



August 16, 2018

Board of Directors
Ventura Regional Sanitation District
Ventura, California

APPROVAL OF PROPOSED CONTRACT NO. 18-004 WITH THE PRD GROUP, INC. FOR CONSULTING SERVICES

RECOMMENDATION

Approve, and authorize the Board Chair to sign, proposed Contract No. 18-004 with The PRD Group, Inc. for consulting services beginning in FY2018-19 in the amount of \$200,000.

FISCAL IMPACT

The cost of these services is included in the District's FY2018-19 Operating Budget as part of the various billable projects as listed below. The amount billed to the various water/wastewater clients will include a 15% fee for VRSD overhead expenses.

25-110-52080-121100	\$127,000
25-110-52080-121101	\$15,000
25-110-52080-122100	\$8,000
25-110-52080-123100	\$12,500
25-110-52080-114100	\$37,500
	<hr/>
	\$ 200,000

BACKGROUND/ANALYSIS

VRSD does not employ in-house engineering staff to provide services to Water/Wastewater Division clients. Instead, the District hires consultants, as needed, to provide a wide variety of engineering and other professional services to the District's clients. The PRD Group, Inc. (PRD) has successfully provided engineering consulting services to the Triunfo Sanitation District (TSD) and the Saticoy Sanitary District (SSD) for several years.

In accordance with Part IV, Section 403 (Consultant Contracting Procedure, Negotiated Procurement) of the District's Purchasing Resolution No. 89-13, staff has selected PRD to provide these services for an additional year and has negotiated a fee and scope of

services with PRD for Contract No. 18-004. PRD would provide engineering services to TSD and SSD beginning in FY2018-19.

Contract No. 18-004 also contains provisions for four one-year options to renew, consistent with Resolution 89-13. Since VRSD desires to meet the needs of TSD and SSD in the future, staff has written the contract to minimize administrative burden and cost to achieve this goal.

Accordingly, once the VRSD Board has, on an annual basis, approved the contract amount for the contract extension in a given fiscal year in the form of approving the annual operating budget, the VRSD General Manager will extend the contract by one year. This leaves the fiscal control in the hands of the VRSD Board but at the same time minimizes the administrative burden and cost to VRSD to extend the contract. VRSD staff will only request the approval of an amount for a given extension if that amount is already approved in the TSD and/or SSD fiscal year budgets, and those amounts necessarily already will have been approved by the respective TSD and SSD Boards of Directors.

Proposed Contract No. 18-004 is attached hereto as Attachment No. 1.

This letter and the associated contract have been reviewed by Legal Counsel as to form.

If you should have any questions or need additional information, please contact me at (805) 658-4600 or via email at ChrisTheisen@VRSD.com.

CHRIS THEISEN, GENERAL MANAGER

APPROVED FOR FUNDS AVAILABLE:


Regina Williams, Interim Director of Finance

APPROVED FOR AGENDA:


Chris Theisen, General Manager

Attachments: 1. Proposed Contract No. 18-004

**VENTURA REGIONAL SANITATION DISTRICT
CONTRACT NO. 18-004
AGREEMENT FOR CONSULTING SERVICES
BETWEEN
VENTURA REGIONAL SANITATION DISTRICT
AND
THE PRD GROUP, INC.**

THIS AGREEMENT is made and entered into this _____ day of _____ 2018 by and between the VENTURA REGIONAL SANITATION DISTRICT, a public agency formed pursuant to California Health & Safety Code Section 4700 et seq. ("DISTRICT") and THE PRD GROUP, INC., a California corporation ("CONSULTANT"). Together, DISTRICT and CONSULTANT shall be referred to herein as Parties.

RECITALS

A. DISTRICT has a need to engage the specialized services of a consultant to provide DISTRICT with engineering services for DISTRICT projects and to fulfill the DISTRICT's contractual obligations for engineering services to the Saticoy Sanitary District (SSD) and the Triunfo Sanitation District (TSD).

B. CONSULTANT represents that it has the requisite skills, knowledge and experience to provide such engineering services to the DISTRICT.

C. DISTRICT has selected CONSULTANT in conformance with the negotiated procurement provisions of Section 403 of the DISTRICT's Purchasing Resolution No. 89-13.

D. DISTRICT and CONSULTANT mutually agree to be bound by the terms and conditions set forth below based upon the recitals herein and the valuable consideration stated below.

AGREEMENT

ARTICLE 1: WORK STATEMENT

A. CONSULTANT shall provide engineering consulting services to the DISTRICT as described in the Scope of Services and Rate Sheet, which is attached as Exhibit "A" to this Agreement and incorporated herein by reference.

B. CONSULTANT agrees to devote its full and best professional time, attention, and efforts in providing services to DISTRICT in a timely, complete and responsive manner. CONSULTANT will cooperate fully with the DISTRICT and DISTRICT management personnel and provide the DISTRICT and DISTRICT management personnel with all available information and assistance in relation to assigned project(s). This means that CONSULTANT will at all times, including work for public or private entities who have contracted with the DISTRICT for engineering services, faithfully, industriously and to the best of CONSULTANT's ability, experience, and talent, perform all CONSULTANT's obligations as set forth in Exhibit A.

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

ARTICLE 2: TERM OF CONTRACT

This Agreement shall commence as of July 1, 2018 and, unless otherwise earlier terminated, this Agreement shall continue in force until the services specified herein have been fully performed. Upon execution of this Agreement by both parties, CONSULTANT shall diligently pursue work to assure completion on a timely basis. Unless otherwise extended in writing by both parties, this contract shall automatically terminate on June 30, 2019.

This Agreement may be extended annually, no more than four (4) times, by mutual agreement of the Parties. The DISTRICT General Manager, on behalf of the DISTRICT Board of Directors ("BOARD"), shall prepare, in a form approved by the DISTRICT Counsel, and sign the extension agreements at the beginning of each of the four fiscal years, if, and only if, the BOARD has approved the annual amount of each extension in the DISTRICT Operating Budget for that fiscal year. The annual amount for this Agreement and for each extension to this Agreement shall be established pursuant to Article 5 of this Agreement.

ARTICLE 3: INDEPENDENT CONTRACTOR RELATIONSHIP

A. It is expressly understood between the Parties that no employee/employer relationship is intended, the relationship of CONSULTANT to DISTRICT being that of an independent contractor. DISTRICT shall not be required to make any payroll deductions or provide Workers' Compensation Insurance coverage or health benefits to CONSULTANT.

B. CONSULTANT is solely responsible for selecting the means, methods and procedures for performing its services hereunder as assigned by DISTRICT and for coordinating all portions of the work so the result will be satisfactory to the DISTRICT.

C. CONSULTANT, pursuant to this Agreement, is rendering professional services only and any payments made to it are compensation solely for such services as it may render and recommendations it may make in the performance of services.

ARTICLE 4: CONFIDENTIAL RELATIONSHIP/TITLE TO DOCUMENTS

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 turned over to DISTRICT upon termination of this Agreement.

CONSULTANT shall provide copies of original source electronic files (e.g., Microsoft Word or Excel files, AutoCAD DWG files, etc.) of all work completed as part of this Agreement. Such files shall not be protected or otherwise restrict access.

ARTICLE 5: PAYMENT TO CONSULTANT

A. In consideration of CONSULTANT's performance of services as described herein, DISTRICT shall pay CONSULTANT fees for his services at the hourly rates as shown in Exhibit A, plus any expenses which are pre-approved by DISTRICT. On or prior to the tenth day of each calendar month after actual work is started, CONSULTANT shall submit an invoice in sufficient detail to show the total amount of work done to the last day of the month preceding the one in which the invoice is submitted. DISTRICT shall review and approve

CONSULTANT's invoice for accuracy and agree with CONSULTANT on any adjustments that may be appropriate. Such approvals shall not be unreasonably withheld. DISTRICT shall pay CONSULTANT for all approved work and materials within 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 30 days after deducting therefrom all previous payments and all sums to be retained under the terms of the agreement.

B. Total fees to be paid by DISTRICT to CONSULTANT for CONSULTANT's services described herein shall not exceed \$200,000 in Fiscal Year 2018-2019 (July 1, 2018-June 30, 2019) without written amendment hereto. Full execution of this Agreement shall be subject to and contingent upon this amount being approved as part of the Fiscal Year 2018-2019 DISTRICT Operating Budget. As such, the DISTRICT General Manager shall sign and administer this Agreement only upon the BOARD's approval of the Fiscal Year 2018-2019 DISTRICT Operating Budget.

C. Should this Agreement be extended for one or more additional one-year periods in accordance with Article 2 of this Agreement, the annual amount of a given extension shall be established as the sum of the annual amount approved by the TSD and SSD Boards of Directors in their approved annual operating budgets for that year, plus 10% for contingencies and other DISTRICT-specific services from CONSULTANT. CONSULTANT shall be entitled to an increased hourly rate for any of the four extensions, if, and only if, the increased hourly rate has been explicitly and specifically approved by the TSD and SSD Boards of Directors in their approved annual operating budgets for that year.

ARTICLE 6: TERMINATION OF CONTRACT

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

ARTICLE 7: INDEMNIFICATION AND HOLD HARMLESS

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

ARTICLE 8: INSURANCE

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

A. Commercial General Liability policies with combined single limit coverage of at least \$1,000,000 for any personal injury, death, or property damage.

B. Comprehensive Automobile Liability policies with combined single limit coverage of at least \$1,000,000 for personal injury, death, or property damage.

ARTICLE 9: SUBCONSULTANTS/ASSIGNMENT

This Agreement is a personal service contract and the consulting work hereunder shall not be delegated or assigned by CONSULTANT to any person or entity without the consent of DISTRICT, except that CONSULTANT may assign this agreement to an entity wholly owned and controlled by CONSULTANT. Breach of this provision shall be grounds for immediate termination of this Agreement.

ARTICLE 10: NOTICES

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

To CONSULTANT: David M. Martin, P.E.
THE PRD GROUP, INC.
P.O. Box 8242
Oxnard, California 93031

To DISTRICT: General Manager
VENTURA REGIONAL SANITATION DISTRICT
1001 Partridge Drive, Suite 150
Ventura, California 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 11: NO WAIVER

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

ARTICLE 12: PARTIAL INVALIDITY

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

ARTICLE 13: TERMS

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

ARTICLE 14: CALIFORNIA LAW

This Agreement shall be interpreted and construed pursuant to the laws of the State of California. 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.

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

VENTURA REGIONAL
SANITATION DISTRICT

By _____
JAMES MONAHAN
Chairman, Board of Directors

THE PRD GROUP, INC.

By  _____
DAVID M. MARTIN, P.E.
Principal

ATTEST

By _____
JULIET RODRIGUEZ
Clerk of the Board

APPROVED AS TO FORM:
ARNOLD, LAROCHELLE,
MATHEWS, VANCONAS & ZIRBEL, LLP

By _____
ROBERT N. KWONG
Legal Counsel for District

APPROVED AS TO ADMINISTRATION:

By _____
CHRIS THEISEN
General Manager

EXHIBIT A

STATEMENT OF WORK AND RATE SHEET

The following, subject to DISTRICT modification, deletion or addition, specifies the work statement and scope of work to be performed by CONSULTANT and the rates to be charged in connection with CONSULTANT'S delivery of engineering services to DISTRICT.

STATEMENT OF WORK

Overall Project Description

CONSULTANT will provide engineering services for DISTRICT projects and to fulfill the DISTRICT's contractual obligations for engineering services to the Saticoy Sanitary District (SSD) and the Triunfo Sanitation District (TSD), as outlined in the tasks and at the rates shown below. The total cost for these services shall not exceed \$200,000 unless mutually agreed to in writing by DISTRICT and CONSULTANT.

Task 1 – Cooperative ventures for projects with outside agencies in the rehabilitation of water/wastewater/recycled water systems.

Task 2 – Project technical and administrative support for various public relations or DISTRICT outreach programs.

Task 3 – Provide technical support for DISTRICT-requested reporting or modifications to existing communications or manuals.

Task 4 – Maintain project coordination with DISTRICT staff and other consultants.

Task 5 – Provide support and coordination with DISTRICT ordinance modifications.

Task 6 – Provide support for DISTRICT Board document preparation and other services as requested by the DISTRICT General Manager.

Charges for the above services will be at a direct hourly rate based on the rates shown on the following page for the applicable classification for professional engineering/technical services.

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Hourly Service Rates

<u>Classification</u>	<u>Rate</u>
Engineering:	
Civil	\$130
Mechanical	\$130
Electrical.....	\$130
Controls	\$150
Structural	\$150
Geotechnical	\$150
Certified Engineering Geologist.....	\$130
Project Management:	
Project Manager	\$125
Construction Manager	\$110
Construction Inspector	\$100
Technical Services:	
Engineering Designer/Technician.....	\$100
GIS Specialist.....	\$120
IT Specialist.....	\$110
Registered Environmental Assessor	\$120
Technical Specialists – Process O&M.....	\$140
Administrative:	
Office Administrative Assistant	\$65
Other:.....	(By Agreement)

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