



REQUEST FOR PROPOSALS (RFP)
2027 WATER QUALITY LABORATORY ANALYSIS & TESTING
SERVICES
SPECIFICATION NO. 2027-WQ-01

PROPOSAL DUE- 3:15 PM, Tuesday, October 27, 2026

CONTACT PERSON- Contract Administrator

Contracts@tdpud.org

Truckee Donner Public Utility District

11570 Donner Pass Road

Truckee, California 96161

(530) 587-3896

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SECTION 00010 – NOTICE TO PROPOSERS & RFP OVERVIEW

1. Notice Inviting Proposals: The Truckee Donner Public Utility District (District) is soliciting proposals from qualified, State-certified Environmental Laboratory Accreditation Program (ELAP) analytical laboratories to provide comprehensive water quality testing and laboratory analysis for the District's potable water distribution system for Calendar Year 2027.

2. Division of Responsibilities: All field sample collection and sampling field work will be performed by District personnel. The contracted laboratory is responsible solely for providing certified sample containers, preservatives, chain-of-custody documentation, laboratory testing, certified analytical reporting, and State Water Board electronic data upload.

3. Mandatory Two-Envelope Submission Protocol: Proposers must submit proposals in two separate, sealed envelopes: Envelope 1 containing the Technical Proposal and Laboratory Qualifications (without any cost or price references), and Envelope 2 containing the sealed Cost Proposal (Form 300-B Pricing Schedule).

4. Contract Term & Four-Year Renewal Option: The contract will be awarded for an initial term of one (1) year (Calendar Year 2027). If the District is pleased with the laboratory's performance, analytical quality, and turnaround responsiveness, the District reserves the unilateral option to extend the agreement for up to four (4) subsequent one-year periods (Calendar Years 2028, 2029, 2030, and 2031), representing a total potential contract duration of five (5) years.

5. Submittal Deadline & Location: Sealed proposals will be received at the TDPUD Administrative Building, 11570 Donner Pass Road, Truckee, CA 96161, until 3:15 PM, Tuesday, October 27, 2026, Proposals received after this deadline will be rejected unopened.

SECTION 00100 – INSTRUCTIONS TO PROPOSERS

1. Examination of RFP Documents: Proposers shall thoroughly examine all RFP documents, including sample analytical scope, ELAP requirements, and standard agreement provisions. Submittal of a proposal constitutes representation that the laboratory understands all requirements.

2. Questions and Addenda: Questions regarding this RFP must be submitted in writing to the Water Quality Superintendent at WaterQuality@tdpud.org no later than October 27, 2026. Any District interpretations or modifications will be issued via written addenda no later than November 4, 2026.

3. Laboratory Qualifications & ELAP Accreditation: Proposers must hold active California Environmental Laboratory Accreditation Program (ELAP) certification for all drinking water fields of testing specified in Section 01010. Proof of active ELAP accreditation must be included in Envelope 1.

4. Technical Proposal Submittal Requirements (Envelope 1)

Envelope 1 must be clearly marked 'Envelope 1 – Technical Proposal & Qualifications (Specification No. 2027-WQ-01)' and must contain the following itemized sections without any fee or pricing information:

- **a. Executive Summary & Transmittal:** Signed Form 300-A Proposal Transmittal Form.
- **b. ELAP Accreditation Certificates:** Copy of active CA ELAP certificates, certified method lists, and accreditation expiration dates.
- **c. Key Personnel & Staffing:** Resumes of Laboratory Director, QA/QC Manager, and primary technical contacts.
- **d. Laboratory Capacity & Operations:** Description of laboratory instrumentation, backup power, sample bottle delivery logistics, and standard turnaround times (5-day standard, 24-hour rush).
- **e. Quality Assurance & Data Management:** Summary of Laboratory Quality Assurance Manual, Method Detection Limits (MDLs), and State Water Board GeoTracker / CEDEN EDD upload capabilities.
- **f. Municipal Client References:** Form 300-E listing at least five (5) municipal or public water utility references receiving laboratory testing services within the past 3 years.

5. Cost Proposal Submittal Requirements (Envelope 2)

Envelope 2 must be clearly marked 'Envelope 2 – Sealed Cost Proposal (Specification No. 2027-WQ-01)' and must contain:

- **a. Pricing Schedule (Form 300-B):** Fully executed Form 300-B Water Quality Testing Pricing Schedule, including unit analytical test pricing, courier delivery rates, and emergency rush multipliers.
- **b. Supplemental Fee Schedule:** Schedule of hourly rates for technical consultation, legal testimony, or non-routine analytical setup.

6. Proposal Price Duration: Proposals shall remain firm for ninety (90) days following the proposal opening date.

7. District Rights & Reservation: The District reserves the right to reject any or all proposals, to waive any minor informality or irregularity in any proposal, and to award the contract to the proposer determined to offer the best overall value to the District.

8. Local Business Preference Policy: In evaluating Cost Proposals (Envelope 2), a 5% price preference credit will be applied to the fee score of any qualified proposer that qualifies as a Local Business within the District service territory.

SECTION 00200 – PROPOSAL EVALUATION & SELECTION MATRIX

1. Two-Step Evaluation Process: Proposals will be evaluated by a District Selection Committee using a two-step process. First, Envelope 1 (Technical Proposal) will be evaluated and scored out of 75 points. Second, Envelope 2 (Cost Proposal) will be opened for technically qualified laboratories and scored out of 25 points, for a total maximum score of 100 points.

2. Established Evaluation Grading Matrix (100-Point Scale): The District will apply the historical evaluation criteria and point weights detailed in the table below to determine the firm that demonstrates the highest competence and best overall value to the District:

Criterion	Evaluation Focus & Scoring Description	Max Points
1. Proposal Quality	Clarity, responsiveness, organization, and completeness of the technical submittal.	10 Points
2. Lab Qualifications	CA ELAP accreditation breadth, instrument capability, and staff analyst experience.	30 Points
3. QA/QC & SLAs	QA/QC program, MDL limits, turnaround SLAs, and 2-hour immediate alert protocols.	25 Points
4. Cost Proposal	Form 300-B unit testing rates, bottle/courier charges, and emergency surcharges.	25 Points
5. References	Past performance ratings and responsiveness from 5 municipal utility references.	10 Points
TOTAL	Maximum Total Evaluation Score Available	100 Points

3. Award & Renewal Determination: Contract award will be made by the TDPUD Board of Directors. Continued contract extensions for subsequent years (Years 2 through 5) will be determined annually based on laboratory accuracy, adherence to turnaround SLAs, and competitive pricing.

SECTION 00300 – PROPOSAL SUBMISSION FORMS

1. Form 300-A: Proposal Transmittal & Declaration: The undersigned proposer declares that they have carefully examined Specification No. 2027-WQ-01 and agree to perform all laboratory testing services in strict accordance with the contract documents.

2. Form 300-B: Water Quality Testing Pricing Schedule

Instructions: Proposer shall state firm unit pricing for each analytical parameter listed below. Prices shall include sample containers, analytical testing, certified lab reports, and State EDD uploads. District staff will perform all sample collection.

Analytical Parameter	EPA / Standard Method	Est. Qty	Unit Price	Ext. Total
Total Coliform / E. coli	SM 9223B (P/A & MPN)	520 Samples	\$_____	\$_____
Heterotrophic Plate Count (HPC)	SM 9215B	50 Samples	\$_____	\$_____
General Physical & Chemical	SM 2120B / 2130B / 2510B	24 Samples	\$_____	\$_____
Title 22 Inorganics & Heavy Metals	EPA 200.7 / 200.8	12 Samples	\$_____	\$_____
Volatile Organic Compounds (VOCs)	EPA 524.2	12 Samples	\$_____	\$_____
Synthetic Organic Compounds (SOCs)	EPA 504.1 / 525.2	6 Samples	\$_____	\$_____
Lead & Copper Rule (LCR)	EPA 200.8	60 Samples	\$_____	\$_____
Nitrate / Nitrite	EPA 300.0	24 Samples	\$_____	\$_____
PFAS / PFOA Compounds	EPA 533 / 537.1	30 Samples	\$_____	\$_____
Radionuclides (Gross Alpha)	EPA 900.0	6 Samples	\$_____	\$_____

3. Form 300-C: Noncollusion Declaration (PCC Section 7106)

The undersigned declares under penalty of perjury under the laws of the State of California that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham.

4. Form 300-D: Municipal Client References

Proposers must list at least five (5) public water systems or municipal utilities for which the laboratory currently provides routine compliance testing services.

SECTION 00350 – DEBARMENT, DISCLOSURES & AUDIT TERMS

1. Debarment & Suspension Certification: Proposer certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal or State department or agency.

2. Regulatory Disclosures (10-Year History): Proposers must disclose any civil or criminal litigation, regulatory enforcement action, or ELAP license suspension/probation within the past ten (10) years involving the laboratory or its key officers.

3. Record Retention & District Audit Access: The contracted laboratory shall maintain all analytical logbooks, raw instrument data, chain-of-custody records, and calibration files for a minimum of three (3) years following contract termination, and shall make them available to District or State auditors upon request.

SECTION 00500 – STANDARD FORM OF AGREEMENT / CONTRACT

**AGREEMENT FOR PROFESSIONAL SERVICES
TRUCKEE DONNER PUBLIC UTILITY DISTRICT**

*11570 Donner Pass Road
Truckee, California 96161
Telephone (530) 587-3896*

Date:

Project Name:

CONSULTANT:

The terms of this Agreement are contained in the body of the Agreement and in Attachments A through D. Each attachment is incorporated herein by reference and becomes an integral part of this Agreement between the parties when the Agreement is signed. IN THE EVENT THAT THERE IS ANY INCONSISTENCY BETWEEN TERMS AND PROVISIONS IN THE BODY OF THIS AGREEMENT AND TERMS AND CONDITIONS IN THE ATTACHMENTS, THE TERMS AND PROVISIONS IN THE BODY OF THIS AGREEMENT CONTROL OVER ANY INCONSISTENT TERM OR PROVISION IN THE ATTACHMENTS.

For your protection, make sure that you read and understand all provisions before signing.

Instructions: Sign and return original. Upon acceptance by the TRUCKEE DONNER PUBLIC UTILITY DISTRICT, a copy will be signed by the District's authorized representative and returned to you. Insert the name/s of your authorized representative(s) in the place provided.

1.0 TERM OF THE AGREEMENT

- 1.1 This Agreement shall be effective on the date that it is executed by the District.
- 1.2 The Consultant shall commence the performance of the Professional Services immediately after the fee and schedule are agreed upon and a written Notice To Proceed is issued. Time is of the essence of this Agreement. Failure to meet the schedule contained in this Agreement shall constitute a default by the Consultant.
- 1.3 This Agreement shall expire on:

2.0 CONSULTANT'S OBLIGATIONS AND SCOPE OF WORK ATTACHMENT A

- 2.1 Consultant shall provide the professional services which are described in ATTACHMENT A, hereinafter referred to as "Professional Services."
- 2.2 Consultant shall perform all the tasks required to accomplish the Professional Services in conformity with the applicable requirements of Federal, State and local laws in effect at the time that the scope of work is substantially completed by the Consultant. The Consultant shall comply with applicable standards of professional care in the performance of the Professional Services. Where any circumstance exists for which the Consultant must make a judgment that could result in a materially different change in condition, the Consultant shall advise the Contract Officer in advance and request specific direction.
- 2.3 The Consultant shall, without additional compensation, correct or revise any Professional Services that do not meet the standard of professional responsibility.
- 2.4 The District's review, approval or acceptance of, or payment for, the services required under this Agreement shall not be construed to operate as a release or waiver of any rights of the District under this

Agreement or of any cause of action arising out of Consultant's performance of this Agreement, and Consultant is responsible to the District for all damages to the District caused by the Consultant's performance of any of the services under this Agreement.

2.5 Consultant shall maintain all of its records related to the project for a minimum of five (5) years from the date of final payment. Consultant shall permit representatives of the District to review all project related records.

2.6 Consultant shall not be responsible for means, methods, techniques, sequences or procedures of construction selected by construction contractor for the project or the health or safety precautions and programs incident to the work of such contractor, and shall not be responsible for construction contractor's failure to carry out work in accordance with the contract documents. Construction contractor is solely and completely responsible for jobsite conditions including the safety of all persons and property.

3.0 **PAYMENT AND SCHEDULE OF SERVICES (ATTACHMENTS B and C)**

3.1 The amount of payment to Consultant for providing the Professional Services is set forth in ATTACHMENT B. No payment shall be allowed for unless specifically described in ATTACHMENT B.

3.2 Consultant shall not be entitled to any additional fees for work incidental to the design, for any design clarifications, or for changes resulting from errors or omissions by the Consultant or any Sub-Consultant.

3.3 A Project Schedule showing all milestones has been developed by the Consultant and is attached as ATTACHMENT C.

4.0 **DISTRICT'S OBLIGATIONS**

4.1 District shall furnish the required information and services and shall render approvals and decisions expeditiously to allow the orderly progress of the Consultant's services as shown on ATTACHMENT C.

4.2 The District's General Manager or a designated District Representative shall serve as the District's "Contract Officer" for this Agreement and has the authority to execute this Agreement, direct the Consultant, approve actions, request changes, and approve additional services. Any obligation of the District shall be the responsibility of the Contract Officer. Excepting the provisions pertaining to dispute resolution, no other party shall have any authority under this Agreement unless specifically delegated in writing.

5.0 **SUBCONTRACTING (ATTACHMENT D)**

5.1 The name and location of the place of business of each Sub-Consultant that Consultant will use to perform work or render service to the Consultant in performing this Agreement is contained in ATTACHMENT D. No change to any Sub-Consultant shall be made without the written approval of the Contract Officer.

5.2 If Consultant subcontracts for any of the work to be performed under this Agreement, Consultant shall be as fully responsible to the District for the acts and omissions of Consultant's Sub-Consultants and for the persons either directly or indirectly employed by the Sub-Consultants, as Consultant is for the acts and omissions of Consultant and persons directly employed by Consultant. Nothing contained in the Agreement shall create any contractual relationship between any Sub-Consultant of Consultant and the District. Consultant shall bind every Sub-Consultant to the terms of the Agreement applicable to Consultant's work unless specifically noted to the contrary in the subcontract in question and approved in writing by the Contract Officer.

5.3 The District may unilaterally reduce the scope of work to be performed by the Consultant. Upon doing so, District and Consultant agree to meet and confer in good faith to negotiate a deductive change order.

6.0 **CHANGES TO THE SCOPE OF WORK**

The Consultant shall not perform work in excess of the Professional Services without the prior written approval of the Contract Officer. All requests for extra work shall be by written Change Order submitted to the Contract Officer and signed prior to the commencement of such work. Fees for additional work will be negotiated on a fixed fee basis.

7.0 **VERBAL AGREEMENT OR CONVERSATION**

No verbal agreement or conversation with any officer, agent or employee of the District, either before, during or after the execution of this Agreement, shall affect or modify any of the terms or obligations herein contained nor shall such verbal agreement or conversation entitle Consultant to any additional payment whatsoever unless approved by the Contract Officer.

8.0 **TERMINATION OF AGREEMENT**

8.1 In the event of Consultant's failure to prosecute, deliver, or perform the Professional Services, or where the Consultant fails to perform the work in accordance with the project schedule (ATTACHMENT C), the District may terminate this Agreement for cause by notifying Consultant by certified mail of said termination. Thereupon, Consultant shall cease work and within five (5) working days, assemble all documents owned by the District and in Consultant's possession, and deliver said documents to the District, and ensure that all work in progress is placed in a safe and protected condition. The Contract Officer shall make a determination of the percentage of work that Consultant has performed that is usable and of worth to the District. Based upon that finding, the Contract Officer shall determine any final payment due to Consultant.

8.2 This Agreement may be terminated by the District, without cause, upon the giving of fifteen (15) days written notice by certified mail to the Consultant. Prior to the fifteenth (15th) day following the giving of the notice, the Consultant shall cease work, assemble all documents owned by the District and in Consultant's possession and deliver said documents to the District, and ensure that all work in progress is placed in a safe and protected condition. The Contract Officer shall make a determination of the percentage of work that Consultant has performed that is usable and of worth to the District. Based upon that finding, the Contract Officer shall determine any final payment due to Consultant.

9.0 **PROFESSIONAL RELATIONSHIP.** Consultant shall serve as the District's professional representative with respect to the Professional Services.

10.0 **PARTIES TO ACT IN GOOD FAITH.** District and Consultant agree to cooperate with each other in order to fulfill their responsibilities and obligations under this Agreement. Both District and Consultant shall endeavor to maintain good working relationships among members of the project team.

11.0 **LIMITATION ON DIRECTIVES TO CONSULTANT.** CONSULTANT shall not accept direction or orders from any person other than the Contract Officer or the person(s) whose name(s) is (are) inserted on Page 9 as "other authorized representative(s)."

12.0 **PERFORMANCE OF WORK BY THIRD PARTIES.** District acknowledges that Consultant is not responsible for the performance of work by third parties including, but not limited to, the construction contractor and its sub-contractors.

13.0 **CHANGES IN SCOPE OF WORK--EXTRA SERVICES.** District agrees that if District requests services not specified in the scope of services described in this Agreement, District will pay for all such additional services as extra services, in accordance with Consultant's billing rates utilized for this Agreement. Any change in the scope of the Professional Services to be done, method of performance, nature of materials or price thereof, or to any other matter materially affecting the performance or nature of the Professional Services will not be paid for or accepted unless such change, addition or deletion is approved in advance, in writing by a supplemental agreement executed by the District's "authorized

representative(s)". Consultant's "authorized representative(s)" has (have) the authority to execute such written change for Consultant.

- 14.0 **PERMITS.** Permits required by governmental authorities will be obtained at Owner's expense, and Consultant will comply with applicable local, state, and federal regulations and statutes including Cal/OSHA requirements.
- 15.0 **TERMS OF PAYMENT.** Payment, unless otherwise specified in Attachment C, is to be thirty (30) days after acceptance by the District. For Professional Services performed by the Consultant, the District shall pay the Consultant in accordance with monthly statements submitted by the Consultant based upon the percentage of work completed during the preceding month. Payment for extra services shall be based on monthly statements submitted by the Consultant for the extra services performed by the Consultant during the preceding month. The Consultant shall be paid interest on payments due from the District which are not received within thirty (30) days of the date of billing. The interest rate shall be one percent (1%) per month on the unpaid balance or the maximum legal rate that the District can pay, whichever is less.
- 16.0 **INDEMNIFICATION.** Consultant shall defend, indemnify and hold the District, its directors, officers, employees, and authorized volunteers harmless from losses, liabilities, expenses, including reasonable attorney's fees, damages and costs arising out of personal injury, death, or property damage, but only to the extent such losses, liabilities, expenses, damages and costs arise out of, pertain to or relate to the active negligence, recklessness or willful misconduct of Consultant under this Agreement. Consultant shall also defend itself against any and all liabilities, claims, losses, damages, and costs arising out of or alleged to arise out of Consultant's performance or non-performance of the work hereunder, and Consultant shall not tender such claims to District nor to its directors, officers, employees, or authorized volunteers, for defense or indemnity. Further, as respects Consultant's operations (as opposed to Consultant's Professional Services), Consultant shall also provide the District a defense, and indemnify and hold the District harmless from losses, liabilities, expenses, including reasonable attorney's fees, damages and costs through and as an additional insured to Consultant's commercial general liability policy.
- 17.0 **WORKERS' COMPENSATION INSURANCE.** By his/her signature hereunder, Consultant certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and that Consultant will comply with such provisions before commencing the performance of the Professional Services under this Agreement. Consultant and Sub-Consultants will keep workers' compensation insurance for their employees in effect during all work covered by this Agreement.
- 18.0 **PROFESSIONAL LIABILITY INSURANCE.** Consultant will file with the District, before beginning Professional Services, a certificate of insurance satisfactory to the District evidencing professional liability coverage of not less than \$1,000,000 per claim and annual aggregate, requiring thirty (30) days notice of cancellation (10 days for non-payment of premium) to the District. Any insurance, self-insurance or other coverage maintained by the District, its directors, officers, employees, or authorized volunteers shall not contribute to it. Coverage is to be placed with a carrier with an A.M. Best rating of no less than A-:VII, or equivalent, or as otherwise approved by the District. The retroactive date (if any) is to be no later than the effective date of this Agreement. In the event that the Consultant employs other Consultants (Sub-Consultants) as part of the work covered by this Agreement, it shall be the Consultant's responsibility to require and confirm that each Sub-Consultant meets the minimum insurance requirements specified above.
- 19.0 **GENERAL LIABILITY INSURANCE.** Consultant will file with the District, before beginning Professional Services, certificates of insurance satisfactory to the District evidencing general liability coverage of not less than \$1,000,000 per occurrence (\$2,000,000 general and products-completed operations aggregate (if used)) for bodily injury, personal injury and property damage; auto liability of at least \$1,000,000 for bodily injury and property damage each accident limit; workers' compensation (statutory limits) and employer's liability (\$1,000,000) (if applicable); requiring thirty (30) days for non-payment of premium) notice of cancellation to the District. Any insurance, self-insurance or other coverage maintained by the District, its directors, officers, employees, or authorized volunteers shall not

contribute to it. The general liability coverage shall give the District, its directors, officers, employees, and authorized volunteers insured status using ISO endorsement CG2010, CG2033, or equivalent. Coverage is to be placed with a carrier with an A.M. Best rating of no less than A- :VII, or equivalent, or as otherwise approved by the District. In the event that the Consultant employs other Consultants (Sub-Consultants) as part of the work covered by this Agreement, it shall be the Consultant's responsibility to require and confirm that each Sub-Consultant meets the minimum insurance requirements specified above. For any claims related to the Professional Services, the Contractor's insurance coverage will be primary insurance with respect to the District's insurance. The insurance maintained by the District shall be excess of the Contractor's insurance and will not contribute with it.

- 20.0 **CONTINUATION OF INSURANCE COVERAGE.** If any of the required coverages expire during the term of this Agreement, the Consultant shall deliver the renewal certificate(s) including the general liability additional insured endorsement to the District at least ten (10) days prior to the expiration date.
- 21.0 **CONFLICT OF INTEREST.** Consultant agrees that it will not undertake work for any other principal or client which could pose a conflict of interest or provide for the utilization of the experience, knowledge and work product produced as a result of this Agreement for the benefit of a party whose interests may be adverse to those of the District. Consultant agrees that it will not undertake work in which a conflict of interest may arise for a period of ten (10) years after the date of execution of this Agreement without first exploring the nature of the work and the potential for conflict of interest with the interest of the District or potential disadvantageous results of the undertaking or the utilization of the District's work products. If the District reasonably determines that there could be a conflict of interest or will be a conflict of interest, Consultant agrees not to undertake such work or to offer to perform such work until the issue has been resolved if Consultant shall disagree.
- 22.0 **WORK PRODUCT.** Consultant agrees that if any work product involves the development of methodologies, computer programs, or statistical or data gathering methodology, that work product methodology, computer program, coding system, or similar method for gathering, compiling or appraising data shall be a portion of the work product of Consultant which is owned by and shall be provided to District upon its request. Consultant agrees that District, upon payment in full for services rendered and expenses incurred, shall be entitled to all photographs, notes, maps, calculations, observations, computer programs, runs or compilations, statistics, preliminary design, final design, work drawings, shop drawings or calculations, or any and all other "work product" of Consultant, and upon early termination or termination in due course or thereafter, may request that such materials may be copied and the copies retained by Consultant and the originals provided to District. Any use, re-use or modification of Consultant's instruments of service without Consultant's participation shall be at District's sole risk, and District agrees to indemnify, defend and hold Consultant harmless from any claims, liabilities, damages or expenses, including reasonable attorney's fees, to the extent arising out of such use, re-use or modification. District shall also receive any and all documentation on computer diskette compatible with District word processing or other computer programs, including input data as well as output data. The reasonable costs of copying shall be a Project Cost payable by District. Files in electronic media format or text, data, graphic or other types that are furnished by Consultant to the District are only for convenience of the District. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic media format, Consultant makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems or computer hardware differing from those in use by consultant at the beginning of this assignment.
- 23.0 **DISCLOSURE OF USE OF WORK PRODUCT OR CONSULTANT.** District and Consultant agree that in providing the Professional Services, Consultant will gain information, experience and methodologies which may be usable in other work of Consultant, so long as that other work does not cause a conflict of interest or work to the disadvantage of District. The District will have no claims for the monetary value of the experience, methodology, or use of the work methods for other work undertaken by Consultant. However, Consultant agrees that it will not publish any articles, provide any interview, make public comments, or supply copies of any work product of Consultant done for District except in accordance with valid legal process served upon it or pursuant to the written direction of Consultant. In

those circumstances in which District notifies Consultant in writing that a matter shall be treated as subject to this provision until further order of the District, Consultant will not provide any of this work product to any third party. District is a governmental entity and may be subject to the Public Records Act, Freedom of Information Act, or other terms and provisions of the law, depending upon the circumstances. Consultant agrees that the determination of that applicability shall be solely within the authority of District, and Consultant shall not make work product or other materials available to third parties or other governmental agencies unless directed to do so by District. The purpose of this provision is to establish a method to provide persons or agencies public information that they are entitled to receive while keeping uniform records about the availability of such materials, the dates that such information is provided to persons entitled to receive it, and to ensure that complete response is made to valid legal requests for information, whether pursuant to administrative, legal or Public Records Act requests. Nothing in this Agreement shall render the records, documents or materials of Consultant as a public record available for inspection or review, except to the extent required by law.

- 24.0 **DISPUTE RESOLUTION.** The parties agree that if any dispute should arise under the terms and provisions of this Agreement, the parties agree first to try, in good faith, to settle the dispute by mediation, before resorting to court action. The costs of mediation shall be borne equally by the parties. Neither party shall file a court action without first meeting in mediation and making a good faith attempt to reach a mediated resolution. The mediation shall be conducted in Truckee, California, unless the parties agree to conduct it in a different location. If, for any dispute or claim to which this paragraph applies, any party commences court action without first attempting to resolve the matter through mediation or refuses to mediate after a written request has been made, then that party shall not be entitled to recover attorney fees, even if they would otherwise be available to that party in any such action.
- 25.0 **FORCE MAJEURE.** If either party hereto shall be delayed or prevented from the performance of any act required hereunder by reason of acts of God, labor troubles, inability to procure materials, restrictive governmental laws or regulations of the United States or any state or political subdivision thereof or other cause without fault and beyond the control of the party obligated, specifically excepting any asserted financial difficulty including fluctuations of local and national economics, and fluctuations in the price of precious metals, performance of such act shall be excused for the period equivalent to the period of such delay, specifically provided that the total period(s) of delay permitted under this paragraph will not exceed five (5) years.
- 26.0 **SEVERABILITY.** If any term, condition or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this agreement shall be valid and binding on District and Consultant.
- 27.0 **CHOICE OF LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of California.
- 28.0 **NO ASSIGNMENT.** Consultant shall not assign this Agreement without the prior written consent of the Contract Officer.
- 29.0 **ATTORNEY'S FEE.** The prevailing party in any action to enforce or interpret this Agreement shall be entitled to recover its attorneys' fees and costs, including expert fees.
- 30.0 **VENUE.** Any action to enforce or interpret this Agreement shall be commenced and maintained only in the Superior Court in and for the County of Nevada, State of California, if in state court, or in the Federal District Court for the Eastern District of California, if in federal court."
- 31.0 **WHOLE AND ENTIRE AGREEMENT.** This Agreement contains the entire agreement between District and Consultant relating to the project and the provision of services for the project. Any prior agreements, promises, negotiations or representations not expressly set forth in this agreement are of no force or effect. Subsequent modifications to this Agreement shall be in writing and signed by both District and Consultant.

- 32.0 **NO WAIVER OR DISCLAIMER.** District's or Consultant's waiver of any term, condition or covenant shall not constitute the waiver of any other term, condition or covenant. District's or Consultant's waiver of any breach of this Agreement shall not constitute the waiver of any other breach of the Agreement.
- 33.0 **BINDING UPON HEIRS, SUCCESSORS AND ASSIGNS.** This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of District and Consultant.
- 34.0 **STATUS OF CONSULTANT.** Consultant shall perform the services provided for herein in a manner of Consultant's own choice, as an independent contractor and in pursuit of Consultant's independent calling, and not as an employee of the District. Consultant shall be under control of the District only as to the result to be accomplished and the personnel assigned to the project. Consultant shall confer with the District at a mutually agreed frequency and inform the District of incremental work/progress as well as receive direction from the District.
- 35.0 **ASSIGNMENT OF CONTRACT AND NAMED INDIVIDUALS.** Consultant agrees that the individuals named below shall be personally assigned to the PROJECT to provide supervision and have responsibility for the work during the entire term of this Agreement. No substitutions to these named individuals shall be made without prior approval of the Contract Officer:
- 36.0 **COVENANT AGAINST CONTINGENT FEES.** Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working for Consultant, to solicit or secure this Agreement, and that Consultant has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon, or resulting from, the award or making of this Agreement. For breach or violation of this warranty, the District shall have the right to terminate this Agreement without liability or, at the District's discretion to deduct from the Agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.
- 37.0 **ACCOUNTING RECORDS.** Consultant shall keep records of the direct reimbursable expenses pertaining to the Professional Services and the records of all accounts between the Consultant and Sub-Consultant. Consultant shall keep such records on a generally recognized accounting basis. These records shall be made available to the Contract Officer, or the Contract Officer's authorized representative, at mutually convenient times, for a period of five (5) years from the completion of the work.
- 38.0 **NOTICES**
Any notices to be given under this Agreement, or otherwise, shall be served by First Class mail.

The address of the District, and the proper person to receive any notice on the District's behalf, is:

TRUCKEE DONNER PUBLIC DISTRICT
11570 Donner Pass Road
Truckee, California 96161
ATTN: Contracts
TEL. NO. (530) 587-3896

The address of the Consultant, and the proper person to receive any notice on the Consultant's behalf, is:

- 39.0 **PERIODIC REPORTING REQUIREMENTS**
The Consultant shall provide a written status report of the progress of the work on a monthly basis that shall accompany the Consultant's payment invoice. The status report shall, as a minimum, report the work

accomplished to date, describe any milestones accomplished, show and discuss the results on any testing or exploratory work, provide a schedule update, and if not in accordance with the original schedule, describe how the Consultant intends to get back on the original schedule. The status report shall also describe any problems or recommendations to increase the scope of the work, and provide any other information which may be requested by the District

ACCEPTED:

	TRUCKEE DONNER PUBLIC UTILITY DISTRICT		CONSULTANT
	{GM_Signature}		{Vendor_Signature}
	Signature		Signature
By:	Brian C. Wright	By:	
Title:	General Manager	Title:	
Co:	Truckee Donner Public Utility District	Co:	
Date:		Date:	
Other authorized representative(s):		Other authorized representative(s):	

SECTION 00800 – SPECIAL PROVISIONS & CONTAINER LOGISTICS

1. Sample Container & Cooler Logistics: Laboratory shall supply all required sample containers, trip blanks, field blanks, chemical preservatives to the District's Water Department at no additional charge.

2. Turnaround Time Commitments: Standard analytical results shall be delivered within five (5) business days of sample receipt. Emergency rush analysis results shall be delivered within twenty-four (24) hours. (CLAY IS THIS OKAY)

3. Electronic Data Deliverable (EDD) Uploads: Laboratory shall format and upload all compliance testing data directly to the State Water Resources Control Board GeoTracker / CEDEN databases in required Electronic Data Deliverable (EDD) formats.

SECTION 01010 – TECHNICAL SPECIFICATIONS & ANALYTICAL SCOPE

1. Analytical Scope Overview: This section defines the analytical testing scope for the District's public water systems (PWSID CA2910003 & CA2910010). All field sample collection is conducted by District staff. The Laboratory shall analyze samples submitted by District staff in accordance with EPA and Standard Methods.

2. Laboratory Accreditation & Subcontracting: Laboratory shall maintain active ELAP accreditation for all parameters listed in Form 300-B. Subcontracting of any analytical parameter requires prior written approval from the District.

3. Sample Receipt & Chain of Custody: Laboratory shall verify sample temperature upon receipt at the laboratory (target 0–6°C) and log chain of custody documentation. Any sample condition discrepancy must be reported immediately to District staff.

4. Quality Control & Analytical Reporting: Analytical reports shall include method detection limits (MDLs), reporting limits (RLs), batch QA/QC summaries (matrix spikes, duplicates, blanks), and analyst signatures.