

**CITY OF SIMI VALLEY  
STAFF REPORT**

**AGENDA ITEM NO.**

**Consent (3)**

January 12, 2026

**To:** City Council

**From:** Public Works Department  
Ron Fuchiwaki, Public Works Director

**Subject:** Accept \$1,381,926 from the State of California for reimbursement of Underground Storage Tank Cleanup Costs at the Public Services Center; and approve a Supplemental Budget Request for associated payments to EquoLogic

**Staff Recommendation**

It is recommended that the City Council:

1. Accept \$1,381,926 from the State of California for reimbursement of Underground Storage Tank Cleanup Costs incurred at the Public Services Center; and
2. Approve a Supplemental Budget Request of \$417,877 in the General Fund for payment to EquoLogic for State Reimbursement of Underground Storage Tank Cleanup Costs at the Public Services Center.

**Background**

In December 1992, approximately 50 gallons of gasoline were released from a vent line at the Public Services Center (PSC) fuel station during hydrostatic testing. The City retained Fugro West, Inc. and Tetra Tech to assess and remediate the contamination. Using Fenton's Reagent, an innovative chemical oxidation treatment, Tetra Tech successfully remediated the site, and the Ventura County Environmental Health Department issued a Remedial Action Completion Certification on February 10, 2010.

In 2017, the City submitted several reimbursement claims totaling \$1,416,784.69 to the State UST Cleanup Fund, which were denied due to insufficient invoice documentation. In 2024, Reditius Foundation DBA EquoLogic (EquoLogic) contacted the City, offering to pursue an appeal. EquoLogic has extensive UST remediation and reimbursement experience and has a strong record of successful appeals with the State Fund.

On May 5, 2025, the City entered into a professional services agreement with EquoLogic (Attachment A) to seek State reimbursement of cleanup costs. EquoLogic's services are contingency-based, with no payment due unless the City recovers at least \$10,000. Once that threshold is met, EquoLogic will receive 30% of the recovered amount.

## **Discussion**

EquoLogic submitted a reimbursement claim to the State of California on behalf of the City of Simi Valley (Attachment B). On October 17, 2025, the City received notification from EquoLogic that the State of California approved a reimbursement claim (Attachment C) in the amount of \$1,391,926, less a \$10,000 deductible, resulting in a final reimbursement of \$1,381,926 to the City of Simi Valley. On Friday, December 11, 2025, the City received the check in the amount of \$1,381,926 from the State of California (Attachment D).

In accordance with the professional services agreement, the City will remit payment to EquoLogic equal to 30% of the approved reimbursement amount, totaling \$417,877. After this payment, the City will net \$964,049 in recovered funds.

## **Financial Impact**

Approve Supplemental Budget Request of \$417,877 in the General Fund (Fund 100) for payment to EquoLogic for State Reimbursement of Underground Storage Tank Cleanup Costs at the Public Services Center. The budget request will be offset by the State reimbursement and the net remaining amount of \$964,049 will be deposited into Fund 100.

## **City Council Priority**

This item supports the Fiscal Stability Pillar of Excellence.

## **Suggested Motion**

I move that the City Council accept \$1,381,926 from the State of California for reimbursement of Underground Storage Tank Cleanup Costs incurred at the Public Services Center, and approve a Supplemental Budget Request in the amount of \$417,877 in Fund 100 for payment to EquoLogic for State Reimbursement of Underground Storage Tank Cleanup Costs at the Public Services Center.

## **Summary**

In December 1992, approximately 50 gallons of gasoline were released from a vent line at the Public Services Center (PSC) fuel station during hydrostatic testing. The City retained Fugro West, Inc. and Tetra Tech to assess and remediate the contamination. Using Fenton's Reagent, an innovative chemical oxidation treatment, Tetra Tech successfully remediated the site, and the Ventura County Environmental Health Department issued a Remedial Action Completion Certification on February 10, 2010. It is recommended that the City Council accept \$1,381,926 from the State of California for reimbursement of Underground Storage Tank Cleanup Costs incurred at the Public Services Center, and approve a Supplemental Budget Request of \$417,877 in the General Fund for payment to EquoLogic for State Reimbursement of Underground Storage Tank Cleanup Costs at the Public Services Center.

**Prepared by:** Dylan Gunning, Senior Management Analyst

**Attachments**

Attachment A – Contract Reditius Foundation dba Equologic PSA for UST  
Reimbursement of Costs

Attachment B – Claim 17952, City of Simi Valley

Attachment C – State Notification

Attachment D – Check State of California

**AGREEMENT NO. 3250105  
PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
THE CITY OF SIMI VALLEY AND  
REDITIUS FOUNDATION DBA EQUOLOGIC  
FOR UNDERGROUND STORAGE TANK REIMBURSEMENTEX**

**THIS AGREEMENT** is entered into this 5th day of May 2025, by and between the CITY OF SIMI VALLEY, a municipal corporation and general law city ("CITY") and REDITIUS FOUNDATION DBA EQUOLOGIC, a California Corporation ("CONSULTANT").

**1. CONSIDERATION.**

- A. As partial consideration, CONSULTANT agrees to perform the work listed in the SCOPE OF SERVICES, below;
- B. As additional consideration, CONSULTANT and CITY agree to abide by the terms and conditions contained in this Agreement;
- C. As additional consideration, CITY agrees to pay CONSULTANT a fee of 30% of all fees more than \$10,000 received as a result of discovery and audit work performed by CONSULTANT's services. CITY may modify this amount as set forth below. Unless otherwise specified by written amendment to this Agreement, CITY will pay this sum as specified in the attached Exhibit "A," which is incorporated by reference.

**2. SCOPE OF SERVICES.**

- A. CONSULTANT will perform services listed in the attached Exhibit "A," which is incorporated by reference.
- B. CONSULTANT will, in a professional manner, furnish all of the labor, technical, administrative, professional and other personnel, all supplies and materials, equipment, printing, vehicles, transportation, office space and facilities, and all tests, testing and analyses, calculation, and all other means whatsoever, except as herein otherwise expressly specified to be furnished by CITY, necessary or proper to perform and complete the work and provide the professional services required of CONSULTANT by this Agreement.

**3. PERFORMANCE STANDARDS.** While performing this Agreement, CONSULTANT will use the appropriate generally accepted professional standards of practice existing at the time of performance utilized by persons engaged in providing similar services. CITY will continuously monitor CONSULTANT's services. CITY will notify CONSULTANT of any deficiencies and CONSULTANT will have 15 days after such notification to cure any

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shortcomings to CITY's satisfaction. Costs associated with curing the deficiencies will be borne by CONSULTANT.

4. **PAYMENTS.** For CITY to pay CONSULTANT as specified by this Agreement, CITY must receive more than \$10,000 from the State of California. Payments will be due to CONSULTANT 30 days after CITY's receipt of such sums.

5. **NON-APPROPRIATION OF FUNDS.** Payments due and payable to CONSULTANT for current services are within the current budget and within an available, unexhausted and unencumbered appropriation of the CITY. In the event the CITY has not appropriated sufficient funds for payment of CONSULTANT services beyond the current fiscal year, this Agreement will cover only those costs incurred up to the conclusion of the current fiscal year.

6. **ADDITIONAL WORK.**

- A. CITY's City Manager ("Manager") may determine, at the Manager's sole discretion, that CONSULTANT must perform additional work ("Additional Work") to complete the Scope of Work. If Additional Work is needed, the Manager will give written authorization to CONSULTANT to perform such Additional Work.
- B. If CONSULTANT believes Additional Work is needed to complete the Scope of Work, CONSULTANT will provide the Manager with written notification that contains a specific description of the proposed Additional Work, reasons for such Additional Work, and a detailed proposal regarding cost.

7. **FAMILIARITY WITH WORK.**

- A. By executing this Agreement, CONSULTANT agrees that it has:
  - i. Carefully investigated and considered the scope of services to be performed;
  - ii. Carefully considered how the services should be performed; and
  - iii. Understands the facilities, difficulties, and restrictions attending performance of the services under this Agreement.
- B. If services involve work upon any site, CONSULTANT agrees that CONSULTANT has or will investigate the site and is or will be fully acquainted with the conditions there existing, before commencing the services hereunder. Should CONSULTANT discover any latent or unknown

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conditions that may materially affect the performance of the services, CONSULTANT will immediately inform CITY of such fact and will not proceed except at CONSULTANT's own risk until written instructions are received from CITY.

8. **TERM.** The term of this Agreement will be from May 5, 2025 to May 4, 2026. Unless otherwise determined by written amendment between the parties, this Agreement will terminate in the following instances:

- A. Completion of the work specified in Exhibit "A";
- B. Termination as stated in Section 16.

9. **TIME FOR PERFORMANCE.**

- A. CONSULTANT will not perform any work under this Agreement until:
  - i. CONSULTANT furnishes proof of insurance as required under Section 23 of this Agreement; and
  - ii. CITY gives CONSULTANT a written notice to proceed.
- B. Should CONSULTANT begin work on any phase in advance of receiving written authorization to proceed, any such professional services are at CONSULTANT's own risk.

10. **TIME EXTENSIONS.** Should CONSULTANT be delayed by causes beyond CONSULTANT's control, CITY may grant a time extension for the completion of the contracted services. If delay occurs, CONSULTANT must notify the Manager within forty-eight hours (48 hours), in writing, of the cause and the extent of the delay and how such delay interferes with the Agreement's schedule. The Manager will extend the completion time, when appropriate, for the completion of the contracted services.

11. **CONSISTENCY.** In interpreting this Agreement and resolving any ambiguities, the main body of this Agreement takes precedence over the attached Exhibits; this Agreement supersedes any conflicting provisions. Any inconsistency between the Exhibits will be resolved in the order in which the Exhibits appear below:

A. Exhibit A: Proposal For Service

12. **CHANGES.** CITY may order changes in the services within the general scope of this Agreement, consisting of additions, deletions, or other revisions, and the contract sum and the contract time will be adjusted accordingly. All such changes must be authorized in writing, executed by CONSULTANT and CITY. The cost or credit to CITY resulting

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from changes in the services will be determined in accordance with written agreement between the parties.

**13. TAXPAYER IDENTIFICATION NUMBER.** CONSULTANT will provide CITY with a Taxpayer Identification Number.

**14. PERMITS AND LICENSES.** CONSULTANT, at its sole expense, will obtain and maintain during the term of this Agreement, all necessary permits, licenses, and certificates that may be required in connection with the performance of services under this Agreement.

**15. WAIVER.** CITY's review or acceptance of, or payment for, work product prepared by CONSULTANT under this Agreement will not be construed to operate as a waiver of any rights CITY may have under this Agreement or of any cause of action arising from CONSULTANT's performance. A waiver by CITY of any breach of any term, covenant, or condition contained in this Agreement will not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained in this Agreement, whether of the same or different character.

**16. TERMINATION.**

- A. Except as otherwise provided, CITY may terminate this Agreement at any time with or without cause.
- B. CONSULTANT may terminate this Agreement at any time with CITY's mutual consent. Notice will be in writing at least thirty (30) days before the effective termination date.
- C. Upon receiving a termination notice, CONSULTANT will immediately cease performance under this Agreement unless otherwise provided in the termination notice. Except as otherwise provided in the termination notice, any additional work performed by CONSULTANT after receiving a termination notice will be performed at CONSULTANT's own cost; CITY will not be obligated to compensate CONSULTANT for such work.
- D. Should termination occur, all finished or unfinished documents, data, studies, surveys, drawings, maps, reports and other materials prepared by CONSULTANT will, at CITY's option, become CITY's property, and CONSULTANT will receive just and equitable compensation for any work satisfactorily completed up to the effective date of notice of termination, not to exceed the total costs under Section 1(C).
- E. Should the Agreement be terminated pursuant to this Section, CITY may procure on its own terms services similar to those terminated.

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- F. By executing this document, CONSULTANT waives any and all claims for damages that might otherwise arise from CITY's termination under this Section.

**17. OWNERSHIP OF DOCUMENTS; EXCEPTIONS; WARRANTY.** Except as otherwise provided below, all documents, data, studies, drawings, maps, models, photographs and reports prepared by CONSULTANT (collectively, "Documents") under this Agreement are CITY's property. CONSULTANT may retain copies of such Documents as desired but will deliver all original materials to CITY upon CITY's written notice. CITY agrees that use of CONSULTANT's completed work product, for purposes other than identified in this Agreement, or use of incomplete work product, is at CITY's own risk. CONSULTANT warrants that all Documents it drafts and completes pursuant to this Agreement constitutes original work. Specifically, CONSULTANT understands and agrees that use of artificial intelligence (AI) tools including, without limitation, ChatGPT, Microsoft's Bing Chat, Google's Bard, and Meta's LLaMA (Large Language Model Meta AI), in the performance of this Agreement does not constitute an original work, i.e., submitting Documents generated by such AI tools to CITY and representing it as CONSULTANT's original work constitutes a material breach of this Agreement, constitutes a false claim, and may also violate applicable intellectual property right laws including, without limitation, United States Copyright Law. Accordingly, and notwithstanding any other provision of this Agreement as to ownership, CITY specifically rejects ownership of such Documents. CONSULTANT is required to indemnify and defend CITY to the fullest extent allowed by applicable law should it violate this Section.

**18. PUBLICATION OF DOCUMENTS.** Except as necessary for performance of service under this Agreement, no copies, sketches, or graphs of materials, including graphic art work, prepared pursuant to this Agreement, will be released by CONSULTANT to any other person or public CITY without CITY's prior written approval. All press releases, including graphic display information to be published in newspapers or magazines, will be approved and distributed solely by CITY, unless otherwise provided by written agreement between the parties.

**19. INDEMNIFICATION.**

- A. CONSULTANT agrees to the following:
- i. *Indemnification for Professional Services.* CONSULTANT will save harmless and indemnify and at CITY's request reimburse defense costs for CITY and all its officers, volunteers, employees and representatives from and against any and all suits, actions, or claims, of any character whatever, brought for, or on account of, any injuries or damages sustained by any person or property resulting or arising from any negligent or wrongful act, error or omission by

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CONSULTANT or any of CONSULTANT's officers, agents, employees, or representatives, in the performance of this Agreement, except for such loss or damage arising from CITY's sole negligence or willful misconduct.

ii. *Indemnification for other Damages.* CONSULTANT indemnifies and holds CITY harmless from and against any claim, action, damages, costs (including, without limitation, attorney's fees), injuries, or liability, arising out of this Agreement, or its performance, except for such loss or damage arising from CITY's sole negligence or willful misconduct. Should CITY be named in any suit, or should any claim be brought against it by suit or otherwise, whether the same be groundless or not, arising out of this Agreement, or its performance, CONSULTANT will defend CITY (at CITY's request and with counsel satisfactory to CITY) and will indemnify CITY for any judgment rendered against it or any sums paid out in settlement or otherwise.

- B. For purposes of this section "CITY" includes CITY's officers, officials, employees, agents, representatives, and certified volunteers.
- C. It is expressly understood and agreed that the foregoing provisions will survive termination of this Agreement.
- D. The requirements as to the types and limits of insurance coverage to be maintained by CONSULTANT as required by Section 23, and any approval of said insurance by CITY, are not intended to and will not in any manner limit or qualify the liabilities and obligations otherwise assumed by CONSULTANT pursuant to this Agreement, including, without limitation, to the provisions concerning indemnification.

**20. ASSIGNABILITY.** This Agreement is for CONSULTANT's professional services. CONSULTANT's attempts to assign the benefits or burdens of this Agreement without CITY's written approval are prohibited and will be null and void.

**21. INDEPENDENT CONTRACTOR.** CITY and CONSULTANT agree that CONSULTANT will act as an independent contractor and will have control of all work and the manner in which it is performed. CONSULTANT will be free to contract for similar service to be performed for other employers while under contract with CITY. CONSULTANT is not an agent or employee of CITY and is not entitled to participate in any pension plan, insurance, bonus or similar benefits CITY provides for its employees. Any provision in this Agreement that may appear to give CITY the right to direct CONSULTANT as to the details of doing the work or to exercise a measure of control over the work means that CONSULTANT will follow the direction of the CITY as to end results of the work only.

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**22. AUDIT OF RECORDS.** CONSULTANT will maintain full and accurate records with respect to all services and matters covered under this Agreement. CITY will have free access at all reasonable times to such records, and the right to examine and audit the same and to make transcript therefrom, and to inspect all program data, documents, proceedings and activities. CONSULTANT will retain such financial and program service records for at least three (3) years after termination or final payment under this Agreement.

**23. INSURANCE.**

- A. Before commencing performance under this Agreement, and at all other times this Agreement is effective, CONSULTANT will procure and maintain the following types of insurance with coverage limits complying, at a minimum, with the limits set forth below:

<u>Type of Insurance</u>	<u>Limits</u>
Commercial general liability:	\$2,000,000
Professional Liability	\$1,000,000
Business automobile liability	\$1,000,000
Workers compensation	Statutory requirement

- B. Commercial general liability insurance will meet or exceed the requirements of the most recent ISO-CGL Form. The amount of insurance set forth above will be a combined single limit per occurrence for bodily injury, personal injury, and property damage for the policy coverage. Liability policies will be endorsed to name CITY, its officials, and employees as “additional insureds” under said insurance coverage and to state that such insurance will be deemed “primary” such that any other insurance that may be carried by CITY will be excess thereto. Such endorsement must be reflected on ISO Form No. CG 20 10 11 85 or 88, or equivalent. Such insurance will be on an “occurrence,” not a “claims made,” basis and will not be cancelable or subject to reduction except upon thirty (30) days prior written notice to CITY.
- C. Professional liability coverage will be on an “occurrence basis” if such coverage is available, or on a “claims made” basis if not available. When coverage is provided on a “claims made basis,” CONSULTANT will continue to renew the insurance for a period of three (3) years after this Agreement expires or is terminated. Such insurance will have the same coverage and

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limits as the policy that was in effect during the term of this Agreement, and will cover CONSULTANT for all claims made by CITY arising out of any errors or omissions of CONSULTANT, or its officers, employees or agents during the time this Agreement was in effect.

- D. Automobile coverage will be written on ISO Business Auto Coverage Form CA 00 01 06 92, including symbol 1 (Any Auto).
- E. CONSULTANT will furnish to CITY duly authenticated Certificates of Insurance evidencing maintenance of the insurance required under this Agreement and such other evidence of insurance or copies of policies as may be reasonably required by CITY from time to time. Insurance must be placed with insurers with a current A.M. Best Company Rating equivalent to at least a Rating of "A:VII."
- F. Should CONSULTANT, for any reason, fail to obtain and maintain the insurance required by this Agreement, CITY may obtain such coverage at CONSULTANT's expense and deduct the cost of such insurance from payments due to CONSULTANT under this Agreement or terminate pursuant to Section 16.
- G. Self-Insured Retention/Deductibles. All policies required by this Agreement must allow CITY, as additional insured, to satisfy the self-insured retention ("SIR") and deductible of the policy in lieu of CONSULTANT (as the named insured) should CONSULTANT fail to pay the SIR or deductible requirements. The amount of the SIR or deductible is subject to the approval of the City Attorney and the Risk Manager. CONSULTANT understands and agrees that satisfaction of this requirement is an express condition precedent to the effectiveness of this Agreement. Failure by CONSULTANT as primary insured to pay its SIR or deductible constitutes a material breach of this Agreement. Should CITY pay the SIR or deductible on CITY's behalf upon the CONSULTANT'S failure or refusal to do so in order to secure defense and indemnification as an additional insured under the policy, CITY may include such amounts as damages in any action against CONSULTANT for breach of this Agreement in addition to any other damages incurred by CITY due to the breach.

**24. USE OF SUBCONTRACTORS.** CONSULTANT must obtain CITY's prior written approval to use any consultants while performing any portion of this Agreement. Such approval must approve of the proposed consultant and the terms of compensation.

**25. INCIDENTAL TASKS.** CONSULTANT will meet with CITY monthly to provide the status on the project, which will include a schedule update and a short narrative

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description of progress during the past month for each major task, a description of the work remaining and a description of the work to be done before the next schedule update.

26. **NOTICES.** All communications to either party by the other party will be deemed made when received by such party at its respective name and address as follows:

If to CONSULTANT:

Attention: Susan Garner  
Reditius Foundation DBA EquoLogic  
760 Newhall Dr. #1122  
San Jose, CA 95110  
P.O. Box 59160  
San Jose, CA 95159  
(408) 679-7166  
Sgarner@EquoLogicGroup.com

If to CITY:

Attention: Ronald K. Fuchiwaki  
Public Works Director  
City of Simi Valley  
2929 Tapo Canyon Road  
Simi Valley, CA 93063  
Staff Contact: Wanda Moyer  
Deputy Public Works Director  
Environmental Compliance  
(805) 583-6077  
WMoyer@simivalley.org

Any such written communications by mail will be conclusively deemed to have been received by the addressee upon deposit thereof in the United States Mail, postage prepaid and properly addressed as noted above. In all other instances, notices will be deemed given at the time of actual delivery. Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this paragraph.

27. **CONFLICT OF INTEREST.** CONSULTANT will comply with all conflict of interest laws and regulations including, without limitation, CITY's conflict of interest regulations.

28. **SOLICITATION.** CONSULTANT maintains and warrants that it has not employed nor retained any company or person, other than CONSULTANT's bona fide employee, to solicit or secure this Agreement. Further, CONSULTANT warrants that it has not paid nor has it agreed to pay any company or person, other than CONSULTANT's bona fide employee, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Should CONSULTANT breach or violate this warranty, CITY may rescind this Agreement without liability.

29. **THIRD PARTY BENEFICIARIES.** This Agreement and every provision herein is generally for the exclusive benefit of CONSULTANT and CITY and not for the benefit of any other party. There will be no incidental or other beneficiaries of any of CONSULTANT's or CITY's obligations under this Agreement.

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30. **INTERPRETATION.** This Agreement was drafted in, and will be construed in accordance with the laws of the State of California, and exclusive venue for any action involving this agreement will be in Ventura County.

31. **COMPLIANCE WITH LAW.** CONSULTANT agrees to comply with all federal, state, and local laws applicable to this Agreement.

32. **ENTIRE AGREEMENT.** This Agreement, and its Attachments, sets forth the entire understanding of the parties. There are no other understandings, terms or other agreements expressed or implied, oral or written. There is one Attachment to this Agreement. This Agreement will bind and inure to the benefit of the parties to this Agreement and any subsequent successors and assigns.

33. **RULES OF CONSTRUCTION.** Each Party had the opportunity to independently review this Agreement with legal counsel. Accordingly, this Agreement will be construed simply, as a whole, and in accordance with its fair meaning; it will not be interpreted strictly for or against either Party.

34. **SEVERABILITY.** If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion will be deemed modified to the extent necessary in the opinion of the court to render such portion enforceable and, as so modified, such portion and the balance of this Agreement will continue in full force and effect.

35. **AUTHORITY/MODIFICATION.** The Parties represent and warrant that all necessary action has been taken by the Parties to authorize the undersigned to execute this Agreement and to engage in the actions described herein. This Agreement may be modified by written amendment. CITY's Manager, or designee, may execute any such amendment on behalf of CITY.

36. **ELECTRONIC SIGNATURES.** This Agreement may be executed by the Parties on any number of separate counterparts, and all such counterparts so executed constitute one Agreement binding on all the Parties notwithstanding that all the Parties are not signatories to the same counterpart. In accordance with Government Code §16.5, the Parties agree that this Agreement, Agreements ancillary to this Agreement, and related documents to be entered into in connection with this Agreement will be considered signed when the signature of a party is delivered by electronic transmission. Such electronic signature will be treated in all respects as having the same effect as an original signature.

37. **CAPTIONS.** The captions of the paragraphs of this Agreement are for convenience of reference only and will not affect the interpretation of this Agreement.

38. **TIME IS OF ESSENCE.** Time is of the essence for each and every provision of this Agreement.

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39. **FORCE MAJEURE.** Should performance of this Agreement be prevented due to fire, flood, explosion, acts of terrorism, war, embargo, government action, civil or military authority, the natural elements, or other similar causes beyond the Parties' reasonable control, then the Agreement will immediately terminate without obligation of either party to the other.

40. **STATEMENT OF EXPERIENCE.** By executing this Agreement, CONSULTANT represents that it has demonstrated trustworthiness and possesses the quality, fitness and capacity to perform the Agreement in a manner satisfactory to CITY. CONSULTANT represents that its financial resources, surety and insurance experience, service experience, completion ability, personnel, current workload, experience in dealing with private consultants, and experience in dealing with public agencies all suggest that CONSULTANT is capable of performing the proposed contract and has a demonstrated capacity to deal fairly and effectively with and to satisfy a public CITY.

[SIGNATURES ON NEXT PAGE]

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**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement the day and year first hereinabove written.

**Attest:**

**City of Simi Valley, A Municipal Corporation**

DocuSigned by:  
*Lucy Blanco*  
2C09E380D6CF450...  
\_\_\_\_\_  
Lucy Blanco, City Clerk

Signed by:  
*Dee Dee Cavanaugh*  
EBE8FA4991184F1...  
By: \_\_\_\_\_  
Dee Dee Cavanaugh, Mayor of the  
City of Simi Valley, California

**Approved as to Form:**

**Reditius Foundation DBA EquoLogic**

DocuSigned by:  
*Algeria R. Ford*  
2B361529F2324F5...  
\_\_\_\_\_  
Algeria R. Ford, City Attorney

DocuSigned by:  
*SUSAN M GARNER*  
07CF0DBCC010463...  
By: \_\_\_\_\_  
Print Name: Susan Garner

**Approved as to Content:**

Title: CEO and President

DocuSigned by:  
*Samantha C. Argabrite*  
ED7FE6D626514E6...  
\_\_\_\_\_  
Samantha C. Argabrite, City Manager

Signed by:  
*Patricia Kaemingk*  
55BE007DBB0E42E...  
By: \_\_\_\_\_  
Print Name: Patricia Kaemingk

DocuSigned by:  
*Johanna Medrano*  
32EE4E282B66420...  
\_\_\_\_\_  
Johanna Medrano,  
Deputy Administrative Services Director/  
Budget & Purchasing

Title: Technical Coordinator

Signed by:  
*Ronald K. Fuchiwaki*  
126CA44F86ED467...  
\_\_\_\_\_  
Ronald K. Fuchiwaki  
Public Works Director



## EXHIBIT A

(Underground Storage Tank Cleanup Fund Reimbursement Services)

April 5, 2018

### SCOPE OF SERVICES

The EquoLogic Group (EquoLogic) offers to provide Underground Storage Tank (UST) Reimbursement services to the City of Simi Valley (Client) for the site located at 500 Los Angeles Ave, Simi Valley, CA, as described below:

1. Request and submittal of information to the State of California Underground Storage Tank Cleanup Fund (Fund) to reopen claim number 17592.
2. Review and assembly of appropriate documents including but not limited to: accounting and invoice records, regulatory directives, proposals and reports, client files, and previous Fund submittals to determine eligibility of corrective action costs.
3. Preparation and submittal of an appeal of RR1 and RR2 and/or Reimbursement Request (RR3), which will seek reimbursement of corrective action costs at this site (minus the appropriate deductible amount which is anticipated to be \$10,000). Site expenses must exceed \$10,000 to receive funding.
4. Communication and correspondence with Cleanup Fund staff as required, to obtain reimbursement of eligible costs.
5. Appeal of any unpaid costs following submittals, as appropriate.

### COMPENSATION

EquoLogic offers the Scope of Services described above on a Contingency Compensation basis. These terms allow the Client to avoid any expenditure until and unless reimbursement is received directly from the Cleanup Fund. **If Client does not receive any reimbursement funding, EquoLogic will waive any and all fees for the services provided.** EquoLogic is to be paid a flat fee of 30% of all funds Client receives (including the deductible) from the Cleanup Fund, plus any direct expenses that are authorized by the Client at the time of billing. If partial reimbursement of RR3 is obtained by the Fund, costs determined as ineligible will be appealed to the Fund Manager as deemed appropriate. EquoLogic is to be paid within 30 days of Client's receipt of reimbursement from the Cleanup Fund.

This Agreement is subject to the following General Conditions:

#### SECTION 1: FEE PAYMENT

- 1.1 Payment is due within 30 days of Client's receipt of any Fund reimbursement.
- 1.2 If payment is not made within the appropriate time frame as described above, the Client will also pay a finance charge thereon of 1.5 percent, or the maximum rate allowed by law, whichever is less, for each month thereafter - or portion thereof - that the amount remains unpaid.
- 1.3 If Client fails to pay EquoLogic within sixty (90) days after of the appropriate time frame described in Items 1.1 or 1.2, EquoLogic may deem failure to pay a breach of this Agreement, terminate the same, and be relieved of any and all duties under this Agreement. EquoLogic may proceed to collection, as described under Section 6.

#### SECTION 2: PROJECT INFORMATION

2.1 Client will provide to EquoLogic information known to Client regarding corrective action and associated costs at this site. Client will provide this information as requested, in digital format, via email or hard digital device. The information may include without limitation, as appropriate to the work, all invoices and accounts payable records, fee records, permits, applications, technical reports, and property records.

2.2 Client will immediately transmit to EquoLogic any updates, revisions, or additions to the Project Information as they become available to Client. EquoLogic is authorized to communicate directly with Cleanup Fund staff on behalf of Client, as needed.

#### SECTION 3: OWNERSHIP OF DOCUMENTS; CONFIDENTIALITY, PATENTS AND COPYRIGHTS

3.1 EquoLogic will prepare and deliver the Cleanup Fund claim application and reimbursement request to Client as Reports, instruments of the professional services performed.

3.2 With regard to audit and inspection of records, EquoLogic agrees that all materials supplied, and services performed under the Project, facilities used in connection therewith, and records and documentation thereunto appertaining are subject to inspection, test, or audit by duly authorized representatives of Client and the State of California. EquoLogic agrees to maintain all required records relating to the Project for at least three years after Client makes final payment and all other pending matters are closed.

3.3 All Reports, Records, and Project Information disclosed or delivered to EquoLogic, or information that EquoLogic uncovers, acquires, or generates in the course of performing the Work will be treated by EquoLogic as confidential information and will not be disclosed or made available to others (other than the Cleanup Fund) by EquoLogic without prior consent of Client. The foregoing obligation will not apply to any information that EquoLogic establishes: (a) is already known to EquoLogic at the time of its receipt accessible to the public through no fault of EquoLogic, (b) is disclosed to EquoLogic by a third party on a non-confidential basis, (c) is deemed necessary by EquoLogic to warn of an imminent danger to life or property, or (d) is required to be disclosed pursuant to legal process, subpoena, court order, applicable law, or agency regulation.

3.4 Notwithstanding any other provision to the contrary, EquoLogic retains the right of ownership of any patentable or copyrightable concepts arising from its services.

3.5 EquoLogic understands that Client is a public entity that must comply with various public records laws including the California Public Records Act ("CPRA"). Accordingly, all records created by EquoLogic in performance of this Agreement including, without limitation, electronic communications, voicemails, and other "writings" as defined by California law. EquoLogic must preserve all such documents in accordance with the City's retention schedules and must provide such documents upon Client's request.

#### SECTION 4: STANDARD OF CARE

4.1 EquoLogic will perform the Work consistent with that level of care and skill ordinarily exercised by members of its profession currently practicing under similar conditions. EquoLogic makes no other warranties with regard to the Work.

4.2 EquoLogic will not be responsible for the interpretation of its data by others.

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**Claim 17592 - City of Simi Valley, Public Works Yard**  
**Invoice Cost Breakdown**  
**Revised 10/2/2025**

**ITEM 1 through ITEM 5****Item 1: \$9,784 (Additional Site Assessment, Borings B-1 through B-6)**

Regulatory Directives: VCEH letters dated January 28, 1998 and March 31, 1998

invoice	Date	Amount	Item 1	Item 2
55948	21-Dec-98	\$12,584	\$9,784	\$2800

Reports:

- *Workplan for Additional Site Assessment dated March 19, 1998*
- *Additional Site Assessment Report dated October 8, 1998*

**Item 2: \$10,435 (Groundwater Monitoring 4 Qrts 1998)**

Regulatory Directive: VCEH letters dated Jan 28, 1998

Invoice	Date	Amount	Item 1	Item 2
55984	21-Dec-98	12,584	9,784	2,800
55950	15-Dec-98	5,874		5,874
56429	15-Jan-99	1,761		1,761
<b>Total</b>		<b>\$20,219</b>	<b>\$9,784</b>	<b>\$10,435</b>

Note: Three groundwater monitoring wells, MW-1, MW-2, &amp; MW-3, are sampled quarterly.

Reports:

- *1st Quarter GWM Report dated May 1998*
- *2nd Quarter GWM Report dated July 1998*
- *3rd Quarter GWM Report dated September 30, 1998*
- *4th Quarter GWM Report dated February 1999*

**Item 3: \$8,420 (Groundwater Monitoring 4 Qrts 1999)**

Invoice	Date	Amount	Item 3
60178	1-Sep-99	3,366	3,366
60863	25-Oct-99	1,509	1,509
62119	25-Jan-00	3,545	3,545
<b>Total</b>		<b>\$8,420</b>	<b>\$8,420</b>

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Note: 4 groundwater monitoring wells, MW-1 through MW-4, sampled each quarter.

Reports:

- *1st Quarter GWM Report dated May 10, 1999*
- *2nd Quarter GWM Report dated July 14, 1999*
- *3rd Quarter GWM Report dated October 8, 1990*
- *4th Quarter GWM Report dated January 2000*

**Item 4: \$11,486 (Additional Groundwater Assessment, Borings B-7 through B-12)**

Regulatory Directives: VCEH letters dated February 9, 2000 and June 13, 2000

Invoice	Date	Amount	Item 4	Item 6
64676	19-Jul-00	4,047	2,500	1,547
65278	21-Aug-00	2,376	2,376	
65587	5-Sep-00	2,864	2,864	
66280	25-Oct-00	5,481	3,756	1725
<b>Total</b>		<b>\$14,768</b>	<b>\$11,486</b>	<b>\$3,272</b>

Reports:

- *Technical Workplan dated May 31, 2000*
- *Additional Groundwater Assessment Report dated August 4, 2000*

**Item 5: \$15,223 (Fuel Oxygenate Assessment, Borings B-13 through B-16)**

Regulatory Directives: VCEH letters dated August 16, 2000 & October 30, 2000

Invoice	Date	Amount	Item 5
67123	15-Dec-00	1,224	1,224
66722	14-Nov-00	1,320	1,320
67600	17-Jan-01	3,643	3,643
68100	20-Feb-01	5,083	5,083
68428	20-Mar-02	3,953	3,953
<b>Total</b>		<b>\$15,223</b>	<b>\$15,223</b>

Reports:

- *Technical Workplan for Fuel Oxygenate Source Area Environmental Assessment, dated October 20, 2000*
- *Fuel Oxygenate Source Area Environmental Assessment Report, dated January 15, 2001*

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**ITEM 6****Item 6: \$31,933 (Groundwater Monitoring 2000 and 2001, 7 quarters)**

Invoice	Date	Amount	Item 4	Item 6	Item 7
64676	19-Jul-00	4,047	2,500	1,547	
66280	25-Oct-00	5,481	3,756	1,725	
66648	14-Nov-00	3,019		3,019	
67238	12-Dec-00	649		649	
68103	20-Feb-01	4,899		4,899	
69471	2-May-01	4,933		4,933	
70862	9-Jul-01	1,943		1,943	
73002	17-Dec-01	45,445		8,296	37,149
74922	14-Jan-02	9,427		1,000	8,427
76689	4-Apr-02	4,922		3,922	1,000
<b>Total</b>		<b>\$84,765</b>	<b>\$6,256</b>	<b>\$31,933</b>	<b>\$46,576</b>

\*Breakdown by Invoice follows:

Invoice	Amount	GWM	GWM lab
64676	1,547	558	989
66280	1,725	1,725	
66648	3,019		3,019
67238	649	649	
68103	4,899	1,840	3,059
69471	4,933	2,434	2,499
70862	1,943		1,943
73002	8,296	4,159	4,137
74922	1,000	1,000	
76689	3,922	2,425	1,497
<b>Total</b>	<b>\$31,933</b>	<b>\$14,790</b>	<b>\$17,143</b>

7 GWM events – All 4 Monitoring wells (MW-1 through MW-4) sampled 2<sup>nd</sup> & 4<sup>th</sup> quarter.  
Three wells sampled 1<sup>st</sup> & 3<sup>rd</sup>.

3 monitoring well events (1<sup>st</sup> & 3<sup>rd</sup> Qrt) \$4800/event = \$14,400

4 monitoring well events (2<sup>nd</sup> & 4<sup>th</sup> Qrt) \$5850/event = \$17,550

\$31,950

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Reports:

- *2<sup>nd</sup> Quarter 2000 GWM Report dated June 19, 2000*
- *3<sup>rd</sup> Quarter 2000 GWM Report dated December 20, 2000*
- *4<sup>th</sup> Quarter 2000 GWM Report dated January 24, 2001*
- *1st Quarter 2001 GWM Report dated May 3, 2001*
- *2<sup>nd</sup> Quarter 2001 GWM Report dated August 14, 2001*
- *3<sup>rd</sup> Third Quarter 2001 GWM Report dated October 30, 2001*
- *4<sup>th</sup> Quarter 2001 GWM Report dated January 28, 2002*

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**ITEM 7****Item 7: \$64,263 (Pilot Test Workplan, Installation of Wells for Pump testing DW-1, OW-1& OW-3, and Q1 2002 GWM)**

Regulatory Directives: VCEH letters dated January 26, 2001, April 23, 2002 &amp; June 2, 2002

Invoice	Date	Amount	Item 6	Item 7	Item 8
73022	17-Dec-01	45,455	8,296	37,149	
74922	14-Jan-02	9,427	1,000	8,427	
76689	4-Apr-02	4,922	3,922	1,000	
78506	28-Jun-02	15,431		15,431	
79687	23-Aug-02	8,793		2,256	6,537
<b>Total</b>		<b>84,028</b>	<b>13,218</b>	<b>64,263</b>	<b>6,537</b>

\*Breakdown by Invoice follows:

Invoice	Amount	A (PM)	B (field)	B (o/s)	C (treatsys)	C (Lab)	D (CAP)	E- (GWM)	E- GWM - lab
73022	37,149	5109	10,082	5824	12,141	3093	900		
74922	8427	1000		924	1,012		5,491		
76689	1000	1000							\
78506	15,431	3041					7533	3731	1126
79687	2,256						2256		
<b>Total</b>	<b>64,263</b>	<b>10,150</b>	<b>10,082</b>	<b>6,748</b>	<b>13,153</b>	<b>3093</b>	<b>16,180</b>	<b>3,731</b>	<b>1,126</b>

**Item 7A** – \$10,150: Project Management: for 11 months (\$923/month)**Item 7B** – \$16,830: Installation of Pump Test Well and two Observation Wells

1. Installation of Pump Test Well (55') and 2 Observation wells (40 &amp; 55')

- S&G Drilling (drilling and materials)	\$4,287
- Interphase (drilling & materials)	1,538
- Field Labor	4,982
- materials, field equipment & travel	1,200
	\$12,007

DW-1(4" casing to 55') = \$4,600

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OW-1 &amp; OW-2 (2" casing to 40' &amp; 55') = \$7,400 (\$3,500 each)

## 2. Surveying Wells

- WM Holdings	\$924
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3. Well installation permits	\$1,400
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4. Waste Water Discharge Permit	\$2,500
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**Item 7C – \$16,246: Pump Testing & Water Treatment**

1. Pump Testing – consisted of 3 separate tests, a 48-hour step drawdown test, and a 49-hour continuous test for 3 months or 2880 minutes.

- Envent (purge water treatment system)	\$8,142
-Field monitoring	3,500
- field equipment & travel	<u>1,511</u>
	\$13,153

## 2. Laboratory Analysis

water:

- American Analytics	\$319
- American Analytics	319
- American Analytics	<u>1,598</u>
	\$2,236

\*Analysis is for groundwater samples from wells DW-1, OW-1, and OW-2 for 8015 and 8260 (5 samples), influent and effluent samples during pump testing for hydrocarbons plus physical parameters. Soil samples collected during well installation

soil:

- Keantan Laboratory sample analysis	\$539
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physical parameters of 2 samples for density, porosity & contamination retention

- American Analytics

3 soil sample analysis for 8015 & 8260	<u>\$319</u>
	\$858

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**Item 7D** – \$16,180: Two Reports

- *Groundwater Remediation Plan Feasibility Study*, dated March 2002
- *Corrective Action Plan*, dated June 7, 2002  
 Summary of Findings  
 Comprehensive and detailed report containing test pump results with drawdown analysis (4,415,000 gal of contaminated groundwater), well completion details, cross-sections, analysis of analytical results, and evaluation of 3 remedial strategies and construction schedules:
  - 1) Pump & Treat - \$719,000
  - 2) Pump & Treat w/Enhanced Bioremediation - \$843,000
  - 3) ORC Barrier \$687,000

**Item 7E** - \$4,857: 1<sup>st</sup> Qrt 2002 Groundwater Monitoring Event

- |  |              |
|--|--------------|
| - Sampling of 4 groundwater monitoring wells and reporting | \$3,731      |
| - laboratory analysis                                      | <u>1,126</u> |
|  | \$4,857      |

Report: *First Quarter 2002 GWM Report* dated May 17, 2002

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**ITEM 8**

**Item 8: \$190,209 (Wastewater Discharge Permit, Installation 7 Monitoring Wells for the Barrier, Microcosm Study, Corrective Action Plan, and GWM QW-2 through Q4, 2002, and Q1 through Q4, 2003).**

Regulatory Directive: VCEH letter dated February 24, 2003

Invoice	Date	Amount	Item 7	Item 8	Item 9
79687	23-Aug-02	8,793	2,256	6,537	
79892	23-Aug-02	13,475		13,475	
80171	23-Aug-02	14,963		14,963	
80766	8-Nov-02	53,732		53,732	
81529	24-Dec-02	15,610		15,610	
82754	30-Jan-03	6,950		6,950	
83686	14-Mar-03	22,376		22,376	
87110	9-Sep-03	34,278		34,278	
93999	8-Sep-04	74,450		22,288	52,162
<b>Total</b>		<b>244,627</b>	<b>\$2,256</b>	<b>\$190,209</b>	<b>\$52,162</b>

**\*Breakdown by Invoice, attached as Item 8 table.**

**Item 8A** - \$19,076: Project Management for 18 months (\$1,059/month)

**Item 8B** - \$8,175: Wastewater Discharge Permitting

- Permit: R4-2002-003), approval 9/12/02

**Item 8C** - \$47,866: Well installations along ORC barrier monitoring Remedial System

1. Installation of 7 ORC Barrier wells (MW-5 through MW-11, 45 to 50')
  - S & G Drilling (drilling & materials) \$11,245
  - Field labor - 10,500
  - Travel and Materials 1,150
  - \$22,895 (7 wells - \$3,270/well)
  
2. Well development and 11 MicroPurge pump installation
  - QED micro purge pumps \$10,182
  - Labor well development & pump installation 8,500
  - Travel, equipment & Materials 1,800
  - \$20,482 (1,862/well)

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3. Lab analysis
  - soil sample for microcosm study: \$380
  - soil cutting sample for disposal: \$300
4. Surveying: \$2,310 (WM Holding)
5. Permitting: \$1500

**Item 8D - \$26,051: Initial Installation of ORC Barrier**

300 feet long, 42 locations with injection of bio remedial slurry, barrier depth to 30 feet, over 6 weeks

- Vironex, 42 direct push borings with slurry injection	\$12,160
Additional oxygen compound injection	2,310
-Field Labor	9,800
-Travel & Materials	<u>1,330</u>
	\$26,050 (\$620/location)

**Item 8E – \$9,595: Microcosm Study: Determination of bioremediation microbes**

- Shell Global Solutions	\$4,400
- Regenesis	3,850
- staff	1,345
	\$9,595

**Item 8F - Corrective Action Plan dated January 24, 2003 - \$17,189**

Reg Directive: VCEHD letter dated February 24, 2003

This report documents all work tasks listed in 8B, 8C, 8D, and 8E:

- The installation of 7 monitoring wells (MW-5 through MW-12)
- The installation of the ORC barrier with 42 push borings
- Microcosm study
- Evaluation of 3<sup>rd</sup> Qrt monitoring results with newly installed monitoring wells
- Detailed cross sections, the lateral and vertical extent of the plume
- Updated groundwater flow maps and plume concentration maps for MtBE and TPHg

Note: This is a comprehensive report containing 3 different tasks: monitoring well installations, the installation of the ORC barrier with w/42 push borings, and a microcosm

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study. If issued as separate reports, the costs would have exceeded \$17,000.

**Item 8G** - \$62,241: Groundwater Monitoring and Reporting: Q2, Q3, Q4 (2002) and Q1 through Q4, 2003, includes Wastewater Discharge Reporting, 7 quarters – total \$62,255.

- 1<sup>st</sup> and 3<sup>rd</sup> Quarterly Monitoring, sampling and laboratory analysis of 11 wells

- 2<sup>nd</sup> and 4<sup>th</sup> Quarterly Monitoring, sampling, and analysis of 8 wells

1. well sampling & equipment & reporting = 36,478 (\$561/well)

Total of 65 wells sampled over this period

- 1<sup>st</sup> & 3<sup>rd</sup> Qrt 11 wells (Q3/02, Q1/03 & Q3/03)

\$561 x 11 wells = **\$6,173/event** x 3 events = \$18,519

- 2<sup>nd</sup> & 4<sup>th</sup> Qrt 8 wells (Q2/02, Q4/02, Q2/03, & Q4/03) = 32

\$561 x 8 wells = **\$4,488/event** x 4 events = 17,952

\$36,471

2. laboratory = 25,770

- 1<sup>st</sup> Q & 3<sup>rd</sup> Qrt = **\$4,431/event** x 3/events =

\$13,293

- 2<sup>nd</sup> & 4<sup>th</sup> Qrt = **\$3,120/event** x 4/events =

12,480

\$25,773

Reports:

- *Second Quarter 2002 GWM Report* dated July 29, 2002

- *Third Quarter 2002 GWM Report*, presented in the Corrective Plan (Jan 24, 2003)

- *Fourth Quarter 2002 GWM Report* dated February 12, 2003

- *First Quarter 2003 GWM Report* dated May 21, 2003

- *Second Quarter 2003 GWM Report* dated September 9, 2003

- *Third Quarter 2003 GWM Report* dated December 3, 2003

- *Fourth Quarter 2003 GWM Report* dated February 27, 2004

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**ITEM 9****Item 9: \$135,375 (Preparation of Site Conceptual Model, Installation of Monitoring Well MW-12, Soil Borings (B-17 through B-24), Feasibility and Corrective Action Plan, Groundwater Monitoring Q1 through Q4, 2004)**

Regulatory Directives: VCEH letters dated September 26, 2003, June 24, 2004, August 18, 2004, and October 28, 2004

Invoice	Date	Amount	Item 8	Item 9	Item 10
93999	8-Sep-04	74,450	22,288	52,162	
97973	17-Jan-05	69,960		59,176	10,784
98527	17-Feb-05	5,206		5,206	
98565	30-Mar-05	32,191		18,831	13,360
<b>Total</b>		<b>\$181,807</b>	<b>\$22,288</b>	<b>\$135,375</b>	<b>(24,144)</b>

\*Breakdown by Invoice, attached as Item 9 Table

**Item 9A** - \$15,511: Project Management: 12 months (\$1,300/month)

**Item 9B – \$12,702 - Site Conceptual Model dated June 2, 2004**

Due to the failure of the ORC barrier and its close proximity to the Arroyo Sim, VCEHD issued a letter dated September 26, 2003, which requires **both** a Site Conceptual Model and a Feasibility Study, as well as a CAP.

This report is responsive to the breakthrough of the ORC barrier and includes:

- Evaluation of the contaminated source area in soil and groundwater
- Evaluation of migration pathways for soil and groundwater
- Evaluation of plume migration trends
- Detailed Receptor Analysis for both human exposure and sensitive source areas
- Source Area Concentration Trends of MtBE and 15 physical parameters, including biological oxygen, chemical oxygen, and dissolved carbon dioxide
- Evaluation of Oxygen Reduction Potential
- Determination of data gaps

**Report Findings:**

- Plume was expanding, and migration to sensitive receptors was possible
- ORC barrier was no longer adequate, and a breakthrough was occurring
- Add monitoring wells required
- 2<sup>nd</sup> barrier pilot test needed to provide enhancement of ORC barrier
- New CAP required

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**Item 9C – \$49,461: Feasibility/CAP/ MW-12 and Soil Borings B-17 through B-24.**

## 1. MW-12 to 40', MW-13 (not completed, three borings to 25')

S&G Drilling and materials	\$4,805
Labor	7,200
Travel & Materials	<u>1,160</u>
Total	\$13,165

Well MW-12 to 40' - \$2,900

\*Note MW-13 not installed

Eight Soil Borings B-17 through B-24 (to 40 ft) - \$1,285/each

3. Well Development \$1,200

4. Permits \$ 900

5. Lab Analysis \$5,778

(lab analysis for soil samples collected during well installation and soil borings B-17 through B-24)

6. Surveying WM Holding \$555

7. Pump installation

QED Micropurge Pump \$1027

Labor 800

\$1,827

8. Four Reports: \$26,035

**1. Feasibility Study and CAP dated August 13, 2004 - \$13,000**

This report uses the data analysis from the Site Conceptual Model (described under 9B) to determine a corrective action plan for the site and includes the following:

- *Soil remedial alternatives* include excavation, soil vapor extraction, and no action. Recommendations are provided for field pilot testing and a work plan for SVE.

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- *GW Remedial Technology Alternatives* for in situ treatment relying on research conducted by Western Institute laboratory bench-scale tests for remediation of MtBE
- *3 areas of remediation areas*
  - 1) Remedial areas: source area, intermediate zone, fringe area
  - 2) Remedial alternatives: ORC (oxygen release compound), ISOC (submerged oxygen curtain, and injection of Chemox (chemical treatment).
- Development of pilot test protocols and work plans for each treatment option.

**2. Workplan for Installation of Monitoring Wells (MW-12 & MW-13)**  
dated Aug 13, 2004 - \$3,500

**3. Monitoring Well MW-12 & MW-13 Installation Report** dated Nov 2, 2004 - \$4,500

**4. Additional Assessment Report** dated January 31, 2005 - \$5,000  
documenting Borings B-17 through B-25

**Item 9D-\$5,296: Waste oil tank sampling**

Laboratory Analytical (4 soil samples)	\$2,354
Field Labor – hand auguring 4 locations	\$1,200
Report Preparation	\$1700

Report: *Confirmation Soil sampling* dated October 19, 2004

**Item 9E – \$52,495: GWM**

Groundwater monitoring was conducted as required by VCEHD letter dated September 8, 2004 and RQWCB Waste Discharge requirements and reporting as follows:

Under provisions of Order No. R4-2002-0030, site-specific information on background water quality of the site aquifer was required including contaminant types, total dissolved solids (TDS), sulfates, chlorides, nitrogen (as ammonia, nitrates, and nitrites), chemical oxygen demand (COD), biological oxygen demand (BOD), phosphorous, nutrients, dissolved carbon dioxide, methane, iron (ferrous and ferric), temperature, pH, dissolved oxygen (DO), oxidation-reduction potential (ORP), and hydraulic conductivity. These additional analyses, along with physical parameters measured in the field (DO, ORP, pH, conductivity, temperature, turbidity, and ferrous iron).

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Reporting and sampling - \$40,398 (\$10,099/quarter)

(7 wells Q1 & Q3, 8 wells Q2 & Q4)

Lab Analysis - \$12,098 (\$403/well)

Reports:

- *First Quarter 2004 GWM Report* dated June 2, 2004
- *Second Quarter 2004 GWM Report* dated September 29, 2004
- *Third Quarter 2004 GWM Report* dated November 9, 2004
- *Fourth Quarter 2004 GWM Report* dated January 31, 2005

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**ITEM 10****Item 10: 445,409 (Construction of ORC Barrier, Permitting GWM 05)**

Regulatory Directives: VCEH letters dated June 2, 2004, September 8, 2004, July 14, 2005, and December 25, 2005

Invoice	Date	Amount	Item 9	Item 10	Item 11
97973	17-Jan-05	69,960	59,176	10,784	
98565	30-Mar-05	32,191	18,813	13,378	
100566	25-May-05	25,099		25,099	
103113	7-Oct-05	153,397		153,397	
104722	25-Jan-06	170,781		170,781	
107538	27-Jan-06	26,720		26,720	
108582	11-May-06	84,659		45,250	39,409
<b>Total</b>		<b>\$562,807</b>	<b>\$77,989</b>	<b>\$445,409</b>	<b>\$39,409</b>

**\*Breakdown by Invoice, attached as Item 10 Table**

(Note: SVE Construction on invoices was not completed. Those charges were moved to Item 9C.

**Item 10 A** – \$33,245: Project Management for 13 months (2,557/month)

**Item 10 B- \$318,383: ORC**

(outside services \$201,219)

Note: Fenton's Reagent treatment, along with the Oxygen Barrier, was used as the final remedial program with slight modification. The remedial system resulted in clean-up and site closure within 4 years.

- 1) Permitting -\$7,875
- 2) Waste Water Discharge Permit - \$4,500
3. Western Research Institute (WRI), Bench Scale Feasibility Analysis = \$68,256
  - Invoice 99973 - \$7,260
  - Invoice 108532- \$3,270
  - Invoice 103113 multiple invoices totaling - \$35,644
  - Invoice 104722 multiple invoices totaling - \$16,082
  - Tetra Tech Staff - \$7,500

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## 4. Fentons Reagent Study = \$64,972

(16 push borings to 30 to 50 feet) and Fenton's Reagent Injection  
Vironex

- Invoice 104614 - \$48,614
- Invoice 104113 - \$5,858
- Tetra Tech Staff - \$9,500
- Materials, travel & supplies \$1,500

Total: \$64,972 (\$4,060/well, includes injection)

## 5. Oxygen Barrier \$123,972

A. *Trenching* \$22,906: 2' deep by 125' long

- Invoice 104722 - Environmanagement - \$16,304
- Tetra Tech labor -\$7,500
- materials, travel & supplies - \$1,600

B. *Installation of 9 injection wells and System* (IW-1 through IW-9 to 40')

\$23,021(\$2,600/well)

- Invoice 104722 - S&G Drilling - \$13,421
- Tetra Tech Staff - \$9,000
- materials, travel & supplies – \$1,600

C. *Oxygen Injection Treatment Construction* \$53,465

- Matrix:

Invoice 103113 - \$35,695

Invoice 104722 - \$7,170

- Tetra Tech Staff - \$11,000
- Materials, travel & supplies - \$1,600

D. *Treatment system Sampling and Start-up* \$12,580

*Start-up, 9/15/2005*

- RWQCB required sample collection - sample collection Aug 11, Sept 5 & 30
- lab analysis \$7,580 RWQCB sample analysis
- Tetra Tech labor - \$5,000

E. Reporting: \$48,000

**1. Pilot Test Work Plan dated June 24, 2005 (\$25,500):**

This “work plan” could be titled “Remedial action technology evaluation and work plan for implementation of selected technologies.”

Remedial technologies selected for evaluation:

- Plume Containment Barrier using Oxygen Release Compound for in-situ submerged oxygen curtain and
- Chemical Oxidation of Groundwater using Chemox Fenton’s Reagent

each technology evaluated for:

Risk to Human Health and Safety and the Environment

Technology Evaluation based on site conditions, hydrocarbon concentrations, and bench scale tests performed by Western Research Institute (see Section 5) for 3 areas of the plume:

- Source or Core Zone
- Intermediate Zone
- Plume Fringe Zone (adjacent to the Arroyo Simi)

Based on the above analysis, a work plan was developed to pilot test (see Section 6).

- Chemical Oxidation in the core, intermediate zone, and methods & target depths for chemical injection (locations and amounts determined), with associated figures
- Constructing a plume containment barrier in the intermediate zone location of the barrier and locations for oxygen release compounds with associated figures

**2. Field Pilot Test for Soil and Groundwater Remediation dated December 20, 2005 (\$22,500):**

This report contains documentation of the fieldwork for the installation of the two remedial systems and evaluation of system performance as described below:

Detailed documentation of the location of 30 push borings (IP-1 through IP-30) and injection, including depths, volume, and pressure of Fenton’s Reagent.

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Detailed documentation of the submerged Oxygen Curtain Installation, including installation of 9 monitoring wells to 40 feet and a 300-foot trench.

1. Analysis of Groundwater Monitoring data for 6 monitoring wells before system startup (August 24 & 31), 10 monitoring wells during startup, and monthly from September 2005 through February 2006. Data analysis for MtBE, TBA, TAME, ETBE, DIPE, Ethanol, Methanol, TPHg, along with various physical parameters, including alkalinity, chloride, sulfates, total dissolved solids, etc. The above data was also compared to the June 2005 sampling event.
2. Four Updated Groundwater contamination maps for TPHg, MTBE, were completed from June 2005, September, December and February 2006 to monitor the effectiveness of the remedial system.
3. An extensive evaluation of each Treatment System (see Section 7) was conducted, comparing it with respect to cost-effectiveness, overall effectiveness, project duration, Fate and Transport Analysis, Natural Attenuation, and potential risks.
4. The impact of the treatment systems on the core, intermediate, and fringe zones was considered.
5. Final remedial recommendations were made. Recommendations included operating both remedial technologies with slight modifications.

**Item 10C – O&M \$875**

**Item 10 D – Groundwater Monitoring 2005 - \$86,950**

1. Lab Analysis for 4 Quarters and 2 Remedial Startup Events: \$26,901
2. Reports: 8 Reports totaling \$60,049

Two Waste Discharge Reports \$10,000 each:

- *Q3/2005 Waste Discharge Report* dated December 12, 2005
- *Q4/2005 Waste Discharging Report* dated February 8, 2006

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Six groundwater **field sampling and reporting** (sampling of 6 to 8 monitoring wells, as required by RWQCB for system start-up on 9/15/05), totaling \$10,000 each:

- - *First Quarter 2005 GWM Report* dated May 5, 2005
- *Second Quarter 2005 GWM Report* dated August 29, 2005
- *Third Quarter 2005 GWM Report* dated November 5, 2005
- *Fourth Quarter 2005 GWM Report* dated February 6, 2006:
- *October 5, 2005, Groundwater Monitoring Report* dated January 6, 2006
- *November 5, 2000, Groundwater Monitoring Report* dated January 20, 2006

Note: Reports starting Q4 included the performance evaluation of the remedial system.

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**ITEM 11****Item 11: \$209,924 (Remedial Action Plan), O&M (26 events), Waste Discharge Reporting and Groundwater Monitoring (9 events).**

Regulatory Directive: VCEH letters dated April 12, 2006

Invoice	Date	Amount	Item 10	Item 11	Item 12
108532	11-May-06	84,569	42,250	42,319	
110879	4-Aug-06	54,174		54,174	
123654	12-Sep-06	31,992		31,992	
125668	2-Nov-06	10,080		10,080	
5E+07	27-Apr-07	35,408		35,408	
5E+07	15-Jun-07	13,733		13,733	
5E+07	26-Oct-07	24,498		22,218	2,380
<b>Total</b>		<b>254,454</b>	<b>42,250</b>	<b>209,924</b>	<b>2,380</b>

Break down by Invoice follows:

Invoice	Amount	A (PM)	B (Rap/wp)	C (O&M)	D (WDR)	E (GWM)	E Lab)
108582	42,319	10,964		8,944	5,059	17,352	
110879	54,174	7,997	9,535	7,902	10,386	15,618	2,736
123654	31,992	6,336	3,698	4,845	4,743	4,393	7,977
125668	10,080	4,579		2,249		3,252	
50077267	35,408	4,239		10,984	500	18,451	1,234
50085890	13,733	2,015		3,816		5,548	2,354
50112034	22,218	5,771		6,615		8,598	1,234
<b>Total</b>	<b>\$209,924</b>	<b>\$41,901</b>	<b>\$13,233</b>	<b>\$45,355</b>	<b>\$20,688</b>	<b>\$73,212</b>	<b>\$15,535</b>

**Item 11A** - \$41,901: Project Management 29 months (\$1500/month)**Item 11B** - \$13,233: RAPReport: *Field Pilot Test Remediation Report*, dated June 15, 2006

(includes recommended augmentation of the ORC remedial system)

**Item 11C** - \$45,355: O&M (26 events) \$1,750/month.

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**Item 11D** – \$20,688: Waste Discharge Compliance Reporting

2 Waste Discharge:

1<sup>st</sup> Q 06, dated May 2, 2006

2<sup>nd</sup> Q 06 dated July 14, 06

Submitted as an addendum to 2<sup>nd</sup> Quarter Monitoring Report

**Item 11E** – \$88,747: GWM (8 events)

1. Reporting: averaging \$9,151/event (see Attachment A for quarterly remedials system analysis)

2. Laboratory Analysis: averaging \$1,919/event

Reports:

- *First Quarter 2006 GWM Report* dated April 4, 2006
- *Second Quarter 2006 GWM Report* dated July 14, 2006
- *Third Quarter 2006 GWM Report* dated November 17, 2006
- *Fourth Quarter 2006 GWM Report* dated March 9, 2007
- *January 6, 2006, Groundwater Monitoring Report* dated March 7, 2006
- *First Quarter 2007 GWM Report* dated May 15, 2007
- *Second Quarter 2007 GWM Report* dated August 14, 2007
- *Third Quarter 2007 GWM Report* dated November 1, 2007

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**ITEM 12****Item 12: \$127,602 (O&M and GWM)**

Invoice	Date	Amount	Item 11	Item 12	Item 13
50112034	26-Oct-07	24,498	22,218	2,380	
50134476	30-Jan-08	24,650		24,650	
50153088	16-Apr-08	23,582		23,582	
50159254	12-May-08	10,514		10,514	
50174022	12-Jul-08	17,826		17,826	
50208223	12-Nov-08	26,532		11,700	14,832
<b>Total</b>		<b>127,602</b>	<b>22,218</b>	<b>90,652</b>	<b>14,832</b>

Breakdown by invoice follows:

	Amount	A (PM)	B (O&M)	C (GWM)	C (Lab)
50112034	2,380	1,651	729		
50134476	24,650	5,444	7,832	10,243	1131
50153088	23,582	6,820	8,679	6,710	1,373
50159254	10,514	4,462	1,924	3,010	1,118
50174022	17,826	10,779	3,359	2,527	1,161
50208223	11,700	6,908	1,582	3,210	
<b>Total</b>	<b>90,652</b>	<b>36,064</b>	<b>24,105</b>	<b>25,700</b>	<b>4,783</b>

**Item 12A – \$36,064: Project Management 13 months (\$2774/month)**

Project management costs include oversight and responses to:

- VCEHD letter dated February 21, 2008, requiring a work plan to evaluate Monitored Natural Attenuation (MNA) and to evaluate Micro Fuel Cell (MFC) technology to accelerate remediation.
- Western Research Institute issued a report evaluating MFC technology for the site, which VCEHD accepted in a letter dated August 8, 2008.
- Tetra Tech requested a deferral in pilot testing MCF technology due to declining MTBE concentrations. VECHD accepted the deferral in a letter dated November 28, 2008

**Item 12B – \$24,105: O&M (26 events) \$927/event**

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**Item 12C** – \$30,483: GWM

Reporting: averaging \$8,566/event (see Attachment A for quarterly remedials system analysis)

Laboratory Analysis: averaging \$1,594/event

Reports:

- *Fourth Quarter 2007 GWM Report* dated February 5, 2008
- *First Quarter 2008 GWM Report* dated May 2, 2008
- *Second Quarter 2008 GWM Report* dated June 26, 2008

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**ITEM 13****Item 13: \$106,463 (O&M and GWM)**

Invoice	Date	Amount	Item 12	Item 13	Item 14
50208223	12-Nov-08	26,532	11,700	14,832	
50220460	26-Dec-08	25,104		25,104	
50239346	2-Mar-09	17,923		17,923	
50246894	2-Apr-09	5,862		5,862	
50273800	13-Jul-09	40,333		40,333	
50293022	12-Nov-08	25,997		2,409	23,588
<b>Total</b>		<b>141,751</b>	<b>11,700</b>	<b>106,463</b>	<b>23,588</b>

Breakdown by Invoice follows:

Invoice	Amount	A (PM)	B (O&M)	C (GWM)	C (Lab)
50208223	14,832	4,547	4,069	6,216	
50220460	25,104	6,382	7,769	5,366	5,587
50239346	17,923	1,820	9,319	6,222	562
50246894	5,862	1,562	2,036	2,264	
50273800	40,333	6,507	7,521	21,318	4,987
50293022	2,409		1,200		1,209
<b>Total</b>	<b>106,463</b>	<b>20,818</b>	<b>31,914</b>	<b>41,386</b>	<b>12,345</b>

**Item 13A** – \$20,818: Project Management for 10 months (\$2,082/month)**Item 13B** – \$31,914: O&M 26 event (\$1,227 per event)**Item 13C** - \$53,731: GWM

Reporting: averaging \$10,346/event (see Attachment A for quarterly remedials system analysis)

Laboratory Analysis: averaging \$3,086/event

Reports:

- *Third Quarter 2008 GWM Report* dated December 2, 2008
- *Fourth Quarter 2008 GWM Report* dated February 5, 2009
- *First Quarter 2009 GWM Report* dated June 18, 2009
- *Second Quarter 2009 GWM Report* dated July 29, 2009 - **Final GW Monitoring Event**

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**ITEM 14****Item 14: \$124,387 (O&M, Site Closure Work plan, Closure Report, Well Abandonment and Remedial System Closure).**

Regulatory Directives: VCEH letters dated June 6, 2009, September 30, 2009, and November 10, 2009. All posted on GeoTracker.

Invoice	Date	Amount	Item 13	Item 14
50293022	12-Nov-08	25,997	2,409	23,588
50339186	15-Mar-10	19,963		19,963
50345261	8-Apr-10	78,427		78,427
<b>Total</b>		<b>124,387</b>	<b>2,409</b>	<b>121,978</b>

Breakdown by Invoice follows:

Invoice	Amount	A (PM)	B (O&M)	C (site Closure)	D (Well Aband)	D (o/s)	E (Rpt)
50293022	23,588	5,371	1,933	16,284			
50339186	19,963	10,216	1,114	8,633			
50345261	79,427	9,815		4,513	13,535	45,517	6,047
<b>Total</b>	<b>122,978</b>	<b>25,402</b>	<b>3,047</b>	<b>29,430</b>	<b>13,535</b>	<b>45,517</b>	<b>6,047</b>

**Item 14A** – \$25,402: Project Management 9 months (\$2822/month)

**Item 14B** – \$3,047: O&M, 3 events (\$1,015/event)

**Item 14C** – \$29,430: Site Closure Reports & Workplan

Reports:

- 1. Comprehensive Closure Summary Report** dated August 21, 2009, \$19,930  
(Site closure request)

- comprehensive data analysis providing an argument for site closure
- detailed summary of all previous assessments from 1993 through 2009
- analysis of all groundwater monitoring data for analytical data for 16 parameters, including: BTEX, MtBE, Tert-Butyl alcohol, ETBE, DIPE, Ethanol, methanol, total petroleum hydrocarbons, and oxygen-reduction potentials.
- summary of:
  - bench testing
  - aquifer pumping analysis
  - field pilot testing

Claim 17952

remediation parameters

remediation performance of Fenton's reagent & submerged oxygen curtain  
contaminants in soil and achievement of remediation goals

contaminants in groundwater and achievement of remedial goals

2. *Case Closure Summary*, as required by the RWQCB dated September 23, 2009, \$3,000
3. *Well Abandonment Workplan* for 27 wells dated Dec 3, 2009, \$6,500

**Item 14D** – \$59,052: Well Abandonments, System Closure & OIS System shut down  
Abandonment of 27 wells

Greg Drilling -	\$45,206
Tetra Tech Labor	\$9,465
travel & materials	<u>\$1,600</u>
	\$56,271 (\$2,084/well)

Fees & Permits	\$1,600
labor	<u>900</u>
	\$2,500

Lab testing for soil disposal \$308

**14 E** – \$6,047: *Well Destruction Report* dated February 5, 2010

**Site Closed 2/10/2010**

\*Note: Expanded cost Tables for Items 8, 9, and 10 are included as attachments.



STATE WATER RESOURCES CONTROL BOARD  
**GEOTRACKER**



Tools

Reports

UST Case Closures

How to Use GeoTracker

ESI

Information



**CITY OF SIMI VALLEY (P.W.YARD) (T0611100832) - [\(MAP\)](#)**

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500 LOS ANGELES AVE  
SIMI VALLEY, CA 93065  
VENTURA COUNTY  
LUST CLEANUP SITE [\(INFO\)](#)

**COMPLETED - CASE CLOSED AS OF 2/10/2010 - [DEFINITION](#)**

[PRINTABLE CASE SUMMARY](#) / [CSM REPORT](#)

[CUF Claim #:](#) 17592    [CUF Priority Assigned:](#) D    [CUF Amount Paid:](#) \$1,381,926

**CLEANUP OVERSIGHT AGENCIES**

VENTURA COUNTY ([LEAD](#)) - CASE #: 92060

CASE MANAGER: [DIANE B. WAHL](#)

LOS ANGELES RWQCB (REGION 4) - CASE #: 92060

[Summary](#)   [Case Reviews](#)   [Cleanup Action Report](#)   [Regulatory Activities](#)   [Environmental Data \(ESI\)](#)   [Site Maps / Documents](#)   [Community Involvement](#)   [Related Cases](#)   **[LUST CUF Data](#)**

**LUST CUF Claim Status**

CLAIM_NO	CLAIMANT_NAME	LOC_ISSUED_DATE	PRIORITY	CLOSED	STATUS
17592	CITY OF SIMI VALLEY	4/25/2016	D		Active - Submitting RRs

**LUST CUF Case Reviews**

NO RECORDS FOUND

**LUST CUF Annual Site Budget**

NO RECORDS FOUND

**LUST CUF Budget Change Requests**

NO RECORDS FOUND

**LUST CUF Reimbursement Requests (RRs)**

CLAIM_NO	RR_NO	DATE_REC'D	AMT_REQ	AMT_REIMBURSED	DATE_TO_ACCTG	DATE_TO_SCO	CHECK_ISSUED
17592	3	9/24/2024	\$1,416,784	\$1,381,926	10/28/2025	11/19/2025	12/5/2025

**LUST CUF Appeal Requests**

NO RECORDS FOUND

THE BACK OF THIS DOCUMENT CONTAINS AN ARTIFICIAL WATERMARK - VIEW AT AN ANGLE



# STATE OF CALIFORNIA

WARRANT NUMBER

61-632387

H THE TREASURER OF THE STATE WILL PAY OUT OF THE IDENTIFICATION NO.

0000014013

FUND NO.

8087

FUND NAME

FISCAL CONSOLIDATED PMT

MO. | DAY | YR.

12 | 05 | 2025

90-1342/1211

61632387

DOLLARS	CENTS
\$ *1381926	00

TO: 632387

CITY OF SIMI VALLEY  
2929 TAPO CANYON RD  
SIMI VALLEY CA 93063-2117

*Malia Cohen*

MALIA M. COHEN

CALIFORNIA STATE CONTROLLER



FORM CD-95(1/99) CONTROLLERS WARRANT

⑆1211134230⑆ 616323879⑈

DETACH ON DOTTED LINE  
KEEP THIS PORTION FOR YOUR RECORDS

61-632387

ISSUE DATE: 12/05/2025

STATE WATER RESOURCES CONTROL  
STATE WATER RESOURCES CONTROL BOARD DIVISION OF ADMINISTRATIVE  
SACRAMENTO CA 95814  
FOR QUESTIONS CONTACT ACCOUNTING DEPARTMENT AT 916/341-5000

VENDOR NAME

VENDOR ID

CITY OF SIMI VALLEY

0000014013

VOUCHER ID

INVOICE ID

PO ID

00141195

17592-03

LC01759200

AMOUNT PAID

\$1381926.00

PAYMENT MESSAGE

QUESTIONS ABOUT YOUR USTCF PAYMENT? CONTACT US AT 1-800-813-3863.

ADDITIONAL PAYMENT MESSAGE

THIS WARRANT MUST BE ENDORSED BY PAYEE EXACTLY AS DRAWN AND WHEN MADE PAYABLE TO MORE THAN ONE PAYEE EACH PAYEE MUST ENDORSE.

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ENDORSE ABOVE THIS LINE

