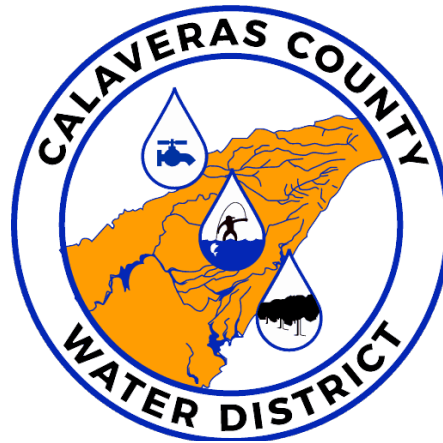


REQUEST FOR PROPOSALS (RFP)

for

Development of Calaveras County Water District
Emergency Response Plan for Compliance
with America's Water Infrastructure Act of 2018



Calaveras County Water District
Water Resources Department
and Operations Department
120 Toma Court, San Andreas, CA 95249

Proposal Due Date: Friday, September 24, 2021 at 5:00pm PST

REQUEST FOR PROPOSALS FOR DEVELOPMENT OF CALAVERAS COUNTY WATER DISTRICT EMERGENCY RESPONSE PLAN FOR COMPLIANCE WITH AMERICA'S WATER INFRASTRUCTURE ACT OF 2018

A. PURPOSE

The Calaveras County Water District (CCWD) is seeking professional services from qualified consultants and consultant teams (Consultant) to develop CCWD's Emergency Response Plan (ERP) in full compliance with America's Water Infrastructure Act of 2018 (AWIA; Section 2013(b)). AWIA is a United States federal law, organized under the U.S. Environmental Protection Agency (US EPA), which requires community water systems serving more than 3,300 people to develop an ERP detailing strategies and resources to improve water systems resiliency and mitigate risks from natural hazards and malevolent acts. CCWD, by combination of its service area populations – estimated around 24,000 people served in 2020 – meets this threshold and is therefore required to prepare and certify¹ an ERP by December 23, 2021 (Due Date).

The ERP is intended to comply with the requirements associated with AWIA, the US EPA guidelines for Small CWSs², and to meet the following planning objectives:

- Detail strategies and resources to improve the resilience of the CCWD's water systems, including the physical security and cybersecurity of the systems.
- Develop plans and procedures that can be implemented, and identify equipment that can be utilized, in the event of a malevolent act or natural hazard that threatens the CCWD's ability to deliver safe drinking water.
- Define actions, procedures and equipment which can obviate or significantly lessen the impacts of a malevolent act or natural hazard on the public health and the safety and supply of drinking water provided to CCWD communities and individuals.
- Detail strategies that can be used to aid in the detection of malevolent acts or natural hazards that threaten the security or resilience of the CCWD's systems.
- Incorporate the findings of CCWD's June 2021 AWIA Risk & Resilience Assessment (RRA), which assessed of risks to the CCWD water service areas from malevolent acts and natural hazards (additional details in Section D below).

The selected Consultant shall provide the full range of services for ERP development including, but not limited to: infrastructure and operations info gathering for each of the CCWD's water systems required to submit an ERP, data review and analysis, as-needed

¹ ERP development by Due Date is self-certified. It is not submitted to US EPA for review or approval.

² Small Community Water Systems (Small CWSs) are defined by US EPA as systems serving more than 3,300 people, but less than 50,000. CCWD falls within this threshold and is therefore subject to the Small CWS certification deadlines. For more info, visit: <https://www.epa.gov/waterresilience/awia-section-2013#ERP>

financial and information technology (IT) assessment, interviews with CCWD operations, financial, and IT staff persons, among other tasks necessary to support development of the ERP³. The Consultant will also be expected to coordinate with CCWD staff on key sections of the ERP as they are developed. Because of the sensitive nature of the information contained in the ERP, distribution of the ERP will be limited to those individuals directly involved in CCWD emergency planning and response activities, and the Consultant shall maintain the confidentiality of ERP-related materials.

B. KEY DEADLINES

Per the requirements of AWIA, CCWD must develop and certify¹ its ERP within six months after certification of the RRA. CCWD's RRA was certified on June 24, 2021; therefore, CCWD understands its ***ERP must be certified by the December 23, 2021 Due Date***. Adequate time must be scheduled for ERP development, staff interviews, data and info gathering, coordination with external agencies (e.g., California Department of Health Services local branch office) and CCWD review of draft documents. As such, the anticipated deadline for having a ***draft ERP ready for CCWD review by November 1, 2021*** (Draft Deadline). The Consultant should be able to perform all required tasks set forth in the Scope of Services (Section E) while adhering to the Draft Deadline and Due Date.

Proposal Packages for this Request for Proposals (RFP) are to be submitted to CCWD on or before Friday, September 24, 2021 (see Section D for instructions). Proposals received after this date/time will not be considered.

C. BACKGROUND

CCWD is a California Special District (local government) located with its jurisdiction covering Calaveras County (County), as shown in Figure 1, governed by a publicly elected five-member Board of Directors (Board). CCWD is the largest County water supplier and maintains water resources management authority for several key watersheds of the Sierra Nevada Mountains – which drain to the Sacramento-San Joaquin River Delta (Bay Delta), diverted for use in the San Francisco Bay and Los Angeles Metropolitan Areas. CCWD provides water service to approximately 24,000 people, mostly in the residential and commercial sectors, from six water treatment facilities each forming CCWD's independent water service areas located throughout the County. CCWD also operates 12 wastewater treatment facilities, provides recycled water supplies, and actively manages a portion of the 'critically over-drafted' Eastern San Joaquin Groundwater Subbasin (Subbasin). Owing to CCWD's complex water and wastewater services, vulnerable groundwater resources, and reliance on surface water diversion and storage rights, CCWD understands that water is a limited and vulnerable natural resource. Proper risk planning and coordination is therefore essential to protect local and downstream communities, economies, and environmental health from both natural hazards and malevolent acts.

³ US EPA has provided a "Community Water System Emergency Response Plan: Template and Instructions" (July 2019, EPA 816-B-19-003), meant to guide development of the ERP, which contains more information on the AWIA requirements for ERP contents.

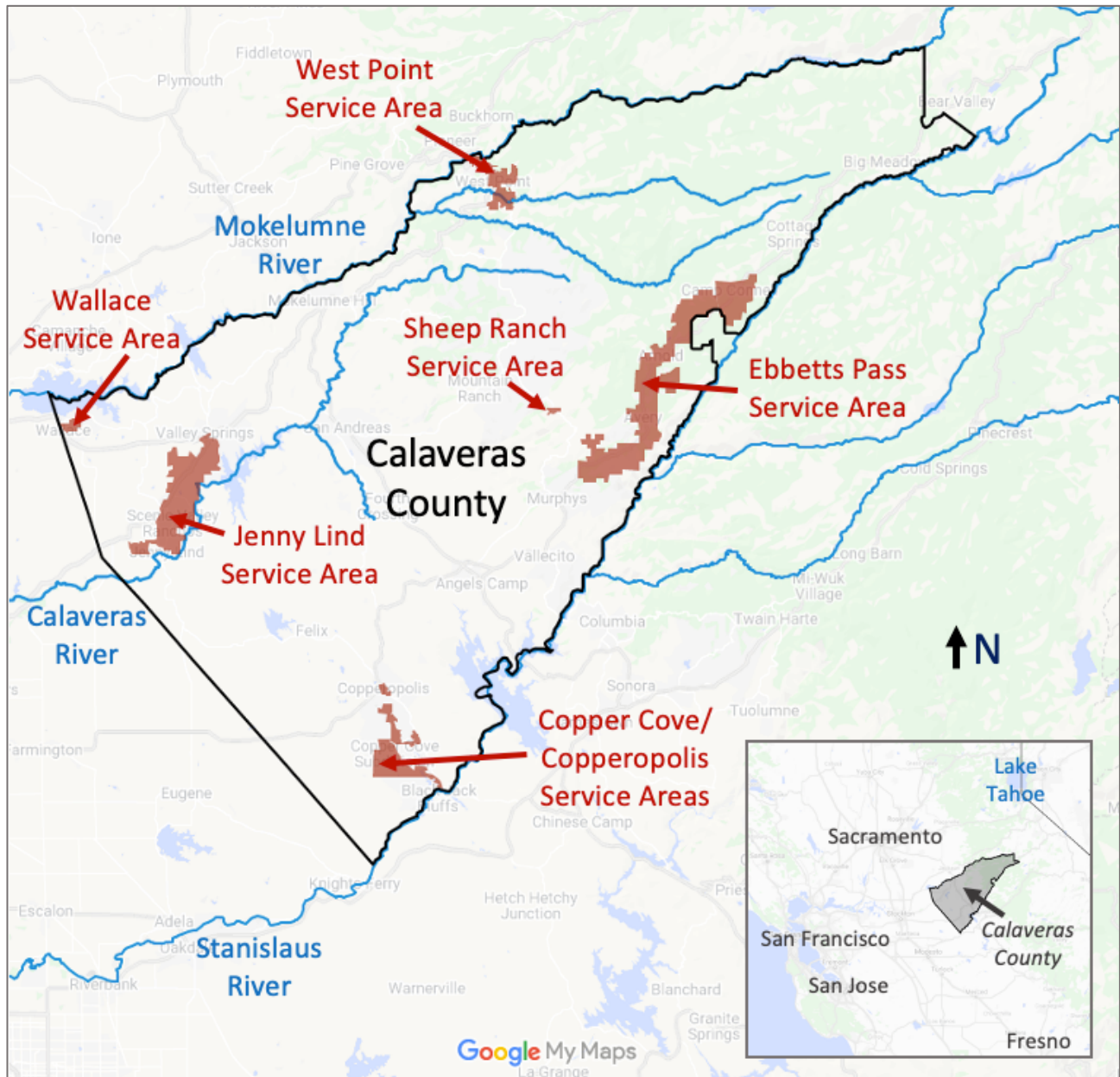


Figure 1. CCWD Map (County and Service Areas)

D. RELEVANT INFO

The following sub-sections outline some of CCWD's planning efforts and relevant info related to the requirements or concepts defined under AWIA. These reports and their supporting data and info will be provided to the selected Consultant to assist in development of the ERP.

D1. PUBLIC WATER SYSTEMS IDs (PWSIDs)

As mentioned in Section C, CCWD manages six water supply systems (service areas), as defined in Table 1. CCWD procures water supplies for these areas from one of four watershed sources, and/or their tributaries: 1) the Calaveras River, 2) the Stanislaus River, 3) the Mokelumne River, or 4) groundwater from portions of the Eastern San Joaquin Groundwater Subbasin (Subbasin) underlying the County. Each service area has a sole raw water intake to the area’s water treatment plant (WTP), used to supply that area’s customer demands and wholesale customers, if applicable. These sources and associated water systems are largely independent of one another with no interties, and each relies on separate diversion, storage, and use water rights⁴ providing the legal basis for CCWD’s water supplies. **CCWD envisions developing a single all-encompassing ERP which details the services areas, their risks and vulnerabilities identified in the RRA, and provides strategies and resources applicable to all systems or specific issues. CCWD’s ERP must cover the three service areas which meet the AWIA Small CWS threshold; however, CCWD will also consider proposals with an option to also assess the other service areas.**

Table 1. CCWD Service Area Details

Service Area Name	PWSID ¹	People Served (2020 Est)	Source
Copper Cove/Copperopolis Service Areas (Copper Cove)	CA0510017	5,187	Stanislaus
Ebbetts Pass Service Area	CA0510016	7,280	Stanislaus
Jenny Lind Service Area	CA0510006	9,861	Calaveras
Sheep Ranch Service Area	CA0510004	89	Big Trees Creek (Calaveras)
Wallace Service Area	CA0510019	255	Subbasin
West Point Service Area	CA0510005	1,043	Mokelumne

¹ US EPA certifications made by PWSID. Due to populations below AWIA Small CWS threshold in Sheep Ranch, Wallace, and West Point Service Area PWSIDs, certifications are not made for these service areas. Proposals for ERP Consultant services need not include these services areas, however, CCWD will consider proposals with an option to include these areas in the ERP assessment.

CCWD also has 12 wastewater service systems which are also disconnected and located throughout the County, but do not necessarily coincide with the water service areas referenced above. No tertiary treated wastewater, or “recycled water”, is used in CCWD’s service areas to supply drinking water to customers. As such, and given wastewater systems are not addressed by AWIA, CCWD’s wastewater infrastructure is not expected to be addressed in the ERP.

⁴ Details regarding the extents, limitations to, and permitted uses of CCWD’s water rights are provided in CCWD’s 2020 Urban Water Management Plan Update, available at: <https://ccwd.org/water-resources/>

D2. RISK & RESILIENCY ASSESSMENT (RRA)

Per the requirements of AWIA, CCWD developed and certified its RRA on June 24, 2021. The RRA effort required CCWD to review and identify the vulnerability and likelihood of threats to different components of its service areas, as categorized by US EPA. This included identifying risks to water supply systems from malevolent acts and natural hazards, the resilience of pipes and constructed works, and detailing the monitoring practices, financial infrastructure, handling of chemicals, operations, and maintenance of the CCWD's water supply systems. CCWD developed two RRA components in this effort, addressing all six water service areas, as follows:

1. Narrative portion providing an overview of CCWD facilities, risks, etc. This portion details the various service area infrastructure, operations, and broad (County-wide) risks and threats to local communities from natural hazards and malevolent acts.
2. US EPA-provided Assessment Checklists⁵, developed for each service area, based on a format outlining AWIA-defined Asset Categories and applicable hazards. All six Assessment Checklists included as Appendix to the narrative RRA document.

Because of the sensitive nature of the information contained in the RRA, distribution of the RRA is limited to those individuals involved in CCWD emergency planning and response activities. The selected Consultant will be provided a copy of the RRA. CCWD developed a 'Public Version' of the RRA with sensitive items redacted, for reference purposes and CCWD Board of Directors' review. A copy of the RRA Public Version is included in this RFP as Attachment 3, for reference purposes and to provide proposers a sense of the prior related work completed by CCWD. ***The non-Public Version of the RRA will not be distributed to applicants.***

D3. LOCAL HAZARD MITIGATION PLAN (LHMP)

CCWD's 2018 LHMP identifies several hazard and disaster events which may impact County resources and infrastructure. That plan also defines CCWD's mitigation measures meant to reduce vulnerabilities associated with these events, and provides information related to County response actions. The LHMP was developed per Federal Emergency Management Agency (FEMA) guidelines, in coordination with a Hazard Mitigation Planning Committee (HMPC) comprised of key CCWD, County, and regional representatives. Several of the concepts and analyses in the ERP are anticipated to borrow from broader LHMP materials. More information on the CCWD's LHMP and a copy of the latest plan is available online at: <https://ccwd.org/water-resources/>

D4. SDWA EMERGENCY RESPONSE PLANS

The Federal Safe Drinking Water Act (SDWA) §1433(b), as amended by the Public Health Security and Bioterrorism Preparedness Response Act of 2002 (Public Law 107-188, Title IV – Drinking Water Security and Safety), required CCWD to develop water supply

⁵ Small System Risk and Resilience Assessment Checklist forms, provided at: <https://www.epa.gov/wat/erresilience/small-system-risk-and-resilience-assessment-checklist>

system "Emergency Response Plans" (SDWA ERP). The SDWA ERPs incorporated the results of a then-current Vulnerability Assessment to identify plans, procedures, and equipment needed in the event of a terrorist attack on a water supply system. CCWD developed its SDWA ERPs in early-2004, certified completion with EPA, and submitted a copy to the local California Department of Health Services (CDHS) Drinking Water Field Operations Branch District Office (DWFO Office). Several of the malevolent act hazards and system response actions identified in the SDWA ERPs remain applicable to CCWD's current water systems. As such, many of the concepts and analyses in the ERP are anticipated to borrow from the earlier SDWA ERPs.

E. RFP SUBMISSION AND PROPOSAL CONTENTS

Proposal packages must adhere to the requirements set forth in this section. Failure to adhere to these requirements or to include conditions, limitations, or misrepresentations may be cause for rejection of a submittal. It is the proposer's responsibility to ensure proposal packages adhere to these requirements, are complete, and received by CCWD by RFP deadline of September 24, 2021 at 5:00 PST.

E1. PROPOSAL PACKAGE REQUIREMENTS

Proposal packages shall adhere to the following requirements:

- Use 8.5" x 11" paper sheets (fold outs are acceptable for charts, etc.) for printed hard copies.
- Font sizes must be large enough to be easily legible (shall not be smaller than 10 point), including for footnotes and notations.
- Limit to ten (10) pages including any text, figures, maps, and charts, but excluding resumes attachments.
- Deliver one (1) complete electronic copy and six (6) complete hard copies, in a single sealed envelope, to the following address:

Proposal Submission Address:

AWIA Emergency Response Plan RFP
Calaveras County Water District
120 Toma Court
San Andreas, CA 95249

E2. RFP CONTACT

CCWD's Water Resources Program Manager will serve as CCWD's primary Point-of-Contact (POC) for this RFP and for development of the ERP. Development of the ERP is a joint effort between CCWD's Water Resources and Operations Departments, with some support likely coming from CCWD's Administrative Services and Engineering Departments. Any questions, inquires, and matters of coordination regarding this RFP may be submitted to the primary POC (or secondary POC) using the information below:

Primary POC Contact Info:

Brad Arnold, PE
Water Resources Program Manager
Phone: (209) 754-3094
E-mail: brada@ccwd.org

Secondary POC Contact Info:

Damon Wyckoff
Director of Operations and Engineering
Phone: (209) 754-3306
E-mail: damonw@ccwd.org

E3. PROPOSAL CONTENTS

All responses to this RFP must contain the following information:

1. *Cover Letter:* Present the Consultant's understanding of AWIA requirements and the methodology which will be used to develop CCWD's ERP. Maximum of two-pages, including the name(s) and address(es) of the organization(s) submitting the proposal, together with the name, address, telephone and fax (if available) numbers, and e-mail address of the primary Consultant POC who will be authorized to represent the organization(s).
 - Cover Letter should also state the Consultant's acceptance of CCWD's Standard Agreement format, as provided in Attachment 2. If the Consultant wishes to propose any changes to the Standard Agreement, such changes should be outlined in the Cover Letter.
2. *Table of Contents*
3. *Consultant Qualifications:* Include a description of the Consultant's resources, experiences, and capabilities as they relate to developing AWIA-related plans (such as ERPs or RRAs)⁶, as well as resumes of the staff to be assigned to this project. This shall include the following information:
 - Firm organizational structure;
 - Staff background and qualifications;
 - Staff planned roles and responsibilities (for this or other AWIA-related plans⁵);
 - Quality control/quality assurance procedures (cost controls).
4. *Detailed Work Plan:* Describe the proposed approach and activities to be accomplished to ensure successful completion and certification of CCWD's ERP, including defining tasks and anticipated dates of completion of these tasks. Incorporate Key Deadlines indicated in Section B (Draft Deadline and Due Date). Work Plan shall include a one (1) page Gantt Chart or similar schedule figure with tasks and dates identified.
5. *Price Estimate:* Provide breakdown of costs by hour and by task contained in the Work Plan in Paragraph 4. Include a total "not to exceed" amount inclusive of ancillary costs, such as copying, travel, phone expenses, etc. CCWD reserves the right to negotiate the scope of work, overall price estimate, and hourly rates prior to entering

⁶ Or with other similar risk, resiliency, and emergency response planning efforts, such as those promoted by the American Water Works Association (AWWA).

a contract with the selected Consultant. *In this section, Consultants are required to indicate a 'Total Fee' proposed to CCWD for development of the ERP.*

- (Optional) Price Estimate may also include option to include Sheep Ranch, Wallace, and West Point Service Areas in development of the ERP.
6. *Experience Summary:* Description of knowledge and experience in developing AWIA-related plans⁵ for other agencies, regardless of agency size and service area, along with a discussion comparing similarities with this RFP. Include professional references, including agency contact name(s) and telephone number(s) for each example.

E4. RFP DISCLAIMERS

CCWD reserves the right to reject any or all responses received as a result of this RFP; extend the submission due date; to modify, amend, reissue, or rewrite this document; and, to procure any or all services by other means.

CCWD shall not be liable for any costs incurred by the Consultant for the preparation of proposal contents.

Submission of a proposal indicates acceptance by the Consultant of the conditions contained in this RFP unless clearly and specifically noted in the proposal submitted and confirmed in the contract between CCWD and the Consultant.

F. SCOPE OF SERVICES

The work will require the selected Consultant to perform the services as specified in Attachment 1.

G. SELECTION PROCESS

Evaluation of the proposal package, including all qualification statements, work plans, price estimate, and other contents specified in Section E, will consist of two steps identified below. The evaluation and Consultant selection committee will be comprised solely of CCWD staff from the Water Resources and Operations Departments.

1. Evaluation of proposals for purpose of identifying and ranking the most-qualified Consultants. Proposal review will focus on the following criteria:
 - *Proposal package organization (15%):* breadth and quality of services offered, compatibility with Scope of Services requested, and sufficient depth/capacity for workload. ***Adherence to proposal contents identified in Section E.***
 - *Project understanding and approach (25%):* demonstration of understanding and experience in preparing AWIA-related planning documents⁵, including the collection and analysis of infrastructure, operations, financial and IT (as needed), as required to develop an ERP. Detailed understanding of AWIA requirements and ability to develop concepts from CCWD's RRA.

- *Project schedule (20%):* thoroughness of project schedule and ability to develop and certify the ERP within key deadlines per Section B.
- *Total Fee (25%):* thoroughness of price estimate details and proposed Total Fee to perform services specified in Attachment 1.
- *Familiarity with County/local resources (15%):* given the complexity and diversity of CCWD responsibilities and the service areas, some familiarity with County issues or work with similar sized agencies is desired.

Note: CCWD typically does not provide feedback to unsuccessful applicants for specific RFPs, and additional consideration will not be given to follow-up materials or requests for revisions to rankings.

2. Negotiation of contractual details with the Consultant ranking as most qualified to perform the work specified in this RFP, including establishment of a Total Fee acceptable to CCWD. Contractual language will be based on the CCWD's Standard Agreement format (Attachment 2) unless proposed changes are identified by the Consultant in the proposal package Cover Letter, if acceptable to CCWD. CCWD reserves the right to choose to negotiate with another qualified proposing Consultant should CCWD not be able to negotiate the Total Fee and/or other conditions to its satisfaction.
3. Once selected by CCWD to move forward with this effort, the successful Consultant will be given a written 'Award of Contract' and 'Notice to Proceed'. Following RFP closure on September 24, 2021, it is anticipated that the Contract Award will be provided to the Consultant by October 1, 2021, with the Notice to Proceed provide by October 14, 2021, at the latest (but likely earlier). These dates are subject to change given timing of CCWD-Consultant negotiations, among other unanticipated factors.

H. ADDITIONAL NOTES

Any questions related to this RFP should be sent to CCWD's POCs identified in Section E2. Additionally, Consultants responding to this RFP should note the following:

- The selected Consultant shall be expected to perform and complete the project, the development of CCWD's ERP, in its entirety. Satisfactory completion of this project by the Consultant follows review of draft materials by CCWD and certification with US EPA.
- CCWD ensures that all Consultants interested in this RFP will be afforded full opportunity to submit proposal packages and will be considered for award. Applicants will not be discriminated against on the basis of staff race, color, national origin, ancestry, sex or religion in consideration leading to an award of contract. Selected Consultants shall be solely responsible to ensure against discrimination in their own employment practices as required by applicable State and Federal Equal Employment Opportunity laws.
- All proposals must be submitted, filed, made, and executed in accordance with State and Federal laws relating to proposals for contracts of this nature whether the same or expressly referred to herein or not. Any Consultant submitting a proposal will by such

action thereby agree to each and all terms, conditions, provision, and requirements set forth, contemplated, and referred to in the RFP, and other contract documents, and to full compliance therewith.

- All work performed by CCWD, including all documents and computer software files associated with development of the ERP, will become the exclusive property of CCWD. Proposals must indicate if the Consultant anticipates using software that is proprietary in nature and therefore cannot be legally released to CCWD.

ATTACHMENTS

1. Scope of Services
2. CCWD Standard Agreement Format
3. CCWD RRA Public Version

ATTACHMENT 1: SCOPE OF SERVICES

A1. SERVICE EXPECTATIONS

The Scope of Services for this RFP shall involve all necessary analyses, research, development, and documentation preparation to meet the AWIA-requirements for an ERP. The Consultant will ultimately be responsible for writing and certifying CCWD's ERP document and will be responsible for ensuring that the ERP meets all the requirements therein to satisfy CCWD's obligations under AWIA. The basic services required for developing the ERP will include, but are not limited to, staff interviews, data and info gathering, coordination with external agencies (e.g., California Department of Health Services local branch office) and CCWD review of draft documents.

A2. REFERENCE DOCUMENTS

The Consultant will be provided copies of the non-Public Version of CCWD's RRA, the 2018 LHMP, and the SDWA ERPs for each service area, and their supporting data and info (see Section D). Other background technical and planning information will also be made available to the Consultant to assist them in completion of the ERP. Some information provided or contained in the RRA or SDWA ERP documents may require updates or revisions to be applicable for the ERP, or to better match changes CCWD operational or physical conditions, as such, the Consultant will be expected to work closely with CCWD to determine which info/data are adequate for development of this ERP.

A3. SERVICES

The Scope of Services is comprised of the following tasks:

Task 1: Project Administration and Coordination

This task is for general project management as part of ERP development by the Consultant for CCWD.

The Consultant will be expected to meet with the CCWD POCs and staff throughout development of the ERP to discuss project parameters, scheduling constraints, and other relevant information regarding services by this RFP. The first of these meetings will be a 'kick-off' meeting following selection of the Consultant. The Consultant should also plan on monthly project update meetings with CCWD staff.

The Consultant shall prepare a detailed schedule of the project incorporating the key deadlines specified in Section B. It shall be the responsibility of the Consultant to review and become familiar with all pertinent data for completion of the ERP.

Task 2: Data Collection and Analysis

The Consultant shall collect information and data in order to put together a thorough ERP that details service area and County-wide emergency response actions for the risks and vulnerabilities detailed in CCWD's RRA. Necessary data and analyses for this task includes, but are not limited to:

- Surveys, interviews, meetings, and other outreach with CCWD staff individuals from the Operations Department, financial and IT personnel, and/or other involved in emergency planning and response activities.
- Organizing data from CCWD Operations Department related to chemical or equipment suppliers, infrastructure repair and replacement equipment, emergency response equipment, etc.
- Development of supporting tools and methods, including those from US EPA (e.g., Incident Action and Cybersecurity Incident Action Checklists) or the American Water Works Association (e.g., following 2019 Cybersecurity Guidance).
- Any other information the Consultant feels is necessary or beneficial to this task.

Task 3: Draft Report

The Consultant shall develop a draft ERP provided to CCWD for Water Resources Department and Operations Department staff review. This draft shall be provided in electronic Word format document form (.doc or .docx). *The draft report shall be completed by the Draft Deadline specified in Section B.*

Task 4: Final Plan and Deliverables

In conjunction with CCWD staff, the Consultant shall provide a final version of the ERP incorporating all edits and revisions identified during draft report review and addressing all comments. The final plan shall be provided to CCWD in electronic Word format document (.doc or .docx) and PDF formats. PDF copies of US EPA certification receipts for the PWSIDs (see Section D1) shall also be provided.

The Consultant shall also provide to CCWD all supporting documentation, in electronic formats as directed by CCWD staff, including, but not limited to, the following:

- Geographic Information Systems (GIS) files;
- Draft word processing files (e.g., Word documents);
- Draft database and other data management files (e.g., Excel documents);
- Documentation detailing any ERP assumptions;
- Documentation showing how calculations were derived;
- Responses from CCWD staff surveys, interviews, meetings, and other outreach.
- Any other data and/or information necessary for development of the ERP.

The Consultant should ensure that the Final Plan is submitted to CCWD, and the US EPA certifications are completed, by the December 23, 2021 Due Date.

ATTACHMENT 2: STANDARD AGREEMENT FORMAT

The following pages illustrate CCWD's Standard Agreement Format, intended as the basis for agreement with the Consultant to perform the services contemplated in this RFP. Per Section E, if the Consultant wishes to propose any changes to this format, such changes should be outlined in the proposal package Cover Letter.

**Professional Services Agreement
with
Calaveras County Water District
120 Toma Court
San Andreas, CA 95249
Telephone 209-754-3543 Fax 209-754-1120**

The terms on subsequent pages are incorporated in this document and will constitute a part of the agreement between the parties when signed.

To: _____

Phone: (____) _____ - _____ **Fax:** (____) _____ - _____

Date: _____ **Agreement No.** _____

Purchase Order No. _____

The undersigned Consultant offers to furnish the following: Provide the Calaveras County Water District (District) with _____, in accordance with the Scope of Work dated _____, 2021, attached hereto and incorporated herein as Attachment A.

Contract Price: Not to exceed \$ _____, at the rates specified in Attachment B.

Completion Date: Completed by _____, 20____.

For Technical Direction by the District: District project manager contact info below:

For Direction by Consultant: Consultant project manager contact info below:

Accepted: Calaveras County Water District **Consultant:** _____

By: _____ **By:** _____

Michael Minkler, General Manager **Name:** _____

Title: _____

Date: _____, 2021 **Date:** _____, 2021

Consultant agrees with Calaveras County Water District that:

- a. Hold-Harmless. When the law establishes a professional standard of care for the Consultant's services, to the fullest extent permitted by law, Consultant will indemnify and hold harmless Calaveras County Water District, its directors, officers, employees, and authorized volunteers from all claims and demands of all persons to the extent caused by the Consultant's negligence, recklessness, or willful misconduct in the performance (or actual or alleged non-performance) of the work under this agreement. Consultant shall defend itself against any and all liabilities, claims, losses, damages, and costs arising out of Consultant's negligent performance or non-performance of the work hereunder, and shall not tender such claims to Calaveras County Water District nor to its directors, officers, employees, or authorized volunteers, for defense or indemnity.
- b. Indemnification. Other than in the performance of professional services, to the fullest extent permitted by law, Consultant will defend, indemnify and hold harmless Calaveras County Water District, its directors, officers, employees and authorized volunteers from all claims and demands of all persons arising out the negligent or reckless performance of the work or furnishing of materials; including but not limited to, claims by the Consultant or Consultant's employees for damages to persons or property except to the extent caused by the negligence or willful misconduct or active negligence of Calaveras County Water District, its directors, officers, employees, or authorized volunteers.
- c. Workers Compensation. 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. A sole-proprietor exempt from the requirements to provide such coverage, with no employees or using no sub consultants, shall so certify on the form provided by the District.
- d. Professional Liability. Consultant will file with Calaveras County Water District, before beginning professional services, a certificate of insurance satisfactory to the Calaveras County Water District evidencing professional liability coverage of not less than \$1,000,000 per claim and annual aggregate, requiring 30 days notice of cancellation (10 days for non-payment of premium) to Calaveras County Water District. 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 Calaveras County Water District. The retroactive date (if any) is to be no later than the effective date of this agreement. Consultant shall maintain such coverage continuously for a period of at least three years after the completion of the contract work. Consultant shall purchase a one-year extended reporting period i) if the retroactive date is advanced past the effective date of this Agreement; ii) if the policy is canceled or not renewed; or iii) if the policy is replaced by another claims-made policy with a retroactive date subsequent to 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.

- e. General Liability. Consultant will file with Calaveras County Water District, before beginning professional services, certificates of insurance satisfactory to Calaveras County Water 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 30 days (10 days for non-payment of premium) notice of cancellation to Calaveras County Water District. The general liability coverage is to state or be endorsed to state "such insurance shall be primary and any insurance, self-insurance or other coverage maintained by Calaveras County Water District, its directors, officers, employees, or authorized volunteers shall not contribute to it". The general liability coverage shall give Calaveras County Water District, its directors, officers, employees, and authorized volunteers additional 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 Calaveras County Water 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.
- f. Insurance Notification. 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 Calaveras County Water District at least ten (10) days prior to the expiration date.
- g. Direction/Orders. Consultant shall not accept direction or orders from any person other than the General Manager or the person(s) whose name(s) is (are) inserted on Page 1 as "other authorized representative(s)," subject to the limitations of paragraph "Changes", below. An Amendment to this Agreement will be issued in writing, incorporating Consultant's scope and mutually agreed-upon price and estimated schedule for completion. A fully executed Revised Purchase Order incorporating the additional/changed scope and price, shall also be issued, with a copy provided to Consultant.
- h. Invoices. Consultant shall submit to the District monthly invoices for time and expenses subject to the contract limitation. Invoices shall reference the Purchase Order and project number shown on the purchase order form. Each invoice shall also include the total invoiced and paid to date, and the remainder outstanding. Invoices received without this information shall be returned to Consultant unpaid, for revision and re-submittal. Invoices shall be submitted to:

Calaveras County Water District
P.O. Box 846
San Andreas, CA 95249
Attn: Kelly Soulier-Doyle / kellys@ccwd.org

- i. Payment. Payment, unless otherwise specified, is to be 30 days after receipt of an invoice deemed acceptable in accordance with paragraph h., above, by Calaveras County Water District and its acceptance in meeting the criteria of this Agreement.

- j. Permits. Permits required by governmental authorities will be obtained at Consultant's expense, and Consultant will comply with applicable local, state, and federal regulations and statutes including Cal/OSHA requirements.
- k. Changes. 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 an Agreement Amendment executed by the General Manager of Calaveras County Water District.
- l. Progress of Work. Consultant shall perform the professional services promptly, diligently and in such manner and sequence as to assure the timely completion of other work dependent thereon and to permit completion of the professional services in a manner to ensure the work is completed on or before the Completion Date set forth above ("Schedule Requirements"). In this regard, Consultant shall at all times furnish and have available such sufficient and satisfactory equipment, materials, supplies and workers to perform the professional services in a prompt and timely manner in accordance with the timelines of this Agreement. In the event Consultant fails to perform the professional services in accordance with the Schedule Requirements, Consultant, at its own expense, shall provide additional equipment, work force, overtime or additional shifts so as to meet and maintain the Schedule Requirements. Consultant will pay all expenses and damages incurred by Owner resulting from the failure of Consultant to meet the Schedule Requirements, or abide by Contractor's instructions with regard to the Schedule Requirements, to Owner upon demand.
- m. Assignment. Consultant shall not assign, delegate, sublet, or transfer any interest in or duty under this Agreement without the express prior written consent of the Calaveras County Water District.
- n. Termination. District may terminate this Agreement with ten (10) days prior written notice to Consultant, and identifying the Consultant's final work date. In the case of such termination Consultant shall provide the Calaveras County Water District a final invoice for work performed and expenses incurred prior to termination within 30 calendar days following the final work date provided in the notice of termination. No additional invoices will be accepted nor charges paid by the Calaveras County Water District after this 30-day final invoicing period.
- o. Products. All work products resulting from this Agreement, including documents and reports, drawings, models, specifications, computer drawings and other electronic expression, and the like that may be drafted, assembled, compiled, or obtained by Consultant during the performance of assigned tasks, and delivered to the Calaveras County Water District as Consultant's work product shall be the property of the Calaveras County Water District for its exclusive use. Except as may be distributed in its original form, any modification or other reuse of such work product for purposes other than those intended by this Agreement shall be at the Calaveras County Water District's sole risk and without liability to Consultant.
- p. Provided Information. Calaveras County Water District shall furnish the Consultant with associated drawings (plan and section) of associated equipment and/or infrastructure as necessary.

- q. Third Parties. The services to be performed by Consultant are intended solely for the benefit of the Calaveras County Water District. No person or entity not a signatory to this Agreement shall be entitled to rely on the Consultant's performance of its services hereunder, and no right to assert a claim against the Consultant by assignment of indemnity rights or otherwise shall accrue to a third party as a result of this Agreement or the performance of the Consultant's services hereunder. Notwithstanding the foregoing Consultant understands and agrees that Calaveras County Water District will be submitting the report to various State and/or Federal agencies for their review. Consultant agrees that the agencies receiving the report may and will rely on its accuracy. Moreover this section in no way impairs Calaveras County Water District's rights to indemnity from Consultant as provided in this agreement, including any claims by third parties.
- r. Access to Records. Consultant shall provide access to the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
- s. Record Retention. Consultant shall retain all required records for three years after the Calaveras County Water District makes final payments and all other pending matters are closed.
- t. Modification. No waiver, amendment or modification of any term, provision, condition or covenant of this Agreement shall be effective unless set forth in writing, signed by the Parties hereto, and which specifically identifies such waiver, amendment or modification. Such waiver, amendment or modification shall be effective only to the extent identified in such writing.
- u. Independent Contractor Relationship. Consultant is and shall be an independent contractor of the District. Neither Consultant nor Consultant's employees shall be deemed to be employees or agents of the District. Nothing in this Agreement is intended to establish a partnership, joint venture, or agency relationship between the parties, and neither Consultant nor Consultant's employees are authorized to bind the District or make any representations on its behalf in any matter.
- v. Electronic Signatures. All parties agree to conduct this transaction electronically and use scanned or electronic signatures in accepting and conveying this agreement electronically by email or other electronic means, and therefore both parties acknowledge this agreement is accorded legal effect and binding on both parties.

Attachments

TBD

ATTACHMENT 3: RRA PUBLIC VERSION

The following pages contain CCWD's June 2021 RRA Public Version. Because of the sensitive nature of the information contained in the non-Public Version RRA, distribution of that version is limited to those individuals involved in CCWD emergency planning and response activities. The selected Consultant will be provided a copy of that version. This RRA Public Version, with sensitive materials redacted, is for reference purposes and to provide proposers a sense of the prior related work completed by CCWD.