 6,100,000 sf 60 mil HDPE Geomembrane	PALMDALE, CA	JANUARY 2010
<b>LOS ANGELES COUNTY</b> 1955 Workman Mill Road Whittier, CA 90601 Jon Dahl 562-699-7411	<b>LANCASTER WATER RECLAMATION</b> 2,223,000 sf 80 mil HDPE Geomembrane 11,761,000 sf 60 mil HDPE Geomembrane	LANCASTER, CA	APRIL 2010
<b>RECOLOGY</b> 6426 Hay Road Vacaville, CA Chris Taylor 707-678-4718	<b>HAY ROAD LF</b> 55,000 sf GCL 1,159,000 sf 60 mil HDPE Geomembrane 560,468 sf 8 oz. Geotextile	VACAVILLE, CA	AUGUST 2010
<b>29 PALMS MCAGCC</b> Twenty-nine Palms, CA Kent Johnson 760-830-4711	<b>29 PALMS MCAGCC</b> 281,709 sf 60 mil DS HDPE Geomembrane 144,200 sf 60 mil SS HDPE Geomembrane 427,429 sf GCL 149,500 sf 16 oz. Geotextile	29 PALMS, CA	AUGUST 2011

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<b>KERN COUNTY</b> 2700 "M" Street, Suite 500 Bakersfield, CA 93301 Ariel Pascual 661-496-5122	<b>BENA LANDFILL</b> 982,300 sf 60 MIL HDPE Geomembrane 981,500 sf GCL 973,900 sf 8 OZ Geotextile 981,500 sf 10 OZ Geotextile	BAKERSFIELD, CA	SEPTEMBER 2011
<b>CALAVERAS COUNTY</b> 891 Mountain Ranch Road San Andreas, CA 95249 Ron Houghton 209-728-0253	<b>ROCK CREEK LANDFILL</b> 443,400 sf 40 mil LLDPE Geomembrane 443,400 sf Geocomposite	FARMINGTON, CA	DECEMBER 2011
<b>COUNTY of SACRAMENTO</b> 9850 Goethe Road Sacramento, CA 95827 Kevin Artero 916-875-6798	<b>KIEFER LF</b> 874,000 sf GCL 613,500 sf DS HDPE Geomembrane 920,100 sf SS HDPE Geomembrane	SACRAMENTO, CA	JUNE 2012
<b>HUMBOLT WASTE MANAGEMENT</b> 1059 West Hawthorne Street Eureka, CA 95501 Clayton Coles 530-275-4800	<b>CUMMINGS ROAD LANDFILL PHASE 1 CLOSURE</b> 1,057,200 sf 60 mil LLDPE Super GripNet 1,057,200 sf 8 oz. Geotextile	EUREKA, CA	AUGUST 2012
<b>CITY of REDLANDS</b> 35 Cajon Street, Suite 15-A Redlands, CA 92373 Todd Ramey 530-272-2448	<b>CALIFORNIA STREET LANDFILL, PHASE 3</b> 320,640 sf 40 MIL HDPE Geomembrane 529,428 sf 60 MIL HDPE Geomembrane 320,640 sf GCL 529,428 sf Geocomposite	REDLANDS, CA	NOVEMBER 2012
<b>ABENER TEYMA JOJAVE GENERAL PARTNERSHIP</b> 16401 Swingley Ridge Rd Ste 700 Chesterfield, MO 63017 Scott Dent 602-222-5376	<b>MOJAVE EVAPORATION PONDS &amp; LTU FAC</b> 1,099,108 sf 40 MIL S-Conductive HDPE 1,099,108 sf 200 MIL Geonet 1,099,108 sf 60 MIL S-Conductive HDPE	HINKLEY, CA	JULY 2013
<b>CLEAN HARBORS</b> 2500 West Lokern Road Buttonwillow, CA 93203 Faizur Khan 281-930-2410	<b>WMU CELL, CLEAN HARBORS</b> 1,376,091 sf 80 MIL HDPE Geomembrane 510,022 sf LDCRS Geocomposite 650,727 sf GCL 323,710 sf 16 oz Non-Woven Geotextile	BUTTON WILLOW, CA	DECEMBER 2013
<b>COUNTY OF SAN BERNARDINO</b> 222 West Hospitality Lane, 2ND Floor San Bernardino CA 92415 Eddie Juarez 714-540-5351	<b>BARSTOW LF BORROW AREA LINER</b> 546,357 sf GCL 632,271 sf 60 MIL HDPE Geomembrane 848,817 Geotextile 204,385 Plastic Liner Cover w/ sandbag Ballast	BARSTOW, CA	MAY 2014
<b>COUNTY OF RIVERSIDE</b> 14310 Frederick Street Moreno Valley, CA 92553 Doug Burhoe (661) 295-1455	<b>BADLANDS LF CANYON 4 PHASE 3</b> 582,679 sf GCL 1,008,443 sf 60 Mil HDPE Geomembrane 748,906 sf Geotextile 331,765 sf 8 MIL Protective Membrane	MORENO VALLEY, CA	OCTOBER 2014
<b>CITY OF PORTOLA</b> PO Box 1255 Portola, CA John Avila 559-274-0300	<b>PORTOLA LF FINAL CLOSURE</b> 946,000 LLDPE Closure Turf	PORTOLA, CA	OCTOBER 2014
<b>CITY OF BRENTWOOD</b> 150 CITY PARK WAY BRENTWOOD, CA 94513 Michael Sallee 775-284-2929	<b>WWTP HOLDING POND LINER</b> 224,100 SF 45 MIL HYPALON	BRENTWOOD, CA	DECEMBER 2014

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# D&E CONSTRUCTION, INC.

<b>MUSCO FAMILY OLIVE COMPANY</b> 17950 VIA NICOLO ROAD TRACY, CA 95377 Jim Murray 209-333-1116	<b>MUSCO FAMILY OLIVE COMPANY</b> 458,000 SF 45 MIL POLYPROPYLENE GEOMEMBRANE 458,000 SF TENDRAIN 7 GEOCOMPOSITE 458,000 SF 60 MIL SST HDPE GEOMEMBRANE	TRACY, CA	JANUARY 2015
<b>UNIVERSITY OF CALIFORNIA, DAVIS CAMPUS</b> 255 COUSTEAU PLACE DAVIS, CA 95618 MARK ARIZA 916-481-6792	<b>LANDFILL CLOSURE PROJECT UC DAVIS</b> 245,000 SF 8 OZ GEOTEXTILE 277,000 SF 50 MIL LLDPE SUPER GRIP NET 65,000 SF GCL	DAVIS, CA	JANUARY 2015
<b>KERN COUNTY WASTE MANAGEMENT</b> 2700 M ST STE 500 BAKERSFIELD, CA 93301 DAVE RAMINHA 805-461-0052	<b>TAFT SANITARY LF MOD 2</b> 478,276 SF 60 MIL DT GEOMEMBRANE 478,276 SF GCL W/40 MIL VAPOR BARRIER 216,127 SF GEOTEXTILE CUSHION	TAFT, CA	JANUARY 2015
<b>OLIVENHAIN MUNICIPAL WATER DISTRICT</b> 16595 DOVE CANYON ROAD SAN DIEGO, CA 92127 GEORGE BRIEST 760-632-4640	<b>4S RANCH WET WEATHER STORAGE</b> 520,000 SF XR-5 8130 GEOMEMBRANE 1,040,00 SF 8 OZ GEOTEXTILE	ENCINITAS, CA	OCTOBER 2015
<b>COUNTY OF SAN BERNARDINO</b> 222 W HOSPITALITY LANE, 2 <sup>ND</sup> FLOOR SAN BERNARDINO, CA 92415 EDDIE JUAREZ 714-460-1049	<b>MID VALLEY LANDFILL, UNIT 1 CLOSURE</b> 951,000 SF 60 MIL GEOMEMBRANE 489,000 SF GCL 353,000 SF 12 OZ GEOTEXTILE 353,000 SF 8 OZ GEOTEXTILE 112,000 SF 16 OZ GEOTEXTILE	RIALTO, CA	DECEMBER 2015
<b>COUNTY OF SHASTA</b> 1450 COURT STREET, SUITE 308 B REDDING, CA 96001 KEVIN CARR 707-448-4488	<b>WEST CENTRAL LF – UNIT 4C</b> 55,010 SF 60 MIL HDPE GEOMEMBRANE 54,313 SF GCL 54,724 SF GEOTEXTILE 15,827 SF RPC COVER	REDDING, CA	OCTOBER 2016
<b>COUNTY OF ORANGE</b> 300 N FLOWER STREET, SUITE 400 SANTA ANA, CA 92703 EDDIE JUAREZ 714-460-1049	<b>FRB LF GROUNDWATER PROTECTION SYSTEM</b> 560,000 SF 16 OZ GEOTEXTILE 450,000 SF PROTECTIVE PLASTIC COVER 560,000 SF 80 MIL SST HDPE 560,000 SF GCL	IRVINE, CA	OCTOBER 2016
<b>PHILIP VERWAY FARMS</b> 19765 13 <sup>TH</sup> AVENUE HANFORD, CA 93230 CRAIG HARTMAN 559-802-3052	<b>VERWAY FARMS HANFORD</b> 603,386 SF 60 MIL CONDUCTIVE HDPE 603,386 SF 60 MIL SECONDARY HDPE 603,386 SF GEONET	HANFORD, CA	FEBRUARY 2016
<b>CUYAMA COUNTY SERVICES DIST</b> 5033 HIGHWAY 166 NEW CUYAMA, CA 93254 DAVID SANSONE 805-549-0667	<b>CUYAMA WWT PLANT EFFLUENT</b> 386,400 SF 60 MIL SMOOTH HDPE	CUYAMA, CA	FEBRUARY 2017
<b>CITY OF GREENFIELD WWTP</b> 599 EL CAMINO REAL GREENFIELD, CA 93927 DEVIN LIGHT 805-964-8661	<b>331,200 SF 60 MIL HDPE</b> 330,750 SF 10 OZ GEOTEXTILE	GREENFIELD, CA	FEBRUARY 2017

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Item# 7



# D&E CONSTRUCTION, INC.

<p><b>COUNTY OF SAN JOAQUIN</b>          1810 EAST HAZELTON AVE          STOCKTON, CA 95205          SPENCER MENDEZ 530-695-1352</p>	<p><b>NORTH COUNTY RECYCLING CENTER,          AREA 5B</b>          537,327 SF 60 MIL DS          101,461 SF GEOCOMPOSITE DRAIN          537,327 SF GCL          431,895 8 OZ GEOTEXTILE SEPARATOR          435,754 SF 16 OZ GEOTEXTILE CUSHION</p>	<p>LODI, CA</p>	<p>OCTOBER          2017</p>
<p><b>COUNTY OF TULARE</b>          5955 S MOONEY BLVD          VISALIA, CA 93277          MIKE SHEFFIELD 559-924-7715</p>	<p><b>VISALIA LANDFILL PHASE 3 EXPANSION</b>          1,160,700 SF2S 60 MIL HDPE          1,160,700 SF GCL          1,160,700 GEOCOMPOSITE</p>	<p>VISALIA, CA</p>	<p>JANUARY          2018</p>
<p><b>STANISLAUS CO DEPT OF ENVIRONMENTAL          SERVICES</b>          3800 CORNUCOPIA WAY, SUITE C          MODESTO, CA 93568</p>	<p><b>FINK ROAD LANFILL'S CLASS II – 3 CELL          4 BASE</b>          678,600 SF GCL          260,600 SF 60 MIL DS HDPE          430,100 SF 60 MIL SS HDPE          249,800 SF GEOCOMPOSITE          255,000 SF 8 OZ GEOTEXTILE</p>	<p>CROWS LANDING          CA</p>	<p>JANUARY          2018</p>
<p><b>NAPA SANITATION DISTRICT</b>          1515 SOSCAL FERRY ROAD          NAPA, CA 94558          JOHN RE 925-249-0011</p>	<p><b>RECYCLED WATER RESERVOIR          IMPROVEMENTS</b>          135,792 SF 60 MIL CONDUCTIVE HDPE          135,792 SF 12 OZ GEOTEXTILE          3,232 LF CONCRETE ATTACHMENT          480 LF BALLAST SYSTEM</p>	<p>NAPA, CA</p>	<p>APRIL 2018</p>
<p><b>BURRTEC WASTE INDUSTRIES</b>          9890 CHERRY AVENUE          FONTANA, CA 92335          TODD GUNNELL 714 540-5351</p>	<p><b>SALTON DITY SW PH 1B</b>          507,976 SF GEOCOMPOSITE DRAINAGE          507,976 SF 40 MIL TEXT HDPE          493,528 SF 60 MIL TXT HDPE          493,528 SF GEOCOMPOSITE DRAINAGE</p>	<p>SALTON CITY, CA</p>	<p>JUNE 2018</p>
<p><b>SALINAS VALLEY SOLID WASTE</b>          128 SUN STREET #101          SALINAS CA 93901          JERRY MIDDLETON 559-924-7715</p>	<p><b>JOHNSON CANYON LF MODULE 7</b>          390,700 SF GCL          390,700 SF 60 MIL DST HDPE          361,800 SF LLDPE          361,800 SF GEOCOMPOSITE</p>	<p>SALINAS, CA</p>	<p>OCTOBER          2019</p>
<p><b>KERN COUNTY PUBLIC WORKS</b>          2700 "M" ST #400          BAKERSFIELD, CA 93301          ANDRE HAWKS 714-893-6366</p>	<p><b>BENA</b>          1,334,200 SF 60 MIL SST HDPE          1,325,200 SF 40 MIL DST HDPE          610,400 GEOCOMPOSITE          1,327,500 GCL</p>	<p>BAKERSFIELD, CA</p>	<p>DECEMBER          2019</p>
<p><b>MUSCO FAMILY OLIVE CO</b>          17950 VIA NICOLA RD          TRACY CA 95304          TIM SMITH 209-333-1116</p>	<p><b>MUSCO OLIVE</b>          700,000 SF 80 MIL HDPE          700,000 SF 45 MIL RPP          694,000 SF TENDRAIN</p>	<p>TRACY, CA</p>	<p>APRIL 2020</p>
<p><b>SAN JOAQUIN SOLID WASTE</b>          1810 E HAZLETON AVE          STOCTON CA 95205          TIM SMITH 209-333-1116</p>	<p><b>FOOTHILL LANDFILL MOD 2B</b>          923,000 SF GEOCOMPOSITE DRAIN          923,000 SF GCL          924,000 SF 60 MIL DST HDPE</p>		<p>JUNE 2020</p>
<p><b>COUNTY OF SAN BERNARDINO, SWMD</b>          222 WEST HOSPITALITY LANE, 2<sup>ND</sup> FLOOR          SAN BERNARDINO CA 92415-0017          JOHN PENA 714-460-1038</p>	<p><b>MID VALLEY LF UNIT 4 PH I</b>          3,358,000, SF 60 MIL DST HDPE          1,900,000 SF 30 MIL DST HDPE          1,900,000 SF 60 MIL SST HDPE          4,772,000 SF GCL          2,872,000 SF 8, 12, &amp;16 OZ GEOTEXTILE          1,500,000 SF PROTECTIVE PLASTIC          SANDBAG BALLAST</p>	<p>SAN          BERNARDINO, CA</p>	<p>JULY 2020</p>

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# D&E CONSTRUCTION, INC.

<p>COUNTY OF SAN BERNARDINO, SWMD 222 WEST HOSPITALITY LANE, 2<sup>ND</sup> FLOOR SAN BERNARDINO CA 92415-0017 MATT WILLIAMS 714-460-1038</p>	<p>CALIFORNIA STREET LANDFILL PH 4 EXPANSION 480,000 SF 40 MIL DST HDPE 463,000 SF GCL 46,000 SF 60 MIL SST HDPE 465,000 SF DS GEOCOMPOSITE 40,000 SF GEOMEMBRANE COVER &amp; BALLAST</p>	<p>SAN BERNARDINO, CA</p>	<p>SEPTEMBER 2020</p>
<p>CITY OF REDLANDS 35 CAJON ST. STE#20 REDLANDS CA 92373 MATT WILLIAMS 714-460-1038</p>	<p>SAN TIMOTEO UNIT 2 PH 3-2 &amp; 4 735,092 SF 60 MIL DST HDPE 735,092 SF GCL 200,092 SF 80 MIL DST HDPE 150,092 SF 80 MIL SST HDPE 585,000 SF 16 OZ GEOTEXTILE 585,000 SF BALLAST &amp; SKRIM LINER</p>	<p>REDLANDS, CA</p>	<p>DECEMBER 2020</p>
<p>HARRIS BEEF RANCH CO POB 269 SELMA, CA 93662 STEVEN BOMMELJE 559-636-1166</p>	<p>HARRIS RANCH BEEF COMPANY 698,528 SF 60 MIL HDPE 698,528 SF HYPERNET 698,528 SF 60 MIL CONDUCTIVE HDPE 48,256 SF 2" GEOCOMPOSITE STRIPS</p>	<p>SELMA, CA</p>	<p>DECEMBER 2020</p>
<p>COUNTY OF TULARE 5955 S MOONEY BLVD VISALIA CA 93277 JOHN PENA 714-460-1038</p>	<p>VISALIA LF PH 4 EXPANSION 2,448,000 SF GCL 2,454,000 SF 60 MIL DST HDPE 2,454,000 GEOCOMPOSITE</p>	<p>VISALIA, CA</p>	<p>MARCH 2021</p>
<p>VENTURA REGIONAL SANITATION DIST 1001 PARTRIDGE DRIVE, SUITE 150 VENTURA, CA 93003-0704 TODD ST. PETER 714-240-4983</p>	<p>TOLAND ROAD LANDFILL 4B 239,878 GCLSF 73,295 SF 80 MIL DS HDPE 240,878 SF 80 MIL SS HDPE 386,200 SF 16 OZ GEOTEXTILE 207,000 8 OZ GEOTEXTILE</p>	<p>VENTURA, CA</p>	<p>AUGUST 2021</p>
<p>RESOURCE RECOVERY &amp; WASTE MGT 2065 E MAIN STREET SANTA MARIA CA TOBY WHEELER 805-461-0052</p>	<p>SMRL CELL 1 EXT 430,000 SF 60 MIL MICROSPIKE 424,000 SF 80 MIL MICROSPIKE 800,000 SF GEOTEXTILE 424,950 SF TRANSNET</p>	<p>SANTA MARIA, CA</p>	<p>SEPTEMBER 2021</p>
<p>CALRECYCLE DEPT OF RESOURCES 1001 I STREET SACRAMENTO, CA 95814 ARIN BRIM 209-333-1116</p>	<p>BONZI LANDFILL CLOSURE 2,351,273 SF 40 MIL DS LLDPE 66,684 SF GEOCOMPOSITE DS</p>	<p>MODESTO, CA</p>	<p>NOVEMBER 2021</p>

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Lic. # 733203 A, B-C 61/D12

Item# 7

**Financial Summary  
Toland Road Landfill Phase 4C Liner Project  
Proposed Change Orders**

**Additive Change Orders**

CO 1	Traffic control		\$163,416
CO 2	H-Beams		\$110,005
	a. 8 additional beams and longer than expected	\$102,005	
	b. Additional equipment Mobilization	\$ 8,000	
CO 3	Increase in trash hauling		\$714,615
CO 4	Over excavation and Backfill		\$148,764
	a. Over excavation of wet soil and pipe removal	\$130,643	
	b. Backfill with dry material	\$ 18,121	
CO 5	Remaining Dirt in cut 1 with trucks		\$782,772
CO 6	Cut 3 old stockpile excavation		\$574,925
		Total	\$2,494,497

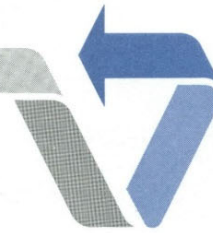
**Reduction Change Orders**

CO 7	Material excavated by VRSD staff before award of Project		\$(171,033)
CO 8	Cut 2 Material not able to be excavated		\$(822,575)
		Total	\$ (993,608)

**Contract Change Summary**

Total Contract adjustment needed as of 9/4/2024 [= \$2,494,497 minus \$993,608]	\$1,500,889
Additional Contingency fund needed	\$ 299,111
Total Contract Increase	\$1,800,000
New Contract Amount Upon Board Approval	\$11,148,121





**CONTRACT CHANGE ORDER**

Change Order #: 001

Project Name: TRL Phase 4C Project Number: 24-001

Location of Work: Toland Road Landfill Santa Paula, CA 93060

Contractor: Sukut Construction Date issued: 10-3-24

Bid Line Item: #4 – Traffic control

**Change Description:**

In response to safety concerns during the initiation of mass excavation activities, it became necessary to implement an additional ramp for the scraper haul route and to increase the number of traffic flaggers. This adjustment created two locations where scrapers intersect the main haul road utilized by landfill traffic. To mitigate visibility-related accidents and maintain traffic flow, two traffic control flaggers were stationed at each crossing. The contractor's original bid accounted for one flagger per crossing; however, this change order reflects the need for three Sukut flaggers for a 10-hour shift for the duration of mass excavation activities. Traffic control flagging was provided from 6 AM to 4 PM and was essential when operating scrapers or haul trucks. Following the completion of scraper operations, the number of flaggers was reduced to one from Sukut at one crossing and one provided by VRSD at the second crossing near the active landfill area.

In consideration of the change(s) described above, the Contract Price is adjusted as follows:

The original Contract Price was	\$ <u>9,647,232.00</u>
Net change by previously authorized Change Orders	\$ <u>0.00</u>
The Contract Price prior to this Change Order was	\$ <u>9,647,232.00</u>
The Contract Price will be changed by this Change Order in the amount of	\$ <u>163,416.00</u>
The new Contract Price including this Change Order will be	\$ <u>9,810,648.00</u>

**Change in Contract Time:**

Original Completion Date: 12/17/2024

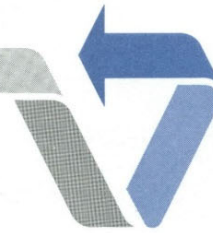
Additional Time for Change: None

New Completion Date: 12/17/2024

**Approval**

\_\_\_\_\_  
Sukut Construction

\_\_\_\_\_  
VRSD Director of Operations



## CONTRACT CHANGE ORDER

Change Order #: 002

Project Name: TRL Phase 4C Project Number: 24-001

Location of Work: Toland Road Landfill Santa Paula, CA 93060

Contractor: Sukut Construction Date issued: 10/3/2024

Bid Line Item:

### Change Description:

This change order pertains to the removal of existing I-beams. The original plans specified the removal of eight 20-foot-long beams from the excavation area, a quantity and length based on VRSD's surveyed locations and discussions with the previous operations team. However, actual field conditions revealed the presence of sixteen 60-foot-long beams, necessitating multiple attempts by Sukut to cut and remove them in 10- to 15-foot sections. Sukut was instructed to excavate and remove these additional I-beams, which required the deployment of a larger excavator and an increased number of haul trucks to transport the material between the beams. Sukut Construction has successfully completed the removal of all I-beams, including the necessary work to expose and remove the additional beams.

In consideration of the change(s) described above, the Contract Price is adjusted as follows:

The original Contract Price was \$ 9,647,232.00

Net change by previously authorized Change Orders \$ 163,416.00

The Contract Price prior to this Change Order was \$ 9,810,648.00

The Contract Price will be changed by this Change Order in the amount of \$ 110,005

The new Contract Price including this Change Order will be \$ 9,912,653.00

### Change in Contract time:

Original Completion Date: 12/17/2024

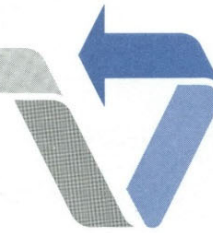
Additional Time for Change: 0 Days

New Completion Date: 12/17/2024

### Approval

\_\_\_\_\_  
Sukut Construction

\_\_\_\_\_  
VRSD Director of Operations



## CONTRACT CHANGE ORDER

Change Order #: 003

Project Name: TRL Phase 4C Project Number: 24-001

Location of Work: Toland Road Landfill Santa Paula, CA 93060

Contractor: Sukut Construction Date issued: 10/3/2024

Bid Line Item:

**Change Description:**

This change order addresses the unexpected discovery of a significant volume of trash within the project footprint. Initially estimated at approximately 20,000 cubic yards based on potholing, drilling test holes, and available survey data, actual field conditions revealed an estimated 150,000 cubic yards (the final quantity will be determined based on the concluding survey). The substantial trash volume and its distribution spread not only hindered excavation due to significant elevation variations but also obstructed access to areas initially planned for excavation by scrapers. An additional total of 106,500 cubic yards of trash at \$6.71 per cubic yards in addition to the 4.70 per cubic yards for soil due to the change in material and the required change in equipment to haul the trash.

In consideration of the change(s) described above, the Contract Price is adjusted as follows:

The original Contract Price was \$ 9,647,232.00

Net change by previously authorized Change Orders \$ 265,421.00

The Contract Price prior to this Change Order was \$ 9,912,653.00

The Contract Price will be changed by this Change Order in the amount of \$ 714,615.00

The new Contract Price including this Change Order will be \$ 10,627,268.00

**Change in Contract time:**

Original Completion Date: 12/17/2024

Additional Time for Change: 10 Days

New Completion Date: 12/31/2024

**Approval**

\_\_\_\_\_  
Sukut Construction

\_\_\_\_\_  
VRSD Director of Operations



**CONTRACT CHANGE ORDER**

Change Order #: 004

Project Name: TRL Phase 4C Project Number: 24-001

Location of Work: Toland Road Landfill Santa Paula, CA 93060

Contractor: Sukut Construction Date issued: 10/3/2024

Bid Line Item:

**Change Description:**

This change order relates to the discovery of a wet floor bottom encountered during excavation near the design grades. During the over-excavation of the wet floor, Sukut uncovered an old, rusted, partially crushed 48-inch diameter CMP (corrugated metal pipe) drainage pipe containing trapped water. Approximately 800 linear feet of the pipe and wet floor were excavated, with varying depths ranging from 12 to 30 feet. Sukut over excavated the wet material and hauled it to the stock pile and removed the unidentified drain pipe during the excavation. An additional 8,629 cubic yards of material along with approximately 800 feet of 48-inch pipe was removed. Engineered backfill material was then placed and compacted in this area to achieve the required design floor grades.

Over excavation		
Cubic Yards	Price	Total
8629	\$ 15.14	\$ 130,643.06
Engineered Backfill		
8629	\$ 2.10	\$ 18,120.90
	<b>Total</b>	<b>\$ 148,763.96</b>

In consideration of the change(s) described above, the Contract Price is adjusted as follows:

The original Contract Price was \$ 9,647,232.00

Net change by previously authorized Change Orders \$ 980,036.00

The Contract Price prior to this Change Order was \$ 10,627,268.00

The Contract Price will be changed by this Change Order in the amount of \$ 148,764.00

The new Contract Price including this Change Order will be \$ 10,776,032.00

**Change in Contract time:**

Original Completion Date: 12/17/2024

Additional Time for Change: 10 Days

New Completion Date: 1/14/2025

**Approval**

\_\_\_\_\_  
Sukut Construction

\_\_\_\_\_  
VRSD Director of Operations



**CONTRACT CHANGE ORDER**

Change Order #: 005

Project Name: TRL Phase 4C Project Number: 24-001

Location of Work: Toland Road Landfill Santa Paula, CA 93060

Contractor: Sukut Construction Date issued: 10/3/2024

Bid Line Item: #5 – Mass Earth Excavation

**Change Description:**

This change order results from the significant volume of trash encountered at the lower elevations of the cut. The 657 scrapers were unable to operate effectively due to inconsistent pockets of trash, necessitating a transition to excavators and larger haul trucks for material removal. This situation presented a long and steep haul to the stockpile. The contractor was required to frequently switch between dirt and trash as additional pockets of trash were uncovered, further complicating the excavation process. This change order has resulted in an additional cost to the original estimate of \$4.70 per cubic yard for hauling dirt due to the required equipment changes. The additional cost of \$5.55 per cubic yard will be applied to the remaining 141,040 cubic yards of dirt that has been removed in cut 1.

Cubic Yards	Unit cost	Total
141,040	\$ 5.55	\$ 782,772.00

In consideration of the change(s) described above, the Contract Price is adjusted as follows:

The original Contract Price was \$ 9,647,232.00

Net change by previously authorized Change Orders \$ 1,128,800.00

The Contract Price prior to this Change Order was \$ 11,764,068.00

The Contract Price will be changed by this Change Order in the amount of \$ 782,772.00

The new Contract Price including this Change Order will be \$ 11,588,804.00

**Change in Contract Time:**

Original Completion Date: 12/17/2024

Additional Time for Change: None

New Completion Date: 1/14/2025

CO No. 005

**Approval**

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Sukut Construction

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VRSD Director of Operations



**CONTRACT CHANGE ORDER**

Change Order #: 006

Project Name: TRL Phase 4C Project Number: 24-001

Location of Work: Toland Road Landfill Santa Paula, CA 93060

Contractor: Sukut Construction Date issued: 10/3/2024

Bid Line Item: 5 – Mass Excavation

**Change Description:**

Cut 3 represents the northwestern section of the overall excavation footprint, separated from the remainder of the site by a wall of trash. Due to this isolation, the removal of material from Cut 3 cannot be accomplished using scrapers, as initially proposed. Instead, it is necessary to employ excavators and dump trucks to excavate and transport the soil from this area. This method enables precise removal of dirt while minimizing the displacement of trash. However, it is important to note that this approach is less efficient than using scrapers, resulting in higher costs.

Failing to excavate and stockpile as much material as possible will exacerbate the existing deficit of soil required for site closure, potentially necessitating the importation of additional material in the future. Furthermore, maximizing the excavation will help reclaim airspace that was previously considered to be used or lost.

Current estimates indicate that approximately 100,000 cubic yards of soil remain to be excavated from Cut 3; however, the final boundaries of this area have yet to be determined. The total excavation requirement could potentially reach up to 150,000 cubic yards.

Cubic Yards	Unit cost	Total
103,590	\$ 5.55	\$ 574,925.00

In consideration of the change(s) described above, the Contract Price is adjusted as follows:

The original Contract Price was \$ 9,647,232.00

Net change by previously authorized Change Orders \$ 1,911,572.00

The Contract Price prior to this Change Order was \$ 12,546,840.00

The Contract Price will be changed by this Change Order in the amount of \$ 574,925.00

The new Contract Price including this Change Order will be \$ 12,133,729.00

**Change in Contract Time:**



Original Completion Date: 12/17/2024

Additional Time for Change: None

New Completion Date: 1/14/2025

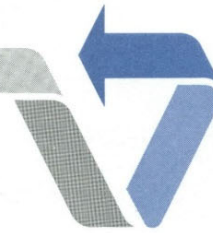
**Approval**

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Sukut Construction

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VRSD Director of Operations



CONTRACT CHANGE ORDER

Change Order #: 007

Project Name: TRL Phase 4C Project Number: 24-001

Location of Work: Toland Road Landfill Santa Paula, CA 93060

Contractor: Sukut Construction Date issued: 10/3/2024

Bid Line Item: 5 – Mass Excavation

Change Description:

This is a deduction change order. While the project was out to Bid Ventura Regional Sanitation District Staff continued to excavate dirt from the stockpile to use in the daily operation of the landfill. This reduced to overall amount of dirt in the mass excavation quantity by 36,390 cubic yards. This was agreed to by Sukut based on the project beginning topo on 6/14/2024.

Table with 3 columns: Cubic Yards, Unit cost, Total. Row 1: 39,390, \$ 4.70, \$ 171,033.00

In consideration of the change(s) described above, the Contract Price is adjusted as follows:

The original Contract Price was \$ 9,647,232.00

Net change by previously authorized Change Orders \$ 1,911,572.00

The Contract Price prior to this Change Order was \$ 12,546,840.00

The Contract Price will be changed by this Change Order in the amount of \$ (171,033.00)

The new Contract Price including this Change Order will be \$ 12,133,729.00

Change in Contract Time:

Original Completion Date: 12/17/2024

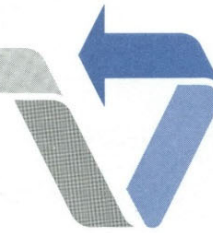
Additional Time for Change: None

New Completion Date: 1/14/2025

Approval

Sukut Construction

VRSD Director of Operations



# CONTRACT CHANGE ORDER

Change Order #: 008

Project Name: TRL Phase 4C Project Number: 24-001

Location of Work: Toland Road Landfill Santa Paula, CA 93060

Contractor: Sukut Construction Date issued: 10/3/2024

Bid Line Item: 5 – Mass Excavation

**Change Description:**

This is a deduction change order. As a result of the excess trash that was found in cut 2 Sukut was unable to excavate the remaining dirt. Due to the location of the trash the remaining dirt will not be excavated. This will result in 175,016 cubic yards of dirt to remain in place

Cubic Yards	Unit cost	Total
175,016	\$ 4.70	\$ 822,575.00

In consideration of the change(s) described above, the Contract Price is adjusted as follows:

The original Contract Price was \$ 9,647,232.00

Net change by previously authorized Change Orders \$ 2,315,464.00

The Contract Price prior to this Change Order was \$ 11,962,696.00

The Contract Price will be changed by this Change Order in the amount of \$ (822,575.00)

The new Contract Price including this Change Order will be \$ 11,140,121.00

**Change in Contract Time:**

Original Completion Date: 12/17/2024

Additional Time for Change: None

New Completion Date: 1/14/2025

**Approval**

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Sukut Construction

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VRSD Director of Operations

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