



June 16, 2020

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**Subject: Request for Proposals (RFP) - Consulting Services for Development of a Business Continuity Program Plan and Emergency Operations Plan Update**

Ladies and Gentlemen:

The Contra Costa Water District (District) is soliciting proposals from firms interested in providing consulting services to the District for the development of a Business Continuity Program Plan (BCPP) and Emergency Operations Plan (EOP) update. Development of the BCPP and EOP update will be managed by the Operations and Maintenance Department, which requests that your firm submit a proposal as outlined in the following attachments:

- Attachment 1 – Project Description and Schedule
- Attachment 2 – Required Proposal Format
- Attachment 3 – Selection Criteria
- Attachment 4 – Preliminary Scope of Work Task List
- Attachment 5 – Cost Information
- Attachment 6 – District Standard Agreement for Professional Services
- Attachment 7 – List of Firms Receiving this Request for Proposal

Interested firms shall electronically submit the requested information by **4:00 pm on Thursday, July 9, 2020**, to James Larot ([jlart@ccwater.com](mailto:jlart@ccwater.com)). The proposal, including the cover letter and appendices, shall be in the form of a single file transmitted as an attachment to the email (10MB or less file size) or via a link to where the file can be downloaded. The email submitting the proposal shall include a description of the file being transmitted, number of pages, size of the attachment (if applicable), and the file name. In addition, cost proposal/information shall be submitted in a second email, which will only be opened once the qualifications portion of the review, and the interviews are complete. Failure to follow the above guidelines may result in rejection of the proposal. District staff will reply within one hour (M-F 8:00 am-5:00 pm) with an email to confirm receipt of the proposal.

A pre-proposal meeting will be scheduled and held online and with a call-in number on Wednesday, June 24, 2020. The time and details will be forthcoming. Questions may be submitted in writing by email to James Larot at [jlart@ccwater.com](mailto:jlart@ccwater.com) and received no later than Friday, June 26, 2020. Answers to questions will be shared with all firms listed in Attachment 7 of this RFP.

The District is an equal opportunity organization. The District will require that the successful Consultant pay Prevailing Wage Rates to all Consultant personnel performing work for which the Director has made wage determinations of Industrial Relations, pursuant to California Labor Code section 1770 et sequitur.

Request for Proposal – Consulting Services for BCPP Development and EOP Update

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This RFP does not commit the District to pay any costs incurred in the preparation and presentation of submittals or to select any interested firm that responds.

A copy of the District's Standard Agreement is provided in Attachment 6. If your firm takes any exception to the District's Standard Agreement, those exceptions must be noted in the proposal, and the District will evaluate their acceptability and may be considered in the selection of firms. The exceptions may or may not be negotiable at the discretion of the District. The District is not obligated to accept the lowest cost proposal and reserves the right to accept or reject any proposal, or combination of proposals.

If you have any questions concerning this project or would like to review the material, please contact James Larot at (925) 688-8393 or [jarot@ccwater.com](mailto:jarot@ccwater.com).

Sincerely,

*Peter T. Schoemann*

Pete Schoemann  
Director of Operations & Maintenance

PS/DH/cs

Attachments

cc: Rachel Murphy  
Jeff Quimby  
Brian Jackson  
Dave Huey  
Jill Mosley  
James Larot

## **ATTACHMENT 1**

### **PROJECT DESCRIPTION AND SCHEDULE BUSINESS CONTINUITY PROGRAM PLAN AND EMERGENCY OPERATIONS PLAN UPDATE**

#### **BACKGROUND**

As a public agency in the State of California, Contra Costa Water District (District) maintains a number of emergency response and management plans. The one plan that brings all of these response procedures and Emergency Operations Team (EOT) expectations together is the District-wide Emergency Operations Plan (EOP). The EOP provides a framework for directing District-wide responses to a broad scope of emergency situations. It supplements existing operational plans and emergency procedures and reflects CCWD's emergency operations policy. The District's current EOP was last updated in 2008 and is in need of a comprehensive review and update. A completely new EOP was drafted in 2020, but not finalized. Both will be provided for reference.

Additionally, a Business Continuity Program that includes a Business Continuity Program Plan (BCPP) written and administered is needed to help ensure continuity of the District's critical business functions to support emergency response and recovery of mission essential business functions and operations. The BCPP to be developed must provide a single, comprehensive framework to manage, mitigate and prepare for recovery following disasters and emergencies that threaten the District's infrastructure, operations, the environment, the public, and employees. The plan shall provide the structure for coordinating continuity and recovery activities among departments internally as well as integrate with the District's EOP. Due to the vital nature of the District's operations, especially in emergencies, it is imperative that organizational readiness be maintained. Therefore, the BCCP must be structured and developed in a manner to enable regular updates by the District. After it is developed, the District's BCCP will be regularly evaluated, updated, and refined for improvement to meet the District's changing needs.

#### **PROJECT DESCRIPTION**

##### Emergency Operations Plan Update

The purpose of this project is to provide a comprehensive update to the District's EOP. This will be a joint effort between the selected Consultant and District staff to provide a comprehensive review and update of the District's EOP. The current EOP was last updated in 2008 and needs a comprehensive review and update to provide a useful resource document for the District's Emergency Management Team and to comply with applicable state and federal standards, including the California Emergency Services Act, the California Standardized Emergency Management System (SEMS), the National Incident Management System (NIMS), the National Response Framework (NRF), and regulations including the Bioterrorism Act of 2002 and the recently enacted America's Water Infrastructure Act (AWIA) of 2018.

Further, the update should align the EOP with the current Contra Costa County Operational Area Plan, and similarly matched San Francisco Bay Area agencies to ensure common terminology to improve response during an emergency. The project should provide the District a final document that is complementary to all other aspects of the District's emergency response plans and provide the

District's customers with increased system reliability and improved response capability during times of local, regional, statewide or federal emergencies.

The project includes the following:

- Review the District's current EOP (2008) and draft EOP (2020) and identify areas requiring update to comply with applicable state and federal standards and regulations.
- Review the Contra Costa County Operational Area Plan and other Bay Area agency examples.
- Develop an update approach to ensure the updated EOP meets applicable standards and is aligned with the Contra Costa County Operational Area Plan.
- Work with District staff where applicable to update annexes and connections to other District plans such as Emergency Action Plans and Departmental Emergency Plans.
- Prepare a preliminary draft and final updated EOP.

#### Development of a Business Continuity Program Plan

The District's BCPP shall be developed in accordance with the guidelines of the American Water Works Association (AWWA) Business Continuity Planning for Water Utilities Guidance, National Fire Protection Association (NFPA), Department of Homeland Security (DHS), Federal Emergency Management Agency's (FEMA), and Disaster Recovery Institute International (DRII) guidance. The BCPP and associated Business Continuity Plans (BCPs) shall be designed to be sufficiently flexible for application in all types of events and any level of emergency (i.e. all-hazards approach).

The BCPP shall become the cornerstone of the District's BC Program. Departmental or Divisional BCPs shall provide specific information, a description of actions for response and recovery to a specific hazard.

The project includes the following:

- Review the District's current BCPs and identify areas requiring update to comply with applicable state and federal standards and regulations.
- Review examples the Business Continuity Program Plans of other Bay Area agencies.
- Develop an update approach to ensure the final BCPP meets applicable standards.
- Work with District staff where applicable to update annexes and connections to other District plans such as the EOP Update.
- Prepare a preliminary draft and final updated BCCP.
- Prepare a BCP template.
- Prepare a BCP for one of the District's groups or functions using the BCP template.

#### **TENTATIVE PROJECT MILESTONES**

Issue Request for Proposals	June 17, 2020
Online Pre-Proposal Meeting	June 24, 2020
Proposals Due	July 9, 2020
Conduct Online Interviews (if conducted)	July 14, 2020
Notify Consultants of Final Selection	July 17, 2020

Complete Consultant Agreement Negotiations  
Issue Notice to Proceed  
Complete EOP Update  
Complete BCPP  
Project Completion

July 27, 2020  
August 5, 2020  
September 30, 2020  
March 31, 2021  
June 30, 2021

**ATTACHMENT 2**

**REQUIRED PROPOSAL FORMAT  
BUSINESS CONTINUITY PROGRAM PLAN AND EMERGENCY OPERATIONS PLAN UPDATE**

The letter of transmittal accompanying the proposal shall contain the names of the project manager, and subconsultants that will perform work on the project. The lead firm shall be indicated if a joint venture is proposed. The office location(s) where the work will be performed shall be stated.

The proposal shall be limited to the following page lengths:

Letter of Transmittal .....	2 pages
Description for Sections 1-4 .....	6 pages
Exceptions to the District's Standard Agreement....	1 page
Resumes .....	2 pages (each)

The proposal shall include the following items:

**Section 1 – Approach to Work.** Using the Preliminary Scope of Work in Attachment 4 as a guide, describe proposed work tasks in sufficient detail to present the proposed method of approach. Discuss any unique ideas/concerns relating to the project. Information provided should focus on the approach to successfully complete the work. State any assumptions used in the approach and discuss any proposed changes to the Preliminary Scope of Work. Indicate estimated labor hours (by job title and/or team member name) needed to complete each work task and discuss proposed project management, quality assurance, and cost control techniques.

Provide a project schedule for the work showing task sequence, time required to complete each task, person hours by task, reviews, milestones and total project duration. The schedule should show how the Scope of Work will be accomplished within the identified time schedule. Explain how the proposed organization and schedule will make optimum use of resources. This schedule shall also include all necessary District workshops and review activities. (NOTE: Consultant shall allow a minimum of seven (7) business days for any District review activities.) Discuss any unique ideas/concerns relating to the project.

**Section 2 - Specialized Experience.** Indicate experience gained from recent work similar to the proposed project. Emphasize experience that will be applied to the proposed work and the firm's ability to complete the work within budget and on schedule. Describe the qualifications and availability of other professional, technical, and administrative resources that will be used to perform the work.

**Section 3 - Project Team.** Describe the project team and the estimated labor hours (by job title) of key staff committed to complete the work described in Section 1. Emphasize the specialized experience of specific individuals. Describe the anticipated level of District involvement. Key personnel that are included in the proposal must be committed for the duration of the project. Any substitutions or changes to the project team must be brought to the attention of and approved by the District.

**Section 4 – References.** Provide at least three references that can comment on the past performance of the firm(s) and key staff on a project comparable to the proposed work completed within the last five years. Please include brief descriptions of the project, consulting budget, start and end dates, roles of any

proposed team members, and the contact name and telephone numbers of a knowledgeable owner/client representative for any related projects that you wish to use as references.

**Section 5 – Appendices.**

- A. Exceptions to the District's Standard Agreement for Professional Services, if any.
- B. Resumes of key personnel and brochures.

**ATTACHMENT 3**  
**SELECTION CRITERIA**  
**BUSINESS CONTINUITY PROGRAM PLAN AND EMERGENCY OPERATIONS PLAN UPDATE**

Selection of the Consultant may be based on both the proposal and interview. The District may elect to select the Consultant based on the written proposal alone. If interviews are conducted, the evaluation of consultants shall be weighted 50 percent for the proposal and 50 percent for the interview.

**Proposal Evaluation Criteria (50 Percent of Score)**

1. **Approach to Work (20 Percent).** This includes the approach to the Project Description and Preliminary Project Scope outlined in Attachments 1 and 4, understanding of the project scope, project issues, level of effort, schedule of work, proposed project management and cost control techniques, quality assurance and unique/creative approaches to work.
2. **Specialized Experience and Capabilities (10 Percent).** This includes specialized experience directly relating to this project and evidence of ability to complete the work within schedule and on budget, and the depth of in-house or subconsultant support.
3. **Project Team (15 Percent).** This includes the commitment of key personnel (Project Manager, and Subconsultants) and their experience in the areas assigned.
4. **Overall Proposal Quality and Other Considerations (5 Percent).** This includes comments received from references, proposal quality, general responsiveness, clarity of presentation, and exceptions to the District's standard agreement, if any.

Proposal evaluation shall be based solely on information provided in this proposal. Be sure to include all relevant information and evidence of the firm's record of performance and ability to perform the work. As indicated above, the Approach to Work, Specialized Experience and Project Team are the key elements of this proposal.

**Interview Evaluation Criteria (50 Percent of Score, if conducted)**

The presentation duration shall be a maximum of 20 minutes and will be followed by approximately 20 minutes of District questions. At the beginning of the interview, the District would prefer to receive a small (8-1/2" by 11") flip chart style handout which should be a reduced duplication of the one used during the presentation.

1. **Presentation Content (10 percent).** This includes content of presentation, demonstrated ability to meet time constraints on previous projects, and presentation effectiveness.
2. **Project Team and Approach (20 percent).** This includes key staff committed to this project, time commitment of key staff, ability to interact with District personnel and project team qualifications and related experiences. Moreover, this includes the discussion of project

approach, project issues, and how the Consultant will concurrently complete the assigned project tasks on schedule and on budget, and with the highest quality.

3. **Questions and Answers (20 percent).** These will address technical and managerial experiences, creativity and communication skills, and other related questions regarding this proposal.

## **ATTACHMENT 4**

### **PRELIMINARY SCOPE OF WORK TASK LIST**

#### **BUSINESS CONTINUITY PROGRAM PLAN AND EMERGENCY OPERATIONS PLAN UPDATE**

The preliminary Scope of Work for the project is outlined in the following paragraphs. As part of the proposal, the Consultant shall prepare a detailed scope of work addressing each of the described tasks. The Consultant is encouraged to further define the tasks and/or propose modifications to the tasks that will enhance the project. The final Scope of Work will be determined during negotiations with the successful Consultant.

The following are general descriptions of the major work tasks:

##### Task 1 – Review of Existing Information

The purpose of this task is for the Consultant to develop a strong understanding of the District's EOP and other existing plans and will include a review of previous plans completed to date, as well as applicable District policies and procedures. The District will furnish information, including the current EOP and associated annexes, supplemental plans, current Emergency Action Plans (EAPs) and Departmental plans as well as the current Operational Area Emergency Plan. This information will be used to gain an understanding of the data and information for the District to support the update. The Consultant shall identify and request other information, as needed, from the District.

The recently enacted America's Water Infrastructure Act (AWIA) of 2018 has new risk and resilience requirements for utilities. The Consultant shall review and evaluate necessary changes to the District's EOP to satisfy this federal legislation.

Deliverable:

- Review all source documents of current EOP for use in preparing the update.
- Provide an overview of deficiencies and needs in the current plan based on comparative review of the documents described above.

##### Task 2 –Develop EOP Update Approach

The purpose of this task is to gain understanding of key areas of interest for the District and develop a clear approach for updating the current EOP. Meetings with stakeholders and subject matter expert staff may be required. This task will further refine the final plan approach based on findings from the document review and provide a roadmap for effective updates to the EOP.

Appropriate annexes to guide the District's emergency response.

Deliverables:

- Outline of the EOP document identifying sections requiring updates and any new sections.

##### Task 3 – Prepare Draft EOP

The Consultant shall prepare a comprehensive draft document following the outline developed as part of Task 2. A review meeting will be scheduled after the draft is received. The draft will be

reviewed by the project manager and appropriate staff and comments will be provided to the Consultant.

- All required sections shall comply with applicable federal and state guidelines, including the California Emergency Services Act, the California Standardized Emergency Management System (SEMS), the National Incident Management System (NIMS), the National Response Framework (NRF), and regulations including the Bioterrorism Act of 2002 and the recently enacted America's Water Infrastructure Act (AWIA) of 2018.
- Clear alignment with the Contra Costa County Operational Area Plan and similar matched San Francisco Bay Area agencies to ensure common terminology to improve response during an emergency.
- Appropriate annexes to guide the District's emergency response.

Deliverables:

- Prepare electronic copy of the draft EOP.
- Provide printable PDF version of the preliminary draft and all electronic files used in preparing the report (e.g., Microsoft Word and Adobe Acrobat).
- Receive and respond to comments.

#### Task 4 – Final Updated EOP

The Consultant shall complete the final EOP update, which shall address comments received on the draft EOP.

Deliverables:

- Provide printable PDF version of the final report and all electronic files used in preparing the report (e.g., Microsoft Word and Adobe Acrobat)

### **BUSINESS CONTINUITY PROGRAM PLAN (BCPP)**

The purpose of the District-wide Business Program Plan (BC Program Plan or BCPP) is to establish a written program and organizational structure to guide development of individual Business Continuity Plans (BCPs).

More specifically, the BCCP shall provide the framework for the following:

- Ensuring the District has a comprehensive program to mitigate or recover from business interruptions.
- Integrating with the District's EOP to use resources effectively and efficiently in an emergency.
- Mitigating measures to reduce the duration, severity, and pervasiveness of disruptions that may occur.
- Ensuring the continuous performance or rapid recovery of essential functions during an emergency.
- Minimizing confusion and enabling effective decisions in a time of crisis.
- Reducing dependency on specific personnel.
- Minimizing loss of data, revenue, and customers.
- Facilitating timely recovery of business functions.

- Maintaining the District's public image and reputation.

The BCPP is intended to minimize interruptions to continuity and recover the mission essential functions of the District as soon as possible.

The Emergency Operations Plan and Business Continuity Programs shall include preparing plans, conducting training and exercises, completing mitigation activities, and performing outreach efforts. The purpose of these activities is to prepare the District for emergency and business interruption events that may occur. These programs will be part of a continuous improvement process, which requires periodic review and revision.

The purpose of this BCPP is to support the overall mission of the District and to provide tools and procedures to maintain viable strategies for business continuity and recovery in the wake of an event that poses an unacceptable risk of business and/or operation disruption to the District.

#### Task 5 – Review of Existing Information

The purpose of this task is for the Consultant to develop a strong understanding of the District's existing BCPs and will include a review of previous plans completed to date, as well as applicable District policies and procedures. The District will furnish information, including the current EOP and associated annexes, supplemental plans, current Emergency Action Plans (EAPs) and Departmental plans as well as the current Operational Area Emergency Plan. The Consultant will have the responsibility to provide other agency example plans. This information will be used to gain an understanding of the data and information for the District to support the update. The Consultant shall identify and request other information, as needed, from the District.

Deliverable:

- Receive all source documents of current BCPs for use in developing the BCPP.

#### Task 6 – Meetings with Stakeholders

In order to gain an understanding of key areas of interest for the District and develop a clear approach for development of the BCCP, the Consultant shall schedule working meetings with District stakeholders and subject matter expert staff.

Deliverable:

- Meeting notes.

#### Task 7 –Develop BCCP Approach

The purpose of this task is to gain understanding of key areas of interest for the District and develop a clear approach for completing the BCCP as well as the key elements to include. The Plan shall address the following key items:

- Introduction – Addresses the purpose and scope of the program and associated plans, related policy, defining an incident, listing plan assumptions, and explaining how the BC Program integrates with the other emergency management programs and plan documents.
- Concept of Operations – Provides the structure and operational guidelines for using the BCPP and associated documents.
- Alert Notification, Activation, and Communication Procedures – Provides the procedure to quickly alert internal and external personnel of critical information.
- Mission Essential Functions – Discusses the District's mission essential functions and the process to identify and prioritize those Department functions that support mission essential functions.
- Critical Resources – Describes how to identify the resources that are critical to mission essential functions and addresses how to mitigate risks to ensure availability of those critical resources.
- Delegation of Authority – Provides the procedure for delegating authority in the event that normal approval levels need to be increased, supplemented or shifted.
- Succession Planning – Provides the plan in the event that key personnel are unavailable through leaves of absence, including near-term and long-term or permanent.
- Vital Records and Data – Outlines the process to identify records, data, and other information that is critical to mission essential functions.
- Alternate Facilities – Provides District-wide approach to alternative facilities in the event that key administrative or other operating facilities are impacted.
- Devolution – Provides a description of the process to transfer authority and responsibility for essential functions from one primary staff and facilities to other employees and facilities, and to sustain that operational capability for an extended period.
- Reconstitution – Provides the process for the District to return to normal operations.
- Training and Exercise Program – Outlines the District-wide approach to training and exercise program and the BC specific training and exercise requirements.

For the above training and exercise program, the Consultant shall codify said program, and not actually prepare the program. This task will further refine the final plan approach based on findings from the document review and provide a roadmap for developing the BCPP.

Deliverables:

- Outline of the BCPP document, which identifies key sections.

#### Task 8 – Prepare Draft BCPP

The Consultant shall prepare a comprehensive draft document following the outline developed as part of Task 2. The draft will be for reviewed by the project manager and appropriate staff and comments provided to the Consultant. The draft BCPP shall include the following:

- All required sections shall comply with applicable federal and state guidelines. The BCPP shall be written and administered in accordance with the guidelines of the American Water Works Association (AWWA) Business Continuity Planning for Water Utilities Guidance, National Fire Protection Association (NFPA), Department of Homeland Security (DHS), Federal Emergency Management Agency's (FEMA), and Disaster Recovery Institute International (DRII) guidance.
- The BCPP and associated Business Continuity Plans (BCPs) shall be designed to be sufficiently flexible for application in all types of events and any level of emergency (i.e., all-hazards approach).

- The BCPP and BCP template shall comply with current Business Continuity standards references, including:
  - The Water Research Foundation (WRF), under the American Water Works Association (AWWA) developed a draft Business Continuity Planning for Water Utilities: Guidance Document (2010) and BCP Template. The Guidance document shall serve as the primary format and content driver for the BCPP.
  - Federal Emergency Management Agency's (FEMA) Federal Preparedness Circular (FPC) 65, Federal Executive Branch Continuity of Operations (COOP), provides guidance to Federal Executive Branch departments and agencies for use in developing contingency plans and programs for COOP.
  - FEMA issued the CGC 1 – Continuity Guidance for Non-Federal Entities (States, Territories, Tribal and Local Government Jurisdictions and Private Sector Organizations). This guidance document presents the elements of a viable continuity capability and establishes good business practices to ensure that critical services will be available. The CGC 1 shall be used as guidance for definition of terms and contents of the BCPP documents.
  - FEMA CAT – Continuity Assistance for Non-Federal Entities (States, Territories, Tribal and Local Government Jurisdictions and Private Sector Organizations) (July 2009) provides guidance to identify continuity program strengths and areas for improvement. The CAT is a state level tool. FEMA also has the Continuity Evaluation Tool (CET), which is the federal level assessment tool for government agencies. The CAT was created to establish industry-wide benchmarks for the management, overall performance, and readiness of organizations that respond to a continuity event for agencies at a local level. This tool shall be used to examine the continuity capability of the organization by using the methods outlined in the CAT. The CAT shall be used to evaluate compliance and completeness with the FEMA requirements.
  - National Fire Protection Association (NFPA) 1600, Standard on Disaster/Emergency Management and Business Continuity Programs (2010) was developed through a process approved by the American National Standards Institute.
  - The ISO 22301 – Societal Security – Business Continuity Management Systems – Requirements is a standard for implementing a business continuity management system and continuously improving business continuity capabilities based on management priorities and feedback. ISO 23301 was developed based on BS 25999-2. The ISO 22301 standard shall be used as a benchmark for completeness.
  - The Homeland Security Exercise and Evaluation Program (HSEEP) is a capabilities and performance-based exercise program which provides a standardized policy, methodology, and terminology for exercise design, development, conduct, evaluation, and improvement planning. The District's emergency preparedness and business continuity exercises shall follow the guidelines of HSEEP.

Deliverables:

- Prepare electronic copy of the draft BCPP.
- Provide printable PDF version of the preliminary draft and all electronic files used in preparing the report (e.g., Microsoft Word and Adobe Acrobat).
- Receive and respond to comments.

### Task 9 – Final BCPP

The Consultant shall complete the final BCPP, which shall address comments received on the draft BCPP.

Deliverables:

- Provide printable PDF version of the final report and all electronic files used in preparing the report (e.g., Microsoft Word and Adobe Acrobat).

### Task 10 – BCP Template

The Consultant shall develop a BCP template for use by the District.

Deliverables:

- Provide all electronic files used in preparing the BCP template (e.g., Microsoft Word and Adobe Acrobat).

### Task 11 – Completion of one BCP

The Consultant shall prepare and complete a BCP for one of the District's groups or functions using the developed BCP template. The District will choose the group or function.

Deliverables:

- Provide printable PDF version of the final BCP and all electronic files used in preparing the report (e.g., Microsoft Word and Adobe Acrobat).

### Task 12 – Project Management

This task will involve the day-to-day administrative, technical, and financial management of project activities. Periodic progress meetings, communications, and coordination necessary to execute the project shall be completed as part of this task.

### Task 13 - Additional Services

Depending upon District needs, the Consultant may assist with additional services, as needed. Tasks may include further updates to the EOP, BCPP evaluation, exercises, tracking, or administration, development of a training program for staff, or further document preparation tasks. The Consultant may provide recommendations.

Task 13 will also cover any unforeseen updates resulting from the recently enacted America's Water Infrastructure Act (AWIA) of 2018 federal legislation and its requirements.

## **ATTACHMENT 5**

### **COST INFORMATION**

#### **BUSINESS CONTINUITY PROGRAM PLAN AND EMERGENCY OPERATIONS PLAN UPDATE**

One copy of the following information is to be submitted electronically in a separate second email from the proposal:

- The overhead rate as a percentage of direct labor for this project.
- The markup on other direct costs including subconsultants.
- An estimate of other direct costs by item.
- An estimate of total cost not to exceed ceiling for performing the work.

**NOTE:** *This information does not constitute a bid but ensures that a detailed review of the merits of the proposal is complete before cost information is reviewed.*

**ATTACHMENT 6**

**BUSINESS CONTINUITY PROGRAM PLAN AND EMERGENCY OPERATIONS PLAN UPDATE**

**CONTRA COSTA WATER DISTRICT  
Standard Services Agreement**

THIS AGREEMENT for services is between Contra Costa Water District ("District") and \_\_\_\_\_ (the "Consultant"). Consultant's address is \_\_\_\_\_, telephone \_\_\_\_\_, and fax number \_\_\_\_\_. Consultant is a [ ] corporation, [ ] partnership, [ ] sole proprietor, having taxpayer's identification number \_\_\_\_\_.

1. The Agreement. District and Consultant agree that Consultant shall provide \_\_\_\_\_ and shall perform these services for District on the terms and conditions herein set forth in connection with District's project number \_\_\_\_\_ for \_\_\_\_\_. The specific scope of services, and any special performance conditions are defined in Attachment A - Scope of Work.

The following documents are attached hereto and are a part of this Agreement:

- Attachment A - Scope of Work
- Attachment B - Consultant's Rates and Charges

This Agreement, including said attachments, constitutes the entire agreement between the parties and supersedes any prior proposals, representations, or understandings. This Agreement may be modified only by a written amendment signed by each party.

2. Time of Performance. Unless otherwise stated in Attachment A, Consultant is authorized to commence performance of this Agreement upon its execution by District. Consultant shall complete all services covered by this Agreement no later than \_\_\_\_\_, unless this date is extended by District in writing. At the District's discretion, the District may extend the term of the Agreement. Should the District elect to extend this Agreement through \_\_\_\_\_, there shall be no change to the terms and conditions of this Agreement (other than to the time of performance).

3. Payment. Consultant shall at convenient intervals not more frequent than monthly submit itemized statements of services performed at the rates and charges in Attachment B. District shall pay for work satisfactorily performed within thirty (30) days after receipt of a statement. Without the prior written approval of the District, the total amount payable by District for Consultant's services pursuant to this Agreement shall not exceed \$\_\_\_\_\_ for the period from \_\_\_\_\_ to \_\_\_\_\_, and \$\_\_\_\_\_ for the period from \_\_\_\_\_ to \_\_\_\_\_ upon extension of the Agreement.

4. Consultant an Independent Contractor. Consultant shall perform the consulting services under the Agreement as an independent contractor and not as an employee of District. Consultant shall be wholly responsible for the methods of performance. District shall have no right to supervise or control Consultant's performance but shall have the right to observe it. Consultant shall work closely with District in performing the services.

5. Insurance.

A. Without in any way limiting Contractor's liability pursuant to the "Indemnification" section of this Agreement, Contractor must maintain in force, during the full term of the Agreement, insurance in the following amounts and coverage:

(1) Workers' Compensation, in not less than statutory amounts, with Employers' Liability Limits not less than \$1,000,000 each accident, injury, or illness; and

(2) Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations; and

(3) Commercial Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable; and

(4) Professional liability insurance, applicable to Contractor's profession, with limits not less than \$1,000,000 each claim with respect to negligent acts, errors or omissions in connection with professional services to be provided under this Agreement.

B. Commercial General Liability and Commercial Automobile Liability Insurance policies must be endorsed to:

(1) Name as Additional Insureds, Contra Costa Water District and its respective Directors, Officers, Agents, and Employees.

(2) Provide that such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought.

C. Regarding Workers' Compensation, Contractor hereby agrees to waive its rights to subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of Contra Costa Water District for all work performed by the Contractor, its employees, agents and subcontractors.

D. All policies shall provide thirty days' advance written notice to Contra Costa Water District of reduction or nonrenewal of coverage or cancellation of coverage for any reason.

E. Should any of the required insurance be provided under a claims-made form, Contractor shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of four years beyond the expiration of this Agreement, to the effect that, should occurrences during the contract term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.

F. Before commencing any work under this Agreement, Contractor shall furnish to Contra Costa Water District certificates of insurance and additional insured policy endorsements with insurers with

ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory to Contra Costa Water District, in form evidencing all coverage set forth above. Failure to maintain insurance shall constitute a material breach of this Agreement.

G. Approval of the insurance by District shall not relieve or decrease the liability of Contractor hereunder.

H. If a subcontractor will be used to complete any portion of this agreement, the Contractor shall ensure that the subcontractor obtains all necessary insurance, which shall name Contra Costa Water District, and its respective directors, officers, agents and employees and the Contractor as Additional Insureds.

6. Payment of Prevailing Wages. If any personnel of Consultant or a subcontractor of Consultant performs work under the Agreement for which a general prevailing wage has been determined by the Director of the Department of Industrial Relations, Consultant or subcontractor shall pay the prevailing wage for such work and shall comply with all applicable provisions of the California Labor Code Section relating to public works (Section 1720 et. seq.). Copies of such wage rates are on file at the District's principal office. For questions regarding this section, Consultant should visit [www.dir.ca.gov/oprl/pwd/index.htm](http://www.dir.ca.gov/oprl/pwd/index.htm) or call the Department of Industrial Relations at (415) 703-4774.

The general prevailing wage rates for such work which establish minimum wages for this Agreement shall be posted by Consultant in a prominent place at the site where such work is performed. Consultant shall comply with all of the provisions of Section 1775 of the Labor Code relative to penalties paid to the District regarding wage under- payments to workers employed under this Agreement, and Consultant shall comply with all of the provisions of Section 1776 of the Labor Code regarding payroll records requirements.

7. Abandonment by Consultant. In the event the Consultant ceases performing services under this Agreement or otherwise abandons the project prior to completing all of the services described in this Agreement, Consultant shall, without delay, deliver to District all materials and records prepared or obtained in the performance of this Agreement, and shall be paid for the reasonable value of the services performed up to the time of cessation or abandonment, less a deduction for any damages or additional expenses which District incurs as a result of such cessation or abandonment, such as expenses associated with obtaining substitute services.

8. Records and Documents. Upon request, and at no additional charge, Consultant shall deliver to District all records, data, and reports prepared or obtained in the performance of the Agreement, which shall become and remain the property of District. This includes, but is not limited to, all materials and records of a finished nature, such as final plans, specifications, and maps prepared or obtained in the performance of this Agreement, and all materials of a preliminary nature, such as survey notes, sketches, preliminary plans, computations and other data prepared or obtained in the performance of this Agreement.

9. Right to Audit. Consultant shall permit District and its authorized representatives to examine, re-examine, make excerpts, transcribe and copy Consultant's books, documents, papers, materials, payrolls, records, accounts, computer disks, tapes and any and all data relevant to the Agreement at any reasonable time within three years after final payment under the Agreement. Consultant shall also permit District and its authorized representatives to audit and verify statements, invoices, or bills submitted by Consultant pursuant to the Agreement. Consultant shall provide such assistance as may be reasonably required in the course of such examination and audit.

10. Safety and Compliance with Laws and Regulations. In performing this Agreement, Consultant shall comply with all applicable laws, statutes, ordinances, rules and regulations whether federal, state or local in origin.

Consultant shall also comply with the Contra Costa Water District Contractor/Consultant Safe Practices Handbook (Handbook) at all times when present on District property or at the site(s) of public works being installed, altered, repaired or removed for the District. Consultant has been provided a copy of the Handbook which is also available at <https://www.ccwater.com/DocumentCenter/View/124/Contractors-Safe-Practices-Handbook-pdf>. Immediate and appropriate corrective action by District, up to and including termination of this Agreement, will be implemented as warranted for any failure to comply with the Handbook. Consultant shall provide copies of the Handbook to all Sub-Consultants/Sub-Contractors.

Pursuant to Contra Costa Water District Administrative Procedure XII-4 entitled Equal Employment Opportunity; Prohibition of Discrimination, Harassment, Retaliation and Abusive Conduct (AP XII-4), the District is an equal employment opportunity employer. The District does not tolerate discrimination, harassment, retaliation, and abusive conduct. Consultant has been provided a copy of AP XII-4 which is also available at: <https://www.ccwater.com/DocumentCenter/View/973/XII-4-Equal-Employment-Opportunity-pdf>. In performing this Agreement, Consultant shall comply with AP XII-4 and shall not allow its employees and/or agents to discriminate, harass, or allow harassment, retaliation, or abusive conduct by or against any person or persons. Immediate and appropriate corrective action by District, up to and including termination of this Agreement, will be implemented as warranted for any and all such reported misconduct. Consultant shall provide copies of AP XII-4 to all Sub-Consultants/Sub-Contractors.

11. Breach, Error, and Omission. In the event that Consultant fails to perform any of the services described in this Agreement or otherwise breaches this Agreement, District shall have the right to pursue all remedies provided by law or equity. Consultant shall exercise the same degree of care, skill, and diligence in the performance of the Agreement as would be exercised by a reasonable professional performing similar work under similar circumstances, and shall, at no cost to District, re-perform services which fail to satisfy this standard of care. In addition, any costs incurred by the District (including but not limited to additional design and administrative costs, to the extent that such costs are recoverable under California law) and used to correct deficiencies caused by the Consultant's errors and omissions shall be borne solely by the Consultant. The District is relying upon the Consultant's qualifications concerning the services furnished under this agreement, and therefore the fact that the District has accepted or approved the Consultant's work shall in no way relieve the Consultant of these responsibilities.

12. Endorsement on Plans. All work of an engineering nature shall bear the stamp and signature of an engineer registered in the State of California.

13. Indemnification. If an action is filed in which it is claimed or alleged that any damages, injuries, or deaths arose out of, pertained to, or related to negligent acts, errors or omissions, recklessness, or willful misconduct of Consultant (or any person or organization for whom Consultant is legally liable), in the performance of the services for District, Consultant agrees, at its own expense, to defend District and its Directors, officers, employees, and agents; provided, however, that no settlement of a claim shall be made without the consent of District.

To the extent permitted by law, Consultant shall indemnify District and its Directors, officers, employees, and agents from any and against all claims, demands, costs, including reasonable attorney's fees, and liability for

any damages, injuries, or deaths arising directly or indirectly from, or connected with, the services provided under this Agreement and due to, or claimed or alleged to be due to, negligence, recklessness, or willful misconduct of Consultant (or any person or organization for whom Consultant is legally liable). Consultant will reimburse District for any expenditures, including reasonable attorney's fees, District may make by reason of such matters and, if requested by District, will defend any such suits at the sole cost and expense of Consultant.

To the extent permitted by law, Consultant shall also indemnify the District and its Directors, officers, employees, and agents, against any and all claims, demands, costs and expenses at law or in equity including reasonable attorney's fees, and liability, suffered or incurred on account of, or that may at any time arise out of, or are in any way connected with, any breach by Consultant, or its employees, agents, subconsultants, or subcontractors, of the obligations, covenants, or any other provisions of this Agreement.

This Section shall survive any expiration or termination of this Agreement.

14. Confidentiality. Consultant shall treat any information it may come to have relating to the Agreement with confidence, revealing information to third parties only with prior written approval of District.

15. Assignment. The Agreement shall not be assignable or transferable in whole or in part by Consultant, whether voluntarily, by operation of law, or otherwise; provided, however, that Consultant with the prior written consent of District may subcontract that portion of the services for which Consultant does not have the facilities to perform so long as Consultant receives written approval from the District of the qualifications of the subcontractor or sub-consultant qualifications prior to execution of this Agreement. Any other purported assignment, transfer, or subcontracting shall be void. Nothing in the Agreement shall be construed to give any right or benefit to anyone other than District and Consultant.

16. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

17. Termination. District may terminate this Agreement at any time by thirty (30) days prior written notice to Consultant. Upon termination, District shall pay Consultant for all amounts due for services rendered up to the date of termination.

IN WITNESS THEREOF, the parties hereto have made and executed this Agreement as of the day and year written below.

**CONTRA COSTA WATER DISTRICT**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Name: Steve Welch  
Title: General Manager

**CONSULTANT:** \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_

Title: \_\_\_\_\_

**APPROVED AS TO FORM:**

\_\_\_\_\_  
District Legal Counsel

**Consulting Services Agreement**  
**Between Contra Costa Water District (“District”) and**  
\_\_\_\_\_ **(“Consultant”)**

**SCOPE OF WORK**

Any work or services in addition to the work or services described in this Attachment shall be performed by Consultant according to the rates or charges listed in Attachment B. In the event that no rate or charge is listed for a particular type of extra work, Consultant shall not be entitled to compensation for extra work unless a written authorization or Amendment describing the work and payment terms has been executed by the District prior to the commencement of the extra work.

Consultant shall provide:

- (Briefly describe service or services)

District shall provide the following services and facilities:

- (Describe District obligations, if any)

**EXAMPLE**

Consultant shall provide financial and banking services, meeting facilitation, and planning study services that may include the following without limitation:

- Provide information on matters concerning urban development in East Contra Costa County, related to the impacts of potential needs for water services.
- Revise and update information in the Draft East County Water Services Status Report.
- Provide information concerning circulation, transmission, and distribution systems

District shall provide the following services and facilities:

- Timely access to land for field work;
- Reports, contracts, maps, and other data in District's possession necessary for completion of the services.

Consulting Services Agreement  
Between Contra Costa Water District (“District”) and  
\_\_\_\_\_ (“Consultant”)

CONSULTANT’S RATES AND CHARGES

Position Title (Additional description, if necessary)     \$\_\_\_\_\_ per hour

Position Title (Additional description, if necessary)     \$\_\_\_\_\_ per hour

Position Title (Additional description, if necessary)     \$\_\_\_\_\_ per hour

\* If overtime is anticipated, it is assumed to be at the same hourly rate unless otherwise noted in this Attachment.

**ATTACHMENT 7**

**LIST OF FIRMS RECEIVING THIS REQUEST FOR PROPOSAL**

**BUSINESS CONTINUITY PROGRAM PLAN AND EMERGENCY OPERATIONS PLAN UPDATE**

Jack W. Moyer  
AECOM Technical Services | URS Corporation  
1600 Perimeter Park Drive, Suite 400  
Morrisville, North Carolina 27560  
Direct – (919) 461-1472  
Cellular – (919) 308-6315  
[jack.moyer@aecom.com](mailto:jack.moyer@aecom.com)

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Black & Veatch  
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(925) 949-5985  
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(415) 813-9305 cellular  
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(916) 813-3501 cellular  
[Allan.Scott@hdrinc.com](mailto:Allan.Scott@hdrinc.com)

Robert DeLoach  
DeLoach and Co.  
President  
(951) 206-5886  
[robertadeloach@gmail.com](mailto:robertadeloach@gmail.com)