

# Memorandum

February 17, 2022

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Date

Del Paso Manor Water District Board of Directors

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To

General Manager

.....  
From

Agenda Item 7A – Consultant Services Agreement with Forsgren Associates, Inc.

.....  
Subject

The General Manager is proposing to amend Supporting Document No. 3 in Item 7A, Consultant Services Agreement with Forsgren Associates, Inc. After further negotiations with the consultant, the parties agreed to an updated indemnification provision that better served the interests of the District.

As a result, Section 13, Indemnification of the Consultant Services Agreement by and between the Del Paso Water District and Forsgren Associates, Inc. has been amended and the agreement attached with this Memorandum is the agreement proposed for the Board's consideration, and recommended approval.



## DEL PASO MANOR WATER DISTRICT BOARD SPECIAL MEETING STAFF REPORT

**MEETING DATE: February 17, 2022**

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### **AGENDA ITEM 7.A: Discussion/ Approval of Contract with Forsgren as District Engineer**

On January 4, 2022, the Board approved entering into negotiations with Forsgren to become District Engineer.

Attached is the contract which has been negotiated and approved as to form by our General Counsel's firm.

There are no unusual provisions. The contract is backed by adequate insurance that will name the District, its officers, officials, employees, and agents as additional insureds. The additional insured language then activates our coverage with JPIA. In total we will have over \$50 million available.

The initial projects will be:

1. Help the District finalize the HydroScience report. As part of this process include a discussion of replacing all of the iron pipes, obtaining funding to define the PCE plume under Well 8 and possible remediation, and a cost per mile update on moving the iron pipes from the back of the houses to the street and potential ways to mitigate those costs. Also recommend allowing the use of the capital fund account for current projects in addition to those previously authorized.
2. Advise on the rehabilitation of Wells 2, 4 and 7.
3. Review their past designs related to updating the infrastructure to see what can be used in the new 218 proceeding.
4. Begin preparation for a 218.

**RECOMMENDATION** Approve the contract effective as of February 17, 2022.

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**STAFF RESPONSIBLE FOR REPORT: Alan Gardner, General Manager  
02/17/2022**

**RESOLUTION NO. 22-0217**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE  
DEL PASO MANOR WATER DISTRICT  
APPROVING AGREEMENT WITH FORSGREN ASSOCIATES INC. FOR  
DISTRICT ENGINEER SERVICES**

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**WHEREAS**, on January 4, 2022 the Board of Directors was presented with two proposals received in response to an RFP for the position of District Engineer at its regular meeting; and

**WHEREAS**, upon consideration and in support of the recommendation of the General Manager, the Board of Directors directed the General Manager to enter negotiations with Forsgren Associates, Inc. (Consultant) for the purpose of entering into a contract with the firm to provide District Engineer services; and

**WHEREAS**, the Consultant is qualified to provide the District Engineer services desired by the Del Paso Manor Water District; and

**WHEREAS**, the District desires to enter into an agreement with Consultant for those same services.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE DEL PASO MANOR WATER DISTRICT:**

1. The Board of Directors does hereby authorize the President of the Board to execute the consultant services agreement attached and incorporated hereto between the District and Forsgren Associates, Inc. (Attachment A) to be effective February 17, 2022;

2. The Board of Directors does hereby authorize the General Manager to execute individual Task Orders as defined in Attachment A, provided that any Task Order that exceeds the signing authority of the General Manager, as may be amended from time to time, is first approved by the Board of Directors.

I certify that the foregoing Resolution was adopted by the Board of Directors of the Del Paso Water District at a special meeting held on the 17 day of February 2022, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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Ryan Saunders, President  
Board of Directors

ATTEST:

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Alan Gardner, General Manager / Secretary

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

THIS AGREEMENT ("Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2022 ("Effective Date"), by and between the DEL PASO MANOR WATER DISTRICT, a municipal corporation of the State of California (hereinafter referred to as "DISTRICT"), and FORSGREN ASSOCIATES, INC. (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 the role of District Engineer for an initial term of five (5) years; 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 fully set forth herein.

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. Alan Driscoll 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. Services will be authorized by Task Orders (TO), the form of which should substantially comply with **Exhibit B**, attached hereto and incorporated herein by reference, and provided on either a Time and Materials (T&M) or Lump Sum basis, by mutual agreement between the DISTRICT and CONSULTANT. When services are requested by the DISTRICT, CONSULTANT will prepare a TO confirming the scope, schedule, and fee for the task. Services under a given TO will commence upon DISTRICT authorization. Budgets for each TO will not be exceeded without prior written authorization by DISTRICT.

b. Standard of Care. All services performed by CONSULTANT under this Agreement shall be in accordance with all applicable legal requirements and shall meet the standard of care 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 (1) 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.**

a. DISTRICT shall pay CONSULTANT on a T&M or lump sum basis, as set forth in each TO, in accordance with Section 4.a. of this Agreement; provided, however, that any individual TO that exceeds the signing authority of the General Manager in effect at the time the TO is created shall be approved by the Board of Directors.

b. For services performed on a T&M basis, payment will be in accordance with hourly rates, which shall not exceed those rates set forth in **Exhibit C**, attached hereto and incorporated herein by reference. These rates may be adjusted on no more than an annual basis; provided, however, that any such adjustment is mutually agreed to in writing by both parties.

c. CONSULTANT will submit monthly invoices via email for services rendered, and DISTRICT will make prompt payments upon District Board approval of CONSULTANT's invoices.

d. DISTRICT recognizes that late payment of invoices results in extra expenses for CONSULTANT. CONSULTANT retains the right to assess DISTRICT interest at a rate of one percent (1%) per month, on invoices which are not paid within forty-five (45) days from the date of the invoice. In the event undisputed portions of CONSULTANT's invoices are not paid within the aforementioned forty-five (45) days, CONSULTANT also reserves the right, after seven (7) days' prior written notice, to suspend the performance of its services under this Agreement until all past due amounts have been paid in full.

**6. ADDITIONAL SERVICES.** CONSULTANT shall not commence any work exceeding the Scope of Services of this Agreement or scope of any individual TO 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 commence on the Effective Date and shall remain in effect for an initial term of five (5) years, unless terminated earlier as provided herein.

## **8. SUSPENSIONS AND TERMINATION.**

a. Termination for Convenience. Either party may terminate this Agreement for any reason upon giving the other party not less than sixty (60) days' written notice.

b. Termination for Cause. Should either party fail to perform any of its respective obligations hereunder, within the time and in the manner herein provided, or otherwise violate any of the terms of this Agreement, the other party may terminate this Agreement as follows: 1) by giving the defaulting party no less than fourteen (14) days' written notice of such violation or default and an opportunity to cure, stating the alleged violation or grounds of default ("Notice to Cure"); and 2) providing a written notice of termination to the defaulting party in the event the defaulting party does not cure the alleged violation within the time period provided by the Notice to Cure.

c. Suspension of Performance. The DISTRICT may temporarily suspend this Agreement, at no additional cost to DISTRICT, provided that the CONSULTANT is given written notice of temporary suspension. If DISTRICT gives such notice of temporary suspension, CONSULTANT shall immediately suspend its activities under this Agreement. CONSULTANT may terminate this Agreement pursuant to Section 8.a. of this Agreement if CONSULTANT's services are suspended by DISTRICT for more than ninety (90) consecutive days.

d. Services Rendered. In the event of termination of this Agreement by either party, DISTRICT shall within thirty (30) days of termination pay CONSULTANT for all services actually rendered and all reimbursable costs incurred by CONSULTANT and invoiced, up to the date of termination, in accordance with the payment provisions of this Agreement. Furthermore, upon termination DISTRICT shall be entitled to all work, including, but not limited to, appraisals, inventories, studies, analyses, drawings, and other estimates performed to that date in accordance with Section 9 hereof.

**9. OWNERSHIP OF DOCUMENTS.** DISTRICT acknowledges that CONSULTANT's reports, drawings, electronic files, and other documents (collectively, documents) are CONSULTANT's instruments of professional service. Nevertheless, final documents prepared under this Agreement shall become the property of DISTRICT upon completion of the services and payment in full of all monies due to CONSULTANT. DISTRICT shall not reuse or make any modification to the documents without the prior written authorization of CONSULTANT. The reuse of any of the materials described in this Section 9 by the DISTRICT on any other project without the written permission of CONSULTANT shall be at the DISTRICT's sole risk. DISTRICT agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless CONSULTANT, its officers, directors, employees, and subconsultants (collectively, CONSULTANT) against any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of the unauthorized reuse or modification of the documents by DISTRICT. 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 services performed and all documents submitted shall be subject to the PROJECT MANAGER's review and approval.

Notwithstanding the preceding paragraph, the parties acknowledge and agree that the DISTRICT is subject to the California Public Records Act, Government Code section 6500 et seq., which may require the disclosure or inspection of certain records under the control of the DISTRICT including, but not limited to, the documents and materials provided by CONSULTANT in the performance of this Agreement.

**10. 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.

## **11. 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 services 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 services under this Agreement on demand of the PROJECT MANAGER.

## **12. 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.

### **13. INDEMNITY.**

a. Consultant shall indemnify, defend, protect, and hold harmless District, and its officers, employees and agents (“Indemnitees”) from and against any claims, liability, losses, damages and expenses (including attorney, expert witness and consultant fees, and litigation costs) (collectively a “Claim”) that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant or its employees, agents, subconsultants or subcontractors. The duty to indemnify, including the duty and the cost to defend, is limited as provided in this section. However, this indemnity provision will not apply to any Claim arising from the sole negligence or willful misconduct of District or its employees or agents. Consultant’s obligations under this indemnification provision shall survive the termination of, or completion of Work under, this Agreement.

b. This subsection applies if the Consultant is a “design professional” as that term is defined in Civil Code section 2782.8. If a court or arbitrator determines that the incident or occurrence that gave rise to the Claim was partially caused by the fault of an Indemnatee, then in no event shall Consultant’s total costs incurred pursuant to its duty to defend Indemnitees exceed Consultant’s proportionate percentage of fault as determined by a final judgment of a court or final decision of arbitrator.

### **14. 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 Agreement, 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 rating of no less than A- VII (an NR rating is acceptable for Workers' Compensation insurance written with the State Compensation Insurance Fund of California).

b. Prior to execution of this Agreement 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 this Agreement. The CONSULTANT and its contractors and subcontractors shall, at their expense, maintain in effect at all times during the performance of work under this Agreement 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 Agreement. 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 Agreement. 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 five million dollars (\$5,000,000) 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.

(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's 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 automobiles using ISO Business Auto Coverage form CA 00 01 (or equivalent) with a limit of not 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 not less than three (3) 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 a 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 Agreement.

d. Any deductibles or self-insured retentions in excess of ten thousand dollars (\$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 this Agreement.

**15. NOTICE.** Any notices or other communications to be given to either party under this Agreement shall be in writing, shall be delivered by any or all of the means provided herein to the addresses set forth below, and shall be effective, as follows:

- a. By personal delivery, effective upon receipt by the addressee;
- b. By electronic mail (email), effective upon confirmed receipt by the addressee;

c. By certified U.S. mail, return receipt requested, effective seventy-two (72) hours after deposit in the mail.

DISTRICT: DEL PASO MANOR WATER DISTRICT  
Attn: General Manager  
1817 Maryal Drive, #300  
Sacramento, CA 95864

CONSULTANT: FORSGREN ASSOCIATES, INC.  
Attn: Alan Driscoll  
3110 Gold Canal Drive, Suite C  
Rancho Cordova, CA 95670

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

**16. 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.

**17. 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, provision, ordinance, or law or of any other term, covenant, condition, provision, 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.

**18. 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.

**19. 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.

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

**21. TIMELINESS OF PERFORMANCE.** CONSULTANT will complete its performance under this Agreement with reasonable diligence and expediency consistent with sound professional practices.

**22. 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.

**DISTRICT:**

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

\_\_\_\_\_  
Ryan Saunders, Board President

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

**ATTEST:**

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

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

**APPROVED AS TO FORM:**

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

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

**CONSULTANT:**

**FORSGREN ASSOCIATES, INC.**

\_\_\_\_\_  
\_\_\_\_\_  
[Name/Position]

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

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.

**DISTRICT:**

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

\_\_\_\_\_  
Ryan Saunders, Board President

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

**ATTEST:**

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

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

**APPROVED AS TO FORM:**

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

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

**CONSULTANT:**

**FORSGREN ASSOCIATES, INC.**

  
\_\_\_\_\_  
*Alan Bassett, VP, Division Manager*  
[Name/Position]

Date: 2/16/22

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

**DISTRICT:**

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

\_\_\_\_\_  
Ryan Saunders, Board President

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

**ATTEST:**

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

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

APPROVED AS TO FORM:



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

Date: 2/17/2022

**CONSULTANT:**

**FORSGREN ASSOCIATES, INC.**

\_\_\_\_\_  
\_\_\_\_\_  
[Name/Position]

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

## 1. Scope Understanding

With infrastructure aged beyond any reasonable service life, the program for replacing this infrastructure postponed for several years, funding for the needed replacements limited, costs for the needed replacements continuing to escalate, and now, scrutiny by the Sacramento Grand Jury...the Del Paso Manor Water District has a difficult road ahead.

If we are selected to serve as your District Engineer, we anticipate working with District staff to establish a Master Services Agreement, and an initial On-Call Services Task Order (TO). This will allow us to quickly become engaged, and to begin helping the District to navigate this difficult road.

### Priorities

The District is currently attempting to 1) “get its arms around” the host of operational, regulatory, and legal issues it faces, 2) determine appropriate actions to address these issues, 3) prioritize these actions based on the nature and seriousness of the issues, and 3) time these actions to fit the realities of funding limitations. The District is organizing these needed actions – or projects – as high-, medium-, or low-priority. In truth, these terms really describe the timing of the projects, which will be dictated by the availability of funding – all of the foreseeable actions are critical for the District.

Though we are not up to speed with respect to the District’s current strategy, we expect that high-priority actions will include those that the District needs to take in order to 1) respond to the Sacramento Grand Jury by February 4, 2022, and 2) ensure its ability to fulfill its primary mission “*to provide safe drinking water in accordance with California and federal regulations and to maintain a reliable water supply for water consumption and fire protection*”, or more succinctly, to “*to meet peak hourly demand while complying with drinking water standards [and all other applicable] regulations.*” We also expect that the high-priority projects will utilize existing District funds, though public funds may be available to address certain issues. Next, we expect that the medium-priority actions will include any from the high-priority category that could not be completed because of funding limitations. And finally, we expect that the low-priority actions will be those taken in order to ensure the long-term viability of the District as an independent water purveyor.

### High Priority Projects

Under an On-Call Services TO, we envision providing a series services intended to help the District move from a reactive to a proactive mode. Some of these high-priority services may include:

- **Support for Grand Jury Response** - Schedule a meeting with District staff to 1) discuss the status of the response(s) to the Grand Jury, 2) discuss and agree on what remains to be done to complete the technical aspects of the response(s), and 3) discuss and agree on how Forsgren can help. Perform a Peer Review of the Strategic Water Solutions Technical Memorandum (HydroScience, May 2021), review other relevant documentation, and then utilize our institutional knowledge to ground-truth the Tech Memo’s observations, findings, and recommendations, and provide support for the District’s response(s) to the Grand Jury.
- **System Assessment** - Work with District staff to assess the current condition of the District’s overall system and facilities. This will entail a review of any relevant documentation not previously reviewed, a physical inspection of the facilities, and preparation of a



spreadsheet and accompanying memorandum documenting the assessment, and summarizing observations, deficiencies, and recommended actions. This will be followed by a meeting with District staff to compare and reconcile needed actions identified in previous documents, or currently being considered by the District.

- **Road Map** – Once the list of high-priority actions has been compiled, the District will need to prioritize them. We envision a “Road Map”, a spreadsheet and memorandum building on the previous Assessment that summarizes the issues, the actions intended to address the issues, decision criteria, and a decision matrix to aid in prioritization. The Road Map will be rudimentary (i.e. cost effective, and fast), but will provide important structure for prioritizing the needed actions. It will be organized, defensible, transparent, and dynamic – it can be adapted and updated as things change. This process will involve discussion with District staff regarding decision criteria, weighting factors, opportunities for grant funding, anticipated timing for resumption of planned infrastructure replacements, and more. Decision criteria for the Road Map may include:
  - Risk of not completing (Supply, Water Quality, Regulatory, etc.).
  - Value vs. use of existing funds, or “Bang for the Buck”.
  - Environmental considerations.
  - Estimated Cost.
  - Estimated Schedule.
  - Risk of obsolescence. Balance need for short-term repairs to existing system against ability to wait for planned system improvements (e.g. moving pipelines to streets).
- **General Support** – Under the On-Call Services TO we anticipate participating in meetings and telephone/video calls for general planning, to discuss funding opportunities, etc.

Once the needed actions have been prioritized, the District will be able to move forward with its high-priority projects. These actions/projects will be better defined, and in most cases will warrant independent Task Orders. Note: we anticipate that some projects may be high enough in priority that the District will want to move forward with them before the planning (above) is completed.

- **Implement High-Priority Projects** – These are the projects that are time-sensitive, relatively well defined, and can be completed with the District’s existing (limited) funding. Examples of these projects may include:
  - Critical maintenance, repairs and upgrades.
  - Rehabilitation of Well 7 – increase from standby to regular use.
  - Potential Repair of Wells 2 and 4.

### Medium Priority Projects

We envision that projects prioritized, but not able to be completed because of funding limitations may be considered medium-priority projects. These projects would likely be funded through grants or debt service. Examples of these projects may include:

- Well 5 casing repairs (hole in casing)
- Well 3: further testing and assessment for TCP

### Low Priority Projects

We envision that low-priority projects may represent some variation on a resumption of the infrastructure replacement program originally presented in the 2009 Master Plan. These projects would likely be funded through debt service, though grant funding may be possible. Low priority projects may include the following:

- Well Replacements
- Pipeline Replacements
- Emergency Interties
- Conjunctive Use
- Surface Water Rights Utilization
- Metering

### Services

The objective of our services to the District will be to help with infrastructure improvements for potable water facilities such as wells, well sites, well houses, pump stations, pipelines, and appurtenances. At some point, there may be a need to help with storage tanks, dams, and diversion structures. In meeting this objective, our specific services may include the following:

#### Planning and General Support

- Planning/strategies for funding and implementing improvements.
- Alternatives Analyses for well siting, etc.
- Feasibility Studies to ground-truth concepts, inform design, and aid with funding.
- Hydrogeologic Studies for Well Siting and Improvements.
- Update and maintain Hydraulic Model; perform hydraulic modeling and analyses.
- Environmental Studies to understand and plan for water supply impacts.
- Conjunctive Use and/or Surface Water Utilization Planning.
- Scheduling for project-specific and District-wide activities.
- GIS mapping and analysis for planning and presentation.
- Support for new Development (impact analysis, procedures, forms, fees, etc.).
- Update and maintain Standard Details & Specifications.
- Complete, update, and maintain System Map.

#### Wells & Pumps

- Permitting and Environmental Analysis.
- Pilot Boring design, oversight, and pump testing.
- Hydrogeologic analysis of cuttings and water-bearing zones.
- Zone sampling and water quality analysis for screening selection.
- Production well design, drilling and completion oversight.
- Aquifer testing and pump sizing.
- Well-head assembly design.

### Structures - Well Houses, Pump Stations, etc.

- Topographic survey, boundary surveys, legal descriptions, easements, etc.
- Geotechnical investigation and engineering.
- Structural Engineering for buildings and appurtenances.
- Electrical Engineering and Instrumentation/Controls.
- Preparation of plans, specifications, and cost estimates.

### Pipelines

- GIS Mapping and Analysis.
- Alignment Studies.
- Utility Research and Coordination.
- Geotechnical investigation and engineering.
- Corrosion studies and engineering.
- Preparation of plans, specifications, and cost estimates.

### Environmental & Permitting

- Preparation of environmental documents such as Initial Studies, Mitigated Negative Declarations, and Environmental Impact Reports.
- Environmental studies for CEQA/NEPA compliance (noise studies, biological surveys, etc.)
- Permitting support to acquire permits from regulatory agencies including City of Sacramento, US Army Corps of Engineers, Caltrans, County of Sacramento, Regional Water Quality Control Board, State of California Division of Drinking Water, etc.

### Services during Bidding and Construction

- Engineering support during bidding.
- Bid Packages, Pre-Bid Meetings, Bid Openings.
- Construction Management
  - Pre-construction and construction progress meetings.
  - Inspection and documentation.
  - Submittals, RFIs, Change Orders, Field Orders, Payment Applications, etc.
  - Coordination for Special Testing and Inspection.
  - Punch List, Walk-Through, and Project Closeout.
- Engineering support during Construction.
- Preparation of Record Drawings.

Personnel who will be providing these services are presented in the next section, Project Team.



# TASK ORDER

**Client Name:** Del Paso Manor Water District  
**Address:** 1814 Maryal Drive, Suite 300  
Sacramento, CA 95864

**Task Order Name:**

**Task Order No:**

**Scope of Services:**

**Schedule:**

As agreed, to by DPMWD and Forsgren for specific assignments.

**Compensation:**

**Terms and Conditions:**

The requested services will be performed in accordance with the Billing Rates, and Terms & Conditions included as part of the Master Services Agreement between DPMWD and Forsgren.

**FORSGREN ASSOCIATES, INC.**

**DEL PASO MANOR WATER DISTRICT**

**By:** \_\_\_\_\_  
**Printed Name:** Alan Driscoll  
**Title:** VP, Division Manager  
**Date:** \_\_\_\_\_

**By:** \_\_\_\_\_  
**Printed Name:** \_\_\_\_\_  
**Title:** \_\_\_\_\_  
**Date:** \_\_\_\_\_

**FORSGREN ASSOCIATES, INC.  
TITLE CODE RATE SCHEDULE - CALIFORNIA  
01 JANUARY 2022**

<b>TITLE CODE</b>	<b>TITLE</b>	<b>HOURLY RATE*</b>
Engineer/Scientist VII	Sr. Principal / Service Leader	265
Engineer/Scientist VI	Principal/Service Leader	245
Engineer/Scientist V	Managing Engineer/Scientist	220
Engineer/Scientist IV	Senior Engineer/Scientist	195
Engineer/Scientist III	Project Manager	170
Engineer/Scientist II	Project Engineer/Scientist	150
Engineer/Scientist I	Engineer/Scientist	130
Survey VI	Survey Manager	160
Survey V	Chief of Survey	150
Survey IV	Survey Party Chief	130
Survey III	Senior Surveyor	110
Survey II	Surveyor in Training	90
Survey I	Survey Technician	80
Drafter V	Drafting Manager	135
Drafter IV	Senior Designer	125
Drafter III	Designer III	115
Drafter II	Designer II	105
Drafter I	Designer I	95
Inspector VI	Senior Construction Manager	160
Inspector V	Construct. Mgr/Sup. Inspect.	150
Inspector IV	Project Inspector	140
Inspector III	Project Inspector	130
Inspector II	Project Inspector	120
Inspector I	Assistant Inspector	110
Clerical V	Executive Assistant	120
Clerical IV	Senior Project Assistant	110
Clerical III	Project Assistant III	100
Clerical II	Project Assistant II	90
Clerical I	Project Assistant I	80

Rates are fully-loaded with direct labor, overhead and profit.

Expert Witness Testimony, Preparation and all court time will be charged at a rate of

Reimbursables and subconsultants will be charged at cost plus 15%.

Mileage will be charged at the current government rate.

A Related Project Fee (RPF) of \$5.00 will be added to each labor hour for project-specific costs related to in-house printing, photocopying, communications, computers, software, shipping, etc. Rates are subject to change.