

DEL PASO MANOR WATER DISTRICT  
1817 MARYAL DRIVE, SUITE 300  
SACRAMENTO, CA 95864

BOARD OF DIRECTORS  
Ryan Saunders – President  
Osmar Macias – Vice President  
Robert Matteoli  
Carl Dolk  
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GENERAL MANAGER  
Alan Gardner

**REQUEST FOR PROPOSALS  
FOR  
WATER RATES STUDY SERVICES  
JULY 2022**

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FOR  
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**SUMMARY:**

Del Paso Manor Water District (“District”) is requesting proposals from qualified consultants (professional services) to prepare a water rate study with a five year rate schedule, consistent with industry accepted cost-of-service principles, satisfying future revenue requirements and meeting State law requirements for the Water Rates Study Services.

**KEY DATES:**

**Proposals DUE:** July 22, 2002 at 5:00 PM

**Location:** 1817 Maryal Drive, Suite 300,  
Sacramento, CA, 95864  
(916) 487-0419

**Award of Contract:** August 4, 2022

**Contact:** Alan Gardner, General Manager  
1817 Maryal Drive, Suite 300,  
Sacramento, CA, 95864  
(916) 487-0419  
generalmanager@delpasomanorwd.org

**INTRODUCTION:**

The District is requesting proposals from qualified consultants (professional services) to prepare a water rate study with a **five year** rate schedule, consistent with industry accepted cost-of service principles, accounting for District’s infrastructure replacement and improvement needs and goals, satisfying future revenue requirements and meeting state law requirements for water rates.

The District is located in the Arden area of unincorporated Sacramento County, northeast of the City of Sacramento. The District service area is approximately 1.3 square miles and the District provides drinking water to approximately 1,800 residential, commercial, and institutional customers.

The District is fully built-out and is facing an increasing infrastructure liability as the aging pipelines and wells reach the end of their useful life. The District’s water system is comprised of buried water mains, eight (8) groundwater wells, and individual service connections, and has generally been in continuous service for over 65 years. The District’s elected Board of Directors, recognizing that the aging system and water supply reliability impact water service, commissioned an update to the 2009 WMP. Over the next 5 to 30 years, the infrastructure needs will continue to

rise as more older facilities fail. An update to the District's Water Master Plan has been finalized and provides further direction on the Districts longer term infrastructure and system needs and will be used, among other data and materials, to assist the selected ratemaking consultant in developing the cost of service study to ensure adequate capital and reserves to achieve these important infrastructure goals, while balancing the District's goal of providing safe, clean and affordable water to its ratepayers.

### **SCOPE OF WORK:**

The District requests a proposal for the preparation of a water rate study that shall include but is not limited to the following scope of work. The proposal shall include all services that can be reasonably expected for developing a five year rate schedule for water services, conducting community outreach including community meetings regarding the proposed rates, preparing for and participating in Proposition 218 protest hearings and presenting to the Board of Directors and ratepayers as requested by the District. The scope of work is as follows:

1. Develop a water rate structure that will allow the District to meet its financial obligations and ensure long term stability for the District.
2. Identification and analysis of various direct costs as included in the adopted budget including all overhead costs, personnel, administrative and operational costs to ensure that all costs of service are being fully accounted for and are allocated among all customer classes in a fair and equitable manner, consistent with State law.
3. Assess current rate structure performance and cost-of-service allocations as a baseline for recommending changes. Include assessment of historical revenue, existing customer classifications, and cost of service distribution to existing classifications. Recommend changes that comply with Proposition 218 provisions and all federal, state and local rules and regulations.
4. Assessment of current revenue, estimation of future revenue and ability to meet projected revenue requirements based on historical and current budgets, current operational expenses, future system requirements, expected operational changes and Capital Improvement Plan projects including identified infrastructure and system upgrades identified in the update to the District's Water Master Plan. Inflation, debt service repayment, reserve balance level increases and other cash obligations should also be considered.
5. Analyze the effects of increased water conservation to the recommended rate structure and potential impacts on ability to fund operations and Capital Improvement Plan projects. Analysis of how 20% reduction will impact revenue and costs should be included, recognizing that the District currently is 20% under its 2013 usage.
6. Develop and propose new five year rate structures that include; all fixed costs for service, commodity costs, capital improvement and replacement costs, energy commodity costs, reserve fund appropriations and any proposed classification, tier structure, and alternative rate structures. Any proposed rate structure must be easy to understand and implement.
7. The Study shall include preparation of draft and final reports, presentations to the District Board, up to three community workshops, preparation and participation in Proposition 218 hearings.

## **SCHEDULE**

August 4, 2022	Award of Contract and Notice to Proceed
September 4, 2022	First Draft Due
TBD	Up to 3 Meetings w/Staff and Consultants
October 2022	Final Draft Due
TBD	Board of Directors Presentation Authorization to Initiate
TBD	4 Hearings and Community Outreach
Fall/Winter 2022	Protest Hearing/Adoption of New Water Rates

As part of the process, District staff will provide the following upon request:

- A. Records and information including financial reports, budgets, water consumption and production data.
- B. Staff support and assistance as required.

The consultant firm will be those of an independent contractor and not of an employee or officer of the District. The firm will be under the overall direction of the District General Manager's designated representative (Project Manager).

### **SPECIFICATIONS FOR THE PROPOSAL:**

The Proposal shall include, but need not be limited to the following information in the following order and format:

1. Cover letter

The cover letter should present the Consultant's understanding of the project, the key issues and tasks and the Consultant's ability to address them; include the name, address, email, and phone number of person(s) to contact regarding this proposal.

2. Relevant Experience

Provide the name and background information for each member of the firm who will do the actual work and staff who will work with the District on a regular basis. If sub-consultants are proposed, do the same for each sub-consultant.

Provide qualifications, including education and experience, of the proposed staff and other key personnel who will be assigned for the project from start to finish, including any sub-consultants. Expertise applicable to the work specified should be emphasized.

Provide at least five (5) references, within the past three years, from public agency clients for whom similar or comparable service have been performed. Include the name of the agency, mailing address, and contact name and telephone number.

Also indicate the type of project, description of Consultant activities and, if the project came in, over or under budget. Provide an explanation if the project was over budget.

Consultant must demonstrate clear understanding of the Proposition 218 process and capability to prepare all required documentation.

### 3. Conflict of Interest

Provide the names of entities associated with the proposer who may have a conflict of interest with any activity of this project. Provide details and reasons. Proposers are subject to disqualification on the basis of conflict of interest as determined by the District.

### 4. Project Organization and Timeline

The proposal shall include a work plan which includes major activities and a schedule for the project, deliverables and milestone dates. Describe how each task as outlined in the Scope of Work will be addressed including data requirements and interaction with District staff.

### 5. Cost

Include a not-to-exceed, total amount for the proposed scope of work in a separate, closed envelope, labeled accordingly. Separate the costs for each task and item under the Scope of Work for the project.

### 6. Contract

The selected firm will be required to enter into a Contract Services Agreement with the District (see attached). All proposals must include a statement that the company has reviewed the Agreement and finds the terms acceptable. If your company has concerns with the Contract Services Agreement, please note the specific concerns in your proposal.

## **SUBMITTAL OF PROPOSAL:**

Interested firms shall submit five copies of their proposal to the District not later than **5:00 P.M. on July 22, 2022.**

Proposals shall be directed to:

Alan Gardner, General Manager  
1817 Maryal Drive, Suite 300,  
Sacramento, CA, 95864  
(916) 487-0419  
[Generalmanager@delpasomanorwd.org](mailto:Generalmanager@delpasomanorwd.org)

Inquires may be directed to Alan Gardner at the District by phone, fax, or email.

All submitted packages shall be tilted/labeled:

### **WATER RATES STUDY SERVICES**

**Please submit one (1) original and one (1) electronic version on a flash drive, of the completed proposal to the District, not later than 5 PM on July 22, 2022. Faxes will not be accepted.**

All proposals, as well as any modifications, received by the District after the hour and date specified above, will not be accepted. All proposals will become the property of the District, will become public records, and will not be returned.

The proposal shall be signed by an officer or officers authorized to execute legal documents on behalf of the Proposer and shall contain a statement to the effect that the proposal is a firm offer for a 60-day period.

### **SELECTION PROCESS**

The District will select a Contractor to perform the consultant services based on the following criteria:

1. Most qualified, based on personnel and previous experience to perform the services requested by the District.
2. Proposed scope of services, and demonstration of an approach to assess the District's cost of service needs and develop its cost of service study for water service rates.

The anticipated selection process is as follows:

1. SOQ/RFP submission deadline.
2. Review of firms based on SOQ/RFP submittal.
3. Interview the two top ranked Contractors (if deemed necessary by the District).

4. Select top ranked Contractor.
5. Negotiate final scope of services.
6. Award contract.
7. Perform services.

#### **GENERAL INFORMATION**

The District reserves the right to request additional information from any and all Consultants. The District reserves the right to reject any and all proposals or a specific item or items of a proposal for any reason. The selected firm shall provide insurance policies in accordance with the requirements of the District's Contract Services Agreement.

All costs incurred in the preparation of the proposal, in the submission of additional information and/or in any other aspect of the proposal prior to the award of a written a contract will be borne by the proposing company. All proposals submitted to the District in response to this Request for Proposal shall become property of the District. After selection of the Contractor, all applicants will be notified of the District's decision.

**DEL PASO MANOR WATER DISTRICT  
CONSULTANT SERVICES AGREEMENT**

THIS AGREEMENT (“Agreement”) is made and entered into this [REDACTED] day of [REDACTED], 202[REDACTED], by and between the DELPASO MANOR WATER DISTRICT, a municipal corporation of the State of California (hereinafter referred to as “DISTRICT”), and [REDACTED] (hereinafter referred to as “CONSULTANT”).

W I T N E S S E T H:

A. WHEREAS, DISTRICT desires to enter into this Agreement for services for [DESCRIBE SERVICES]; and

B. WHEREAS, DISTRICT desires to retain CONSULTANT to provide these services by reason of its qualifications, applicable license(s), and experience for performing such services, and CONSULTANT has offered to provide the required services on the terms and in the manner set forth herein.

NOW, THEREFORE, in consideration of their mutual covenants, the parties hereto agree as follows:

**AGREEMENT**

**1. INCORPORATION OF RECITALS.**

The recitals set forth above, and all defined terms set forth in such recitals and in the introductory paragraph preceding the recitals, are hereby incorporated into this Agreement as if set forth herein in full.

**2. DEFINITIONS.**

a. The term “General Manager” shall mean the duly appointed General Manager of the Del Paso Manor Water District, or his/her designated representative.

b. The term “General Counsel” shall mean the duly appointed General Counsel of the Del Paso Manor Water District, or his/her designated representative.

c. The term “Secretary” shall mean the duly appointed Secretary of the Del Paso Manor Water District or his/her designated representative.

**3. PROJECT COORDINATION.**

a. DISTRICT. The General Manager shall be representative of DISTRICT for all purposes under this Agreement. The General Manager or designee is hereby designated as the PROJECT MANAGER. The PROJECT MANAGER shall supervise the progress and execution of this Agreement.



b. CONSULTANT. The CONSULTANT shall assign a single PROJECT DIRECTOR to have overall responsibility for the progress and execution of this Agreement for CONSULTANT. [REDACTED] is designated as the PROJECT DIRECTOR for CONSULTANT. Should circumstances or conditions subsequent to the execution of this Agreement require a substitute PROJECT DIRECTOR for any reason, the CONSULTANT shall immediately notify PROJECT MANAGER of the name of the new PROJECT DIRECTOR.

#### **4. SCOPE AND PERFORMANCE OF SERVICES.**

a. Services to be Furnished. Subject to such policy direction and approvals as the DISTRICT through its staff may determine from time to time, CONSULTANT shall perform the services set forth in the "Scope of Services" attached hereto as Exhibit A and incorporated herein by reference.

CONSULTANT shall devote such services pursuant to this Agreement as may be reasonably necessary for satisfactory performance of CONSULTANT's obligations pursuant to this Agreement. CONSULTANT shall adhere to the Schedule of Activities as attached hereto as Exhibit B.

b. Standard of Quality. All work performed by CONSULTANT under this Agreement shall be in accordance with all applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in CONSULTANT's field of expertise.

c. Compliance with Laws. CONSULTANT shall comply with all applicable federal, state, and local laws, codes, ordinances, regulations, orders, and decrees. In the event that CONSULTANT believes that there is a conflict between existing and applicable federal, state and/or local law, codes, ordinances, regulations, orders and decrees, that would preclude CONSULTANT from complying with the requirements set forth in this paragraph, CONSULTANT shall notify DISTRICT in writing, and meet and confer with DISTRICT to determine an appropriate course of action. CONSULTANT represents and warrants to DISTRICT that it has all licenses, permits, qualifications, insurance, and approvals of whatsoever nature, which are legally required for CONSULTANT to practice its profession. CONSULTANT represents and warrants to DISTRICT that CONSULTANT shall, at its own cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, insurance and approvals which are legally required for CONSULTANT to practice its profession or are necessary and incident to the due and lawful execution of the services it performs under this Agreement. CONSULTANT shall maintain any and all applicable business licenses. CONSULTANT shall at all times during the term of this Agreement, and for one year thereafter, provide written proof of such licenses, permits, insurance, and approvals upon request by the DISTRICT. The DISTRICT is not responsible or liable for CONSULTANT's failure to comply with any or all of the requirements contained in this paragraph.

#### **5. COMPENSATION.**

For the full performance of the services described herein by CONSULTANT, DISTRICT shall pay CONSULTANT \$[REDACTED] per hour for \_\_\_\_\_ services and travel time; \$0.[REDACTED] cents per mile traveled; and all reasonable expenses incurred during the course of the work; provided,

however, that compensation shall not exceed [REDACTED] dollars (\$ [REDACTED]). The method and timing of payment to CONSULTANT shall be as set forth in **Exhibit C**, incorporated herein by reference.

**6. ADDITIONAL SERVICES.**

CONSULTANT shall not commence any work exceeding the Scope of Services without prior written authorization from DISTRICT. CONSULTANT agrees to perform such work only if requested in writing by DISTRICT and shall bill for such services in a separate agreement.

**7. TERM.**

This Agreement shall be effective and shall remain in effect until terminated as provided herein.

**8. SUSPENSIONS; TERMINATION; EXTENSIONS.**

a. Right to Suspend or Terminate. The General Manager may suspend or terminate this Agreement for any reason by giving ten (10) days' written notice to CONSULTANT. Upon receipt of such notice, CONSULTANT shall immediately discontinue its performance under this Agreement. CONSULTANT may suspend or terminate this Agreement for any reason by giving thirty (30) days' written notice to DISTRICT. CONSULTANT shall not discontinue its performance under this Agreement until such notice period has expired.

b. Termination for Cause. Should CONSULTANT fail within three (3) working days from receipt of DISTRICT's written notice to correct any deficiencies related to failure to perform the Work in accordance with this Agreement including its Exhibits; failure to comply with the directions of DISTRICT; or failure to pay its creditors, DISTRICT may terminate this Agreement. Following a termination for default, DISTRICT shall have the right to take whatever steps it deems necessary to correct and complete the work and charge the cost thereof to CONSULTANT, who shall be liable for the full cost of DISTRICT's corrective action, including reasonable overhead, profit, and attorneys' fees.

c. Extension of Time. Consultant may, for good cause, request extensions of time to perform the services required hereunder. Such extensions shall be authorized in advance by the District in writing and shall be incorporated in written amendments to this Contract or the attached Work Program in the manner provided in Section 5.

d. Delay. The Consultant shall at all times employ such force, plant, materials, and tools as will be sufficient, in the opinion of the District Engineer, to prosecute the Work at not less than the rates fixed under the terms of the Contract and to complete the Work thereof within the time limits fixed therein. If the Consultant refuses or fails to prosecute the Work, or any separable part thereof, with such diligence as will ensure the completion within the time specified in the Contract, or any extension thereof, or fails to complete said work within such time, District may exercise the termination provisions set forth herein.

e. Payment. Upon such suspension or termination, CONSULTANT shall be paid for all services actually rendered to DISTRICT to the date of such suspension or termination.

f. Rights and Remedies. The rights and remedies of the DISTRICT provided in this Section are in addition to any of the rights and remedies provided by the law or under this Agreement.

**9. CLAIMS.**

If any dispute shall arise between DISTRICT and CONSULTANT regarding performance of the work, or any alleged change in the work, CONSULTANT shall timely perform the disputed work and shall give written notice of a claim for additional compensation for the work to DISTRICT within ten (10) days after commencement of the disputed work. CONSULTANT's failure to give written notice within the ten (10) day period constitutes an agreement by CONSULTANT that it will receive no extra compensation for the disputed work.

**10. INSPECTION.**

CONSULTANT shall furnish DISTRICT with every reasonable opportunity for DISTRICT to ascertain that the services of CONSULTANT are being performed in accordance with the requirements and intentions of this Agreement. All work done and all materials furnished, if any, shall be subject to the PROJECT MANAGER'S inspection and approval. The inspection of such work shall not relieve CONSULTANT of any of its obligations to fulfill its agreement as prescribed. Any materials created by CONSULTANT shall become the property of DISTRICT upon delivery. CONSULTANT shall not be held liable for any reuse of the DISTRICT-owned materials for purposes outside this Agreement.

**11. INDEPENDENT JUDGMENT.**

Failure of DISTRICT to agree with CONSULTANT's independent findings, conclusions or recommendations, if the same are called for in this Agreement, on the basis of differences in matters of judgment shall not be construed as a failure on the part of the CONSULTANT to meet the requirements of this Agreement.

**12. ASSIGNMENT; SUBCONSULTANTS; EMPLOYEES.**

a. Assignment. CONSULTANT shall not assign, delegate, transfer, or convey its duties, responsibilities, or interests in this Agreement or any right, title, obligation or interest in or to the same or any part thereof without the DISTRICT's prior written consent. Any assignment without such approval shall be void and, at DISTRICT's option, shall terminate this Agreement and any license or privilege granted herein.

b. Subconsultants; Employees. CONSULTANT shall be responsible for employing or engaging all persons necessary to perform the services of CONSULTANT hereunder. No subconsultant of CONSULTANT will be recognized by DISTRICT as such; rather, all subconsultants are deemed to be employees of CONSULTANT, and CONSULTANT agrees to be responsible for their performance. CONSULTANT shall give its personal attention to the fulfillment of the provisions of this Agreement by all of its employees and subconsultants, if any, and shall keep the work under its control. If any employee or subconsultant of CONSULTANT fails or refuses to carry out the provisions of this Agreement or appears to be incompetent or to act

in a disorderly or improper manner, he or she shall be discharged immediately from the work under this Agreement on demand of the PROJECT MANAGER.

### **13. INTEREST OF CONSULTANT.**

a. No Conflict of Interest. CONSULTANT (including principals, associates and professional employees) covenants and represents that it presently has no investment or interest, and shall not acquire any investment or interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services hereunder. CONSULTANT further covenants and represents that it does not now have and shall not acquire any source of income, business entity, interest in real property or investment which would be affected in any manner or degree by the performance of CONSULTANT's services hereunder. CONSULTANT further covenants and represents that no person having any such investment or interest shall perform any services under this Agreement.

b. Independent Contractor. It is expressly agreed that, in the performance of the services hereunder, CONSULTANT shall at all times be deemed an independent contractor and not an agent or employee of DISTRICT. CONSULTANT, its officers, employees, agents, and subconsultants shall have no power to bind or commit the DISTRICT to any decision or course of action, and shall not represent to any person that they have such power.

c. Financial Records. CONSULTANT shall retain all financial records, including, but not limited to, documents, reports, books, and accounting records that pertain to any work or transaction performed pursuant to this Agreement for four (4) years after the expiration of this Agreement. CONSULTANT or any of its duly authorized representatives shall, with reasonable notice, have access to and the right to examine, audit, and copy such records.

### **14. INDEMNITY.**

a. Consultant shall indemnify, defend, and hold harmless the District, its officers, officials, agents, and employees against all claims, damages, demands, liability, costs, losses and expenses, including without limitation court costs and reasonable attorneys' fees, arising from Consultant's negligent acts or negligent failure to act, errors, omissions or willful misconduct incident to the performance of this Contract except such loss or damage caused by the active negligence, sole negligence, or willful misconduct of the District. The provisions of this Section shall survive termination or suspension of this Contract and no other provision of this Agreement or any attachment thereto shall reduce the indemnification obligations imposed under this Section.

### **15. WORKERS' COMPENSATION.**

a. Covenant to Provide. CONSULTANT certifies that it is aware of the provisions of the Labor Code of the State of California which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and it certifies that it will comply with such provisions before commencing the performance of the work of this Agreement.

b. Waiver of Subrogation. CONSULTANT and CONSULTANT's insurance company agree to waive all rights of subrogation against the DISTRICT, its elected or appointed

officials, agents, and employees for losses paid under CONSULTANT's workers' compensation insurance policy which arise from the work performed by CONSULTANT for DISTRICT.

c. Coverage. CONSULTANT shall obtain workers' compensation insurance in the amounts and form outlined in Section 16 of this Agreement.

## **16. INSURANCE.**

a. CONSULTANT shall not commence any work before obtaining, and shall maintain in force at all times during the duration and performance of this Contract, the policies of insurance specified in this Section. Such insurance must have the approval of the District as to limit, form, and amount, and shall be placed with insurers with a current A.M. Best's rating of no less than A VII (an NR rating is acceptable for Worker's Compensation insurance written with the State Compensation Insurance Fund of California).

b. Prior to execution of this Contract and prior to commencement of any work, the CONSULTANT shall furnish the District with certificates of insurance and copies of endorsements providing evidence of coverage for all policies required by the Contract. The CONSULTANT and its contractors and subcontractors shall, at their expense, maintain in effect at all times during the performance of work under the Contract not less than the following coverage and limits of insurance, which shall be maintained with insurers and under forms of policy satisfactory to the District. The maintenance by CONSULTANT and its contractors and subcontractors of the following coverage and limits of insurance is a material element of this Contract. The failure of CONSULTANT or of any of its contractors or subcontractors to maintain or renew coverage or to provide evidence of renewal may be treated by the District as a material breach of this Contract. Approval of the insurance by the District shall not relieve or decrease any liability of CONSULTANT.

### **1. Commercial General Liability Insurance.**

(i) CONSULTANT shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than two million dollars (\$2,000,000) per occurrence for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. CONSULTANT's general liability policies shall be primary and shall not seek contribution from the District's coverage, and be endorsed using Insurance Services Office form CG 20 10 (or equivalent) to provide that District and its officers, officials, employees, and agents shall be additional insureds under such policies. For construction projects, an endorsement providing completed operations coverage for the additional insured, ISO form CG 20 37 (or equivalent), is also required.

(ii) Any failure to comply with reporting provisions of the policies by CONSULTANT shall not affect coverage provided the District.

(iii) Coverage shall state that CONSULTANT insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(iv) Coverage shall contain a waiver of subrogation in favor of the District.

2. Business Automobile Liability. CONSULTANT shall provide auto liability coverage for owned, non-owned, and hired autos using ISO Business Auto Coverage form CA 00 01 (or equivalent) with a limit of no less than five million dollars (\$5,000,000) per accident.

3. Workers' Compensation and Employers' Liability. CONSULTANT shall maintain Workers' Compensation Insurance and Employer's Liability Insurance with limits of at least one million dollars (\$1,000,000). CONSULTANT shall submit to District, along with the certificate of insurance, a waiver of subrogation endorsement in favor of District, its officers, agents, employees, and volunteers.

4. Professional Liability. CONSULTANT shall maintain professional liability insurance that insures against professional errors and omissions that may be made in performing the Services to be rendered in connection with this Agreement, in the minimum amount of two million dollars (\$2,000,000) per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement, and CONSULTANT agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this agreement.

5. All Coverages.

(i) Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or reduced in limits except after thirty (30) days' prior written notice has been given to the District, except that ten (10) days' prior written notice shall apply in the event of cancellation for nonpayment of premium.

(ii) All self-insurance, self-insured retentions, and deductibles must be declared and approved by the District.

(iii) Evidence of Insurance - Prior to commencement of work, the CONSULTANT shall furnish the District with certificates, additional insured endorsements, and waivers of subrogation evidencing compliance with the insurance requirements above. The CONSULTANT must agree to provide complete, certified copies of all required insurance policies if requested by the District.

(iv) Acceptability of Insurers - Insurance shall be placed with insurers admitted in the State of California and with an A.M. Best rating of A- VII or higher.

(v) Subcontractors and CONSULTANTs - A category of risk and the applicable insurance requirements will be determined on a "per subcontractor" or "per consultant" basis, considering the particular work to be done by the subcontractor or consultant and the interrelationship of that work to other work being conducted by the CONSULTANT.

6. No other provision of this Agreement or any attachment thereto shall reduce the insurance obligations imposed under this Section

c. In addition to any other remedy the District may have, if CONSULTANT fails to maintain the insurance coverage as required in this Section, the District may obtain such insurance coverage as is not being maintained, in form and amount substantially the same as is required herein, and the District may deduct the cost of such insurance from any amounts due or which may become due CONSULTANT under this Contract.

d. No policy required by this Contract shall be suspended, cancelled, terminated by either party, or reduced in coverage or in limits unless CONSULTANT has provided thirty (30) days' prior written notice by certified mail, return receipt requested, to the District.

e. Any deductibles or self-insured retentions in excess of \$10,000 must be declared to, and approved by, the District.

The requirement as to types, limits, and the District's approval of insurance coverage to be maintained by CONSULTANT are not intended to, and shall not in any manner, limit or qualify the liabilities and obligations assumed by CONSULTANT under the Contract.

## **17. NOTICE.**

Any notices or other communications to be given to either party under this Agreement shall be in writing, shall be delivered to the addresses set forth below, and shall be effective, as follows:

- a. By personal delivery, effective upon receipt by the addressee;
- b. By facsimile, effective upon receipt by the addressee, so long as a copy is provided by certified U.S. mail, return receipt requested, postmarked the same day as the facsimile;
- c. By certified U.S. mail, return receipt requested, effective 72 hours after deposit in the mail.

DISTRICT: DEL PASO MANOR WATER DISTRICT  
c/o General Manager  
1817 Maryal Dr. #300  
Sacramento, CA 95864

CONSULTANT: **[NAME AND ADDRESS]**

Either party may change its address for notices by complying with the notice procedures in this Section.

**18. AGREEMENT BINDING.**

The terms, covenants, and conditions of this Agreement shall apply to, and shall bind, the heirs, successors, executors, administrators, assigns and subconsultants of both parties.

**19. WAIVERS.**

The waiver by either party of any breach or violation of any term, covenant, or condition of this Agreement or of any provisions, ordinance, or law shall not be deemed to be a waiver of such term, covenant, condition, ordinance, or law or of any other term, covenant, condition, ordinance, or law. The subsequent acceptance by either party of which may become due hereunder shall not be deemed to be a waiver of any preceding breach or violation by the other party of any term, covenant, or condition of this Agreement or of any applicable law or ordinance.

**20. COSTS AND ATTORNEYS' FEES.**

If either party commences any legal action against the other party arising out of this Agreement or the performance thereof, the prevailing party in such action may recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorneys' fees.

**21. NONDISCRIMINATION.**

No discrimination shall be made in the employment of any person under this Agreement on the basis of race, color, national origin, ancestry, religion, age, sex, sexual orientation, marital status, disability, or place of birth.

**22. VENUE.**

Any action arising out of this Contract shall be brought in Sacramento County, California, regardless of where else venue may lie.

**23. TIME OF ESSENCE.**

CONSULTANT understands and agrees that time is of the essence in the completion of the work and services described in the Scope of Services.

**24. AGREEMENT CONTAINS ALL UNDERSTANDINGS.**

This document represents the entire and integrated agreement between DISTRICT and CONSULTANT and supersedes all prior negotiations, representations, or agreements, either written or oral. This document may be amended only by written instrument, signed by both DISTRICT and CONSULTANT. All provisions of this Agreement are expressly made conditions. This Agreement shall be governed by the laws of the State of California and interpreted as if written by both parties.



**IN WITNESS WHEREOF**, DISTRICT and CONSULTANT have executed this Agreement the day and year first above written.

**DEL PASO MANOR WATER DISTRICT**, a duly formed special district of the State of California:

\_\_\_\_\_  
Alan Gardner, General Manager

Date: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
Alan Gardner, Secretary

Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Mona Ebrahimi, General Counsel

Date: \_\_\_\_\_

**CONSULTANT:**

\_\_\_\_\_

**[NAME AND POSITION]**

Date: \_\_\_\_\_

**Exhibit A**

(Scope of Services)

CONSULTANT shall provide DISTRICT with the following services pursuant to this Agreement:

CONSULTANT shall perform [REDACTED] services relative to [REDACTED] matter involving [REDACTED]. Such services may include: reviewing materials supplied by the Del Paso Manor Water District relative to the specific assignment(s), conducting [REDACTED].

Payment for services rendered under this contract will be based on time spent for [REDACTED], at a rate of \$ [REDACTED] per hour; travel expenses, \$0. [REDACTED] per mile traveled; and all reasonable expenses incurred.

**Exhibit B**

(Schedule of Activities)

The schedule of activities shall adhere to the assignment schedule as described in the engagement letter prepared by CONSULTANT. The assignment will begin immediately upon execution of the agreement between DISTRICT and CONSULTANT.

**Exhibit C**

(Method and Timing of Payment)

The Method and Timing of Payment shall be monthly billing based on the work performed, and as invoiced in detail by CONSULTANT to DISTRICT.

**EXHIBIT D**

CERTIFICATE OF COMPLIANCE WITH LABOR CODE § 3700  
[Labor Code § 1861]

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

CONSULTANTS

By: \_\_\_\_\_  
[Title]

**Exhibit A**  
**Budget and Fee Schedule**