



# TRIUNFO SANITATION DISTRICT

A PUBLIC AGENCY

February 1, 2011

Board of Directors  
Triunfo Sanitation District  
Ventura County, California

## **AMENDMENT FOR TSD CONTRACT NO. T09-003-5 – THE PRD GROUP, INC. (OAK CANYON RESERVOIR)**

### **Summary**

Assistance has been provided by The PRD Group, Inc. to the District for the Conifer Tank Replacement Project to help coordinate and organize the multitude of tasks related to this project. As the project enters into the pre-construction and construction phases, additional support and assistance are needed. Staff recommends a contract amendment for \$27,500 to The PRD Group, Inc. to provide project management assistance for the Conifer Project.

### **Background**

The PRD Group, Inc. currently provides engineering and project management services to Triunfo Sanitation District (TSD) for the Conifer Tank Replacement Project. Services outlined in the previous amended contracts (for time and additional appropriations) include: compile and analyze design, environmental, and administrative project documentation; create and maintain a project library; track status of all project activities, prepare and maintain project schedules and summaries; prepare and maintain a consolidated budget specific to each project element; prepare and track project documentation; assist with Request for Proposals and bid processes; other duties as required, including correspondence, coordinating meetings, and preparing presentations.

Due to the complex nature of this project, maintaining a consistent project management hierarchy would be best served by keeping The PRD Group, Inc. on contract to assist with these services. The PRD Group, Inc. has agreed to continue to provide the aforementioned services and assist staff in completing the project tasks as directed by the Board.

Legal Counsel has reviewed and approved the proposed contract amendment as to legal form and sufficiency.

*Item 4-1*

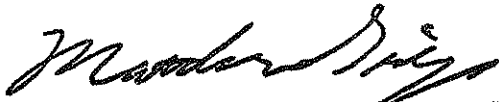
If you have any questions or need additional information, please contact me at 805-658-4628.

**Fiscal Impact**

Appropriations for these expenses are included in the adopted Fiscal Year 2010-2011 budget and do not require a budget adjustment to fund this project management assistance.

**Recommendation**

It is recommended the Board authorize the contract amendment for The PRD Group, Inc., for project management assistance of the Conifer Tank Replacement Project (Oak Canyon Reservoir), in the amount of \$27,500, for a total contract amount of \$126,600.



MATT GRIEGER – PROJECT ENGINEER

Enc.

APPROVED FOR FEBRUARY 28, 2011 AGENDA

  
\_\_\_\_\_  
Doug Anders – Acting District Manager

**CONTRACT NO. T09-003-5**

**AMENDMENT NO. 5 TO CONTRACT NO. T09-003  
BETWEEN  
TRIUNFO SANITATION DISTRICT  
AND  
THE PRD GROUP, INC.**

THIS AGREEMENT is made and entered into this 28<sup>th</sup> day of February 2011 by and between the TRIUNFO SANITATION DISTRICT, a public agency formed pursuant to California Health & Safety Code Section 4700 et seq., hereinafter "DISTRICT," and THE PRD GROUP, INC., hereinafter "ENGINEER."

**RECITALS**

- A. On the 30<sup>th</sup> day of September 2009, a certain contract hereinafter referred to as Contract No. T09-003, was executed between DISTRICT and ENGINEER for specialized services of an ENGINEER to assist the DISTRICT in providing engineering and project management services.
- B. On the 25<sup>th</sup> day of January 2010 DISTRICT and ENGINEER agreed that additions to the original scope of work and additional compensation were necessary to complete the work and could be accomplished by amending Contract No. T09-003 accordingly.
- C. On the 22<sup>nd</sup> day of March 2010 DISTRICT and ENGINEER agreed that additions to the original scope of work and additional compensation were necessary to complete the work and could be accomplished by amending Contract No. T09-003-1 accordingly.
- D. On the 28<sup>th</sup> day of June 2010 DISTRICT and ENGINEER agreed that additional time was necessary to complete the work and could be accomplished by amending Contract No. T09-003-2 accordingly.
- E. On the 15<sup>th</sup> day of November 2010 DISTRICT and ENGINEER agreed that additional time was necessary to complete the work and could be accomplished by amending Contract No. T09-003-3 accordingly.
- F. DISTRICT and ENGINEER agree that additional time and compensation are necessary to complete the work and can be accomplished by amending Contract No. T09-003-4 accordingly.

**AMENDMENT**

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements set forth, it is agreed the aforesaid Contract No. T09-003, a copy of which is attached as Exhibit "I" and incorporated herein by reference, shall remain in full force and effect, except as otherwise hereinafter provided.

The parties agree the following language shall replace the original provisions of Article 6: Payment to ENGINEER

"C. Total fees to be paid by DISTRICT to ENGINEER for ENGINEER's services described herein shall be increased by \$27,500.00 not exceed \$126,600.00 without written amendment hereto."

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

APPROVED AS TO FORM: ARNOLD, BLEUEL  
LaROCHELLE, MATHEWS, & ZIRBEL, LLP

TRIUNFO SANITATION DISTRICT

By \_\_\_\_\_  
JOHN M. MATHEWS  
Legal Counsel for DISTRICT

By \_\_\_\_\_  
MICHAEL PAULE, Chair Board of Directors

ATTEST:

THE PRD GROUP, INC

By \_\_\_\_\_  
JOSIE GUZMAN  
Clerk of the Board

By \_\_\_\_\_  
DAVID M. MARTIN, P.E. Principal

**INTERNAL USE ONLY**

Principal Analyst *[Signature]* 2/10/11  
Finance Manager *[Signature]* 2/9/11  
Director of Finance *VD*  
Fiscal Technician \_\_\_\_\_

Exhibit A

CONTRACT NO. T09-003-4  
AMENDMENT NO. 4 TO CONTRACT NO. T09-003  
BETWEEN  
TRIUNFO SANITATION DISTRICT  
AND  
THE PRD GROUP, INC.

THIS AGREEMENT is made and entered into this 15<sup>th</sup> day of November 2010 by and between the TRIUNFO SANITATION DISTRICT, a public agency formed pursuant to California Health & Safety Code Section 4700 et seq., hereinafter "DISTRICT," and THE PRD GROUP, INC., hereinafter "ENGINEER."

RECITALS

A. On the 30<sup>th</sup> day of September 2009, a certain contract hereinafter referred to as Contract No. T09-003, was executed between DISTRICT and ENGINEER for specialized services of an ENGINEER to assist the DISTRICT in providing engineering and project management services.

B. On the 25<sup>th</sup> day of January 2010 DISTRICT and ENGINEER agreed that additions to the original scope of work and additional compensation were necessary to complete the work and could be accomplished by amending Contract No. T09-003 accordingly.

C. On the 22<sup>nd</sup> day of March 2010 DISTRICT and ENGINEER agreed that additions to the original scope of work and additional compensation were necessary to complete the work and could be accomplished by amending Contract No. T09-003-1 accordingly.

D. On the 28<sup>th</sup> day of June 2010 DISTRICT and ENGINEER agreed that additional time was necessary to complete the work and could be accomplished by amending Contract No. T09-003-2 accordingly.

E. DISTRICT and ENGINEER agree that additional time and compensation are necessary to complete the work and can be accomplished by amending Contract No. T09-003-3 accordingly.

AMENDMENT

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements set forth, it is agreed the aforesaid Contract No. T09-003, a copy of which is attached as Exhibit "1" and incorporated herein by reference, shall remain in full force and effect, except as otherwise hereinafter provided.

The parties agree the following language shall replace the original provisions of 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, ENGINEER 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, 2011."

The parties agree the following language shall replace the original provisions of Article 6: Payment to ENGINEER

"C. Total fees to be paid by DISTRICT to ENGINEER for ENGINEER's services described herein shall be increased by \$22,000.00 not exceed \$99,100.00 without written amendment hereto."

145

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

APPROVED AS TO FORM: ARNOLD, BLEUEL  
LaROCHELLE, MATHEWS, & ZIRBEL, LLP

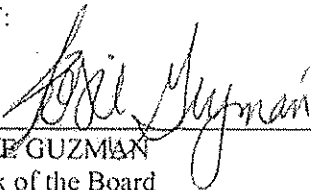
TRIUNFO SANITATION DISTRICT

By   
JOHN M. MATHEWS  
Legal Counsel for DISTRICT

By   
MICHAEL PAULE, Chair Board of Directors

ATTEST:

THE PRD GROUP, INC

By   
JOSIE GUZMAN  
Clerk of the Board

By   
DAVID M. MARTIN, P.E. Principal

INTERNAL USE ONLY

Principal Analyst 

Finance Manager \_\_\_\_\_

Director of Finance VA

Fiscal Technician \_\_\_\_\_

14-6

**CONTRACT NO. T09-003-3**

**AMENDMENT NO. 3 TO CONTRACT NO. T09-003  
BETWEEN  
TRIUNFO SANITATION DISTRICT  
AND  
THE PRD GROUP, INC.**

THIS AGREEMENT is made and entered into this 28<sup>th</sup> day of June 2010 by and between the TRIUNFO SANITATION DISTRICT, a public agency formed pursuant to California Health & Safety Code Section 4700 et seq., hereinafter "DISTRICT," and THE PRD GROUP, INC., hereinafter "ENGINEER."

**RECITALS**

A. On the 30<sup>th</sup> day of September 2009, a certain contract hereinafter referred to as Contract No. T09-003, was executed between DISTRICT and ENGINEER for specialized services of an ENGINEER to assist the DISTRICT in providing engineering and project management services.

B. On the 25<sup>th</sup> day of January 2010 DISTRICT and ENGINEER agreed that additions to the original scope of work and additional compensation were necessary to complete the work and could be accomplished by amending Contract No. T09-003-1 accordingly.

C. On the 22<sup>nd</sup> day of March 2010 DISTRICT and ENGINEER agreed that additions to the original scope of work and additional compensation were necessary to complete the work and could be accomplished by amending Contract No. T09-003-2 accordingly.

D. DISTRICT and ENGINEER agree that additional time is necessary to complete the work and can be accomplished by amending Contract No. T09-003-2 accordingly.

**AMENDMENT**

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements set forth, it is agreed the aforesaid Contract No. T09-003, a copy of which is attached as Exhibit "I" and incorporated herein by reference, shall remain in full force and effect, except as otherwise hereinafter provided.


The parties agree the following language shall replace the original provisions of 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, ENGINEER 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, 2010."

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

APPROVED AS TO FORM: ARNOLD, BLEUEL  
LaROCHELLE, MATHEWS, & ZIRBEL, LLP

TRIUNFO SANITATION DISTRICT

By   
\_\_\_\_\_  
JOHN M. MATHEWS  
Legal Counsel for DISTRICT

By   
\_\_\_\_\_  
MICHAEL PAULE, Chair Board of Directors


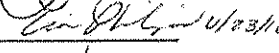
ATTEST:

THE PRD GROUP, INC

By   
\_\_\_\_\_  
JOSIE GUZMAN  
Clerk of the Board

By   
\_\_\_\_\_  
DAVID M. MARTIN, P.E. Principal

INTERNAL USE ONLY

Principal Analyst   
Finance Manager  4/23/10  
Director of Finance RD 6/24  
Fiscal Technician LM

**CONTRACT NO. T09-003-2**

**AMENDMENT NO. 2 TO CONTRACT NO. T09-003  
BETWEEN  
TRIUNFO SANITATION DISTRICT  
AND  
THE PRD GROUP, INC.**

THIS AGREEMENT is made and entered into this 25th day of January 2010 by and between the TRIUNFO SANITATION DISTRICT, a public agency formed pursuant to California Health & Safety Code Section 4700 et seq., hereinafter "DISTRICT," and THE PRD GROUP, INC., hereinafter "ENGINEER."

**RECITALS**

A. On the 30<sup>th</sup> day of September 2009, a certain contract hereinafter referred to as Contract No. T09-003, was executed between DISTRICT and ENGINEER for specialized services of a ENGINEER to assist the DISTRICT in providing engineering and project management services.

B. On the 25<sup>th</sup> day of January 2010 DISTRICT and ENGINEER agreed that additions to the original scope of work and additional compensation is necessary to complete the work and can be accomplished by amending Contract No. T09-003 accordingly.

C. DISTRICT and ENGINEER agreed that additional compensation is necessary to complete the work and can be accomplished by amending Contract No. T09-003-1 accordingly.

**AMENDMENT**

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements set forth, it is agreed the aforesaid Contract No. T09-003, a copy of which is attached as Exhibit "I" and incorporated herein by reference, shall remain in full force and effect, except as otherwise hereinafter provided.


The parties agree the following language shall replace the original provisions of Article 6: Payment to ENGINEER

"C. Total fees to be paid by DISTRICT to ENGINEER for ENGINEER's services described herein shall not exceed \$77,100.00 without written amendment hereto."

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

APPROVED AS TO FORM: ARNOLD, BLEUEL,  
LaROCHELLE, MATHEWS, & ZIRBEL, LLP

TRIUNFO SANITATION DISTRICT


By   
JOHN M. MATHEWS  
Legal Counsel for DISTRICT

By   
MICHAEL PAULE, Chair Board of Directors

ATTEST:

By   
SANDY WARREN  
Clerk of the Board

THE PRD GROUP, INC

By   
DAVID M. MARTIN, P.E. Principal

**INTERNAL USE ONLY**

Principal Analyst 

Fiscal Technician \_\_\_\_\_

Director of Finance 

Other \_\_\_\_\_

**CONTRACT NO. T09-003-1**

**AMENDMENT NO. 1 TO CONTRACT NO. T09-003  
BETWEEN  
TRIUNFO SANITATION DISTRICT  
AND  
THE PRD GROUP, INC.**

THIS AGREEMENT is made and entered into this 25th day of January 2010 by and between the TRIUNFO SANITATION DISTRICT, a public agency formed pursuant to California Health & Safety Code Section 4700 et seq., hereinafter "DISTRICT," and THE PRD GROUP, INC., hereinafter "ENGINEER."

**RECITALS**

A. On the 30<sup>th</sup> day of September 2009, a certain contract hereinafter referred to as Contract No. T09-003, was executed between DISTRICT and ENGINEER for specialized services of a ENGINEER to assist the DISTRICT in providing engineering and project management services.

B. DISTRICT and ENGINEER have agreed that additions to the original scope of work and additional compensation is necessary to complete the work and can be accomplished by amending Contract No. T09-003 accordingly.

**AMENDMENT**

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements set forth, it is agreed the aforesaid Contract No. T09-003, a copy of which is attached as Exhibit "I" and incorporated herein by reference, shall remain in full force and effect, except as otherwise hereinafter provided.

The parties agree the following language shall replace the original provisions of Article 1: Work Statement

"A. ENGINEER shall provide for DISTRICT Engineering and Project Management Services for (1) Constructability Review of the Oak Park Reservoir Plans and Specifications and (2) Project Management Plan Development for the Conifer Project as described in Exhibit "A" attached.

B. ENGINEER shall provide for DISTRICT Project Management Services as described in Exhibit "C" attached and incorporated by reference herein."

The parties agree the following language shall replace the original provisions of Article 6: Payment to ENGINEER

"C. Total fees to be paid by DISTRICT to ENGINEER for ENGINEER's services described herein shall not exceed \$27,600.00 without written amendment hereto."

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

APPROVED AS TO FORM: ARNOLD, BLEUEL  
LaROCHELLE, MATHEWS, & ZIRBEL, LLP

TRIUNFO SANITATION DISTRICT

By John M. Mathews, Jr.  
JOHN M. MATHEWS  
Legal Counsel for DISTRICT

By Mark J. Rank  
Chair Board of Directors

ATTEST:

THE PRD GROUP, INC

By Rhonda Catron  
RHONDA CATRON  
Clerk of the Board

By David M. Martin  
DAVID M. MARTIN, P.E. Principal

**INTERNAL USE ONLY**

Principal Analyst [Signature]  
Fiscal Technician [Signature] 1/20/10  
Director of Finance [Signature]  
[Signature]

The PRD  Group, Inc.

Engineering

Project Management

Ventura Regional Sanitation District  
1001 Partridge Dr., Suite 150  
Ventura, CA 93003-0704

January 06, 2010

Attn: Sally Coleman, Director of Operations

Proposal: Project Management Assistance for the Conifer Project

Dear Ms. Coleman:

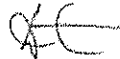
Pursuant to a request from Mr. Matthew Grieger of your staff, PRD is providing the following proposal for up to 160 hours of project management assistance as required by Triunfo Sanitation District. At your discretion, The PRD Group can provide a project manager to perform the following general functions.

1. Compile and analyze design, environmental, and administrative project documentation;
2. Create and maintain a project library;
3. Track status of all project activities on a weekly basis;
4. Prepare and maintain project schedules;
5. Prepare and maintain a consolidated budget specific to each project element;
6. Prepare and track project documentation, including cost accounting spreadsheets;
7. Other duties as required, including correspondence, coordination meetings, and public outreach.

At a Contract rate of \$110.00 per hour, this proposal will not exceed \$17,600.00.

Thank you very much for the opportunity to submit this work scope. I hope we can be of service to you. Please contact me at 626 422-2754 if additional information is required.

Sincerely,



David M. Martin, P.E.  
Principal  
The PRD Group, Inc.

14-13

**CONTRACT NO. T09-003  
AGREEMENT FOR ENGINEERING SERVICES  
BETWEEN  
TRIUNFO SANITATION DISTRICT  
AND  
THE PRD GROUP, INC.**

THIS AGREEMENT is made and entered into this 30<sup>th</sup> day of September 2009 by and between the TRIUNFO SANITATION DISTRICT, a public agency formed pursuant to California Health & Safety Code Section 4700 et seq., hereinafter "DISTRICT," and THE PRD GROUP, INC., hereinafter "ENGINEER."

**RECITALS**

- A. DISTRICT has a need to engage the specialized services of a ENGINEER to assist the DISTRICT in providing engineering and project management services.
- B. The parties enter into this Agreement to set forth their respective rights and obligations.

**AGREEMENT**

**ARTICLE 1: WORK STATEMENT**

A. ENGINEER shall provide consulting services for DISTRICT with regard to technical assistance with constructability review services and project management plan development as described in Exhibit "A" attached.

**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, ENGINEER 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, 2010.

**ARTICLE 3: INDEPENDENT CONTRACTOR RELATIONSHIP**

A. It is expressly understood between the parties that no employee/employer relationship is intended, the relationship of ENGINEER 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 ENGINEER.

B. ENGINEER 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 but shall not be responsible for the means, methods and procedures of other ENGINEERS. ENGINEER will supply all tools and instrumentalities required to perform its services under this Agreement.

C. ENGINEER pursuant to this Agreement is rendering professional services only and any

1414

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: COMPLIANCE WITH LAWS**

ENGINEER 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 ENGINEER's work, the safety of the persons or property involved, and their protection from damage or injury. ENGINEER 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 attorneys fees and costs, brought or recovered against DISTRICT, for or on account of any negligent violation of said laws, ordinances, rules, regulations and orders in connection with work performed by ENGINEER under this Agreement.

#### **ARTICLE 5: CONFIDENTIAL RELATIONSHIP/TITLE TO DOCUMENTS**

ENGINEER 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 ENGINEER under this Agreement, or any information made available to ENGINEER by DISTRICT, shall be revealed, disseminated or made available by ENGINEER 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 ENGINEER during the performance of its services hereunder shall be turned over to DISTRICT upon termination of this Agreement.

#### **ARTICLE 6: PAYMENT TO ENGINEER**

A. In consideration of ENGINEER's performance of services as described herein, DISTRICT shall pay ENGINEER fees for its services according to the schedule of rates set forth in Exhibit "B" attached and incorporated by reference herein. On or prior to the tenth day of each calendar month after actual work is started, ENGINEER shall submit an invoice in sufficient detail to show the total amount of work done and materials furnished by ENGINEER and incorporated into the work to the last day of the month preceding the one in which the invoice is submitted. When possible, such invoice shall include the name and title of each person performing work, date and brief description of the work performed, number and type of hours worked, and labor rate. DISTRICT shall review and approve ENGINEER's invoice for accuracy and agree with ENGINEER on any adjustments that may be appropriate. Such approvals shall not be unreasonably withheld. DISTRICT shall pay ENGINEER for all approved work and materials within 30 days of agreement on the amount of the invoice. In the event of disagreement with ENGINEER 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 ENGINEER for ENGINEER's services described herein shall not exceed \$10,000 without written amendment hereto, described in Exhibit "B" attached.

C. No payment made under this Agreement, except the final payment, shall be conclusive evidence of ENGINEER's performance of the Agreement, either wholly or in part, and no payment shall be construed to be an acceptance of ENGINEER's services performed. DISTRICT shall provide ENGINEER with written documentation of completion of work along with final payment.

**ARTICLE 7: SUSPENSION OR TERMINATION OF CONTRACT**

All work shall be done in a diligent and professional manner to DISTRICT's satisfaction. ENGINEER specifically acknowledges and agrees that DISTRICT may suspend or terminate ENGINEER's services at any time with or without cause, regardless of whether ENGINEER'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 or suspension exceeding three (3) months, ENGINEER 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 of the total time expended on the section or sections of work suspended at and to the date of the notice of suspension or termination, and shall not increase ENGINEER's total compensation beyond the maximum stated in Article 6.

In the event suspension of services exceeds twelve (12) months in duration, ENGINEER may, by not less than thirty (30) days' written notice, terminate the services as they apply to the suspended portion of the project. In the event this Agreement is terminated by either DISTRICT or ENGINEER, all reports, specifications and appurtenant data shall be delivered by ENGINEER to DISTRICT and may be used by DISTRICT.

**ARTICLE 8: INDEMNIFICATION AND HOLD HARMLESS**

ENGINEER 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 ENGINEER'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 ENGINEER, 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 9: INSURANCE**

ENGINEER 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 \$1,000,000 for any personal injury, death, or property damage.
- C. Comprehensive Automobile Liability policies with combined single limit coverage of \$1,000,000 for personal injury, death, or property damage.

~~D. Errors and Omissions coverage with minimum limits of \$1,000,000 in full force and effect during the life of this contract.~~

ENGINEER 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 ENGINEER's insurance shall be primary for the coverage in Items B and C above; (3) in

*[Handwritten signature]*  
11/3/09  
*[Handwritten signature]*  
10-28-09

14-16  
Page 3

*[Handwritten signature]*  
10-28-09  
*[Handwritten signature]*  
11/3/09

~~the event of ENGINEER's error or omission, ENGINEER's insurance shall respond for the coverage in item D above, and (2) such insurance shall not be canceled without thirty (30) days' prior written notice having been given DISTRICT at its address set forth in this Agreement, except that ten (10) days' written notice shall be acceptable in the case of cancellation for nonpayment~~

*Handwritten signature and date: 11/3/04  
628.09*

**ARTICLE 10: SUBCONTRACTORS**

This Agreement is a personal service contract and the consulting work hereunder shall not be delegated or assigned by ENGINEER to any person or entity without the consent of DISTRICT. Breach of this provision shall be grounds for immediate termination of this Agreement.

**ARTICLE 11: 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 ENGINEER: David M. Martin, P.E.  
Principal  
THE PRD GROUP, INC.  
PO Box 8242  
Oxnard, CA 93031

To DISTRICT: Finance & Administration  
TRIUNFO 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 12: NO WAIVER**

No failure or delay by DISTRICT in asserting any of DISTRICT's rights and remedies as to any default of ENGINEER shall operate as a waiver of the default, of any subsequent or other default by ENGINEER, 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 13: 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 14: TERMS**

No alteration or variation 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 15: INCORPORATION OF RECITALS

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

ARTICLE 16: 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.

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

APPROVED AS TO FORM: ARNOLD, BLEUEL  
LaROCHELLE, MATHEWS, & ZIRBEL, LLP

TRIUNFO SANITATION DISTRICT


By   
JOHN M. MATHEWS  
Legal Counsel for DISTRICT

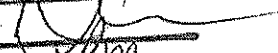
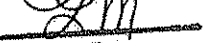


By   
JANNA ORKNEY, Chairman Triunfo Board  
of Directors

ATTEST:

THE PRD GROUP, INC

By   
RIONDA CATRON, Clerk of the Board

By   
DAVID M. MARTIN, P.E. Principal

**INTERNAL USE ONLY**  
Principal Analyst   
Fiscal Technician   
Director of Finance   
Other 

**EXHIBIT "A"**  
**Scope of Work**  
**for**  
**Engineering Services from The PRD Group, Inc.**

Engineering and Project Management Services for (1) Constructability Review of the Oak Park Reservoir Plans and Specifications and (2) Project Management Plan Development for the Conifer Project.

ENGINEER will provide plan review services as follows:

1.	Tank design review – structural engineer	12 hours @ \$110/hr
2.	Water line review – civil engineer/trunk line specialist	12 hours @ \$110/hr
3.	Grading/road review – civil engineer/land development	10 hours @ \$110/hr
4.	Process/P&ID review – mechanical/controls engineer	8 hours @ \$110/hr
5.	Single line review – electrical engineer	6 hours @ \$110/hr
6.	Specification review – interdisciplinary	6 hours @ \$110/hr
	<b>Total:</b>	<b>\$5,940.00</b>

Additionally, ENGINEER will assist DISTRICT staff in development of an integrated project management plan and schedule addressing all components of the Conifer Project, including:

Oak Park Reservoir construction

A hillside grubbing plan via contract or force account

Chesebro and ~~Bob Hope~~ <sup>CONIFER</sup> tank removals

Lindero Feeder ownership transfer

Related right-of-way, maintenance, environmental, and geotechnical considerations

40 hours @ \$100/hr = \$4,000.00

**Exhibit "B"**  
**The PRD Group, Inc.**  
**FEE SCHEDULE FOR PROFESSIONAL SERVICES**  
**Effective August 12, 2009**

**Engineers**

Structural Engineer	\$110 per hour
Civil Engineer/Trunk Line Specialist	\$110 per hour
Civil Engineer/Land Development	\$110 per hour
Mechanical/Controls Engineer	\$110 per hour
Electrical Engineer	\$110 per hour