EAST BAY
MUNICIPAL UTILITY DISTRICT

December 18, 2019

RGM and Associates
Attn: Devyani Agate
14751 Juniper Street
San Leandro, CA 94579

**SUBJECT: WSA 11597, F19165; Installation of New 4-inch Private Fire Service to Serve Classroom Renovations at 14751 Juniper Street, San Leandro**

Dear Devyani Agate:

Thank you for your application for the installation of a new 4-inch private fire service at the subject premises. The existing Tap # A27123 will remain to serve the existing and new demand associated with the renovations.

**The information included with your application listed RGM and Associates as the billing contact. If RGM and Associates is not the intended billing contact for the future Private Fire Service, please provide the correct billing contact information.**

The cost for this service is as follows:

| | |
|---|---|
| Installation Charge | $25,242 |
| Account Establishment Fee | 57 |
| **Total** | **$25,299** |

Your request is in the process of being reviewed and approved by our Water Conservation Division to determine if it complies with our Section 31 Water Efficiency Standards. The Water Conservation Division may contact you directly if they have any questions or need additional information to complete their review. If you have any questions regarding this review or the landscape portion of your project, please contact our Water Conservation Division at (510) 287-1900 and reference WSA 11597.

Before work begins, EBMUD will obtain an encroachment permit from the City or County having jurisdiction in your area. If there is a paving moratorium on the section of roadway where your service will be installed, the encroachment permit condition will require that the existing pavement is restored and re-sealed to City/County moratorium paving standards, which could be a larger area than the standard trench. Please be advised that if moratorium paving restoration is necessary, the Applicant is responsible for making arrangements with a contractor to perform the moratorium paving restoration and for the additional costs associated with the restoration, as it is not covered under this estimate.

The quote above is good for thirty (30) days. Please contact me at (510) 287-1278 if you have any questions.

Sincerely,

Shawn Kunstal
New Business Representative

/sk

Enclosures

Enclosed are ***three copies*** of the Private Fire Service Agreement for the installation of the 4-inch private fire service. Please have an authorized representative of the San Leandro Unified School District sign them in the spaces provided. If you wish to proceed, please remit your payment for the total amount stated above, ***all three signed agreements, and correct billing information for the San Leandro Unified School District*** to my attention, either in-person or by mail, at 375 11th Street, Oakland, CA 94607. A fully executed copy of the agreement will be returned to you.

Once we receive your payment and signed agreements, we will apply for the encroachment permit from the City of San Leandro. Once we receive the approved encroachment permit and approvals from our Water Conservation Division and Backflow Prevention Unit, the work order will be prepared and forwarded to our construction crews for scheduling. Installation should commence approximately **twelve weeks** thereafter.

The available residual pressure at the street main connection on Juniper Street provided to you is 750 gpm at 67 psi and 1,500 gpm at 63 psi. Your fire sprinkler designer, Tom Duval, has signed a statement indicating that a flow of 750 gpm at a residual pressure of 67 psi was used when designing the fire sprinkler system. The applicant is responsible for meeting any fire flow requirements beyond the fire service location. The contractor or applicant is responsible for costs arising from damages or changes in grade after the service is installed.

It is the applicant's/owner's responsibility to mark the location for the new service. The final location is subject to District approval. **Meters will/must not be installed in current or future driveways, ramps, or any obstructed area.** If a driveway or ramp is installed over the meter, the applicant/owner will be responsible for paying to have the service relocated out of the driveway, ramp, or otherwise obstructed area. Please paint a blue "W" on the sidewalk or place a stake marked "EBMUD" in your desired meter location.

An inspection is required to determine concurrence with EBMUD and State backflow prevention requirements. If your contractor has any questions regarding backflow, please contact our Backflow Prevention Unit at (510) 287-0874. Fire services 4-inches and larger are required to be flushed in the presence of the Fire Marshal and EBMUD. Be sure to contact our Backflow Prevention Unit 48 hours in advance to coordinate flushing.

Billing for service charges begins when meters are installed. If water is not needed immediately after the meter is installed, it is the applicant's responsibility to contact Customer Services at (866) 403-2683 to close the account. Please reference the enclosed brochure for monthly services charges.

EBMUD

# Private Fire Service Agreement

DATE 12/18/2019 FIRE SERVICE NO. F19165 SIZE OF SERVICE 4-inch

INSTALLATION COST $25,242 TAP NO. _____

ACCOUNT ESTABLISHMENT CHARGE $57 ACCOUNT NO. _____

SAN LEANDRO UNIFIED SCHOOL DISTRICT called

the "Applicant", hereby agrees to the terms of this Agreement and applies to the East Bay Municipal Utility District ("District"), for a private fire service of the size specified at the following service address:

14751 Juniper Street, San Leandro

**A. THE FOLLOWING PROVISIONS APPLY TO ORIGINAL INSTALLATIONS ONLY:**

1. The Applicant shall pay the applicable charge set forth in Schedule E of the Schedule of Rates and Charges, and any front foot charge prior to any performance by the District. No portion of these charges is refundable to the Applicant.

2. The fire service will be installed within the public right of way, either inside the curb or behind the sidewalk. Fire services are NOT installed at or inside the property line, notwithstanding any plans submitted by the Applicant depicting the proposed fire service location.

3. The fire service and all equipment appurtenant thereto, to and including the meter, shall be and become the sole property of the District.

4. The time of installation or maintenance of the private fire service by the District shall be determined by the District on the basis of its overall scheduling requirements and needs, taking into account such factors as the availability of work crews, materials, equipment, other commitments and contracts of the District, and emergency jobs or installations. Questions of overall District priorities shall be determined by the District.

5. This Agreement is subject to any present or future superior obligation of the District to divert and use any or all of the material covered hereby prior to installation or any such obligation as may affect District maintenance after installation. It is also subject to any present or future government regulations, Federal or State, regulating the use of, or establishing priorities for, any of the material hereunder.

6. In the event that Applicant fails to prepare the job site, or otherwise causes delay, such that the installation is not commenced within 90 days of the date signed below by the District, Applicant expressly agrees to pay any additional charges then in effect for private fire service installations. It is further understood and agreed that the District shall have no obligation to install fire services as herein provided until said additional charges have been paid in full.

**B. THE FOLLOWING PROVISIONS APPLY TO BOTH ORIGINAL AND EXISTING INSTALLATIONS:**

7. The Applicant agrees to abide by the District's regulations and schedule of charges in force, and those that may be adopted, during the time service is rendered to Applicant at the service address. The Applicant also agrees to pay all statements for such service.

8. The fire service shall be used only for the purpose of extinguishing accidental fires (which shall include any of incendiary origin) and testing the fire prevention system, and no connections of any kind whatever, other than those to the automatic sprinkler system and to hydrants and hose reels, shall be made or permitted to be made to the pipes providing said service.

9. No cross-connection shall be made or permitted to be made between the fire service connection and pipes connected with the consumer's private source or any other source of water supply. Double check valves shall be installed by the Applicant in accordance with designs to be furnished by the District in all cases where another source of water is available or where there is danger of backflow of sewage or other liquids into the District's water system.

10. Where fire department pumping connections are used in conjunction with the fire service installation, a single check valve of a design acceptable to the District will be required.

11. No charge will be made for water used through the private fire service for extinguishing accidental fires. Any water lost through leakage, used for system testing, or used in violation of the District's Regulations shall be paid for by the Applicant at the current water service rate for general use, and could be subject to a potential penalty as may later be established by the District. Water may be obtained at the current rate for occasional filling of tanks through the private fire service, provided the District is notified in advance and there is an approved method of measurement.

12. The District's responsibility for maintenance of the fire service lateral ends at the discharge side of the detector check meter. The Applicant shall report to the District any conditions, within his or her knowledge, requiring maintenance or repair of the District's facilities.

13. In the event that contaminants are known to be present or encountered during installation or maintenance of the private fire service, Applicant shall provide all related documentation available to Applicant, including site sampling results. If the District determines that the contamination could pose a hazard to District employees, adversely affect water quality or subject the District to extra cost and liability related to trench spoils disposal, the Applicant shall remediate the site. The District will require a legally sufficient, complete and specific written remedial plan establishing the methodology, planning and design of all necessary systems for the removal, treatment, and disposal of all identified soil and/or water contaminants, including hazardous substances and/or petroleum products or by-products prior to accepting the Agreement, and the remediation plan must be carried out before installation of the private fire service. Applicant shall be solely responsible for the costs of all activities related to said removal, treatment, and disposal of contaminated soil.

14. Applicant expressly agrees to indemnify, defend, and hold the District, its Directors, officers, employees, and agents free and harmless from and against any and all loss, liability, expense, costs, claims, demands, suits and damages, including attorneys' fees, related to the removal, treatment, and/or disposal of contaminated soil and/or water within the job site, including soil and/or water contaminated with hazardous substances and/or petroleum products or by-products, and any additional costs caused by the removal, treatment, and disposal of contaminated soil and/or water.

15. Archaeological Resources: "Archeological resources" consist of prehistoric and historic-era archaeological resources. Prehistoric archaeological resources consist of Native American village sites, temporary camps, lithic scatters, roasting pits/hearths, milling features, petroglyphs, rock features, and burials. Associated artifacts include obsidian and chert flaked-stone tools (e.g., projectile points, knives, scrapers) or toolmaking debris; culturally darkened soil ("midden") containing heat-affected rocks, artifacts, or shellfish remains; and stone milling equipment (e.g., mortars, pestles, handstones, or milling slabs). Historic-era archaeological resources consist of townsites, homesteads, agricultural or ranching features, mining-related features, refuse concentrations, and features or artifacts associated with early military and industrial land uses.

16. In the event that archaeological resources are known by Applicant to be present prior to installation or maintenance of the services or hydrants, Applicant shall provide the District with all related documentation available to Applicant, including archaeological resource documentation and records search results. The District will require Applicant to submit a legally sufficient, complete and specific written archaeological management plan prior to beginning installation or maintenance of the service or hydrant. The archaeological management plan must be developed and implemented by the Applicant under the supervision of an archaeologist before or during the service or hydrant installation, as required.

17. In the event that archaeological resources are encountered during installation or maintenance of the service or hydrant by the District, all activities shall immediately cease at the location of discovery and within 100 feet of the discovery. The Applicant shall be responsible for retaining a qualified archaeologist to inspect the findings within 24 hours of discovery. If it is determined that continuing the pipeline installation could damage a historical resource as defined by CEQA (or a historic property as defined by the National Historic Preservation Act of 1966, as amended), construction shall cease in an area determined by the archaeologist until an archaeological management plan has been prepared and implemented to the satisfaction of the archaeologist and, in the event the site is a Native American heritage site, any Native American representative identified by the Native American Heritage Commission. The archaeologist (and Native American representative) will determine when construction by the District can resume.

18. Applicant shall be solely responsible for the costs of all activities related to the discovery, disturbance, removal and/or relocation of any archeological resources.

19. Applicant expressly agrees to indemnify, defend, and hold the District, its Directors, officers and employees free and harmless from and against any and all loss, liability, expense, costs, claims, suits and damages, including attorneys' fees related to the discovery, disturbance, destruction, removal, and/or relocation of archaeological resources, including Native American human remains and culturally significant artifacts, and any additional construction costs related to or resulting from the discovery, disturbance, removal, and/or relocation of archaeological resources.

20. The fire service shall be connected to the District's general distribution system and shall be subject to variations of water pressure and flow, temporary shutdowns occurring in the operation of the system, and interruption of system operations, and the District shall be in no way responsible for loss or damages sustained due to such variations, temporary shutdowns, and/or interruptions. Furthermore, Applicant expressly agrees to indemnify, defend, and hold the District, its Directors, officers and employees free and harmless from and against any and all third party claims, loss, liability, expense, costs, demands, suits and damages, including attorneys' fees in any way related to variations in water pressure and flow and/or temporary shutdowns or interruptions in the water distribution system connected to said fire service, save and except for the District's sole negligence or willful misconduct.

21. The District does not guarantee or represent, and the Applicant does not request, that a specific or certain minimum water pressure or volume of water will be available through said service at any time or times.

22. In the event of a violation of any provision of this Agreement, the District may disconnect or remove the fire service in accordance with applicable regulatory authority, and in such event the District shall not be in any way liable for loss or damage sustained due to such action. Applicant further acknowledges that the District may terminate the fire service in the event that the periodic charges therefore are unpaid and the account delinquent.

23. Applicant expressly agrees that, in the event of disconnection, removal or termination of the fire service for any reason, including but not limited to termination due to Applicant's breach of a provision of this Agreement or non-payment of a delinquent account or due to Applicant's request to terminate service, Applicant shall indemnify, defend, and hold harmless the District, its directors, officers and employees from and against any and all loss, liability, expense, costs claims, demands, suits and damages, including attorneys' fees arising directly or indirectly from or related to the disconnection, removal, or termination of said fire service, save and except for liability arising from the sole negligence or willful misconduct of the District.

24. The District does not represent or warrant that the private fire service will prevent any loss by fire or otherwise; or that the service will in all cases provide the protection for which it is installed or intended. Applicant acknowledges that Applicant assumes all risk of loss or damage to Applicant's premises or to its contents; that the District has made no representation or warranties, nor has Applicant relied on any representations or warranties, expressed or implied, except as set forth herein; that Applicant has read and understands, particularly paragraphs 19 and 20 of this Agreement which set forth the District's obligation and maximum liability in the event of any loss or damage to Applicant.

25. Applicant and the District agree that the District is not an insurer. Insurance, if any, will be obtained by the Applicant. Charges for a private fire service hereunder or provided for in the District's rules and regulations and rate schedules produce but nominal revenues for the District and are based solely upon the value of the services provided for, and are unrelated to the value of the Applicant's property or the property of others located in Applicant's premises. The amounts payable by the Applicant are not sufficient to warrant the District's assumption of any risk of consequential or other damages to the Applicant due to the adequacy of the private fire service. The Applicant does not desire this Agreement to provide for the liability of the District and Applicant agrees that the District shall not be liable for loss or damage due directly or indirectly to the adequacy of the fire service. It is impracticable and extremely difficult to fix the actual damages, if any, which may proximately result from a failure of the private fire service or any phase thereof, including the water distribution system, and in case of failure of said service, or any phase thereof, including the water distribution system, and a resulting loss, the District's liability hereunder shall be limited to and fixed at the above Installation Cost as liquidated damages, and not as a penalty, and this liability shall be exclusive.

26. Applicant understands and agrees that this Agreement shall not be terminated or cancelled, and Applicant shall not be released from any obligation provided herein, until a new private fire service agreement has been executed. This Agreement is not assignable without the written consent of the District. Applicant expressly acknowledges that the District has no duty to provide fire service to a successor of Applicant. The Applicant agrees to notify the District when any change of customer is pending or takes place and to advise his successor regarding Section 5 of the District's REGULATIONS GOVERNING WATER SERVICE which states in part: "Each successor is required to enter into an agreement before service will be granted. Until a new private fire service agreement has been executed, the District shall not in any manner be responsible nor have any duty to provide service to a successor."

27. The existence of decorative paving overlying the District's fire service and water main shall in no way affect the District's right to repair, replace or otherwise maintain said facilities in a manner deemed appropriate by the District. The District has no responsibility for maintaining such paving and shall not repair or replace it in the event that it is removed or damaged by the District as a result of installation or maintenance activities related to the fire service. Applicant expressly agrees to indemnify, defend and hold the District, its Directors, officers, and employees free and harmless from and against any and all loss, liability, expense, costs, claims, suits and damages, including attorneys' fees, related to removal or damage to said decorative paving as a result of District installation or maintenance activities, save and except for liability arising from the sole negligence or willful misconduct of the District.

28. The charges to be paid by Applicant under this Agreement are based on the assumptions that standard depth installation methods will be used and that normal site and traffic conditions will apply. In the event that actual site conditions vary from these assumptions, this Agreement shall be voided and the District and the Applicant shall enter into an Actual Cost Private Fire Service Agreement providing for the installation of the proposed private fire service. The Applicant may also be subject to payment of additional estimated costs upon execution of the Actual Cost Private Fire Service Agreement. The Applicant further agrees to be governed by the District's rules, regulations and rates/charges in force and such as may be adopted during the time the private fire service(s) is (are) activated at said location(s).

29. This agreement shall take effect on the date executed below by the District.

| SAN LEANDRO UNIFIED SCHOOL DISTRICT<br>**APPLICANT** | **DISTRICT USE ONLY** |
|---|---|
| By: [signature] | By: _____ |
| Print Name: Aaron Kernigan | Jack J. Flynn |
| Title: Dir. of Facilities & Ops | Title: **Customer Services Manager**<br>**New Business Office** |
| Date: 1/8/20 | |
| Address: ~~835 E 14th Street, Suite 200~~ 1145 Aladdin Ave<br>San Leandro, CA 94577 | Date: _____ |

Rev. 01/2019