February 27, 2015

To Whom It May Concern:

SUBJECT: Request for Qualifications – GHAD Services Consultant

The District Manager of the Schaefer Ranch Geologic Hazard Abatement District (“Schaefer Ranch GHAD”), the Fallon Village Geologic Hazard Abatement District (“Fallon Village GHAD”), and the Fallon Crossing Geologic Hazard Abatement District (“Fallon Crossing GHAD”), hereinafter collectively referred to as “GHADs,” is requesting a Statement of Qualifications (SOQ) from qualified individuals or firms (“GHAD Services Consultant”) to provide professional management and engineering services for the GHAD.

The GHAD Services Consultant will provide professional services including, but not limited to, the services indicated on the attached scope of services (Attachment 1). The GHAD Services Consultant must have sufficient experience in the listed services, which should be reflected in detail in the Statement of Qualifications. The GHAD Services Consultant will be providing services defined by the GHADs Plans of Control.

PLEASE NOTE: A GHAD Services Consultant will be selected for each of the three GHADs (the Schaefer Ranch GHAD, Fallon Village GHAD, and Fallon Crossing GHAD). The GHADs are together soliciting one SOQ, but each GHAD will individually select a GHAD Services Consultant, meaning that there could be up to three (3) different GHAD Services Consultants, or as few as one (1) GHAD Services Consultant, selected through the SOQ selection process.

Statement of Qualifications (SOQ) Submittal

The SOQ shall not exceed twenty-five (25) single-sided typed pages (excluding resumes). The submittal sections shall be separated by numbered tabbed dividers. Submit three (3) bound copies, one (1) unbound copy, and one (1) electronic copy in Portable Document Format (PDF) on CD, DVD, or USB thumb drive media.

1. A letter acknowledging the interest and ability to provide the required services and describing how the individual or firm intends to provide the requested services. The person authorized, by the individual or firm, to negotiate a contract shall sign the letter.

2. A summary of the individual’s or firm’s qualifications and experience in providing similar services for a public agency. Include a description of the individual/firm’s experience in managing and providing GHAD services.
3. An evaluation of each of the three (3) GHADs and a description of the different services (if any) the individual or firm would employ in being the GHAD Services Consultant for the Schaefer Ranch GHAD, Fallon Village GHAD, and Fallon Crossing GHAD. Include acknowledgement that the individual or firm has reviewed the “Online References” listed below and available at http://www.dublin.ca.gov/ghad.

4. Information with regard to the individual’s or firm’s ability to meet schedules, budgets, and changing priorities.

5. An organization chart of the GHAD Services Consultant team followed by a brief resume for each of the key staff that will be assigned to perform the various tasks (include appropriate licenses and certificates with identification numbers and expiration dates).

6. Minimum of three client references (preferably from public agencies for whom the firm has provided similar services).

7. Acknowledgement of and acceptability of the Schaefer Ranch “GHAD Policy on Contracts and Purchasing Procedures,” which is available online at: http://www.dublin.ca.gov/ghad. **NOTE:** It is anticipated the Fallon Village GHAD and Fallon Crossing GHAD will adopt similar policies in 2015.

8. Acknowledgment regarding the acceptability of the Consultant Services Agreement, including, but not limited to, insurance requirements. All issues regarding the Consultant Services Agreement must be addressed in this section.

**Hourly Rates**

In a separate sealed envelope, candidates shall provide a proposed Schedule of Fees. The Schedule of Fees shall list the proposed hourly rates for all firm members who it is anticipated will provide the requested services, including clerical support. Hourly rates shall include all direct costs associated with performing services, which may include, but are not limited to photocopies and reproductions, postage, courier services, facsimiles, telephones, cellular phones, personal safety gear, office rental, staff training, mileage, meals, and other travel expenses. A markup percentage for outside consultants or legal counsel will not be permitted and shall be billed at cost.

**Submittal Deadline**

The responses to this request for Statements of Qualifications must be submitted by 4:00 p.m. on Monday, March 16, 2015. Late submittals will not be accepted under any circumstance. The SOQ package must be submitted to:

City of Dublin  
Attention: Andrew Russell, District Engineer  
100 Civic Plaza  
Dublin, CA 94568
Selection Process and Interview

Proposals will be evaluated based on: qualifications and specific experience of key project team members; experience with similar types of services; and satisfaction of current or previous clients. Following the review of the Statements of Qualifications, selected candidates may be invited to participate in an interview to discuss their qualifications and their approach to providing the requested services.

Questions

Questions regarding the requested SOQ shall be submitted no later than 4 p.m., March 12, 2015. Questions must be directed to my attention at (925) 833-6630 or via email at andrew.russell@dublin.ca.gov.

Sincerely,

Andrew C. Russell
District Engineer

Attachments:
1. GHAD Engineer Scope of Services
2. GHADs Fiscal Year 2014-15 Fund Summary
3. Form GHAD Services Agreement

Online References:
The following documents can be accessed, viewed, and downloaded in their entirety from http://www.dublin.ca.gov/ghad

Fallon Crossing GHAD
- Fiscal Year 2014-2015 Engineer's Report
- Plan of Control
- Original Engineer’s Report
- Fiscal Year 2014-15 Budget Resolution

Fallon Village GHAD
- Fiscal Year 2014-2015 Engineer's Report
- Plan of Control
- Plan of Control (Fallon Village-Jordan Ranch)
- Original Engineer’s Reports
- Fiscal Year 2014-15 Budget Resolution

Schaefer Ranch GHAD *
- Fiscal Year 2014-2015 Engineer's Report
- Plan of Control
- Schaefer Ranch GHAD Policy on Contracts and Purchasing Procedures
- Original Engineer’s Report
- Fiscal Year 2014-15 Budget Resolution
The GHAD Services Consultant shall be responsible for the day-to-day general GHAD, geotechnical engineering, maintenance, and emergency response activities of the GHAD in accordance with all applicable state and federal statutes, the GHAD Plan of Control, and all adopted GHAD Board of Directors (GHAD Board) policies and guidelines. GHAD Services Consultant responsibilities shall include preparation of annual engineer’s reports, submittal of annual tax roll levy, and property owner support regarding annual levy.

The GHAD Services Consultant may retain civil and/or geotechnical engineering consultants, geologists, contractors and/or other vendors as may be required under GHAD law to evaluate, review, design, construct, inspect, monitor or maintain GHAD facilities and improvements in accordance with the GHAD Plan of Control. The GHAD Services Consultant shall secure these services on behalf of the District in accordance with the GHAD Board procedures related to the awarding of contracts for GHAD repair, maintenance and improvements projects and for professional and support services.

The GHAD Services Consultant shall provide (or contract to provide) on-call emergency response services in managing winterization projects, minor repair projects, and slope erosion mitigations. Emergency response services including the necessary workforce, materials and equipment shall be available to the GHAD as rapidly as 2 hours after notification, 24 hours a day, 7 days a week.

The GHAD Services Consultant shall report to the District Engineer, and may be required to consult with the District Manager, District Clerk, District Treasurer, and District Counsel. All items to be submitted to the GHAD Board for information and/or action shall be submitted through the District Engineer.

In addition, the GHAD Services Consultant shall:

1. Attendance at a minimum of two (2) GHAD Board meetings per year. Additional meeting attendance, if necessary, can be billed on a time and materials basis.

2. Develop and maintain an accounting and bookkeeping system that allows District costs and expenditures to be applied to individual project and/or programs. The GHAD Services Consultant shall reconcile the accounting and bookkeeping records maintained by the GHAD Services Consultant with those maintained by the District Treasurer.

3. Maintain GHAD Services files, documents, records, and all other work products, in an organized filing system. Said filing system shall be accessible upon the request of the District Manager, District Clerk, District Treasurer, District Counsel, or District Engineer (collectively “GHAD Staff.”)

4. Fully cooperate with consultants (or others) retained by the GHAD Board or GHAD Staff to perform management audits or other services authorized by the GHAD Board.
5. In accordance with the schedule established by the Alameda County Tax Collector, prepare (or cause to be prepared) an annual update to the GHAD assessment role, including an annual update to the Engineer’s Report. The GHAD Services Consultant shall be responsible to submit the annual tax roll levy, coordination with the County Tax Assessor, and provide customer service to property owners with questions about their assessment.

6. On or about the time the GHAD acquires monitoring and maintenance responsibilities as described in the transfer section of the individual adopted Plans of Control, and prior to March 1 of every subsequent year, develop a proposed line item budget detailing anticipated income and expenditures. The proposed budget shall be submitted to the District Engineer and District Treasurer.

7. Provide quarterly year-to-date expense reports comparing actual expenditures to the approved budget. Copies of the quarterly reports will be submitted to the District Engineer and District Treasurer.

8. Prepare a GHAD Maintenance and Operations Plan (Maintenance Plan), based upon the GHAD Plan of Control and the GHAD Services Consultant’s professional recommendations.

9. Develop and submit an Annual Report to the District Engineer on the activities of the GHAD. The report shall include a comparison of income, expenditures, and the adopted program budget. In addition, the report shall include the GHAD Services Consultant’s evaluation and, if appropriate, recommendations related to the need to complete, update and/or revise the following:
   a. The GHAD Plans of Control.
   b. The GHAD operations and maintenance program and inspection schedule.

10. Maintain an Annual Work Program and a Monthly Incident Log. The Annual Work Program is to include all major repair projects, significant incidents, and special projects. The Monthly Incident Log shall detail all active incidents under review and/or construction by the District and/or District consultants as well as all active GHAD construction projects. The incident log shall indicate the status of all active incidents and shall identify the individual to be contacted with questions on any particular incident and/or project.

11. Perform, or cause to be performed, routine geotechnical analyses and slope stability studies for maintenance and long-term preventive programs and perform all other studies, monitoring, maintenance and repair as set forth in the GHAD Plans of Control.

12. Develop and maintain a Communications Plan for the GHAD. The Communications Plan shall include an emergency response protocol, an incident response protocol, and a community education plan.
EXHIBIT A

FISCAL YEAR 2014-15
FALLON CROSSING (NORTH TASSAJARA)
GEOLOGIC HAZARD ABATEMENT DISTRICT
FUND SUMMARY

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>BEG. FUND BALANCE</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(JULY 1)</td>
<td></td>
<td>$6,157</td>
<td>$6,157</td>
<td>$54,247</td>
<td>$65,855</td>
</tr>
<tr>
<td>REVENUES</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Assessments</td>
<td>$7,255</td>
<td>$49,880</td>
<td>$49,880</td>
<td>$73,862</td>
<td>$101,388</td>
</tr>
<tr>
<td>Interest</td>
<td>$2</td>
<td>$170</td>
<td>$170</td>
<td>$394</td>
<td>$323</td>
</tr>
<tr>
<td>EXPENDITURES BY CATEGORY</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Salaries &amp; Wages</td>
<td></td>
<td>$8,947</td>
<td>$21,299</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Benefits</td>
<td></td>
<td>$3,105</td>
<td>$3,326</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Services &amp; Supplies</td>
<td></td>
<td>$114</td>
<td>$114</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Contracted Services</td>
<td>$1,100</td>
<td>$1,960</td>
<td>$1,960</td>
<td>$50,483</td>
<td>$102,645</td>
</tr>
<tr>
<td>END FUND BALANCE</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(JUNE 30)</td>
<td>$6,157</td>
<td>$54,247</td>
<td>$54,247</td>
<td>$65,855</td>
<td>$40,182</td>
</tr>
</tbody>
</table>

PERSONNEL ALLOCATION

|                        |               |
| Public Works Manager   | 0.05          | 0.05                  |
## FISCAL YEAR 2014-15
FALLON VILLAGE GEOLOGIC HAZARD ABATEMENT DISTRICT
FUND SUMMARY

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>BEG. FUND BALANCE</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(JULY 1)</td>
<td>$336,164</td>
<td>$657,132</td>
<td>$657,132</td>
<td>$1,104,432</td>
<td>$1,013,397</td>
</tr>
<tr>
<td><strong>REVENUES</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Assessments</td>
<td>$326,452</td>
<td>$449,820</td>
<td>$449,820</td>
<td>$546,466</td>
<td>$659,269</td>
</tr>
<tr>
<td>Interest</td>
<td>$4,148</td>
<td>$8,470</td>
<td>$8,470</td>
<td>$6,095</td>
<td>$8,376</td>
</tr>
<tr>
<td><strong>EXPENDITURES BY CATEGORY</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Salaries &amp; Wages</td>
<td></td>
<td>$114,277</td>
<td>$123,523</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Benefits</td>
<td></td>
<td>$21,739</td>
<td>$23,280</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Services &amp; Supplies</td>
<td></td>
<td>$798</td>
<td>$798</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Contracted Services</td>
<td>$9,632</td>
<td>$10,990</td>
<td>$10,990</td>
<td>$506,782</td>
<td>$504,994</td>
</tr>
<tr>
<td><strong>END. FUND BALANCE</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(JUNE 30)</td>
<td>$657,132</td>
<td>$1,104,432</td>
<td>$1,104,432</td>
<td>$1,013,397</td>
<td>$1,028,447</td>
</tr>
<tr>
<td><strong>PERSONNEL ALLOCATION</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Public Works Manager</td>
<td></td>
<td></td>
<td></td>
<td>0.35</td>
<td>0.35</td>
</tr>
</tbody>
</table>
### FISCAL YEAR 2014-15
### SCHAEFER RANCH GEOLOGIC HAZARD ABATEMENT DISTRICT
### FUND SUMMARY

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>BEG. FUND BALANCE (JULY 1)</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>$530,985</td>
<td>$897,207</td>
<td>$897,207</td>
<td>$938,237</td>
<td>$883,241</td>
</tr>
<tr>
<td><strong>REVENUES</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Assessments</td>
<td>$363,531</td>
<td>$469,430</td>
<td>$469,430</td>
<td>$502,007</td>
<td>$564,393</td>
</tr>
<tr>
<td>Interest</td>
<td>$5,942</td>
<td>$10,980</td>
<td>$10,980</td>
<td>$5,333</td>
<td>$7,230</td>
</tr>
<tr>
<td><strong>EXPENDITURES BY CATEGORY</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Salaries &amp; Wages</td>
<td></td>
<td>$25,430</td>
<td>$25,430</td>
<td>$74,119</td>
<td>$74,987</td>
</tr>
<tr>
<td>Benefits</td>
<td></td>
<td></td>
<td></td>
<td>$12,422</td>
<td>$13,302</td>
</tr>
<tr>
<td>Services &amp; Supplies</td>
<td></td>
<td></td>
<td></td>
<td>$456</td>
<td>$456</td>
</tr>
<tr>
<td>Contracted Services</td>
<td>$3,250</td>
<td>$413,950</td>
<td>$413,950</td>
<td>$475,340</td>
<td>$485,690</td>
</tr>
<tr>
<td><strong>END. FUND BALANCE (JUNE 30)</strong></td>
<td>$897,207</td>
<td>$938,237</td>
<td>$938,237</td>
<td>$883,241</td>
<td>$880,429</td>
</tr>
<tr>
<td><strong>PERSONNEL ALLOCATION</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Public Works Manager</td>
<td></td>
<td></td>
<td></td>
<td>0.20</td>
<td>0.20</td>
</tr>
</tbody>
</table>
CONSULTING SERVICES AGREEMENT BETWEEN

GEOLOGIC HAZARD ABATEMENT DISTRICT
AND
[NAME OF CONSULTANT]

THIS AGREEMENT for consulting services is made by and between the ____________________________ Geologic Hazard Abatement District (“GHAD”) and ____________________________ ____________________________ (“Consultant”) as of ____________________________.

Section 1. SERVICES. Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to GHAD the services described in the Scope of Work attached as Exhibit A at the time and place and in the manner specified therein. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, the Agreement shall prevail.

1.1 Term of Services. The term of this Agreement shall begin on the date first noted above and shall end on June 30, 2018, the date of completion specified in Exhibit A, and Consultant shall complete the work described in Exhibit A prior to that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Consultant to complete the services required by this Agreement shall not affect the GHAD’s right to terminate the Agreement, as provided for in Section 8.

1.2 Standard of Performance. Consultant shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged in the geographical area in which Consultant practices its profession. Consultant shall prepare all work products required by this Agreement in a substantial, first-class manner and shall conform to the standards of quality normally observed by a person practicing in Consultant’s profession.

1.3 Assignment of Personnel. Consultant shall assign only competent personnel to perform services pursuant to this Agreement. In the event that GHAD, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Consultant shall, immediately upon receiving notice from GHAD of such desire of GHAD, reassign such person or persons.

1.4 Time. Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Section 1.1 above and to satisfy Consultant’s obligations hereunder.

Section 2. COMPENSATION. GHAD hereby agrees to pay Consultant for services outlined in Exhibit A in accordance with the hourly rate schedule attached hereto as Exhibit B. In the event of a conflict between this Agreement and Consultant’s proposal, regarding the amount of compensation, the Agreement shall prevail. GHAD shall pay Consultant for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from GHAD to Consultant for services rendered pursuant to this Agreement. Consultant shall submit all invoices to GHAD in the manner specified herein. Except as specifically authorized by GHAD, Consultant shall not bill GHAD for duplicate services performed by more than one person.
Consultant and GHAD acknowledge and agree that compensation paid by GHAD to Consultant under this Agreement is based upon Consultant’s estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Consultant. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Consultant and its employees, agents, and subcontractors may be eligible. GHAD therefore has no responsibility for such contributions beyond compensation required under this Agreement.

2.1 Invoices. Consultant shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost for services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain the following information:

- Serial identifications of progress bills; i.e., Progress Bill No. 1 for the first invoice, etc.;
- The beginning and ending dates of the billing period;
- A Task Summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion;
- At GHAD’s option, for each work item in each task, a copy of the applicable time entries or time sheets shall be submitted showing the name of the person doing the work, the hours spent by each person, a brief description of the work, and each reimbursable expense;
- The Consultant’s signature.

2.2 Monthly Payment. GHAD shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. GHAD shall have 30 days from the receipt of an invoice that complies with all of the requirements above to pay Consultant.

2.3 Final Payment. GHAD shall pay the last 10% of the total sum due pursuant to this Agreement within sixty (60) days after completion of the services and submittal to GHAD of a final invoice, if all services required have been satisfactorily performed.

2.4 Total Payment. GHAD shall pay for the services to be rendered by Consultant pursuant to this Agreement. GHAD shall not pay any additional sum for any expense or cost whatsoever incurred by Consultant in rendering services pursuant to this Agreement. GHAD shall make no payment for any extra, further, or additional service pursuant to this Agreement.

In no event shall Consultant submit any invoice for an amount in excess of the maximum amount of compensation provided above either for a task or for the entire Agreement, unless the Agreement is modified prior to the submission of such an invoice by a properly executed change order or amendment.

2.5 Hourly Fees. Fees for work performed by Consultant on an hourly basis shall not exceed the amounts shown on the following fee schedule:
2.6 **Reimbursable Expenses.** Reimbursable expenses are specified in the Consultant’s Proposal. Expenses not listed are not chargeable to GHAD. Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.

2.7 **Payment of Taxes.** Consultant is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.

2.8 **Payment upon Termination.** In the event that the GHAD or Consultant terminates this Agreement pursuant to Section 8, the GHAD shall compensate the Consultant for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Consultant shall maintain adequate logs and timesheets in order to verify costs incurred to that date.

2.9 **Authorization to Perform Services.** The Consultant is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the Contract Administrator.

2.10 **Rate Adjustments.** Consultant will be entitled to an annual rate adjustment upon each annual anniversary of this Agreement, the amount of said increase to be approved by the GHAD. The base for computing the adjustment shall be the Consumer Price Index for Urban Wage Earners for the San Francisco-Oakland Bay Area published by the U.S. Department of Labor, Bureau of Labor Statistics (Index) which is published for the year ending in December. If the Index has increased over the Index for the prior year, the rates for the following year shall be established by multiplying the rates for the current year by a fraction, the numerator of which is the Renewal Index and the denominator of which is the Index for the preceding year. In no case shall the adjusted rates be less than the initial rates as set forth in Exhibit B. A sample calculation is set forth below. The District Treasurer shall calculate the adjusted rate on each anniversary date of this agreement and shall provide notice to Consultant of such new rates.

**SAMPLE CALCULATION:** (Using 1% index increase as an example)

<table>
<thead>
<tr>
<th>HOURLY CHARGE RATE</th>
<th>INDEX INCREASE (Assuming 1%)</th>
</tr>
</thead>
<tbody>
<tr>
<td>$150.00/hr</td>
<td>150 x .01 = 1.50</td>
</tr>
<tr>
<td>1.50/hr</td>
<td>$151.50/hr</td>
</tr>
</tbody>
</table>

Section 3. **FACILITIES AND EQUIPMENT.** Consultant shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the services required by this Agreement.

Section 4. **INSURANCE REQUIREMENTS.** Before beginning any work under this Agreement, Consultant, at its own cost and expense, shall procure "occurrence coverage" insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Consultant and its agents, representatives, employees, and subcontractors. Consultant shall provide proof satisfactory to GHAD of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects to the GHAD. Consultant shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such
insurance shall be included in the Consultant's bid. Consultant shall not allow any subcontractor to commence work on any subcontract until Consultant has obtained all insurance required herein for the subcontractor(s) and provided evidence thereof to GHAD. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution.

4.1 **Workers' Compensation.** Consultant shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Consultant. The Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than TWO MILLION DOLLARS ($2,000,000.00) per accident. In the alternative, Consultant may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. Determination of whether a self-insurance program meets the standards of the Labor Code shall be solely in the discretion of the Contract Administrator. The insurer, if insurance is provided, or the Consultant, if a program of self-insurance is provided, shall waive all rights of subrogation against the GHAD and its officers, officials, employees, and volunteers for loss arising from work performed under this Agreement.

An endorsement shall state that coverage shall not be canceled except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the GHAD. Consultant shall notify GHAD within 14 days of notification from Consultant’s insurer if such coverage is suspended, voided or reduced in coverage or in limits.

4.2 **Commercial General and Automobile Liability Insurance.**

4.2.1 **General requirements.** Consultant, at its own cost and expense, shall maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than TWO MILLION DOLLARS ($2,000,000.00) per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If a Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

4.2.2 **Minimum scope of coverage.** Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (ed. 11/88) or Insurance Services Office form number GL 0002 (ed. 1/73) covering comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (ed. 12/90) Code 8 and 9 (“any auto”). No endorsement shall be attached limiting the coverage.
4.2.3 Additional requirements. Each of the following shall be included in the insurance coverage or added as an endorsement to the policy:

a. GHAD and its officers, employees, agents, and volunteers shall be covered as additional insureds with respect to each of the following: liability arising out of activities performed by or on behalf of Consultant, including the insured’s general supervision of Consultant; products and completed operations of Consultant; premises owned, occupied, or used by Consultant; and automobiles owned, leased, or used by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to GHAD or its officers, employees, agents, or volunteers.

b. The insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.

c. An endorsement must state that coverage is primary insurance with respect to the GHAD and its officers, officials, employees and volunteers, and that no insurance or self-insurance maintained by the GHAD shall be called upon to contribute to a loss under the coverage.

d. Any failure of CONSULTANT to comply with reporting provisions of the policy shall not affect coverage provided to GHAD and its officers, employees, agents, and volunteers.

e. An endorsement shall state that coverage shall not be canceled except after thirty (30) days’ prior written notice by certified mail, return receipt requested, has been given to the GHAD. Consultant shall notify GHAD within 14 days of notification from Consultant’s insurer if such coverage is suspended, voided or reduced in coverage or in limits.

4.3 Professional Liability Insurance. Consultant, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than TWO MILLION DOLLARS ($2,000,000) covering the licensed professionals’ errors and omissions.

4.3.1 Any deductible or self-insured retention shall not exceed $150,000 per claim.

4.3.2 An endorsement shall 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 by certified mail, return receipt requested, has been given to the GHAD.

4.3.3 The policy must contain a cross liability or severability of interest clause.
4.3.4 The following provisions shall apply if the professional liability coverages are written on a claims-made form:

a. The retroactive date of the policy must be shown and must be before the date of the Agreement.

b. Insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the Agreement or the work, so long as commercially available at reasonable rates.

c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Consultant must provide extended reporting coverage for a minimum of five years after completion of the Agreement or the work. The GHAD shall have the right to exercise, at the Consultant's sole cost and expense, any extended reporting provisions of the policy, if the Consultant cancels or does not renew the coverage.

d. A copy of the claim reporting requirements must be submitted to the GHAD prior to the commencement of any work under this Agreement.

4.4 All Policies Requirements.

4.4.1 Acceptability of insurers. All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A:VII.

4.4.2 Verification of coverage. Prior to beginning any work under this Agreement, Consultant shall furnish GHAD with certificates of insurance and with original endorsements effecting coverage required herein. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The GHAD reserves the right to require complete, certified copies of all required insurance policies, at any time.

4.4.3 Subcontractors. Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

4.4.4 Variation. The GHAD may approve a variation in the foregoing insurance requirements, upon a determination that the coverages, scope, limits, and forms of such insurance are either not commercially available, or that the GHAD's interests are otherwise fully protected.

4.4.5 Deductibles and Self-Insured Retentions. Consultant shall disclose to and obtain the approval of GHAD for the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement.
During the period covered by this Agreement, only upon the prior express written authorization of Contract Administrator, Consultant may increase such deductibles or self-insured retentions with respect to GHAD, its officers, employees, agents, and volunteers. The Contract Administrator may condition approval of an increase in deductible or self-insured retention levels with a requirement that Consultant procure a bond, guaranteeing payment of losses and related investigations, claim administration, and defense expenses that is satisfactory in all respects to each of them.

4.4.6 **Notice of Reduction in Coverage.** In the event that any coverage required by this section is reduced, limited, or materially affected in any other manner, Consultant shall provide written notice to GHAD at Consultant’s earliest possible opportunity and in no case later than five days after Consultant is notified of the change in coverage.

4.5 **Remedies.** In addition to any other remedies GHAD may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, GHAD may, at its sole option exercise any of the following remedies, which are alternatives to other remedies GHAD may have and are not the exclusive remedy for Consultant’s breach:

- Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
- Order Consultant to stop work under this Agreement or withhold any payment that becomes due to Consultant hereunder, or both stop work and withhold any payment, until Consultant demonstrates compliance with the requirements hereof; and/or
- Terminate this Agreement.

**Section 5. INDEMNIFICATION AND CONSULTANT’S RESPONSIBILITIES.** Consultant shall indemnify, defend with counsel selected by the GHAD, and hold harmless the GHAD and its officials, officers, employees, agents, and volunteers from and against any and all losses, liability, claims, suits, actions, damages, and causes of action arising out of any personal injury, bodily injury, loss of life, or damage to property, or any violation of any federal, state, or municipal law or ordinance, to the extent caused, in whole or in part, by the willful misconduct or negligent acts or omissions of Consultant or its employees, subcontractors, or agents, by acts for which they could be held strictly liable, or by the quality or character of their work. The foregoing obligation of Consultant shall not apply when (1) the injury, loss of life, damage to property, or violation of law arises wholly from the negligence or willful misconduct of the GHAD or its officers, employees, agents, or volunteers and (2) the actions of Consultant or its employees, subcontractor, or agents have contributed in no part to the injury, loss of life, damage to property, or violation of law. It is understood that the duty of Consultant to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by GHAD of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been
determined to apply. By execution of this Agreement, Consultant acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

Section 6. STATUS OF CONSULTANT.

6.1 Independent Contractor. At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of GHAD. GHAD shall have the right to control Consultant only insofar as the results of Consultant’s services rendered pursuant to this Agreement and assignment of personnel pursuant to Subparagraph 1.3; however, otherwise GHAD shall not have the right to control the means by which Consultant accomplishes services rendered pursuant to this Agreement.

6.2 Consultant No Agent. Except as GHAD may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of GHAD in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind GHAD to any obligation whatsoever.

Section 7. LEGAL REQUIREMENTS.

7.1 Governing Law. The laws of the State of California shall govern this Agreement.

7.2 Compliance with Applicable Laws. Consultant and any subcontractors shall comply with all laws applicable to the performance of the work hereunder.

7.3 Other Governmental Regulations. To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Consultant and any subcontractors shall comply with all applicable rules and regulations to which GHAD is bound by the terms of such fiscal assistance program.

7.4 Licenses and Permits. Consultant represents and warrants to GHAD that Consultant and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. Consultant represents and warrants to GHAD that Consultant and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Consultant and any subcontractors shall obtain and maintain during the term of this Agreement valid Business Licenses from GHAD.

7.5 Nondiscrimination and Equal Opportunity. Consultant shall not discriminate, on the basis of a person’s race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Consultant under this Agreement. Consultant shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this
Section 8. TERMINATION AND MODIFICATION.

8.1 Termination. GHAD may cancel this Agreement at any time and without cause upon written notification to Consultant.

Consultant may cancel this Agreement upon thirty (30) days’ written notice to GHAD and shall include in such notice the reasons for cancellation.

In the event of termination, Consultant shall be entitled to compensation for services performed to the effective date of termination; GHAD, however, may condition payment of such compensation upon Consultant delivering to GHAD any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Consultant or prepared by or for Consultant or the GHAD in connection with this Agreement.

8.2 Extension. GHAD may, in its sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Subsection 1.1. Any such extension shall require a written amendment to this Agreement, as provided for herein. Consultant understands and agrees that, if GHAD grants such an extension, GHAD shall have no obligation to provide Consultant with compensation beyond the maximum amount provided for in this Agreement. Similarly, unless authorized by the Contract Administrator, GHAD shall have no obligation to reimburse Consultant for any otherwise reimbursable expenses incurred during the extension period.

8.3 Amendments. The parties may amend this Agreement only by a writing signed by all the parties.

8.4 Assignment and Subcontracting. GHAD and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant’s unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to GHAD for entering into this Agreement was and is the professional reputation and competence of Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Consultant shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the Contract Administrator.

8.5 Survival. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between GHAD and Consultant shall survive the termination of this Agreement.
8.6 **Options upon Breach by Consultant.** If Consultant materially breaches any of the terms of this Agreement, GHAD’s remedies shall include, but not be limited to, the following:

8.6.1 Immediately terminate the Agreement;

8.6.2 Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement;

8.6.3 Retain a different consultant to complete the work described in Exhibit A not finished by Consultant; or

8.6.4 Charge Consultant the difference between the cost to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that GHAD would have paid Consultant pursuant to Section 2 if Consultant had completed the work.

Section 9. **KEEPING AND STATUS OF RECORDS.**

9.1 **Records Created as Part of Consultant’s Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the GHAD. Consultant hereby agrees to deliver those documents to the GHAD upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the GHAD and are not necessarily suitable for any future or other use. GHAD and Consultant agree that, until final approval by GHAD, all data, plans, specifications, reports and other documents are confidential and will not be released to third parties without prior written consent of both parties.

9.2 **Consultant’s Books and Records.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the GHAD under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement.

9.3 **Inspection and Audit of Records.** Any records or documents that Section 9.2 of this Agreement requires Consultant to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the GHAD. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds TEN THOUSAND DOLLARS ($10,000.00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of GHAD or as part of any audit of the GHAD, for a period of three (3) years after final payment under the Agreement.

Section 10. **MISCELLANEOUS PROVISIONS.**
10.1 **Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.

10.2 **Venue.** In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Alameda or in the United States District Court for the Northern District of California.

10.3 **Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

10.4 **No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.

10.5 **Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the parties.

10.6 **Use of Recycled Products.** Consultant shall prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.

10.7 **Conflict of Interest.** Consultant may serve other clients, but none whose activities within the District limits of GHAD or whose business, regardless of location, would place Consultant in a “conflict of interest,” as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 et seq.

Consultant shall not employ any GHAD official in the work performed pursuant to this Agreement. No officer or employee of GHAD shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 et seq.

Consultant hereby warrants that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of the GHAD. If Consultant was an employee, agent, appointee, or official of the GHAD in the previous twelve months, Consultant warrants that it did not participate in any manner in the forming of this Agreement. Consultant understands that, if this Agreement is made in violation of Government Code §1090 et seq., the entire Agreement is void and Consultant will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and Consultant will be required to reimburse the GHAD for any sums paid to the Consultant. Consultant understands that, in addition to the
foregoing, it may be subject to criminal prosecution for a violation of Government Code § 1090 and, if applicable, will be disqualified from holding public office in the State of California.

10.8 **Solicitation.** Consultant agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.

10.9 **Contract Administration.** This Agreement shall be administered by the District Engineer, ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his designee.

10.10 **Notices.** Any written notice to Consultant shall be sent to:

Any written notice to GHAD shall be sent to: District Engineer

| Geologic Hazard Abatement District |
| c/o Public Works Department |
| 100 Civic Plaza |
| Dublin CA 94568 |

10.11 **Professional Seal.** Where applicable in the determination of the Contract Administrator, the first page of a technical report, first page of design specifications, and each page of construction drawings shall be stamped/sealed and signed by the licensed professional responsible for the report/design preparation. The stamp/seal shall be in a block entitled "Seal and Signature of Registered Professional with report/design responsibility," as in the following example.

_________________________________________
Seal and Signature of Registered Professional with report/design responsibility.

10.12 **Integration.** This Agreement, including the scope of work attached hereto and incorporated herein as Exhibit A, and including the compensation schedule attached hereto and incorporated herein as Exhibit B, represents the entire and integrated agreement between GHAD and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral.
### RFQ ATTACHMENT 3: FORM GHAD SERVICES AGREEMENT

<table>
<thead>
<tr>
<th>GEOLOGIC HAZARD ABATEMENT DISTRICT</th>
<th>CONSULTANT</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>By:</strong>  Christopher L. Foss</td>
<td><strong>By:</strong>   NAME</td>
</tr>
<tr>
<td><strong>Title:</strong> District Manager</td>
<td><strong>Title:</strong> TITLE</td>
</tr>
<tr>
<td><strong>Date:</strong></td>
<td><strong>Date:</strong></td>
</tr>
</tbody>
</table>

Attest:

______________________________
Caroline Soto, District Clerk

Approved as to Form:

______________________________
Adam U. Lindgren, District Counsel
RFQ ATTACHMENT 3: FORM GHAD SERVICES AGREEMENT

EXHIBIT A

SCOPE OF SERVICES
GHAD shall pay Consultant for work to be performed pursuant to this Agreement per the Fee Schedule(s) entitled, “________________,” attached hereto.