

EAST BAY MUNICIPAL UTILITY DISTRICT

**REQUEST FOR PROPOSAL (RFP) No. OMD-2-2017
for
Lead Sampling in K-12 Schools**

**Contact Person: Cindy Hunt, System Water Quality Superintendent
Phone Number: (510) 287-1601
E-mail Address: cindy.hunt@ebmud.com**

**RESPONSE DUE
by
4:00 p.m.
on
Thursday, September 14, 2017
at
EBMUD, Purchasing Division
375 Eleventh St., First Floor
Oakland, CA 94607**



375 Eleventh Street, Oakland, CA 94607
Website: ebmud.com

EAST BAY MUNICIPAL UTILITY DISTRICT

RFP

for

Lead Sampling in K-12 Schools

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I. STATEMENT OF WORK

A. SCOPE

It is the intent of these specifications, terms, and conditions to describe a lead sampling program in K-12 Schools to be performed on behalf of East Bay Municipal Utility District (District) per the requirements of the State Water Resource Control Board, Division of Drinking Water (SWRCB-DDW).

The District intends to award a two-year as-needed contract with one option to renew for one-year term to the Proposer(s) who best meets the District's requirements.

Scope includes: work with K-12 school districts or individual schools to finalize and implement a sampling plan for each school (up to 600 schools); sample lead in K-12 schools (up to five locations per school); provide lead analysis using EPA 200.8 performed by ELAP certified lab; report results to the school sampled, SWRCB-DDW via write-on, and the District; complete any other tasks required by the District's Water Supply Permit Amendment No. 2016PA-SCHOOLS (Exhibit D); program administration and record keeping; and provide routine progress reports to the District's project manager.

Schools that fall within the scope of this project must meet all of the following criteria: offers grades K-12, is served by the District's water system, has not already been sampled by the District's previous Lead Sampling in K-12 school Program, and submits a formal request to the District that is forwarded by the District to contractor.

B. PROPOSER QUALIFICATIONS

1. Proposer Minimum Qualifications

- a. Proposer, Proposer's principal, or Proposer's staff shall have been regularly engaged in the business of providing environmental services for at least five years.
- b. Proposer's samplers shall have valid treatment or distribution license issued by SWRCB, or other drinking water sampling training or experience adequate for collecting lead samples and maintaining sampling program quality control. Sampler qualifications must be included in the proposal. Any changes in samplers must be approved by the District.
- c. Proposer shall utilize a lab that is certified to perform EPA 200.8 for drinking water analysis by California ELAP and has at least three years of experience performing EPA 200.8 with ELAP certification and has at least three years of experience submitting data to SWRCB-DDW via write-on. ELAP certification for EPA 200.8 for the past three years must be included

in the proposal. In addition, a sample lab report for lead analysis using EPA 200.8, showing the Method Detection Limit (MDL) and Practical Quantification Level (PQL) shall be submitted with the proposal.

- d. Proposer shall possess all permits, licenses, and professional credentials necessary to perform services as specified under this RFP.

2. Ideal Candidate Qualifications

- a. Have experience administering and conducting lead sampling in K-12 schools in California or another state.
- b. Have experience administering and conducting Lead and Copper Rule sampling.
- c. Have experience administering and conducting regulatory drinking water quality sampling in California.
- d. Have experience administering and developing regulatory sampling plans.
- e. Have experience managing, scheduling and reporting on complex projects.
- f. Have experience working with members of the public as a representative of a water utility or public agency.
- g. Demonstrate knowledge of lead exposure and health risks as well as sources of lead in drinking water.

C. SPECIFIC REQUIREMENTS

Proposer shall perform all tasks required by the District's Water Supply Permit Amendment No. 2016PA-SCHOOLS (Exhibit D) within the time limits specified, unless otherwise noted.

Proposers are not responsible for specified time limits if the school district or individual school is responsible for a delay; proposer will be responsible to document communications and delays when executing the contract. Time limits in the permit may be modified, subject to approval by District and SWRCB-DDW.

In addition, Proposer shall:

- 1. Be thoroughly familiar with the District's Water Supply Permit Amendment No. 2016PA-SCHOOLS (Exhibit D) and other lead in schools sampling requirements as posted on the SWRCB-DDW website.

2. Have an adequate number of trained water samplers to sample a minimum of 4 schools per day, four days per week (Tuesday – Friday), arriving at the school in the early morning hours prior to staff and students (approximately 5:30 – 6:30 am). Preference is given to proposers with larger numbers of trained water samplers, thus able to accommodate peak sampling requests. Assume that each sampler can only sample one school per day.
3. Only sample K-12 schools approved by the District’s project manager or designee.
4. Coordinate sampling at the school district level, when a school district is comprised of more than one school. When an individual school is not part of a larger school district, coordinate sampling with the individual school representative.
5. The school district/individual school representative will be responsible to collect information needed for each school.
6. Contact each school district/individual school’s representative by phone and discuss the lead sampling process and reference literature. Discuss the information that the school district/individual school is responsible to prepare in advance for use developing the Sample Plan: school site map(s) and locations of 5 busiest tap locations recommended for lead sampling.
7. While the representative is collecting the information, contact the representative a minimum of once every three weeks. Maintain a contact log summarizing telephone calls and emails, including dates, names and brief summary of discussions (demonstrating efforts to meet the sampling schedule).
8. Receive and review materials provided by the representative, showing school site map(s) and locations of 5 busiest tap locations recommended for lead sampling. Prepare the draft Sample Plan(s) (Word template will be provided).
9. Meet with the representative and review the 5 busiest tap locations recommended for lead sampling. Confirm that the locations were selected considering all criteria. Finalize and sign the Sampling Plan cover sheet(s).
10. Shall comply with the school’s security procedure.
11. Each water sampler shall be:
 - a. On the EBMUD list of approved drinking water samplers prior to collecting lead samples.
 - b. Trained in drinking water sampling techniques.

- c. Familiar with the content of information videos as recommended by EBMUD (40 minutes maximum).
- d. Be familiar with the lead in schools sampling requirements in the permit amendment and as referenced on the SWRCB-DDW website.
- e. Able to verbally verify with the school representative on the day of sampling that the drinking water location has not been used during the previous 6 hours.
- f. Able to answer general questions about lead and the lead in schools sampling program.

12. During contract implementation:

- a. For each proposed water sampler, submit sampler qualifications and schedule the sampler approval interview a minimum of 10 business days in advance of scheduled sampling.
- b. Prior to lead sampling, all samplers shall pass a sampler approval interview (1-hour or less) with EBMUD-designated staff, demonstrating lead sampling competency and basic familiarity with the lead in schools sampling program.
- c. Any sampler that does not pass the sampler approval interview will be given feedback and allowed one retake interview.
- d. Samplers that pass the sampler approval interview will be added to the list of approved lead water samplers.

13. Schedule the school sampling:

- a. Schedule sampling when school is in session and was in session the day before sampling, in accordance with Appendix A Sampling Guidance of the District's Water Supply Permit Amendment No. 2016PA-SCHOOLS (Exhibit D).
- b. Prepare a written schedule and contact information for both the sampler and the school representative (template will be provided).
- c. All samples shall be collected by EBMUD pre-approved lead water samplers.
- d. Schedule sampling early in the morning, before students and staff arrive.
- e. Schedule school sampling to obtain a "first draw sample" meaning that at the time of sampling the drinking water locations must not have been used during the previous 6 hours.

14. Provide 1-liter wide mouth plastic sample bottles, labels, and chain of custody forms. After sampling, school staff and sampler sign the Sampling Plan forms.

15. Be responsible for all sample transportation and storage.

16. Comply with 10-day lab turnaround time for all samples. Also provide cost estimates for 2-day and 5-day lab turnaround time in the proposal.
17. Store samples for 30 days after the data is reported in an environment that meets with EPA 200.8.
18. Report written results to each school within 10 business days after receiving results from the lab. A mailing template will be provided. Results shall be transmitted by excel spreadsheet and shall include the school district name, school name, and sampling location description, all matching the corresponding school Sampling Plan. All results shall be reported down to the MDL. Copies of lab reports shall NOT be included in reports to schools.
19. Report results to the District when reporting results to each school.
20. If lead results are greater than 15 ppb (high lead), report results to the District via PHONE and email within ONE BUSINESS DAY after receiving results from the lab. The District will provide multiple contact phone numbers for high lead notification to ensure successful direct personal contact notification.
21. Report results to SWRCB-DDW via write-on before the 10th of the following month. Results below the SWRCB-DDW-required PQL of 5 ppb shall be reported as <PQL or <DLR.
22. Review lab's write-on files for accuracy before allowing lab to submit to SWRCB-DDW.
23. Review the completed Sample Plans, then scan for record keeping. Submit scanned files to District monthly. Submit original Sample Plans to the District when sampling for a school district/individual school has been completed.

D. DELIVERABLES / REPORTS

1. Provide twice monthly data and progress reports to the District's project manager. Templates will be provided.
 - a. Lab data reports must be submitted with data summary spreadsheet.
 - b. Include the total number of approved samplers and a schedule summary that results in compliance with the sampling time limits specified in the District's Water Supply Permit Amendment No. 2016PA-SCHOOLS.
 - c. Include copy of the latest contact log.
2. Conduct monthly meeting with the District's project manager to discuss progress, issues, etc. A teleconference is acceptable.

II. CALENDAR OF EVENTS

EVENT	DATE/LOCATION
RFP Issued	August 29, 2017
Response Due	September 13, 2017 by 4:00 p.m.
Anticipated Contract Start Date	October 13, 2017

Note: All dates are subject to change.

Proposers are responsible for reviewing <https://www.ebmud.com/business-center/requests-proposal-rfps/> for any published addenda. Hard copies of addenda will not be mailed out.

III. DISTRICT PROCEDURES, TERMS, AND CONDITIONS

A. RFP ACCEPTANCE AND AWARD

1. RFP responses will be evaluated by the Selection Committee and will be scored and ranked in accordance with the RFP section entitled "Evaluation Criteria/Selection Committee."
2. The Selection Committee will recommend award to the Proposer who, in its opinion, has submitted the RFP response that best serves the overall interests of the District. Award may not necessarily be made to the Proposer with the lowest overall cost.
3. The District reserves the right to award to a single or to multiple General or Professional Service Providers, dependent upon what is in the best interest of the District.
4. The District has the right to decline to award this contract or any part of it for any reason.
5. Any specifications, terms, or conditions issued by the District, or those included in the Proposer's submission, in relation to this RFP, may be incorporated into any purchase order or contract that may be awarded as a result of this RFP.
6. Award of contract. The District reserves the right to reject any or all proposals, to accept one part of a proposal and reject the other, unless the bidder stipulates to the contrary, and to waive **minor technical defects and administrative errors**, as

the interest of the District may require. Award will be made or proposals rejected by the District as soon as possible after bids have been opened.

B. EVALUATION CRITERIA/SELECTION COMMITTEE

All proposals will be evaluated by a Selection Committee. The Selection Committee may be composed of District staff and other parties that have expertise or experience in this type of procurement. The Selection Committee will select a Proposer in accordance with the evaluation criteria set forth in this RFP. The evaluation of the RFP responses shall be within the sole judgment and discretion of the Selection Committee.

The Selection Committee will evaluate each RFP response meeting the qualification requirements set forth in this RFP. Proposer should bear in mind that any RFP response that is unrealistic in terms of the technical or schedule commitments, or unrealistically high or low in cost, will be deemed reflective of an inherent lack of technical competence or indicative of a failure to comprehend the complexity and risk of the District's requirements as set forth in this RFP.

RFP responses will be evaluated and scored according to the Evaluation Criteria below, and scored according to a zero to five-point scale. The scores for all Evaluation Criteria will then be added to arrive at a weighted score for each RFP response. An RFP response with a high weighted total will be ranked higher than one with a lesser-weighted total.

The Evaluation Criteria are as follows:

	Evaluation Criteria
A.	<p>Cost:</p> <p>The points for Cost will be computed by dividing the amount of the lowest responsive RFP response received by each Proposer's total proposed cost.</p> <p>While not reflected in the Cost evaluation points, an evaluation may also be made of:</p> <ol style="list-style-type: none"> 1. Reasonableness (i.e., does the proposed pricing accurately reflect the Proposer's effort to meet requirements and objectives?); 2. Realism (i.e., is the proposed cost appropriate to the nature of the products and services to be provided?); and 3. Affordability (i.e., the ability of the District to finance this project). <p>Consideration of price in terms of overall affordability may be controlling in circumstances where two or more RFP responses are otherwise judged to be equal, or when a superior RFP response is at a price that the District cannot afford.</p>
B.	<p>Implementation Plan and Schedule:</p> <p>An evaluation will be made of the likelihood that the Proposer's implementation plan and schedule will meet the District's schedule.</p>

	Additional credit will be given for the identification and planning for mitigation of schedule risks which the Proposer believes may adversely affect any portion of the District's schedule.
C.	<p>Relevant Experience: RFP responses will be evaluated against the RFP specifications and the questions below:</p> <ol style="list-style-type: none"> 1. Do the individuals assigned to the project have experience on similar projects? 2. Are résumés complete and do they demonstrate backgrounds that would be desirable for individuals engaged in the work the project requires? 3. How extensive is the applicable education and experience of the personnel designated to work on the project?
D.	<p>References (See Exhibit A – RFP Response Packet): If a short list process is used for a solicitation, references are only performed on the shortlisted Proposers and the score for reference checks is not included in the preliminary short list score.</p>
E.	<p>Oral Presentation and Interview: The oral interview may consist of standard questions asked of each of the Proposers and specific questions regarding the specific RFP response.</p>
F.	<p>Understanding of the Project: RFP responses will be evaluated against the RFP specifications and the questions below:</p> <ol style="list-style-type: none"> 1. Has the Proposer demonstrated a thorough understanding of the purpose and scope of the project? 2. How well has the Proposer identified pertinent issues and potential problems related to the project? 3. Has the Proposer demonstrated that it understands the deliverables the District expects it to provide? 4. Has the Proposer demonstrated that it understands the District's time schedule and can meet it?
G.	<p>Contract Equity Program: Proposer shall be eligible for SBE preference points if they are a certified small business entity, as described in the guidelines contained in Exhibit A-Contract Equity Program, <u>and</u> they check the appropriate box, requesting preference, in Exhibit A-Proposer Information and Acceptance.</p>

C. PRICING

1. Prices quoted shall be firm for the first 24 months of any contract that may be awarded pursuant to this RFP.

2. All prices quoted shall be in United States dollars.
3. Price quotes shall include any and all payment incentives available to the District.
4. Proposers are advised that in the evaluation of cost, if applicable, it will be assumed that the unit price quoted is correct in the case of a discrepancy between the unit price and extended price.

D. PROTESTS

Protests must be in writing and must be received no later than seven (7) business days after the District issues the Notice of Intent to Award, which is sent to all entities who submitted a proposal. The District will reject the protest as untimely if it is received after this specified time frame. Protests will be accepted from proposers or potential proposers only.

If the protest is mailed and not received by the District, the protesting party bears the burden of proof to submit evidence (e.g., certified mail receipt) that the protest was sent in a timely manner so that it would be received by the District within the RFP protest period.

Bid protests must contain a detailed and complete written statement describing the reason(s) for protest. The protest must include the name and/or number of the bid, the name of the firm protesting, and include a name, telephone number, email address and physical address of the protester. If a firm is representing the protester, they shall include their contact information in addition to that of the protesting firm.

Protests must be mailed or hand delivered to the Manager of Purchasing, East Bay Municipal Utility District, 375 Eleventh Street, Oakland, CA 94607 or P.O. Box 24055, Oakland, California 94623. Facsimile and electronic mail protests must be followed by a mailed or hand delivered identical copy of the protest and must arrive within the seven day time limit. Any bid protest filed with any other District office shall be forwarded immediately to the Manager of Purchasing.

The bid protester can appeal the determination to the requesting organization's Department Director. The appeal must be submitted to the Department Director no later than five business days from the date of receipt of the requesting organization's determination on the protest.

Such an appeal must be made in writing and must include all grounds for the appeal and copies of the original protest and the District's response. The bid protester must also send the Purchasing Division a copy of all materials sent to the Department Director.

The Department Director will make a determination of the appeal and respond to the protester by certified mail in a timely manner. If the appeal is denied, the letter will include the date, time, and location of the Board of Directors meeting at which staff will make a recommendation for award and inform the protester it may request to address the Board of Directors at that meeting.

The District may transmit copies of the protest and any attached documentation to all other parties who may be affected by the outcome of the protest. The decision of the District as to the validity of any protest is final. This District's final decision will be transmitted to all affected parties in a timely manner.

E. INVOICING

1. Payment will be made within thirty (30) days following receipt of a correct invoice and upon complete satisfactory receipt of product and/or performance of services.
2. The District shall notify General or Professional Service Provider of any invoice adjustments required.
3. Invoices shall contain, at a minimum, District purchase order number, invoice number, remit to address, and itemized services description.
4. The District will pay General or Professional Service Provider in an amount not to exceed the negotiated amount(s) which will be referenced in the agreement signed by both parties.

IV. RFP RESPONSE SUBMITTAL INSTRUCTIONS AND INFORMATION

A. DISTRICT CONTACTS

All contact during the competitive process is to be through the contact listed on the first page of this RFP. The following persons are to be contacted only for the purposes specified below:

FOR INFORMATION REGARDING TECHNICAL SPECIFICATIONS:

Attn: Cindy Hunt, Water Distribution Superintendent
EBMUD-Water Operations Department
E-Mail: cindy.hunt@ebmud.com
PHONE: (510) 287-1601

FOR INFORMATION ON THE CONTRACT EQUITY PROGRAM:

Attn: Contract Equity Office

PHONE: (510) 287-0114

AFTER AWARD:

Attn: Javier Ramos, Water Distribution Supervisor

EBMUD-Water Operations Department

E-Mail: javier.ramos@ebmud.com

PHONE: (510) 287-1137

B. SUBMITTAL OF RFP RESPONSE

1. Late and/or unsealed responses will not be accepted.
2. RFP responses submitted via electronic transmissions will not be accepted. Electronic transmissions include faxed RFP responses or those sent by electronic mail ("e-mail").
3. RFP responses will be received only at the address shown below, must be SEALED, and must be received at the District Purchasing Division by 4:00 p.m. on the due date specified in the Calendar of Events. Any RFP response received after that time or date, or at a place other than the stated address cannot be considered and will be returned to the Proposer unopened. All RFP responses must be received and time stamped at the stated address by the time designated. The Purchasing Division's timestamp shall be considered the official timepiece for the purpose of establishing the actual receipt of RFP responses.
4. RFP responses are to be addressed/delivered as follows:

Mailed:

Andrew Akelman, Manager of Purchasing
East Bay Municipal Utility District
Sampling Lead in K-12 Schools
EBMUD—Purchasing Division
P.O. Box 24055
Oakland, CA 94623

Hand Delivered or delivered by courier or package delivery service:

Andrew Akelman, Manager of Purchasing-EBMUD
East Bay Municipal Utility District
Sampling Lead in K-12 Schools
EBMUD—Purchasing Division
375 Eleventh Street, First Floor
Oakland, CA 94607

Proposer's name, return address, and the RFP number and title must also appear on the mailing package.

5. Proposers are to submit one (1) original hardcopy RFP response (Exhibit A – RFP Response Packet, including Contract Equity Program forms and all additional documentation stated in the “Required Documentation and Submittals” section of Exhibit A), all with original ink signatures. **Two additional hard copies are to be submitted.**

Proposers **must** also submit an electronic copy of their RFP response, with their hardcopy RFP response Package. The file must be on a USB flash drive and enclosed with the sealed original hardcopy of the RFP response. The electronic copy should be in a single file (PDF) format, and shall be an **exact** scanned image of the original hard copy Exhibit A – RFP Response Packet, Contract Equity Program forms and all additional documentation stated in the “Required Documentation and Submittals” section of Exhibit A.

6. All costs required for the preparation and submission of an RFP response shall be borne by the Proposer.
7. California Government Code Section 4552: In submitting an RFP response to a public purchasing body, the Proposer offers and agrees that if the RFP response is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the Proposer for sale to the purchasing body pursuant to the RFP response. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the Proposer.
8. Proposer expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms “claim” and “knowingly” are defined in the California False Claims Act, Cal. Gov. Code, §12650 et seq.), the District will be entitled to civil remedies set forth in the California False Claim Act.
9. The RFP response shall remain open to acceptance and is irrevocable for a period of one hundred eighty (180) days, unless otherwise specified in the RFP documents.
10. It is understood that the District reserves the right to reject any or all RFP responses.

C. RESPONSE FORMAT

1. **Proposers shall not modify any part of Exhibits A, B, C, D, or E, or qualify their RFP responses. Proposers shall not submit to the District a re-typed or otherwise re-created version of these documents or any other District-provided document.**
2. RFP responses, in whole or in part, are NOT to be marked confidential or proprietary. The District may refuse to consider any RFP response or part thereof so marked. RFP responses submitted in response to this RFP may be subject to public disclosure. The District shall not be liable in any way for disclosure of any such records.



EXHIBIT A

RFP RESPONSE PACKET

RFP No. OMD-2-2017 – Sampling Lead in K-12 Schools

To: The EAST BAY MUNICIPAL UTILITY District (“District”)

From: _____
(Official Name of Proposer)

RFP RESPONSE PACKET GUIDELINES

- **AS DESCRIBED IN SECTION IV- RFP RESPONSE SUBMITTAL INSTRUCTIONS AND INFORMATION, PROPOSERS ARE TO SUBMIT ONE (1) ORIGINAL HARDCOPY RFP RESPONSE WITH ORIGINAL INK SIGNATURES, TWO ADDITIONAL HARD COPIES, AND ONE (1) ELECTRONIC COPY (preferably in PDF format and on a flash drive) CONTAINING THE FOLLOWING, IN THEIR ENTIRETY:**
 - **EXHIBIT A – RFP RESPONSE PACKET**
 - **INCLUDING ALL REQUIRED DOCUMENTATION AS DESCRIBED IN “EXHIBIT A-REQUIRED DOCUMENTATION AND SUBMITTALS”**
- **PROPOSERS THAT DO NOT COMPLY WITH THE REQUIREMENTS, AND/OR SUBMIT AN INCOMPLETE RFP RESPONSE MAY BE SUBJECT TO DISQUALIFICATION AND THEIR RFP RESPONSE REJECTED IN TOTAL.**
- **IF PROPOSERS ARE MAKING ANY CLARIFICATIONS AND/OR AMENDMENTS, OR TAKING EXCEPTION TO ANY PART OF THIS RFP, THESE MUST BE SUBMITTED IN THE EXCEPTIONS, CLARIFICATIONS, AND AMENDMENTS SECTION OF THIS EXHIBIT A – RFP RESPONSE PACKET. THE DISTRICT, AT ITS SOLE DISCRETION, MAY ACCEPT AMENDMENTS/EXCEPTIONS, OR MAY DEEM THEM TO BE UNACCEPTABLE, THEREBY RENDERING THE RFP RESPONSE DISQUALIFIED.**
- **BIDDERS SHALL NOT MODIFY DISTRICT LANGUAGE IN ANY PART OF THIS RFQ OR ITS EXHIBITS, NOR SHALL THEY QUALIFY THEIR RFQ RESPONSE.**



PROPOSER INFORMATION AND ACCEPTANCE

1. The undersigned declares that all RFP documents, including, without limitation, the RFP, Addenda, and Exhibits, have been read and that the terms, conditions, certifications, and requirements are agreed to.
2. The undersigned is authorized to offer, and agrees to furnish, the articles and services specified in accordance with the RFP documents.
3. The undersigned acknowledges acceptance of all addenda related to this RFP. List Addenda for this RFP on the line below:

Addendum #	Date

4. The undersigned hereby certifies to the District that all representations, certifications, and statements made by the Proposer, as set forth in this RFP Response Packet and attachments, are true and correct and are made under penalty of perjury pursuant to the laws of California.
5. The undersigned acknowledges that the Proposer is, and will be, in good standing in the State of California, with all the necessary licenses, permits, certifications, approvals, and authorizations necessary to perform all obligations in connection with this RFP and associated RFP documents.
6. It is the responsibility of each Proposer to be familiar with all of the specifications, terms, and conditions and, if applicable, the site condition. By the submission of an RFP response, the Proposer certifies that if awarded a contract it will make no claim against the District based upon ignorance of conditions or misunderstanding of the specifications.
7. Patent indemnity: General or Professional Service Providers who do business with the District shall hold the District, its Directors, officers, agents, and employees harmless from liability of any nature or kind, including cost and expenses, for infringement or use of any patent, copyright or other proprietary right, secret process, patented or unpatented invention, article, or appliance furnished or used in connection with the contract or purchase order.

8. Insurance certificates are not required at the time of submission. However, by signing Exhibit A – RFP Response Packet, the Proposer agrees to meet the minimum insurance requirements stated in the RFP. This documentation must be provided to the District prior to execution of an agreement by the District, and shall include an insurance certificate which meets the minimum insurance requirements, as stated in the RFP.
9. The undersigned Proposer hereby submits this RFP response and binds itself to the District. The RFP, subsequent Addenda, Proposers Response Packet, and any attachments, shall be used to form the basis of a Contract, which once executed shall take precedence.
10. The undersigned acknowledges **ONE** of the following (please check only one box)*:
- ☐ Proposer is not an SBE and is ineligible for any Proposal preference; **OR**
- ☐ Proposer is an SBE or DVBE as described in the Contract Equity Program (CEP) and Equal Employment Opportunity (EEO) Guidelines, and has completed the CEP and EEO forms at the hyperlink contained in the CEP and EEO section of this Exhibit A.

*If no box is checked it will be assumed that the Proposer is ineligible for Proposal preference and none will be given. For additional information on SBE Proposal preference please refer to the Contract Equity Program and Equal Employment Opportunity Guidelines at the above referenced hyperlink.

Official Name of Proposer (exactly as it appears on Proposer's corporate seal and invoice): _____

Street Address Line 1: _____

Street Address Line 2: _____

City: _____ State: _____ Zip Code: _____

Webpage: _____

Type of Entity / Organizational Structure (check one):

- | | |
|--|--|
| <input type="checkbox"/> Corporation | <input type="checkbox"/> Joint Venture |
| <input type="checkbox"/> Limited Liability Partnership | <input type="checkbox"/> Partnership |
| <input type="checkbox"/> Limited Liability Corporation | <input type="checkbox"/> Non-Profit / Church |
| <input type="checkbox"/> Other: _____ | |

Jurisdiction of Organization Structure: _____

Date of Organization Structure: _____

Federal Tax Identification Number: _____

Department of Industrial Relations (DIR) Registration Number: _____

Primary Contact Information:

Name / Title: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

Street Address Line 1: _____

City: _____ State: _____ Zip Code: _____

SIGNATURE: _____

Name and Title of Signer (printed): _____

Dated this _____ day of _____ 20_____



PROPOSAL FORM

Cost shall be submitted on this Proposal Form as is. The prices quoted shall not include Sales Tax or Use Tax; said tax, wherever applicable, will be paid by the District to the General or Professional Service Provider, if licensed to collect, or otherwise directly to the State.

No alterations or changes of any kind to the Proposal Form(s) are permitted. RFP responses that do not comply may be subject to rejection in total. The cost quoted below shall be the cost the District will pay for the term of any contract that is a result of this RFP process.

Quantities listed herein are annual estimates based on past usage and are not to be construed as a commitment. No minimum or maximum is guaranteed or implied.

No. of trained water samplers: _____ current _____ future

Description	Unit of Measure	Estimated Quantity	Unit Cost	Extended Cost
Sample kit, lab analysis (with 10 day lab TAT), lab report generation, and write-on submittal (OPTIONAL)	per sample	Up to 3000	\$	\$
Initial Sampling (includes sampling plan, sampling, transport and notification/reporting) Provide hourly cost and per school cap	Hour and Per school cap	Up to 600 schools	\$	\$
Repeat/Corrective Action Sampling (includes sampling plan, sampling, transport, and notification/reporting) Provide hourly cost and per sample cap	Hour and per sample cap	Up to 100 samples	\$	\$
Program Administration	Hour	Up to 500	\$	\$
TOTAL COST				\$

TAT = Turnaround Time



REQUIRED DOCUMENTATION AND SUBMITTALS

All of the specific documentation listed below is required to be submitted with the Exhibit A – RFP Response Packet. Proposers shall submit all documentation, in the order listed below, and clearly label each section of the RFP response with the appropriate title (i.e. Table of Contents, Letter of Transmittal, Key Personnel, etc.).

1. **Letter of Transmittal:** RFP response shall include a description of the Proposer’s capabilities and approach in providing its services to the District, and provide a brief synopsis of the highlights of the RFP response and overall benefits to the District. This synopsis should not exceed three (3) pages in length and should be easily understood.
2. **Key Personnel:** RFP response shall include a complete list of all key personnel associated with the RFP. This list must include all key personnel who will provide services to the District and all key personnel who will provide support services. For each person on the list, the following information shall be included:
 - (a) The person’s relationship with the Proposer, including job title and years of employment with the Proposer;
 - (b) The role that the person will play in connection with the RFP;
 - (c) The person’s telephone number, fax number, and e-mail address;
 - (d) The person’s educational background; and
 - (e) The person’s relevant experience, certifications, and/or merits
3. **Description of the Proposed Services:** RFP response shall include a description of the proposed services. The description shall specify how the proposed services will meet or exceed the requirements of the District and shall explain any advantages that this proposed services would have over other possible services. The description shall include any disadvantages or limitations that the District should be aware of in evaluating the RFP response. Finally, the description shall describe all product warranties provided by the Proposer.
 1. **Description of the Proposed Services:** RFP response shall include a description of the terms and conditions of services to be provided during the contract term including response times. The description shall contain a basis of estimate for services including its scheduled start and completion dates, the number of Proposer’s and District personnel involved, and the number of hours scheduled for each person. Submit the number of staff currently trained or available to be trained as samplers, based on either current or planned staffing levels. Finally, the description must: (1) specify how the services in the RFP response will meet or exceed the requirements of the District; (2) explain any special resources or approaches that make the services of the Proposer particularly advantageous to the District; and (3) identify any limitations or restrictions

of the Proposer in providing the services that the District should be aware of in evaluating its RFP response to this RFP.

2. **Implementation Plan and Schedule:** The RFP response shall include an implementation plan and schedule. In addition, the plan shall include a detailed schedule indicating how the Proposer will ensure adherence to the timetables for the services.
3. **Sustainability Statement:** Contractors shall submit a statement regarding any sustainable or environmental initiatives or practices that they or their suppliers engage in. This information can be in relation to the specific products and/or services procured under this RFP, or in relation to the manufacture, delivery, or office practices of your firm which relate to the provision of these products and/or services.
4. **References:**
 - (a) Proposers must use the templates in the “References” section of this Exhibit A – RFP Response Packet to provide references.
 - (b) References should have similar scope, volume, and requirements to those outlined in these specifications, terms, and conditions.
 - Proposers must verify the contact information for all references provided is current and valid.
 - Proposers are strongly encouraged to notify all references that the District may be contacting them to obtain a reference.
 - (c) The District may contact some or all of the references provided in order to determine Proposer’s performance record on work similar to that described in this RFP. The District reserves the right to contact references other than those provided in the RFP response and to use the information gained from them in the evaluation process.
5. **Exceptions, Clarifications, Amendments:**
 - (a) The RFP response shall include a separate section calling out all clarifications, exceptions, and amendments, if any, to the RFP and associated RFP documents, which shall be submitted with the proposer’s RFP response using the template in the “Exceptions, Clarifications, Amendments” section of this Exhibit A – RFP Response Packet.
 - (b) **THE DISTRICT IS UNDER NO OBLIGATION TO ACCEPT ANY EXCEPTIONS, AND SUCH EXCEPTIONS MAY BE A BASIS FOR RFP RESPONSE DISQUALIFICATION.**
6. **Contract Equity Program:**
 - (a) Every proposer must fill out, sign, and submit the appropriate sections of the Contract Equity Program and Equal Employment Opportunity documents located at the hyperlink contained in the last page of this Exhibit A. Special attention should be given to

completing Form P-25, "Employment Data and Certification". Any proposer needing assistance in completing these forms should contact the District's Contract Equity Office at (510) 287-0114 prior to submitting an RFP response.



REFERENCES

RFP For - Sampling Lead in K-12 Schools

Proposer Name: _____

**Proposer must provide a minimum of 3 references.
Proposer's lab must provide a minimum of 3 references**

Company Name:	Contact Person:
Address:	Telephone Number:
City, State, Zip:	E-mail Address:
Services Provided / Date(s) of Service:	

Company Name:	Contact Person:
Address:	Telephone Number:
City, State, Zip:	E-mail Address:
Services Provided / Date(s) of Service:	

Company Name:	Contact Person:
Address:	Telephone Number:
City, State, Zip:	E-mail Address:
Services Provided / Date(s) of Service:	

Company Name:	Contact Person:
Address:	Telephone Number:
City, State, Zip:	E-mail Address:
Services Provided / Date(s) of Service:	

Company Name:	Contact Person:
Address:	Telephone Number:
City, State, Zip:	E-mail Address:
Services Provided / Date(s) of Service:	



EXCEPTIONS, CLARIFICATIONS, AMENDMENTS

RFP For – Sampling Lead in K-12 Schools

Proposer Name: _____

List below requests for clarifications, exceptions, and amendments, if any, to the RFP and associated RFP documents, and submit with your RFP response.

The District is under no obligation to accept any exceptions and such exceptions may be a basis for RFP response disqualification.

Reference to:			Description
Page No.	Section	Item No.	
p. 23	D	1.c.	<i>Proposer takes exception to...</i>

*Print additional pages as necessary



CONTRACT EQUITY PROGRAM & EQUAL EMPLOYMENT OPPORTUNITY

The District's Board of Directors adopted the Contract Equity Program (CEP) to enhance equal opportunities for business owners of all races, ethnicities, and genders who are interested in doing business with the District. The program has contracting objectives, serving as the minimum level of expected contract participation for the three availability groups: white-men owned businesses, white-women owned businesses, and ethnic minority owned businesses. The contracting objectives apply to all contracts that are determined to have subcontracting opportunities, and to all General or Professional Service Providers regardless of their race, gender, or ethnicity.

All Contractors and their subcontractors performing work for the District must be Equal Employment Opportunity (EEO) employers, and shall be bound by all laws prohibiting discrimination in employment. There shall be no discrimination against any person, or group of persons, on account of race, color, religion, creed, national origin, ancestry, gender including gender identity or expression, age, marital or domestic partnership status, mental disability, physical disability (including HIV and AIDS), medical condition (including genetic characteristics or cancer), genetic information, or sexual orientation.

Contractor and its subcontractors shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin in the performance of this contract. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

All Contractors shall include the nondiscrimination provisions above in all subcontracts.

Please include the required completed forms with your proposal. Non-compliance with the Guidelines may deem a proposal non-responsive, and therefore, ineligible for contract award. Your firm is responsible for:

- 1) Reading and understanding the CEP guidelines.
- 2) Filling out and submitting with your bid the appropriate forms.

The CEP guidelines and forms can be found at the following direct link:

[Contract Equity Program Guidelines and Forms](#)

The CEP guidelines and forms can also be downloaded from the District website at the following link:

<http://ebmud.com/business-center/contract-equity-program/>

If you have questions regarding the Contract Equity Program please call (510) 287-0114.



EXHIBIT B

INSURANCE REQUIREMENTS

Insurance certificates are not required at the time of submission; however, by signing Exhibit A – RFP Response Packet, the Proposer agrees to meet the minimum insurance requirements stated in the RFP. This documentation must be provided to the District, prior to award.

The following are the minimum insurance limits, required by the District, to be held by the GENERAL OR PROFESSIONAL SERVICE PROVIDER performing on this RFP:

INDEMNIFICATION AND INSURANCE

A. Indemnification

GENERAL OR PROFESSIONAL SERVICE PROVIDER expressly agrees to defend, indemnify, and hold harmless the District and its Directors, officers, agents, and employees from and against any and all loss, liability, expense, claims, suits, and damages, including attorneys' fees, arising out of or resulting from GENERAL OR PROFESSIONAL SERVICE PROVIDER's, its associates', employees', subcontractors', or other agents' negligent acts, errors or omissions, or willful misconduct, in the operation and/or performance under this Agreement.

B. Insurance Requirements

GENERAL OR PROFESSIONAL SERVICE PROVIDER shall take out and maintain during the life of the Agreement all the insurance required in this section, and if requested shall submit certificates for review and approval by the District. The Notice to Proceed shall not be issued, and GENERAL OR PROFESSIONAL SERVICE PROVIDER shall not commence work until such insurance has been approved by the District. The certificates shall be on forms approved by the District. Acceptance of the certificates shall not relieve GENERAL OR PROFESSIONAL SERVICE PROVIDER of any of the insurance requirements, nor decrease the liability of GENERAL OR PROFESSIONAL SERVICE PROVIDER. The District reserves the right to require GENERAL OR PROFESSIONAL SERVICE PROVIDER to provide insurance policies for review by the District.

C. Workers Compensation Insurance

GENERAL OR PROFESSIONAL SERVICE PROVIDER shall take out and maintain during the life of the Agreement Workers Compensation Insurance for all of its employees on the project. In lieu of evidence of Workers Compensation Insurance, the District will accept a Self-Insured Certificate from the State of California. GENERAL OR PROFESSIONAL SERVICE PROVIDER shall require any subcontractor to provide it with evidence of Workers Compensation Insurance.

D. Commercial General Liability Insurance

GENERAL OR PROFESSIONAL SERVICE PROVIDER shall take out and maintain during the life of the Agreement Automobile and General and Professional Liability Insurance that provides protection from claims which may arise from operations or performance under this Agreement. If GENERAL OR PROFESSIONAL SERVICE PROVIDER elects to self-insure (self-fund) any liability exposure during the contract period above \$50,000, GENERAL OR PROFESSIONAL SERVICE PROVIDER is required to notify the District immediately. Any request to self-insure must first be approved by the District before the changed terms are accepted. GENERAL OR PROFESSIONAL SERVICE PROVIDER shall require any subcontractor or Professional Service Provider to provide evidence of liability insurance coverages.

The amounts of insurance shall be not less than the following:

\$2,000,000/Occurrence, Bodily Injury, Property Damage -- Automobile.

\$2,000,000/Occurrence, Bodily Injury, Property Damage -- General Liability.

\$2,000,000/Occurrence, Bodily Injury, Property Damage -- Professional Liability.

A three year tail is required if coverage on a claims-made basis.

The following coverages or endorsements must be included in the policy(ies):

1. The District, its Directors, officers, and employees are Additional Insureds in the policy(ies) as to the work being performed under the contract.
2. The coverage is *Primary and non-contributory* to any other applicable insurance carried by the District.
3. The policy(ies) covers *contractual liability*.
4. The policy(ies) is written on an *occurrence* basis.
5. The policy(ies) covers the District's Property in Consultant's care, custody, and control.
6. The policy(ies) covers *personal injury* (libel, slander, and wrongful entry and eviction) liability.
7. The policy(ies) covers explosion, collapse, and underground hazards.
8. The policy(ies) covers *products and completed operations*.
9. The policy(ies) covers the use of *owned, non-owned*, and hired automobiles.
10. The policy(ies) and/or a separate pollution liability policy(ies) shall cover pollution liability for claims related to the release or the threatened release of pollutants into the environment arising out of or resulting from Consultant's performance under this agreement.
11. The policy(ies) will not be canceled nor the above coverages/endorsements reduced without 30 days written notice to East Bay Municipal Utility District at the address above.

The policy(ies) will not be canceled nor the above coverages/endorsements reduced without 30 days written notice to East Bay Municipal Utility District at the address above.

GENERAL REQUIREMENTS

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29. CONFIDENTIALITY

1. DEFINITIONS

The following terms shall be given the meaning shown, unless context requires otherwise or a unique meaning is otherwise specified.

- a. **"Change Order"** A Change Order is a written instrument used for modifying the contract with regards to the scope of Work, contract sum, and/or Contract Time. An approved Change Order is a Change Order signed by the District. An executed Change Order is a Change Order signed by both the District and the Contractor.

- b. **“Contract”** means the agreement between the District and Contractor as memorialized in the Contract Documents.
- c. **“Business Entity”** means any individual, business, partnership, joint venture, corporation, sole proprietorship, or other private legal entity recognized by statute.
- d. **“Buyer”** means the District’s authorized contracting official.
- e. **“Contract Documents”** comprise the entire agreement between the District and the Contractor and can include the District’s contract form if used, any purchase order, RFP, RFQ or Contractor response packet, and any addenda, appendices and District approved changes or amendments. The Contract Documents are intended to be complementary and include all items necessary for the Contractor’s proper execution and completion of the Work. Any part of the Work not shown or mentioned in the Contract Documents that is reasonably implied, or is necessary or usual for proper performance of the Work, shall be provided by the Contractor at its expense.
- f. **“Contractor”** means the Business Entity with whom the District enters into a contractual agreement. Contractor shall be synonymous with “supplier”, “vendor”, “consultant” or other similar term.
- g. **“Day”** unless otherwise specified, days are calendar days, measured from midnight to the next midnight.
- h. **“District”** means the East Bay Municipal Utility District, its employees acting within the scope of their authority, and its authorized representatives.
- i. **“Goods”** means off the shelf software and all types of tangible personal property, including but not limited to materials, supplies, and equipment.
- j. **“Project Manager”** shall be the District designated individual responsible for administering and interpreting the terms and conditions of the Contract Documents, for matters relating to the Contractor’s performance under the Contract with the District, and for liaison and coordination between the District and Contractor.
- k. **“Work”** means all labor, tasks, materials, supplies, and equipment required to properly fulfill the Contractor’s obligations as required in the Contract Documents.
- l. **“Work Day”** Unless otherwise specified, work day includes all days of the year except Saturdays, Sundays and District holidays.

2. BOND

- a. When required in the District’s bid or proposal solicitation documents, the Contractor to whom award is made shall furnish a good and approved faithful performance bond and/or payment bond within ten business days after receiving the forms for execution.
- b. The bonds shall be executed by a sufficient, admitted surety insurer (i.e.: as listed on website [http://interactive.web.insurance.ca.gov/webuser/idb_co_list\\$.startup](http://interactive.web.insurance.ca.gov/webuser/idb_co_list$.startup)) admitted to transact such business in California by the California Department of Insurance. After acceptance of the bond(s) by the District, a copy of the bond(s) will be

returned to the Contractor.

- c. If, during the continuance of the Contract, any of the sureties, in the opinion of the District, are or become irresponsible, the District may require other or additional sureties, which the Contractor shall furnish to the satisfaction of the District within ten days after notice. If the Contractor fails to provide satisfactory sureties within the ten-day period, the Contract may be terminated for cause under Article 18.

3. CONTRACTOR'S FINANCIAL OBLIGATION

The Contractor shall promptly make payments to all persons supplying labor and materials used in the execution of the contract.

4. SAMPLES OR SPECIMENS

The Contractor shall submit samples or prepare test specimens of such materials to be furnished or used in the work as the Project Manager may require.

5. MATERIAL AND WORKMANSHIP

- a. All goods and materials must be new and of the specified quality and equal to approved sample, if samples have been required. In the event any goods or materials furnished or services provided by the Contractor in the performance of the Contract fail to conform to the requirements, or to the sample submitted by the Contractor, the District may reject the same, and it shall become the duty of the Contractor to reclaim and remove the item promptly or to correct the performance of services, without expense to the District, and immediately replace all such rejected items with others conforming to the Contract. All work shall be done and completed in a thorough, workmanlike manner, notwithstanding any omission from these specifications or the drawings, and it shall be the duty of the Contractor to call attention to apparent errors or omissions and request instructions before proceeding with the work. The Project Manager may, by appropriate instructions, correct errors and supply omissions, which instructions shall be binding upon the Contractor as though contained in the original Contract Documents.
- b. All materials furnished and all Work must be satisfactory to the Project Manager. Work, material, or machinery not in accordance with the Contract Documents, in the opinion of the Project Manager, shall be made to conform.

6. DEFECTIVE WORK

The Contractor shall replace at its own expense any part of the work that has been improperly executed, as determined by the Project Manager. If Contractor refuses or neglects to replace such defective work, it may be replaced by the District at the expense of the Contractor, and its sureties shall be liable therefor.

7. WARRANTY OF TITLE

Contractor shall warrant to the District, its successors and assigns, that the title to the materials, supplies or equipment covered by the Contract, when delivered to the District or to its successors or assigns, is free from all liens and encumbrances.

8. WARRANTY OF FITNESS

Contractor hereby warrants that all materials furnished shall meet the requirements and conditions of the Contract Documents; shall be fit for the purposes intended and fulfill its design functions; be free of all patent and latent defects in design, materials and workmanship; and perform satisfactorily. It is understood and agreed that by acceptance of this warranty and the acceptance of the materials or supplies to be manufactured or assembled pursuant to these specifications, the District does not waive any warranty either expressed or implied in Sections 2312 to 2317, inclusive, of the Commercial Code of the State of California or any products liability of the Contractor as determined by any applicable decision of a court of the State of California or of the United States.

9. SAFETY AND ACCIDENT PREVENTION

In performing work under the Contract on District premises, Contractor shall conform to any specific safety requirements contained in the Contract or as required by law or regulation. Contractor shall take any additional precautions as the District may reasonably require for safety and accident prevention purposes. Any violation of such rules and requirements, unless promptly corrected, shall be grounds for termination of this Contract or Contractor's right to precede in accordance with the default provisions of the Contract Documents.

10. CHARACTER OF WORKFORCE

The Contractor shall employ none but skilled competent qualified personnel to perform the Work, and shall maintain discipline and order in the conduct of the Work at all times.

11. PREVAILING WAGES & DIR REGISTRATION

- a. Please see www.dir.ca.gov for further information regarding the below.
- b. All Contractors and Subcontractors of any tier bidding on, or offering to performing work on a public works project shall first be registered with the State Department of Industrial Relations (DIR) pursuant to Section 1725.5 of the Labor Code. No bid will be accepted nor any contract entered into without proof of the Contractor and Subcontractors' current registration with the DIR (LC § 1771.1).
- c. All public works projects awarded after January 1, 2015, are subject to compliance monitoring and enforcement by the DIR (LC § 1771.4) and all Contractors are required post job site notices, "as prescribed by regulation" (LC § 1771.4).
- d. To the extent applicable, pursuant to Section 1773 of the Labor Code, the District has obtained from the Director of Industrial Relations of the State of California, the general prevailing rates of per diem wages and the general prevailing rates for holiday and overtime work in the locality in which the Work is to be performed, for each craft, classification, or type of worker needed to execute the contract. Pursuant to Section 1773.2 of the Labor Code, a copy of the prevailing wage rates is on file with the District and available for inspection by any interested party at www.dir.ca.gov.
- e. The holidays upon which such rates shall be paid shall be all holidays recognized in the collective bargaining agreement applicable to the particular craft, classification, or type

of worker employed on the Work.

- f. The Contractor shall post a copy of the general prevailing rate of per diem wages at the jobsite pursuant to Section 1773.2 of the Labor Code.
- g. Pursuant to Section 1774 of the Labor Code, the Contractor and any of its Subcontractors shall not pay less than the specified prevailing rate of wages to all workers employed in the execution of the contract.
- h. As set forth with more specificity in Section 1773.1 of the Labor Code, "per diem" wages include employer payments for health and welfare, pension, vacation, travel, subsistence and, in certain instances, apprenticeship or other training programs, and shall be paid at the rate and in the amount spelled out in the pertinent prevailing wage determinations issued by the Director of Industrial Relations.
- i. The Contractor shall, as a penalty to the State or the District, forfeit not more than the maximum set forth in Section 1775 of the Labor Code for each calendar day, or portion thereof, for each worker paid less than the prevailing rates for the work or craft in which the worker is employed under the contract by the Contractor or by any Subcontractor under him. The difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which such worker was paid less than the stipulated prevailing wage rate shall be paid to such worker by the Contractor.
- j. The specified wage rates are minimum rates only and the District will not consider and shall not be liable for any claims for additional compensation made by the Contractor because of its payment of any wage rate in excess of the general prevailing rates. All disputes in regard to the payment of wages in excess of those specified herein shall be adjusted by the Contractor at its own expense.
- k. General prevailing wage determinations have expiration dates with either a single asterisk or a double asterisk. Pursuant to California Code of Regulations, Title 8, Section 16204, the single asterisk means that the general prevailing wage determination shall be in effect for the specified contract duration. The double asterisk means that the predetermined wage modification shall be paid after the expiration date. No adjustment in the Contract Sum will be made for the Contractor's payment of these predetermined wage modifications.

12. PAYROLL RECORDS & ELECTRONIC SUBMISSION

- a. The Contractor and each Subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed in connection with the Work. The payroll records shall be certified and shall be available for inspection in accordance with the provisions of Section 1776 of the Labor Code. Certified payroll records shall be on the forms provided by the DIR or contain the same information required on the Department's form.

- b. The Contractor shall submit for each week in which any contract Work is performed a copy of all payroll records to the Engineer. The Contractor shall be responsible for submission of copies of payroll records of all Subcontractors.
- c. The Contractor or Subcontractor shall certify the payroll records as shown on the DIR form. In addition, the records shall be accompanied by a statement signed by the Contractor or Subcontractor certifying that the classifications truly reflect the Work performed and that the wage rates are not less than those required to be paid.
- d. For public works projects awarded on or after April 1, 2015, or that are still ongoing after April 1, 2016, no matter when awarded, each Contractor and Subcontractor shall furnish the certified payroll related records as more specifically described above and in Labor Code section 1776 directly to the Labor Commissioner (see LC § 1771.4). These records shall be provided to the Labor Commissioner at least monthly or more frequently if required by the terms of the Contract. For exception on projects covered by collective bargaining agreements like a PLA, please see Labor Code section 1771.4.
- e. In the event of noncompliance with the requirements of Section 1776 of the Labor Code, the Contractor shall have 10 days in which to comply subsequent to receipt of written notice specifying in what respects such Contractor must comply with said Section. Should noncompliance still be evident after such 10-day period, the Contractor shall, as a penalty to the State or the District, forfeit the amount set forth in Section 1776 of the Labor Code for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from progress payments then due.
- f. The Contractor and every Subcontractor shall post at the workplace and comply with all required wage related workplace postings. Copies of the required postings may be downloaded or ordered electronically from the Department of Industrial Relations website at <http://www.dir.ca.gov/wpnodeb.html>.

13. HOURS OF LABOR

Pursuant to the provisions of Sections 1810, et seq. of the Labor Code and any amendments thereof:

- a. Eight hours of labor constitutes a legal day's Work under the contract.
- b. The time of service of any worker employed upon the work shall be limited and restricted to eight hours during any one calendar day, and forty hours during any one calendar week except as provided in Article 13.iv below.
- c. The Contractor shall, as a penalty to the State or the District, forfeit the amount set forth in Section 1813 of the Labor Code for each worker employed in the execution of the contract by the Contractor or by any Subcontractor for each calendar day during which such worker is required or permitted to work more than eight hours in any calendar day and forty hours in any one calendar week in violation of this Article and the provisions of Labor Code, Sections 1810, et seq.
- d. Work performed by employees of the Contractor in excess of eight hours per day, and forty hours during any one calendar week, shall be permitted upon compensation for all

hours worked in excess of eight hours per day at not less than one and one-half times the basic rate of pay.

- e. The Contractor and every Subcontractor shall keep an accurate record showing the name of and the actual hours worked each calendar day and each calendar week by each worker employed by him in connection with the Work; the record shall be kept open at all reasonable hours to the inspection of the District and to the Division of Labor Standards Enforcement of the State of California.

14. EMPLOYMENT OF APPRENTICES

- a. In the performance of the contract, the Contractor and any Subcontractor shall comply with the provisions concerning the employment of apprentices in Section 1777.5 of the Labor Code and any amendments thereof.
- b. In the event the Contractor or any Subcontractor willfully fails to comply with the aforesaid section, such Contractor or Subcontractor shall be subject to the penalties for noncompliance in Labor Code, Section 1777.7.

15. CHANGES

- a. Changes in the Work can only be made in writing signed by an authorized employee of the District. If the change causes an increase or decrease in the contract sum, or a change in the time for performance under the Contract, an adjustment may be made as determined by the Project Manager.
- b. The District reserves the right to make changes in the design of materials, equipment, or machinery, to make alterations or additions to or deviations or subtractions from the Contract and any specifications and drawings, to increase or decrease the required quantity of any item or portion of the Work or to omit any item or portion of the Work, as may be deemed by the Project Manager to be necessary or advisable and to order such extra work as may be determined by the Project Manager to be required for the proper execution and completion of the whole Work contemplated. Any such changes will be ordered in writing by the Project Manager. The determination of the Project Manager on all questions relating to changes, including extra work, shall be conclusive and binding.
- c. Prior to issuing an amendment or change to the Contract, the Project Manager may request that the Contractor submit a proposal covering the changes. Within 10 business days of receiving the request, the Contractor shall submit its proposal to the Project Manager of all costs associated with the proposed amendment or change and any request for an extension of Contract time. Contractor's proposal shall include detailed estimates with cost breakdowns, including labor, material, equipment, overhead, and profit. Labor shall be broken down into hours and rate per hour. If applicable, the proposal shall include a breakdown for off-site labor (including factory labor, engineering, etc.). The Contractor's proposal shall include an analysis of schedule impact when the Contractor is requesting an adjustment in contract time. The Contractor shall be responsible for any delay associated with its failure to submit its change proposal within the time specified. If the Project Manager decides not to issue an amendment or change after requesting a proposal from the Contractor, the Contractor will be notified in writing. The Contractor is not entitled to reimbursement for Change Order

preparation costs if the Contractor's proposal is not accepted by the Project Manager.

- d. If the Contractor agrees with the terms and conditions of the approved Change Order, the Contractor shall indicate its acceptance by signing the original copy and returning it to the Project Manager within 10 Work Days after receipt or with reasonable promptness and in such sequence as to not delay the Work or activities of the District or of separate contractors, whichever is sooner. If notice of any change is required to be given to a surety by the provisions of any bond, the Contractor shall provide notice and the amount of each applicable bond shall be adjusted separately. Payment in accordance with the terms and conditions set forth in the executed Change Order shall constitute full compensation for all Work included in the Change Order and the District will be released from any and all claims for direct, indirect, and impact expenses and additional time impact resulting from the Work. If the Contractor disagrees with the terms and conditions of the approved Change Order, the Contractor shall indicate specific areas of disagreement and return the approved Change Order to the Project Manager with a detailed written dispute. No payment will be made on the disputed work until the approved Change Order is returned to the Project Manager. However, whether or not the Contractor agrees with the terms and conditions of an approved Change Order, the Contractor shall immediately revise its sequence of operations as required to facilitate timely completion of the changed work and shall proceed with the revised work sequence.
- e. The Project Manager may, after having received a written cost quotation from the Contractor, order the Contractor, in writing, to proceed with the work prior to issuance of an approved Change Order through a change directive. The change directive will authorize the Contractor to proceed with the work subject to the cost quotation submitted by the Contractor. Within five days following receipt of the change directive, the Contractor shall submit a detailed change proposal documenting the amount of compensation. The Project Manager will review the change proposal and, at its option, will either issue an approved Change Order for the work or direct the Contractor to perform the work through Force Account. Until the method of compensation is determined and the approved Change Order is received, the Contractor shall keep full and complete time and material records of the cost of the ordered work and shall permit the Project Manager to have access to such records. An approved Change Order shall supersede any previously issued written change directive covering the same Work.

16. EFFECT OF EXTENSIONS OF TIME

The granting, or acceptance, of extensions of time to complete the Work or furnish the labor, supplies, materials or equipment, or any one of the aforementioned, will not operate as a release of Contractor or the surety on Contractor's faithful performance bond.

17. DELAYS

- a. The Contractor shall take reasonable precautions to foresee and prevent delays to the Work. When the Contractor foresees a delay event, and upon the occurrence of a delay event, the Contractor shall immediately notify the Project Manager of the probability or the actual occurrence of a delay, and its cause. With respect to all delays (compensable, excusable or inexcusable), the Contractor shall reschedule the Work and revise its operations, to the extent possible, to mitigate the effects of the delay. Within 15 days from the beginning of a delay the Contractor shall provide the Project Manager with a

detailed written description of the delay, its cause, its impact and the Contractor's mitigation plans. Failure to provide the notification required above waives the Contractor's right to any additional time or compensation resulting from the delay for whatever cause. The Project Manager will investigate the facts and ascertain the extent of the delay, and the Project Manager's findings thereon shall be final and conclusive, except in the case of gross error. An extension of time must be approved by the Project Manager to be effective, but an extension of time, whether with or without consent of the sureties, shall not release the sureties from their obligations, which shall remain in full force until the discharge of the contract.

- b. For inexcusable delays (delays caused by circumstances within the Contractor's control, the control of its subcontractors or supplies of any tier, or within the scope of the Contractor's contract responsibilities) the Contractor shall not be entitled to an extension of time or additional compensation for any loss, cost, damage, expense or liability resulting directly or indirectly from the inexcusable delay.
- c. For excusable delays (delays to completion of the Work within the time limits set forth in the Contract Documents directly caused by events beyond the control of both the Contractor and the District, which delay is not concurrent with an inexcusable delay and which could not have been avoided by the Contractor through reasonable mitigation measures).
- d. For compensable delays (delays to completion of the Work within the time limits set forth in the Contract Documents that could not be avoided by Contractor mitigation, caused directly and solely by the District or by causes within the exclusive control of the District, and which were not concurrent with any other type of delay) the Project Manager will grant the Contractor an extension of the time to perform under the Contract and compensation in an amount that represents the Contractor's actual direct costs incurred as a direct result of the compensable delay. The Contractor may recover its direct costs only and may not recover (and waives) all other types of indirect, consequential, special and incidental damages.
- e. For concurrent delays (two or more independent causes of delay directly preventing the Contractor from completing the Work within the time limits set forth in the Contract Documents where the delays occur at the same time during all or a portion of the delay period being considered, and where each of the delays would have caused delay to the Contractor even in the absence of any of the other delays, and none of the delays could have been avoided by Contractor mitigations) the following rules apply:
 - i. One or more of the concurrent delays are excusable or compensable, then the period of concurrent delay will be treated as an excusable delay; and
 - ii. All of the concurrent delays are inexcusable, then the period of concurrent delay will be inexcusable.

18. TERMINATION

- a. Termination by the District for Cause:

- i. District may terminate the Contractor's right to proceed under the Contract, in whole or in part, for cause at any time after the occurrence of any of the following events, each of which constitutes a default:
 - 1. The Contractor becomes insolvent or files for relief under the bankruptcy laws of the United States.
 - 2. The Contractor makes a general assignment for the benefit of its creditors or fails to pay its debts as the same become due.
 - 3. A receiver is appointed to take charge of the Contractor's property.
 - 4. The Contractor fails to supply skilled supervisory personnel, an adequate number of properly skilled workers, proper materials, or necessary equipment to prosecute the Work in accordance with the Contract Documents.
 - 5. The Contractor fails to make progress so as to endanger performance of the Work within the contractually required time.
 - 6. The Contractor disregards legal requirements of agencies having jurisdiction over the Work, the Contractor, or the District.
 - 7. The Contractor fails to provide the District with a written plan to cure a District identified default within five business days after the District's request for a plan to cure; the District does not accept the Contractor's plan for curing its default; or the Contractor does not fully carry out an accepted plan to cure.
 - 8. The Contractor abandons the Work. Abandonment is conclusively presumed when the District requests a written plan to cure a default and the Contractor does not submit the plan within five business days of the District's request.
 - 9. The Contractor materially fails to meet its obligations in accordance with the Contract Documents.
 - 10. The Contractor is in default of any other material obligation under the Contract Documents.
- ii. If any of the above events occur, the District may, in its discretion, require that the Contractor submit a written plan to cure its default, which plan must be provided to the District within 5 business days of the request and must include a realistic, executable plan for curing the noted defaults.

- iii. Upon any of the occurrences referred to in Article 18.a.i. above, the District may, at its election and by notice to the Contractor, terminate the Contract in whole or in part; accept the assignment of any or all of the subcontracts; and then complete the Work by any method the District may deem expedient. If requested by the District, the Contractor shall remove any part or all of the Contractor's materials, supplies, equipment, tools, and machinery from the site of the Work within seven days of such request; and, if the Contractor fails to do so, the District may remove or store, and after 90 days sell, any of the same at the Contractor's expense.
- iv. No termination or action taken by the District after termination shall prejudice any other rights or remedies of the District provided by law or by the Contract Documents.
- v. Conversion: If, after termination for other than convenience, it is determined that the Contractor was not in default or material breach, or that the default or material breach was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for convenience pursuant to Article 18.b. below.

b. Termination by the District for Convenience:

- i. The District may, at its option, and for its convenience, terminate the Contract at any time by giving written notice to the Contractor specifying the effective date of termination. Upon such termination, the Contractor agrees to comply with the notice and further agrees to waive any claims for damages, including loss of anticipated profits, on account of the termination; and, as the sole right and remedy of the Contractor, the District shall pay the Contractor as set forth below.
- ii. Upon receipt of a notice of termination for convenience, the Contractor shall, unless the notice directs otherwise, do the following:
 - 1. Immediately discontinue its performance of the Contract to the extent specified in the notice.
 - 2. Place no further orders or subcontracts for materials, equipment, services, or facilities, except as may be necessary for completion of a portion of the Work that is not discontinued or that is necessary for an orderly cessation of the Work.
 - 3. Promptly cancel, on the most favorable terms reasonably possible, all subcontracts to the extent they relate to the performance of the discontinued portion of the Work.
 - 4. Thereafter, do only such Work as may be necessary to preserve and protect Work already in progress and to protect materials,

plants, and equipment in transit to or on the site of performance.

- iii. Upon such termination for convenience, the District will pay to the Contractor the sum of the following:
 - 1. The amount of the contract sum allocable to the portion of the Work properly performed by the Contractor as of the effective date of termination, less sums previously paid to the Contractor.
 - 2. Previously unpaid costs of any items delivered to the project site that were already fabricated for subsequent incorporation into the Work.
 - 3. Any proven losses with respect to materials and equipment directly resulting from the termination.
 - 4. Reasonable demobilization costs.
- iv. The above reimbursement is the sole and exclusive remedy to which the Contractor is entitled in the event the contract is terminated for convenience; and the Contractor expressly waives any other claims, damages, demands, compensation or recovery related to this contract or project. The Contractor agrees to sign a general release incorporating this waiver.
- c. Effect of Termination: Upon termination, the obligations of the Contract shall continue as to portions of the Work already performed and, subject to the Contractor's obligations under Article 18.b.ii, as to bona fide obligations assumed by the Contractor prior to the date of termination.
- d. Force Majeure: If the contract is suspended or terminated by the District because Contractor's performance is prevented or delayed by an event including an irresistible, superhuman cause, or by the act of public enemies of the State of California or of the United States ("Force Majeure"), the Contractor will be paid for Work performed prior to the Force Majeure event at either (i) the unit prices named in the Contract; or (ii) in the event no unit prices are named, a sum equal to the percentage of the total contract amount that matches the percentage of the total contract Work performed prior to the Force Majeure event.

19. DAMAGES

All losses or damages to material or equipment to be furnished pursuant to the Contract Documents occurring prior to receipt and final acceptance of the Work shall be sustained by the Contractor. The Contractor shall sustain all losses arising from unforeseen obstructions or difficulties, either natural or artificial, encountered in the prosecution of the Work, or from any action of the elements prior to final acceptance of the work, or from an act or omission on the part of the Contractor not authorized by the Contract Documents.

20. ORDER OF PRECEDENCE

- a. In the case of conflicts, errors, or discrepancies in any of the Contract Documents, the order of precedence is as follows. Within the same order of precedence, specific requirements shall take precedence over general requirements.
 - i. Approved Change Orders.
 - ii. Addenda.
 - iii. RFQ or RFP.
 - iv. Referenced Standard Specifications and Drawings.
 - v. Contractor's Response Packet
- b. With reference to drawings:
 - i. Numerical dimensions govern over scaled dimensions.
 - ii. Detailed drawings govern over general drawings.
 - iii. Addenda/Change Order drawings govern over contract drawings.
 - iv. Contract drawings govern over standard drawings.
 - v. Notes apply only to the drawing where the notes appear, unless classified as "typical" or intended to apply elsewhere in which case they apply to all drawings where the conditions or circumstance noted occurs.
 - vi. Typical details apply to all drawings unless a specific different detail is shown

21. INDEMNIFICATION/RESPONSIBILITY

- a. Contractor shall indemnify, keep and save harmless the District and each of its directors, officers, agents and employees against any and all suits, claims or actions arising out of any of the following:
 - i. Any injury to persons or property that may occur, or that may be alleged to have occurred, arising from the performance or implementation of this Contract; or
 - ii. Any allegation that materials or services developed, provided or used for this Contract infringe or violate any copyright, trademark, patent, trade secret, or any other intellectual-property or proprietary right of any third party.
- b. Contractor further agrees to defend any and all such actions, suits or claims and pay all charges of attorneys and all other costs and expenses of defenses as they are incurred. If any judgment is rendered, or settlement reached, against the District or any of the other agencies or individuals enumerated above in any such action, Contractor shall, at its expense, satisfy and discharge the same.

c. This indemnification shall survive termination or expiration of the Contract.

22. PROHIBITION OF ASSIGNMENT

The Contractor shall not assign, transfer, or otherwise dispose of any of its rights, duties or obligations under this Contract.

23. NEWS RELEASES

The Contractor, its employees, subcontractors, and agents shall not refer to the District, or use any logos, images, or photographs of the District for any commercial purpose, including, but not limited to, advertising, promotion, or public relations, without the District's prior written consent. Such written consent shall not be required for the inclusion of the District's name on a customer list.

24. TRANSFER OF INTEREST

Contractor shall not assign, transfer or otherwise substitute its interest in the Contract or any of the contract obligations without prior written consent from the District.

25. SEVERABILITY

Should any part of the Contract be declared by a final decision by a court or tribunal of competent jurisdiction to be unconstitutional, invalid or beyond the authority of either party to enter into or carry out, such decision shall not affect the validity of the remainder of the Contract, which shall continue in full force and effect, provided that the remainder of the Contract can be interpreted to give effect to the intentions of the parties.

26. COVENANT AGAINST GRATUITIES

The Contractor warrants that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Contractor, or any agent or representative of the Contractor, to any officer or employee of the District with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, the District shall have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by the District in procuring on the open market any items which Contractor agreed to supply shall be borne and paid for by the Contractor. The rights and remedies of the District provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or in equity.

27. RIGHTS AND REMEDIES OF THE DISTRICT

The rights and remedies of the District provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

28. WAIVER OF RIGHTS

Any action or inaction by the District or the failure of the District on any occasion, to enforce any right or provision of the Contract, shall not be construed to be a waiver by the District of its rights and shall not prevent the District from enforcing such provision or right on any future

occasion. Rights and remedies are cumulative and are in addition to any other rights or remedies that the District may have at law or in equity.

29. CONFIDENTIALITY

Contractor agrees to maintain in confidence and not disclose to any person or entity, without the District's prior written consent, any trade secret or confidential information, knowledge or data relating to the products, process, or operation of the District. Contractor further agrees to maintain in confidence and not to disclose to any person or entity, any data, information, technology, or material developed or obtained by Contractor during the term of the Contract. The covenants contained in this paragraph shall survive the termination of this Contract for whatever cause.

STATE OF CALIFORNIA
AMENDMENT TO THE
DOMESTIC WATER SUPPLY PERMIT ISSUED TO

East Bay Municipal Utilities District
(Public Water System No. CA0110005)

By The

State Water Resources Control Board

Division of Drinking Water



PERMIT AMENDMENT NO. 2016PA-SCHOOLS

EFFECTIVE DATE: December 20, 2016

WHEREAS:

1. The State Water Resources Control Board (SWRCB) "may renew, reissue, revise, or amend any domestic water supply permit whenever the ... [SWRCB] deems it to be necessary for the protection of public health whether or not an application has been filed." (California Health and Safety Code (CHSC), Section 116525 (c))
2. "Every resident of California has the right to pure and safe drinking water." (CHSC, Section 116270 (a))
3. "It is the policy of the state to reduce to the lowest level feasible all concentrations of toxic chemicals that, when present in drinking water, may cause cancer, birth defects, and other chronic diseases." (CHSC, Section 116270 (d))
4. The Safe Drinking Water Act is "intended to ensure that the water delivered by public water systems of this state shall at all times be pure, wholesome, and potable." (CHSC, Section 116270 (e))

And WHEREAS:

1. Protecting children from exposure to lead is important to lifelong good health. Children who are exposed to lead could experience long-term problems with physical and mental growth and development. Effects of lead exposure can be managed, but they cannot be remedied.
2. Recent events in the United States have shown that lead in drinking water remains an ongoing public health challenge and important concern for children's health. The SWRCB is encouraging schools that serve one or more of grades Kindergarten through 12th grade to test for lead in water from taps regularly used for drinking or cooking. The school can request assistance from their public water system.
3. Lead exposure in children typically results from a combination of environmental and man-made lead from sources such as paint, air, soil, industry, consumer products, food, and drinking water.

Normally, the exposure from drinking water would be a very low component of this exposure. Children consume drinking water at home, at school and at various other locations. High levels of lead in drinking water are a concern at any of these locations. Lead in drinking water is typically found at the highest levels on "first draw" samples after the water has stagnated in the water pipes for several hours (such as overnight). If the lead levels are found to be below the action level after stagnation, that is a strong indication that there is an insignificant exposure to lead at that particular sampling location. Individual plumbing fixtures can contribute to high levels in these "first draw" samples.

4. In California, the SWRCB oversees public water systems to ensure the water they provide is tested and safe per the requirements of the State and Federal Safe Drinking Water Acts, and regulations adopted pursuant to those Acts, which includes the Lead and Copper Rule (LCR), a regulation adopted by the United States Environmental Protection Agency (USEPA) and the SWRCB to control lead and copper in drinking water.

Under the LCR, public water systems are required to test water for lead at a set number of service connections (depending on the number of customers served by the system) that are at a higher risk for lead in the tap water due to their plumbing characteristics. Water suppliers are not required to test every customer's tap. Schools that are served by community water systems are generally not included in the LCR testing; only residential connections are included.

5. If any school that is a customer of the water system submits a written request for assistance from the superintendent or designee of a school, governing board or designee of a charter school, or administrator or designee of a private school, to the water system, the water system is required by this permit amendment to meet with the school staff, develop a lead sampling plan, collect up to five samples from regularly used faucets at the school, submit the samples to a laboratory certified by the SWRCB's Environmental Laboratory Accreditation Program (ELAP) to analyze lead, and require the laboratory to submit the results to the SWRCB electronically and to provide a copy to the requesting school.

Within 10 business days of receipt of a laboratory result that shows an exceedance of 15 parts per billion (ppb) at a sample site, the water system shall resample at that sample site. If the resample shows a result less than or equal to 15 ppb, the water system shall then collect a second repeat sample within 10 business days of the first resample.

The water system shall collect at least one additional lead sample at each sample site where the school has completed some corrective action following an initial lead sample greater than 15 ppb. If the additional lead sample collected after completing some corrective action is at or below 15 ppb, the water system may discontinue lead sampling at the sample site. (Examples of corrective action are replacing interior piping, replacing faucet, installing filters, etc.) The water system is responsible for the cost of the samples, but not for any maintenance or corrective actions needed at the school.

6. The water system shall not release school lead sampling results to the public until at least 60 days after receipt of the results of the initial round of lead sampling and only after the water system has first discussed the results with the school. The water system is required to discuss all lead sampling results with the school within 10 business days of receiving the results from the laboratory. Following the 60-day period, the water system may post the school lead sampling results on their website.

~~The water system shall include a statement to summarize the lead sampling at all schools served by the public water system within the annual Consumer Confidence Report to customers. The statement shall include the number of schools sampled and a link to the DDW Lead Sampling in California Schools website, which contains the results of the school lead sampling. All state regulations applicable to the content and distribution of the Consumer Confidence Report remain the same.~~

This section is not included in this RFP.

7. The authorized school representative may only request the lead sampling assistance outlined in this permit amendment one-time for each school. For each requested school, the water system is not obligated to continue to provide lead sampling assistance after the conditions of this permit amendment are satisfied.

THEREFORE: The State Water Resources Control Board hereby determines that it is necessary for the protection of public health for this amendment to be issued, and hereby issues this permit amendment subject to the following conditions:

1. This permit amendment applies to each public water system that serves drinking water to at least one or more of grades Kindergarten through 12th grade school for which a request for lead sampling has been made prior to **November 1, 2019**, as provided for in Condition 3.
2. ~~Each water system shall submit to the SWRCB's Division of Drinking Water (DDW) a comprehensive list of the names and addresses of all Kindergarten through 12th grade schools that are served water through a utility meter by June 1, 2017. The list shall be in the format and method posted on the DDW Lead Sampling in California Schools website.~~
3. If an authorized school representative, (the superintendent or designee of a school, governing board or designee of a charter school, or administrator or designee of a

This section is not included in this RFP.

private school) of a school served by the water system requests one-time assistance with lead sampling in writing, the water system shall:

- a. Respond in writing within 60 days of receiving the school's lead sampling request and schedule a meeting with school officials, including at least one staff member familiar with the school's water infrastructure, to develop a sampling plan. An example school lead sampling plan is located on the DDW Lead Sampling in California Schools website. The sampling plan shall use the USEPAs "3Ts for Reducing Lead in Drinking Water in Schools" as general guidance. The 3T document can be found online at:

https://www.epa.gov/sites/production/files/2015-09/documents/toolkit_leadschools_guide_3ts_leadschools.pdf

- b. Finalize a sampling plan and complete the initial sampling within 90 days of receiving the lead sampling request, except that if the water system cannot complete the sampling plan and the lead sampling in that time period, the water system shall develop and comply with a time schedule to complete the sampling plan and initial lead sampling that has been approved by DDW.
- c. Collect from one to five samples at each school from regularly used drinking fountains, cafeteria/food preparation areas, or reusable bottle water filling stations selected according to the lead sampling plan described in Condition 3 (b) using the sampling guidance located in **Appendix A (Sampling Guidance)** which is attached. Sample sites may be either treated or untreated.
- d. Collect lead samples during the school year, on a Tuesday, Wednesday or Thursday during a day school is in session and has been in session for at least one school day prior to the date of sampling.
- e. Ensure that samples are collected by a water system representative that is adequately trained to collect lead and copper samples.
- f. Submit the samples to an ELAP certified laboratory for analysis of lead.
- g. Require the laboratory to submit the data electronically to DDW in accordance with the electronic submittal guidance which is located on the DDW Lead Sampling in California Schools website.
- h. Provide a copy of the results to the requesting authorized school representative.
- i. Within ^{one}~~two school~~ business days of receipt of a laboratory result that shows an exceedance of 15 parts per billion (ppb) at a sample site, notify ~~the school~~ ^{EBMUD} of the sample result.
- j. If an initial lead sample result shows an exceedance of 15 parts per billion (ppb) at a sample site,
 - i. Collect an additional sample (resample) within 10 business days of receipt of the laboratory result above 15 ppb if the sample site remains in service.
 - ii. Collect a third sample within 10 business days after notification that a resample result described above is less than or equal to 15 ppb.

- iii. If the sample site is removed from service by the school, do not collect the repeat samples unless the school has completed corrective actions.
 - iv. Collect at least one more lead sample at a sample site where the school has completed some corrective action following an initial lead sample result over 15 ppb (examples of corrective action are replacing interior piping, replacing faucet, installing filters, etc.)
 - k. Ensure that it receives the results of the repeat lead samples required in Condition 3 (j) from the laboratory no more than 10 business days after the date of sample collection.
 - l. Not release the lead sampling data to the public for 60 days following the receipt of the initial lead sampling results unless the water system releases the data in compliance with a Public Records Act (PRA) request for the specific results.
 - m. Discuss the lead sample results with the school prior to releasing the sample results to the public. The water system shall discuss all lead sampling results with the school within 10 business days of receiving the results from the laboratory.] only if results \leq 15 ppb.
4. The water system may stop lead sampling at a school if:
- a. All initial samples are less than or equal to 15 ppb; or
 - b. Repeat sampling has been analyzed for each sample location with an initial lead sample greater than 15 ppb in accordance with Condition 3, and either:
 - i. If lead is confirmed over 15 ppb and the sample location has subsequently been physically removed from service, or
 - ii. If the sample location remains in service, and
 - a. If lead is confirmed over 15 ppb and the school has taken some corrective actions at the sample location and the water system has collected at least one additional lead sample after the corrective actions and the result is less than or equal to 15 ppb, or
 - b. If lead is less than or equal to 15 ppb in both the first repeat sample and second repeat sample described in Condition 3(j).
 - c. A written request from the water system to terminate lead sampling assistance has been approved by DDW.
 - d. If requested in writing by the school's authorized school representative.
5. The water system is responsible for the following costs:
- a. Laboratory fees for all lead samples and reporting of the results to DDW and the school, and all laboratory coordination and instruction.
 - b. All water system staff time dedicated to the tasks required by the conditions in this permit amendment.

6. The water system may not use any lead samples collected as part of these special school samples to satisfy federal or state Lead and Copper Rule requirements.

7. ~~The water system shall communicate with the school after lead sampling and assist the school with the interpretation of laboratory results and provide information regarding potential corrective actions if a school has confirmed lead levels above 15 ppb. The water system is not responsible to pay for any maintenance or corrections needed at the school if elevated lead levels are found in the drinking water. The water system is not responsible for determining any corrective actions needed at the school.~~

THIS section
is not included
in this RFP

8. The water system shall keep records of all written requests from a school for lead related assistance and provide the records to DDW, upon request. Records shall include, at a minimum, the following information:

- a. The name of the school. If a school district makes a request, the school district's name shall be recorded along with each individual school served by the water system that is requesting sampling;
- b. The date of the request;
- c. The date of the initial meeting;
- d. The date of the sampling plan along with a copy of each sampling plan; and
- e. The date of initial lead sampling and all repeat samples.

9. ~~The water system's annual Consumer Confidence Report shall include a statement summarizing the number of schools requesting lead sampling and a link to the DDW Lead Sampling in California Schools website that contains the sample results.~~


THIS section
is not included
in this RFP

This permit amendment shall be appended to and shall be considered to be an integral part of the existing Domestic Water Supply Permit previously issued to the water system.

This permit amendment shall be effective as of the date shown below.

FOR THE CALIFORNIA STATE WATER RESOURCES CONTROL BOARD

Dated: DEC 20 2016



Stefan Cajina, P.E., Chief
North Coastal Section
Division of Drinking Water

APPENDIX A. - SAMPLING GUIDANCE

Collecting Drinking Water Samples for Lead Testing At K-12 Schools

This Sampling Guidance is provided by the State Water Resources Control Board (SWRCB) Division of Drinking Water for use by schools and water system staff who will be participating in the collection of samples for the determination of lead in drinking water at K-12 schools. Sampling and testing will be used to help reduce students and staff exposure to lead in the drinking water provided at the school.

This guidance and the instructions for sampling are taken from the US Environmental Protection Agency's 3Ts (Testing, Training, and Telling) for Reducing Lead in Drinking Water in Schools program for measuring and reducing lead at school drinking water locations; however, there are differences between the EPA and SWRCB sampling procedures. The SWRCB procedures used for this testing includes initial sampling to determine the combined lead concentration from the outlet device (bubbler, sink faucet, fountain, etc.) and from the internal plumbing, and repeat sampling to confirm initial sampling test results or to determine the lead concentration after routine, interim, and permanent corrective actions to reduce lead from an outlet device have been completed.

To ensure accurate test results the samples should be collected by following the instructions below for preparation, initial sampling, and repeat sampling.

Preparation

1. At least one school employee should be designated to assist the water system trained sampler during the collection of initial, repeat, confirmation, and check samples and to provide any additional help as necessary to complete the sampling.
2. Select up to five of the busiest locations used for drinking and cooking to be sampled and tested. These locations can be selected by observing students and staff during the morning, break, and lunch periods over as many days as needed until the busiest locations have been identified.
3. All faucets, fountains, coolers, bubblers, bottle filling stations, and filtered water dispensers located on the exterior and interior of buildings, including those located in hallways, playgrounds, classrooms, and cafeterias, should be evaluated to assure that all locations have been considered for selection. Large industrial sinks designed for washing and not intended to be used as a source of water for drinking and cooking should not be included.
4. Do not omit from the evaluation and selection process drinking water locations that are served by a point of use filter (a filter attached to the faucet or under the sink) or drinking water locations in buildings or school ground areas that are served by a water softening, conditioning, or filtration treatment system.
5. Each location selected for testing should be assigned a Sample ID. Each Sample ID should use the following format: <Water System No.>-<School ID>-<Sample ID> i.e. 1710001-005-001.
6. A Lead Sampling Plan should be prepared that includes the five sample locations and Sample IDs identified on a map of the school grounds. Only water system staff trained in sampling should be collecting the samples.
7. All samples should be collected on a Tuesday, Wednesday, or Thursday morning during periods of normal school operations (school is in session) and not during summer school, summer or winter breaks, or other extended breaks. Do not collect the samples on the first day back to school following a vacation, holidays, or weekends.
8. Record the location description, date and time last used, and date and time collected in the Lead Sampling Plan.

9. All samples must be "first draw samples" meaning that at the time of sampling the drinking water locations must not have been used during the previous 6 hours. To ensure this period of inactivity it may be necessary to protect the sample locations overnight prior to collecting the samples early in the morning before students and staff arrive.
10. Do not flush a sample site for any length of time prior to the 6 hour period of inactivity and do not flush a sample site at the outlet before collection of the sample.
11. Leave all angle stops, shutoff valves, and similar devices on the sample line providing water to the drinking water location in a normal state of operation prior to sampling. Do not modify, open, or close any devices located on the sample line in preparation for collecting a sample. Doing so may cause sample results that are not representative of normal operating conditions.
12. Do not remove any filters, aerators, or screens at any sample outlet prior to collecting the samples.
13. All sample bottles must be labeled with the Sample IDs for each sample location. All samples must be collected in 1 liter wide mouth plastic bottles and all bottles must be completely filled. Make sure your laboratory provides 1 liter (not 250 mL) wide mouth sample bottles.
14. If a bottle does not fit at the sample site and cannot be completely filled, a spare 1 liter laboratory bottle may be used to partially fill and transfer the drinking water until the sample bottle is full.
15. It should be requested to the laboratory to provide unpreserved sample bottles. All samples must be delivered to the testing laboratory within 14 days of collection for preservation.
16. Cold water must be collected for all samples. If sampling from a drinking water outlet that provides cold and hot water, the cold water handle must be used for sample collection.

Initial Sampling

Initial sampling is used to determine if a drinking water outlet has a lead level that is above or below the Action Level of 15 ppb. Drinking water outlets with a test result of equal to or less than 15 ppb do not need additional testing and a water system is not required to collect additional samples when the initial sample results is less than or equal to 15 ppb.. Drinking water outlets with an initial sampling test result of greater than 15 ppb exceed the Action Level and should undergo repeat sampling. ~~Water system staff should provide the initial test results to the school contact person and meet with the school to discuss the results and prepare a corrective action plan within 10 days of receipt from the laboratory. In the case of an Action Level exceedance water system staff should provide the results to the school within two school business days. Following a review of the initial test results the school should document how it will proceed with each individual drinking water outlet.~~ see RFP

1. After completing the preparation steps above, the trained sampler collects initial samples using the Initial Sampling Instructions as guidance.
2. Upon delivery of the samples to the laboratory, ~~the standard~~ ^{10 day} laboratory turn-around-time for receiving results is acceptable.
3. All initial sample locations with a test result of less than or equal to 15 ppb have lead levels less than the Action Level, the location is suitable for consumption, and no further testing is needed.
4. All initial sample locations with a test result of greater than 15 ppb have a lead level that exceeds the Action Level and should be tested again by collecting a repeat sample.
5. Drinking water locations with an initial Action Level exceedance should remain in service and repeat samples collected within 10 days of receiving the initial sample results from the water system and by using the Repeat Sampling Instructions as guidance.

6. Alternatively, drinking water locations with an initial Action Level exceedance can be removed from service permanently or until addressed using the EPA 3T recommendations for routine, interim, and permanent corrective actions.
7. The water system cannot release the initial lead sampling data to the public for 60 days following the receipt of the initial sampling results in accordance with the permit amendment.

Repeat and Confirmation Sampling

Repeat sampling is used to confirm an initial sampling result indicating that a drinking water outlet has a lead level that is greater than 15 ppb and exceeds the lead Action Level. Confirmation sampling is used to confirm the lead concentration at a drinking water location following an initial sampling lead result greater than 15 ppb and a repeat sampling lead result less than or equal to 15 ppb. Repeat sampling should be performed within 10 days of receiving the initial sample results and, if necessary, confirmation repeat sampling should be performed within 10 days of receiving the repeat sample results. Drinking water outlets with a repeat Action Level exceedance that confirms an initial sample result should be removed from service until corrective actions and check sampling have been performed with test results that indicate the water outlet has a lead level of less than 15 ppb. Water system staff should provide the repeat test results to the school contact person and meet with the school to discuss the results within 10 days of receipt from the laboratory and in the case of an Action Level exceedance ~~provide the results to the school within two school business days.~~ *see RFP.* Following a review of the repeat test results the school should document how it will proceed with each individual drinking water outlet.

1. After completing the preparation steps above, the trained sampler collects repeat samples using the Repeat Sampling Instructions as guidance.
2. Upon delivery of the samples to the laboratory it shall be requested that results are reported by the laboratory within 10 business days.
3. All repeat sample locations with a test result of greater than 15 ppb have a lead level that exceeds the Action Level and should be removed from service permanently or addressed using the EPA 3T recommendations for routine, interim, and permanent corrective actions to minimize students and staff exposure to lead in drinking water.
4. All repeat sample locations with a test result of less than or equal to 15 ppb should be tested again by collecting a confirmation repeat sample to confirm the lead concentration at the drinking water outlet.
5. If the confirmation repeat sample has a test result of greater than 15 ppb the outlet has a lead level that exceeds the Action Level and should be removed from service permanently or addressed using the EPA 3T recommendations for routine, interim, and permanent corrective actions and check sampling.
5. If the confirmation repeat sample has a test result of less than or equal to 15 ppb the lead level is less than the Action Level, the location is suitable for consumption, and no further testing is needed.
6. The water system is not required to collect any additional samples when the repeat result and confirmation repeat result are less than or equal to 15 ppb.
7. All repeat sample locations with an Action Level exceedance should remain out of service until the school has completed the corrective actions and the water system has completed check sampling identified in the Corrective Action Plan described below in the Laboratory Results section of this guidance document.

Corrective Action Check Sampling

Following the implementation of any corrective action at a drinking water outlet, check sampling should be performed to determine if the corrective action was successful in

reducing the lead level to less than 15 ppb. Corrective actions are performed to reduce the lead concentration at a specific outlet; however, it is possible for a corrective action to have no effect or to increase the lead concentration at an outlet. If any check sample has a lead result of greater than the Action Level, additional corrective actions should be performed until the check sample indicates that the drinking water outlet has a lead level of less than 15 ppb. Water system staff should provide the corrective action test results to the school contact person and meet with the school to discuss the results within 10 days of receipt from the laboratory and in the case of an Action Level exceedance ~~provide the results to the school within two school business days~~ *see RFP*. The drinking water outlet should remain out of service during check sampling and until a lead level of less than 15 ppb is obtained for the test result. The water system is not required to collect additional samples when the corrective action sample result is less than or equal to 15 ppb. If successive corrective actions indicate that the lead level at a drinking water outlet cannot be reduced to equal to or less than the Action Level, the school may choose to permanently remove the outlet from service. Water system staff should provide all laboratory test results to the school contact person upon receipt and in the case of an Action Level exceedance ~~should provide the results within two school business days~~ *see RFP*. Following a review of the check sampling test results the school should document how it will proceed with each individual drinking water outlet.

1. After completing the preparation steps above, the trained sampler collects check samples using the Corrective Action Check Sampling Instructions as guidance.
2. Upon delivery of the samples to the laboratory it shall be requested that results are reported by the laboratory within 10 business days.
3. All check samples with a test result of less than or equal to 15 ppb have lead levels less than the Action Level, no further testing at the drinking water outlet is needed, and the drinking water outlet can be placed back into service.
4. The water system is not required to collect additional samples when the corrective action sample result is less than or equal to 15 ppb.
5. All check samples with a test result of greater than 15 ppb have lead levels greater than the Action Level and additional corrective actions should be implemented at the drinking water outlet.
6. Following each corrective action, collect a check sample for testing to determine if the corrective action was successful in reducing the lead level at the drinking water outlet to less than 15 ppb.
7. Complete the necessary corrective actions and check sampling until a lead level of less than 15 ppb is obtained at which time the drinking water outlet can be placed back into service.

Laboratory Concentrations

The testing laboratory may report the results of the initial and repeat samples in several different formats or units. If the report includes the units of ppb (parts per billion) or ug/L (micrograms per liter) these two are essentially the same and the values in the report can be directly compared to the lead Action Level. If the report includes the units of ppm (parts per million) or mg/L (milligrams per liter) the values in the report must be converted to ppb or ug/L before comparison to the lead Action Level. To convert between units use the following conversion factors:

Convert from ppm to ppb: 1 ppm = 1,000 ppb
 Convert from mg/L to ug/L: 1 mg/L = 1,000 ug/L

For example, if the laboratory reports an initial sample result of 0.007 ppm, the conversion would be $0.007 \text{ ppm} \times 1,000 = 7 \text{ ppb}$. The drinking water outlet has a lead concentration below the Action Level of 15 ppb and no further testing is needed.

If the laboratory reports an initial sample result of 0.021 mg/L, the conversion would be $0.021 \text{ mg/L} \times 1,000 = 21 \text{ ug/L}$. Since the units of ug/L and ppb are essentially the same, the drinking water outlet has a lead concentration above the Action Level of 15 ppb and needs testing again using the Repeat Sampling Instructions.

Laboratory Results

Test results should be reviewed by both the water system and the school prior to making any decisions on Action Level exceedances, repeat, confirmation, and check sampling, corrective actions, and release of the results and testing information to the students, staff, and water system customers.

Under most conditions laboratory results are very accurate and considered final; however, under rare circumstances errors can occur during sampling or in the laboratory and test results may not reflect the true concentration of the drinking water outlet. If you feel this has happened, contact the water system staff who performed the sampling and let them know. Water system staff should contact the local SWRCB DDW office for instructions on how to proceed.

Following the review of initial test results by both the water system and the school, both parties should document which drinking water locations are below the Action Level and need no additional testing, and which drinking water locations are above the Action Level and need repeat testing.

Following review of repeat test results by both the water system and the school, both parties should document which drinking water locations have Action Level exceedances and require corrective actions.

Corrective Action Plan

The school should prepare a Corrective Action Plan in coordination with the water system within 10 days of receiving the initial sample test results. The Corrective Action Plan identifies all drinking water outlets that need corrective actions to bring lead levels to less than or equal to 15 ppb and check sampling to return the drinking water outlets to service. The Corrective Action Plan lists all corrective actions found to be appropriate for each individual drinking water location with an Action Level exceedance. Corrective actions such as an aerator/screen cleaning and maintenance program may be suitable for one drinking outlet while the complete replacement of the outlet may be suitable for another location. Schools should refer to the EPA 3Ts references for detailed information on corrective actions. The Corrective Action Plan should be completed before releasing the results and testing information to the students, staff, and water system customers as it will help answer questions about Action Level Exceedances and what plans the school has to address the lead contamination issues. The Corrective Action Plan should be updated with the dates that corrective actions are made, the dates check sampling is performed, and the dates each drinking water outlet is returned to service, so that a record is maintained of each drinking water outlet initially having an Action Level exceedance.

Discussion of
Action Level
exceedances
with schools
is not part of
this RFP

Corrective
Action Plan
coordination
with schools
is not part
of this RFP.

Differences Between SWRCB and EPA Sample Collection

Schools are encouraged to read the EPA 3T references listed in the SWRCB *Frequently Asked Questions about Lead Testing of Drinking Water in California Schools* document. SWRCB has prepared the lead testing at schools program using the EPA 3T documents, however, there are differences between the two sampling procedures. The table below lists the major differences and highlights the SWRCB procedures that should be followed.

Differences Between SWRCB and EPA Sample Collection				
Sampling Step	SWRCB Sampling Use These Procedures		EPA 3T Sampling (Not Used)	
Lead Action Level	15 ppb	If Initial Sample greater than 15 ppb should do repeat sample	20 ppb	If Initial Sample greater than 20 ppb should do follow-up sample
Initial Sample	1 liter	Tests for lead in the sample outlet and internal plumbing	250 mL	Tests for lead in the sample outlet
Repeat Sample	1 liter	Confirms Initial Sample Result	Not used	
Confirmation Repeat Sample	1 liter	Confirms Repeat Sample Result	Not used	
Corrective Action Check Sample	1 liter	Test lead level after implementation of corrective actions	Not used	
Follow-up Sample with 30-second flush	Not used		250 mL	Test for lead in the internal plumbing
Two-step sampling process	Not used		Determines if source of lead is from sample outlet or internal plumbing	
Lead Sampling Plan and Corrective Action Plan	Recording date and time of sample; Location map for sites selected for testing; Documentation of routine, interim, and permanent actions implemented		Not used	
Plumbing Profile and Sampling Plan	Not used		Prepare building and plumbing details; Select sites to be tested	
Drinking Outlet Inactivity	6 hours	Sample outlet unused for at least 6 hrs prior to sampling	8-18 hours	Sample outlet unused for at least 6 hrs but no more than 18 hrs prior to sampling

**EAST BAY MUNICIPAL UTILITY DISTRICT
STANDARD SERVICE AGREEMENT
for
INSERT TITLE OF PROJECT**

This Standard Service Agreement (“Agreement”) is by and between the East Bay Municipal Utility District, (“District”), and _____, (“Contractor”), and shall be for a term of ____ years, with ____ options to extend for a **one**-year period, effective as of the date of the last signature below.

The compensation payable to Contractor shall not exceed *dollar amount written out* (\$ _____) for the term of this Agreement. Payment will be made in accordance with **Exhibit E (Payment Terms and Procedures)** to this Agreement.

The District desires to obtain _____ services (“the Services”) which are more fully described in Exhibit A to this Agreement and;

Contractor is professionally and legally qualified to provide the Services and is willing to provide them to District and;

WHEREAS, The District Board of Directors has authorized the contract by Motion Number _____ and;

Contractor is an independent Contractor and not an employee of District. Contractor expressly warrants that it will not represent that it is an employee or servant of District. Contractor is retained to render professional services only and all payments made are compensation solely for such services as it may render and recommendations it may make in carrying out the work. It is agreed by the parties that Contractor, in the performance of its obligations under this agreement, is subject to the control or direction of District as to the designation of tasks to be performed, the results to be accomplished, and not the means, methods, or sequence used by the Contractor for accomplishing the results.

Any notice from District to Contractor shall be directed to:

(contractors firm's name)

(address)

Attention: (contact, usually the contractor's project manager)

Any notice from Contractor to District shall be directed to:

East Bay Municipal Utility District

375 11th Street, MS _____

Oakland, CA 94623-1055

Attention: (DISTRICT Project Manager)

PROJECT TITLE

Such personal delivery or mailing shall constitute a good, sufficient and lawful notice.

Contractor shall take out and maintain during the life of the Agreement all of the insurance required, as set forth in **Exhibit C (Insurance Requirements)** to this Agreement. Contractor shall not commence work until such insurance has been approved by District. Acceptance of the certificates shall not relieve Contractor of any of the insurance requirements, nor decrease the liability of Contractor.

Contractor expressly agrees that this Agreement is subject to District's Contract Equity Program ("CEP"). Contractor is familiar with the District's CEP and Equal Opportunity Guidelines, and has read and understood all of the program requirements. Contractor understands and agrees to comply with the CEP and all requirements therein, including each of the Good Faith Efforts. Contractor further understands and agrees that non-compliance with the CEP requirements may result in termination of this Agreement.

Contractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin in the performance of this contract. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

Contractor shall include the bolded nondiscrimination provisions above in all subcontracts. Contractor shall not establish or permit any such discrimination. Contractors determined to be in violation of this section shall be deemed to be in material breach of this Agreement.

Now, therefore it is agreed that District retains Contractor to provide the Services, and Contractor accepts such engagement based on the requirements described in this Agreement and the following Exhibits, all of which are incorporated into this Agreement by this reference:

Exhibit A	Scope of Services
Exhibit B	General Requirements
Exhibit C	Insurance Requirements
Exhibit D	Intentionally Left Blank
Exhibit E	Payment Terms and Procedures
Exhibit F	Intentionally Left Blank
Exhibit G	CEP Forms

This Agreement represents the entire understanding of District and Contractor as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters contained in this agreement. This Agreement may only be modified by amendment in writing signed by each party. This Agreement and all matters relating to it shall be governed by the laws of the State of California.

Each party executing this Agreement warrants that he or she has authority to enter into this Agreement on behalf the party for whom he or she signs. This Agreement shall become effective as of the date of the second signature.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

DISTRICT

CONTRACTOR

By: _____
Signature

By: _____
Signature

Name: _____
(Printed)

Name: _____
(Printed)

PO Number: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to Form:

By: _____
Office of General Counsel Signature

- **EXHIBIT A - SCOPE OF SERVICES** (same as in RFP, but may be edited during procurement process)
- **EXHIBIT B - GENERAL REQUIREMENTS** (same as in RFP)
- **EXHIBIT C – INSURANCE REQUIREMENTS** (same as in RFP)