

REQUEST FOR QUALIFICATIONS

For

On-Call Geotechnical Consulting Services

Dougherty Valley Geologic Hazard Abatement District

Issued: September 8, 2020

SOQ Deadline: October 13, 2020 at 2:00 p.m.

to

**District Clerk
San Ramon City Hall
7000 Bollinger Canyon Road
San Ramon, CA 94583**



**Maria Fierner, PE
Deputy District Manager**

**DOUGHERTY VALLEY GEOLOGIC HAZARD ABATEMENT DISTRICT
REQUEST FOR QUALIFICATIONS**

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DOUGHERTY VALLEY GEOLOGIC HAZARD ABATEMENT DISTRICT REQUEST FOR QUALIFICATIONS

The Dougherty Valley Geologic Hazard Abatement District (“**DV GHAD**”) requests a statement of qualifications (“**SOQ**”) from qualified individuals or firms (individually, a “**Respondent**” and collectively, “**Respondents**”) for On-Call Geotechnical Consulting services.

1. ABOUT THE DV GHAD

The DV GHAD is an independent governmental organization, which was formed for the purpose of preventing, mitigating, abating, and controlling geological hazards. The City Council members serve as the DV GHAD Board of Directors and the District is managed by City staff. The DV GHAD boundaries include the West Branch area, located at Crow Canyon Road and Dougherty Road, Old Ranch Summit, and the Dougherty Valley, totaling approximately 2,767 acres of open space. Funding for the DV GHAD is obtained through an annual assessment on properties located within the DV GHAD boundaries. Additional information about the DV GHAD is available online at <http://www.sanramon.ca.gov/cms/one.aspx?portalId=10826130&pageId=12093244>.

2. THE SERVICES

A. Summary. The DV GHAD requires on-call geotechnical consulting services (“**Services**”) for geotechnical and geological monitoring, landslide and erosion repair, creek bank monitoring and repair, related services during construction, and other related work.

B. Form of Agreement. A copy of the DV GHAD’s standard Professional Services Agreement (“**Agreement**”), is attached hereto as **Attachment A** and incorporated herein. By submitting an SOQ, the Respondent agrees to enter into the Agreement using the attached form with no exceptions to the form of the Agreement.

C. Scope of Services. The required Scope of Services is attached hereto as **Attachment B** and incorporated herein. By submitting an SOQ, the Respondent represents that it is fully qualified and available to provide the Services as set forth in the Scope of Services, and that it agrees to provide those Services as specified if it is awarded the Agreement, which will attach and incorporate the Scope of Services.

3. REQUEST FOR QUALIFICATION PROCEDURES

A. Requests for Information. Questions or objections relating to the RFQ, the attachments hereto, the RFQ procedures, or the required Services may only be submitted via email to Chen-hsuan (Shane) Hsieh, Associate Engineer, at

chsieh@sanramon.ca.gov by 5:00 p.m., September 29, 2020 (the “**Request for Information Deadline**”). Any questions or objections that are not submitted in the manner specified and by the Request for Information Deadline will be deemed waived. DV GHAD will not be bound by the oral representations of any DV GHAD officials, employees, or representatives.

B. Pre-Submittal Meeting. Will not be held.

C. Submittal Instructions. SOQs must be **received** by the DV GHAD by or before October 13, 2020 at 2:00 p.m. (“**SOQ Deadline**”). Respondent must submit one original and four (4) identical copies of the SOQ in a sealed envelope labeled with Respondent’s name and return address, marked “SOQ for DV GHAD On-Call Geotechnical Consulting Services,” and addressed as follows:

District Clerk
 City of San Ramon
 7000 Bollinger Canyon Road
 San Ramon, CA 94583

The SOQ may be hand-delivered, sent via overnight delivery, or by regular mail, provided that it is received by the DV GHAD no later than the SOQ Deadline. Late submissions will be disregarded.

D. Planned RFQ Schedule. The following schedule is provided for planning purposes based on current information. However, all dates are subject to revision, including the SOQ Deadline, and may be amended by addenda to this RFQ:

ACTIVITY	PLANNED DATES/TIME
RFQ Issued	September 8, 2020
Pre-Submittal Meeting	N/A
Request for Information Deadline	September 29, 2020 – 5:00 p.m.
SOQ Deadline	October 13, 2020 – 2:00 p.m.
Interviews (if requested by DV GHAD)	November 10, 2020
Notice of Selection	November 20, 2020
Council Approval and Award	December 8, 2020
Commence Services	January 1, 2021

E. Addenda. DV GHAD reserves the right to issue addenda to modify the terms and conditions of this SOQ, including modifications to the SOQ Deadline or to the Attachments to this SOQ. Addenda will be posted on the City of San Ramon’s website at http://www.sanramon.ca.gov/our_city/bids_rfp. Each Respondent is solely responsible for checking the City’s website for addenda, and for reviewing any and all addenda before submitting its SOQ.

4. SOQ REQUIREMENTS

Each SOQ must be submitted in compliance with the requirements of this RFQ. Each SOQ must respond to the items listed below. *Clarity and brevity are preferable to volume.* Do not attach brochures or promotional materials to the SOQ. SOQs should not exceed 30 one-sided pages, excluding any tabs or dividers. However, resumes may be included in an appendix and not counted in the total page count. By submitting an SOQ, the Respondent agrees that the pricing and proposed approach to providing the Services, including staffing, constitute a firm offer to enter into the Agreement with the DV GHAD, and that the offer will remain open for 60 days following the SOQ Deadline.

A. Cover Letter. Provide a brief cover letter that includes all of the following information:

- (1) Respondent's name, address, phone number, and website address;
- (2) type of organization (e.g. corporation, partnership, etc.);
- (3) a summary of general information about Respondent and the types of services it provides in relation to the Services required by the DV GHAD; and
- (4) contact information, including name, title, address, phone number, and email, of Respondent's primary representative for purposes of this RFQ.

The cover letter must be signed by a representative that is authorized to bind Respondent by contract and must state his or her name, title, and email address.

B. General Qualifications. Provide a brief description of the Respondent's business, including the number of years in business under the current name. Describe the size of the business, including total number of employees and offices, and identify and briefly describe each local office that will be involved in providing the Services if awarded the Agreement. Describe how and why Respondent is qualified to provide the Services.

C. Experience. Identify services Respondent has provided in the last five years that are similar in scope and nature to the Services required by this RFQ, particularly with respect to services provided to other cities or public agencies. For each example, provide (1) a brief description of the services provided, (2) an explanation of why this experience is relevant to the required Services, and (3) the name and address of the contracting agency, including contact information for a reference check (name, title, phone number, and email address).

D. Staffing. Identify by name and title Respondent's key personnel that will be assigned to provide the Services and for each, include a resume with his or her education, training, and experience. Identify by name, address, and website, each subconsultant or subcontractor, if any, that will be involved with providing the Services, including the proposed role for each such subconsultant or

subcontractor. Include all applicable license numbers for any license required to perform the Services.

E. Price. Provide a detailed schedule of charges that is fully inclusive of all costs to provide the Services, including hourly billing rates, all labor, materials, equipment, supplies, the insurance required under the terms of the Agreement, travel fees, etc.

F. Proposed Approach. Briefly describe Respondent's proposed approach to providing the Services and how that approach will offer value to the DV GHAD.

5. EVALUATION

The factors that the DV GHAD will consider in evaluating SOQs are as follows:

- General qualifications 1-15 points
- Relevant experience 1-15 points
- Proposed staffing 1-15 points
- Pricing 1-15 points
- Proposed approach 1-15 points
- Responsiveness 1-15 points
- References 1-10 points
- Interview (if requested) 1-100 points

6. SELECTION AND AWARD

A. Review. SOQs will be reviewed for responsiveness and evaluated and ranked based on the factors listed in Section 5, above. When the evaluation is complete, the SOQs will be ranked based on total scores to identify the SOQ that is the most advantageous to the DV GHAD. Acting in its sole discretion, the DV GHAD may elect to conduct interviews, either in person or remotely with shortlisted Respondents.

B. Award. The DV GHAD will award the Agreement, if at all, to the Respondent(s) that are determined by the DV GHAD, acting in its sole discretion, to offer the most advantageous SOQ to the DV GHAD based on the DV GHAD's review, as outlined above. DV GHAD staff will submit its recommendation to the DV GHAD Board of Directors or the awarding officer, as applicable, for award of the Agreement to the Respondent(s) that it determines to offer the most advantageous SOQ. The Respondents will be notified of staff's intended recommendation by a Notice of Selection which will be posted on the City's website at http://www.sanramon.ca.gov/our_city/bids_rfp, and which may also be emailed to each Respondent that submits an SOQ.

C. Protest Procedures. Any protest challenging the DV GHAD's intended selection or the selection process must be submitted no later than 5:00 p.m., on

the fifth business day following the date of the Notice of Selection. The protest must be submitted in writing via email to District Clerk, at cityclerk@sanramon.ca.gov, and must clearly specify the basis for the protest. The protest will be reviewed by the Deputy District Manager, in consultation with the District Council's Office, and their determination on the protest is final. No public hearing will be held on the protest. Time being of the essence, the DV GHAD reserves the right to proceed with award of the Agreement and commencement of the Services notwithstanding any pending protest or legal challenge.

7. MISCELLANEOUS

A. Disclaimers and Reservation of Rights. Upon receipt, each SOQ becomes the sole property of DV GHAD and will not be returned to the Respondent. Each Respondent is solely responsible for the costs it incurs to prepare and submit its SOQ. The DV GHAD reserves, in its sole discretion, the right to reject any and all SOQs, including the right to cancel or postpone the RFQ or the Services at any time, or to decline to award the Agreement to any of the Respondents. The DV GHAD reserves the right to waive any immaterial irregularities in an SOQ or submission of an SOQ. The DV GHAD reserves the right to reject any SOQ that is determined to contain false or misleading information, or material omissions.

B. Conflict of Interest. Respondents must disclose to the DV GHAD any actual, apparent, direct or indirect, or potential conflicts of interest that may exist with respect to Respondent, any employees of Respondent, or any other person relative to the Services to be provided pursuant to this RFQ. This RFQ process will be conducted in compliance with all laws regarding political contributions, conflicts of interest, or unlawful activities. DV GHAD employees are prohibited from participating in the selection process for this RFQ if they have any financial or business relationship with any Respondent.

C. Public Records. The DV GHAD is subject to the provisions of the California Public Records Act (Govt. Code § 6250 et seq.) (the "**Act**"), and each SOQ submitted to the DV GHAD is subject to disclosure as a public record, unless the SOQ or any portion thereof is exempt under the Act. If a Respondent believes that any portion of its SOQ is exempt from disclosure under the Act, it must clearly identify the portion(s) it believes to be exempt and identify the basis for the exemption. Each Respondent bears the burden of proving any claimed exemption under the Act, and by submitting an SOQ, a Respondent agrees to indemnify, defend, and hold harmless the DV GHAD against any third party claim seeking disclosure of the SOQ or any portions thereof.

Attachments:

Attachment A – Form of Agreement
Attachment B – Scope of Services

Attachment A – Form of Agreement

**CONSULTING SERVICES AGREEMENT
BETWEEN THE DOUGHERTY VALLEY
GEOLOGIC HAZARD ABATEMENT DISTRICT AND
CONSULTANT
FOR
ON-CALL GEOTECHNICAL CONSULTING SERVICES**

This is an Agreement between the Dougherty Valley Geologic Hazard Abatement District, a municipal corporation, (“DV GHAD”) and (Consultant), (“CONSULTANT”) together referred to as the “Parties.”

RECITALS

WHEREAS, DV GHAD desires to secure professional on-call geotechnical consulting services and CONSULTANT is qualified and willing to provide such professional assistance; and

WHEREAS, the DV GHAD Board of Directors has authorized the Board Chair to enter into an agreement for **ON-CALL GEOTECHNICAL CONSULTING SERVICES** by adopting Resolution No. 20XX-XX on **DATE APPROVED BY DISTRICT BOARD**.

NOW, THEREFORE, in consideration of the mutual promises set forth, DV GHAD and CONSULTANT agree as follows:

1. **Award of Contract.** In response to the Request for Proposals, Contractor has submitted a Proposal to perform the Work as set forth in the Request for Proposal, Attachment B – Scope of Work. On _____, 2020, DV GHAD authorized award of this Contract to Contractor for the amount set forth in Section 6, below.
2. **Contract Documents.** The Contract Documents incorporated into this Contract include and are comprised of all of the documents listed below.
 - 1 The Services
 - 2 Request for Proposal Procedures
 - 3 Proposal Requirements
 - 4 Evaluation
 - 5 Selection and Award
 - 6 Miscellaneous
3. **Scope of Service.** The scope of service covered by this Agreement including mandatory time frames for performance, deadlines for providing deliverables to DV GHAD, and the maximum fee for each item under this Agreement is attached hereto as Exhibit A and incorporated herein by reference.

CONSULTANT shall comply with specific standards or governmental requirements applicable to specific tasks hereunder or as may be necessary to enable CONSULTANT to provide the services required hereunder.

4. **Modification of Agreement.** DV GHAD may request changes to this Agreement including the Scope of Services to be performed by CONSULTANT. Such requests shall be made in writing exclusively by DV GHAD'S designated Project Manager, and shall describe in detail the proposed additions, deletions, or modifications. Such requests will include tabulation of costs, expenses, and time required to complete the requested work. CONSULTANT shall have the length of time specified in the request to reply in writing to the request. Neither DV GHAD'S request nor CONSULTANT'S reply shall constitute a modification of this Agreement. Any modification shall be contained in a written amendment to the Agreement and will be effective only if signed by both parties. Execution of the amendment by DV GHAD shall constitute authorization to proceed with the work identified therein.
5. **Time of Performance.** CONSULTANT shall commence the work within TEN (10) working days after receiving the Work Order for each task. However, CONSULTANT is under no obligation to commence work hereunder prior to execution of this Agreement.

The term of the Agreement shall end on December 31, 2024. However, as an option, the DV GHAD may choose to extend the Agreement for an additional one or two years after the first three (3) years. Any contract extension or amendment must be in writing and fully executed by both parties to take effect.

6. **Compensation.** DV GHAD agrees to pay CONSULTANT at the rates set forth in Exhibit A, and incorporated herein, in a sum not-to-exceed **SPELL OUT DOLLAR AMOUNT HERE (\$XX,XXX.XX)**. No compensation shall be made in excess of this amount. This amount includes any and all costs and reimbursable expenses as specified in Exhibit A.

Upon completion and acceptance of the deliverables CONSULTANT shall submit an itemized invoice for the completed work showing applicable rates and charges as agreed to hereunder and the total amount due.

7. **Professional Services – Additional Obligations on Scope of Work.** CONSULTANT shall:
 - a. Not either during or after the term of this Agreement, make public any reports or articles or disclose to any third party any confidential information relative to the work of DV GHAD or the operations or procedures of DV GHAD without prior written consent of DV GHAD.
 - b. Not during the term of the Agreement, take any action that would affect the appearance of impartiality or un-professionalism. CONSULTANT shall perform

all services of this Agreement according to the standards observed by a competent practitioner of the profession in which CONSULTANT is engaged.

8. **Authority of Consultant.** CONSULTANT shall possess no authority with respect to any DV GHAD decision and no right to act on behalf of DV GHAD in any capacity whatsoever as agent, or bind DV GHAD to any obligations whatsoever.
9. **Designated Representatives.**
 - a. DV GHAD designates Associate Engineer, Chen-hsuan Hsieh or his designee as its representative in all matters under this Agreement.
 - b. CONSULTANT designates **Contact Title**, **Contact Name** as its Project Manager for this Agreement. CONSULTANT may designate a different Project Manager only with prior written authorization from DV GHAD.
10. **Cooperation of the DV GHAD.** DV GHAD shall make available to CONSULTANT all financial records and related information necessary for performance of CONSULTANT'S work under this Agreement.
11. **Independent Contractor.** CONSULTANT is an independent contractor, controlling the means and manner of work, and shall not for any purpose be deemed to be an employee, agent, or other representative of DV GHAD. Services called for herein shall be deemed to be unique. CONSULTANT shall not assign, sublet, transfer, or otherwise substitute its interest in this Agreement, or any of its obligations hereunder, without the prior written consent of DV GHAD.
12. **Out of State Business.** If CONSULTANT is an out of state business and does not have a local office within the State of California, CONSULTANT shall provide to DV GHAD a completed Withholding Exemption Certificate Form as required by the California Franchise Tax Board. If the out of state contractor fails to provide the required form, DV GHAD shall withhold seven (7%) percent of the total payment amount and send the withholdings to the Franchise Tax Board, as required by State law.
13. **Proprietary or Confidential Information.** CONSULTANT understands and agrees that, in the performance of the work under this Agreement or in contemplation thereof, CONSULTANT may have access to private, proprietary or otherwise confidential information owned or controlled by DV GHAD, the disclosure of which may be damaging to DV GHAD or to third parties.

CONSULTANT agrees that all confidential information disclosed to CONSULTANT by DV GHAD shall be held in confidence and used only in performance of this Agreement. CONSULTANT shall exercise the same standard of care to protect such information, as a reasonably prudent businessperson would use to protect its own private, proprietary or confidential information.

- 14. Work Product.** The work product of CONSULTANT in performing this Agreement shall become the property of DV GHAD. However, copies of such work product shall be provided to DV GHAD not only as a hard copy but an electronic version recorded on CD utilizing Microsoft Word, Access or Excel.
- 15. Final Work Product.** Final work products produced by CONSULTANT in the form of computer files shall be delivered on a CD or other means of electronic submission as accepted by DV GHAD, in ESRI GIS shape file version 8.3 (or newer), or a Autodesk AutoCAD 2010 (or newer) file, Microsoft Word, Access or Excel format, or Adobe PDF format. All hard copy (paper) reports shall be accompanied by associated digital files used to create them. The deliverable of GIS data layers will represent all new and derivative mapped layers used to create all mapped information. It will be delivered in AutoCAD or ESRI GIS format. A final acceptable GIS documentation report will be delivered at the time of completion of the final report. All of CONSULTANT'S work product under the Agreement shall be the property of DV GHAD.
- 16. Financial Records of Consultant.** CONSULTANT shall maintain accounting records of funds received under this Agreement and full documentation of performance hereunder. CONSULTANT shall permit DV GHAD to have access to those records for the purpose of making an audit, examination, or review of financial and performance information relating to this Agreement. CONSULTANT shall maintain such records for a minimum of four (4) years following payment by DV GHAD for the last invoice for such services to be provided. When requested by DV GHAD, CONSULTANT shall make all such records available to DV GHAD within fourteen (14) days of the request.
- 17. Conflict of Interest.** CONSULTANT shall comply with CITY Resolution No. 2020-017, Conflict of Interest Code, as amended from time to time, and will file all required disclosure statements. CONSULTANT agrees to advise DV GHAD of any actual, apparent or potential conflicts of interest that may develop subsequent to the date of execution of this Agreement. CONSULTANT further agrees to complete any statements of economic interest required by either CITY Ordinance or State Law.
- 18. Assignment.** Except as expressly authorized herein, CONSULTANT'S obligations under this Agreement are not assignable or transferable, and CONSULTANT shall not subcontract any work, without the prior written approval of the District Manager.
- 19. Nondiscrimination.** CONSULTANT represents that it does not and agrees that it shall not discriminate against any employee or applicant for employment because of age, sex (including gender, gender identity, gender expression, transgender, pregnancy, and breastfeeding), religion, color, disability, genetic characteristics or information, race, national origin, ancestry, citizenship status, marital status, military or veteran status, medical condition, or sexual orientation (including homosexuality, bisexuality, or heterosexuality) or any other protected classification as defined and protected by law.

20. Indemnification. CONSULTANT agrees to defend, hold harmless, and indemnify DV GHAD, its officers, agents and employees from and against any and all losses, liability, or damages arising out of, in consequence of, or resulting from the negligent or willful acts, or omissions of CONSULTANT.

CONSULTANT shall hold DV GHAD harmless and defend any suit or other proceedings brought by CONSULTANT'S employees, contractors, or agents, either against CONSULTANT or DV GHAD, for compensation and/or other benefits claimed as "common law" or "implied by law" employees of DV GHAD.

21. Insurance. CONSULTANT shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by CONSULTANT, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included on CONSULTANT'S bid.

A. Required Insurance. CONSULTANT shall maintain, at all times, during the term of this Agreement and at CONSULTANT'S sole cost and expense:

- i. Comprehensive general liability (using Insurance Services Office form CG 00 01 or equivalent) in an amount not less than two million dollars (\$2,000,000) per occurrence for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be not less than four million dollars (\$4,000,000).
- ii. Automobile liability insurance (using Insurance Services Office form number CA 0001, Code 1 (any auto) or equivalent with a limit no less than two million dollars (\$2,000,000). Such insurance policy shall contain the same provisions and endorsements as are required herein for comprehensive general liability insurance.
- iii. Workers' Compensation insurance and Employer's Liability insurance as required by the laws of the State of California. Said insurance policy shall provide that the insurer waives all rights of subrogation against DV GHAD, its officers, agents, employees and volunteers for losses arising from work performed by CONSULTANT for DV GHAD. Any notice of cancellation or non-renewal of Workers' Compensation policies must be received by DV GHAD at least thirty (30) days prior to such change. CONSULTANT shall require each subcontractor to maintain Workers' Compensation insurance and Employer's Liability insurance in accordance with the laws of the State of California for all of the subcontractor's employees. This requirement may only be waived by DV GHAD upon written verification that CONSULTANT is a sole proprietor and does not and will not have employees during the term of this Agreement.

- iv. Errors and Omission insurance, which covers the services to be performed under this Agreement, in the minimum amount of one million dollars (\$1,000,000). Except with respect to the requirement of providing DV GHAD with Proof of Insurance, CONSULTANT is not required to name DV GHAD as additional insured.

B. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

- i. DV GHAD, its officers, officials, employees, agents and volunteers are to be named as additional insured with respect to: Liability arising out of activities performed by or on behalf of CONSULTANT; products and completed operations of CONSULTANT; premise owned, occupied or used by CONSULTANT; or automobile owned, leased, hired or borrowed by CONSULTANT. The coverage shall contain no special limitations on the scope of protection afforded to the DV GHAD, its officers, officials, employees, agents or volunteers. If CONSULTANT submits the ACORD Insurance Certificate, the additional insured endorsements must be set forth on the ISO Form CG20 10 11 85 or both CG 20 10 and CG 20 37 forms.
- ii. For any claims related to this project, CONSULTANT'S insurance coverage shall be primary insurance with respect to DV GHAD, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by DV GHAD, its officers, officials, employees, agents or volunteers shall be excess of CONSULTANT'S insurance and shall not contribute with it.
- iii. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to DV GHAD, its officers, officials, employees, agents or volunteers.
- iv. Afford coverage for all claims based on any act, omission, event or condition that occurred or arose (or the onset of which occurred or arose) during the term of this Agreement;
- v. Apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability (cross liability endorsement);
- vi. Expressly provide that DV GHAD, although named as insured, shall nevertheless be entitled to recover under the policy for any loss, injury or damage to DV GHAD and that the insurer waives all rights of subrogation against DV GHAD, its officers, agents, employees and volunteers for losses arising from work performed by CONSULTANT for DV GHAD;
- vii. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in

coverage or in limits except after thirty (30) days prior written notice has been given to DV GHAD.

- viii. Certificate Holder. The certificate holder shall include DV GHAD and sent to the address as indicated in Section 21 (Notices) of this Agreement.
- ix. Interpretation. All endorsements, certificates, forms, coverage and limits of liability referred to herein shall have the meaning given such terms by the Insurance Services Officer of the State of California as of the effective date of this Agreement.

C. Verification of Coverage. CONSULTANT shall furnish DV GHAD with original endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf.

D. Subcontractors. CONSULTANT shall include all subcontractors as insured under its policies. All coverage for subcontractors shall be subject to all of the requirements stated herein.

E. Insurer's Qualifications. All insurance required under this section and all renewals of this agreement shall be issued by good and responsible companies admitted to do and doing business in the State of California and be rated in the "A" category by Best's Insurance Guide.

F. Excess Insurance. If CONSULTANT maintains higher insurance limits than the minimums specified herein, DV GHAD shall be entitled to coverage for the higher limits maintained by CONSULTANT.

22. Termination on Notice. DV GHAD may terminate this Agreement immediately for cause or without cause upon giving thirty (30) calendar days written notice to CONSULTANT. In the event of termination without cause, DV GHAD shall pay all outstanding charges for services performed and approved by DV GHAD as of the date of termination. Termination shall not extinguish any outstanding performance obligations under this Agreement, including but not limited to, making financial records available for review, return of any private or confidential information, warranties, or mutual indemnities.

23. Suspension of Performance. For the convenience of DV GHAD or because of events beyond the control of DV GHAD, DV GHAD may give written notice to CONSULTANT to suspend all work under this Agreement. If CONSULTANT'S work is suspended for longer than a period of one hundred twenty (120) days, an adjustment to CONSULTANT'S compensation may be made for increased costs, if any, and this Agreement shall be modified accordingly.

24. Notices. If either party shall desire or is required to give notice to the other such notice shall be given in writing, via prepaid U.S. certified or registered postage, addressed to recipient as follows:

To DV GHAD:
Dougherty Valley Geologic Hazard
Abatement District
Attn: District Clerk

7000 Bollinger Canyon Road
San Ramon, CA 94583

To CONSULTANT:
Contractor

Attn: Contact Name
Contact Title
Address
Address

Changes to the above information shall be given to the other party in writing ten (10) business days before the change is effective.

25. Commencement, Completion and Closeout. Time is of the essence in the performance of this Agreement. Any time extension granted to CONSULTANT must be in writing and shall not constitute a waiver of right DV GHAD may have under the Agreement.

It shall be the responsibility of CONSULTANT to coordinate and schedule the work to be performed so that commencement and completions take place in accordance with the provisions of the Agreement. Within thirty (30) days of completion CONSULTANT shall submit to DV GHAD a final billing to include all costs, charges, and claims in connection with the completed work. DV GHAD shall not be required to pay for any work or claims not included on the aforementioned final billing.

26. Jurisdiction, Venue, and Governing Law. Any action at law or in equity brought by either of the Parties for the purpose of enforcing a right or rights provided for by this Agreement will be tried in a court of competent jurisdiction in the County of Contra Costa, State of California, and the Parties waive all provisions of law providing for a change of venue in these proceedings to any other county. This Agreement shall be governed by the laws of the State of California.

27. Signatures and Counterparts. This Agreement may be entered into by the Parties by signing any one or more counterparts, all of which shall constitute one and the same instrument. It is understood and agreed that this Agreement shall become effective and binding when one or more counterparts have been executed by each party and delivered to each other party. Additionally, facsimile and scanned signatures shall be binding the same as originals.

28. Entire Agreement of Parties. This Agreement supersedes any and all agreements, oral or written, between the parties with respect to the rendering of services by CONSULTANT to DV GHAD and contains all of the representations, covenants and agreements between the parties as to the rendering of those services.

Signatures intentionally omitted

Attachment B – Scope of Services

1. General

The work will generally consist of, but not be limited to providing geotechnical consultant services routinely needed for:

- Site monitoring and Geologic hazard evaluation;
- Landslide repair;
- Erosion control and repair
- Creek bank repair;
- Related services during construction; and
- Other related work.

The services will be on an “as-needed” basis and the scope of the services will be determined when such services are requested on a task order basis. A separate fee proposal will be required for each task requested. The final Agreement will include a provision for maintaining a named project manager and team for the duration of the project.

2. Deliverables

Each payment invoice must match the deliverables. Any change in deliverables must be negotiated with the Engineer prior to work being completed and prior to payment being made.

3. Budget

The prospective CONSULTANT shall provide a proposed total fixed fee for all work specified in Scope of Work per each requested task. The budget shall include costs for all deliverables, including reimbursables.