



230 S. STERLING DRIVE, SUITE 100, MOUNTAIN HOUSE, CA 95391
(209) 831-2300 • (209) 831-5610 FAX

CONSULTANT AGREEMENT

CONTRACT ID # A-1920-20

DATE: January 15, 2020

PARTIES:	MHCSD:	Mountain House Community Services District 230 S. Sterling Dr, Ste 100 Mountain House, CA 95391
	CONSULTANT:	Robertson-Bryan, Inc. 9888 Kent Street Elk Grove, CA 95624

The Parties agree as follows:

1. Priority of Documents:

Each of the items listed below is hereby incorporated into this Agreement by this reference. In the event of an inconsistency in this Agreement, the inconsistency shall be resolved by giving precedence in the following order:

- A. Applicable Federal and State of California statutes and regulations, this Agreement and its exhibits.
- B. CONSULTANT'S Proposal dated December 23, 2019.

2. Scope of Professional Services:

CONSULTANT agrees to provide review and comment on Request for Proposal for Operations and Maintenance of Water, Wastewater and Stormwater Facilities and Utility Billing Services, per attached Scope of Service ("Work").

3. Term of Agreement:

This Agreement shall commence on the date of execution by the MHCSD General Manager, and continue until June 30, 2021, unless said work is completed on a date prior thereto or unless terminated earlier as provided herein.

4. Compensation:

The compensation shall not exceed the amount of \$7,092 for services performed pursuant to this Agreement. Payments shall be made within 30 days of receipt of invoice from CONSULTANT.

5. Standard of Performance:

CONSULTANT shall perform all Work in a first-class manner in conformance with the standards of quality normally observed by a person practicing in CONSULTANT's profession.

6. Inspection:

All Work performed and materials (if any) provided by CONSULTANT shall be subject to inspection and approval by MHCSD prior to acceptance, approval and authorization of payments.

7. Invoicing:

CONSULTANT shall submit one original and one copy of each invoice to: MHCSD, 230 S. Sterling Drive, Suite 100, Mountain House, CA 95391. All invoices must reference this Contract ID Number and the Federal Tax Payer Identification Number. All invoices must include a detailed description of work performed, indicate number of hours spent, and specify the related task/deliverable from scope of services. Each invoice shall also identify (1) total contract amount (\$), (2) expenses to date (\$), (3) remaining funds per contract (\$), and (4) total amount due per invoice (\$). Payments will be made against invoices as submitted.

8. Consultant's Status:

In the performance of work, duties and obligations imposed by this Agreement, the CONSULTANT is at all times acting as an Independent Contractor practicing his or her profession and not as an employee of the MHCSD. CONSULTANT shall perform the CONSULTANT's work in accordance with currently approved methods and standards of practice in the CONSULTANT's professional specialty. A copy of CONSULTANT's current business license shall be provided to MHCSD. The CONSULTANT shall not have any claim under this Agreement or otherwise against MHCSD for vacation, sick leave, retirement benefits, social security or worker's compensation benefits. The CONSULTANT shall be responsible for federal and state payroll taxes such as social security and unemployment. MHCSD will issue a form 1099 at year-end for fees earned.

9. Assignments:

Inasmuch as this Agreement is intended to secure the specialized services of the CONSULTANT, CONSULTANT may not assign, transfer, delegate or subcontract their obligation herein without the prior written consent of MHCSO. Any such assignment, transfer, delegation or subcontract without the prior written consent shall be considered null and void. MHCSO may assign projects to other consultants or staff at its sole discretion.

10. Non-Exclusive Rights:

This Agreement does not grant to CONSULTANT any exclusive privileges or rights to provide services to MHCSO. CONSULTANT may contract with other agencies, private companies or individuals for similar services.

11. Compliance:

CONSULTANT shall comply with all Federal, State and local laws, regulations and requirements necessary for the provision of contracted services. Furthermore, CONSULTANT shall comply with all laws applicable to wages and hours of employment, occupational safety, and to fire safety, health and sanitation.

CONSULTANT represents and warrants that CONSULTANT possesses all licenses, permits, and qualifications legally required for the performance of the Work. CONSULTANT shall, at CONSULTANT's sole cost and expense, maintain all such licenses, permits and qualifications in full force and effect throughout the term of this Agreement.

12. Indemnification, Hold Harmless and Defense:

To the fullest extent permitted by law, CONSULTANT shall indemnify, hold harmless and defend MHCSO, its directors, officers, employees, agents and authorized volunteers, and each of them, from and against any and all claims, demands, causes of action, damages, penalties, judgments, awards, decrees, costs, expenses, attorneys' fees, losses or liabilities, in law or in equity, of every kind or nature, including but not limited to personal injury, bodily injury, wrongful death, and property damage including any damage to MHCSO's property, arising out of CONSULTANT's alleged negligence, or wrongful acts related to or in connection with CONSULTANT'S performance of duties under the terms and conditions of this Agreement.

To the fullest extent permitted by law, MHCSO shall indemnify, hold harmless and defend the CONSULTANT, its directors, officers, employees, agents and each of them (collectively referred to as "CONSULTANT Indemnified Parties") from and against any and all claims, demands, causes of action, damages, penalties, judgments, awards, decrees, costs, expenses, attorneys' fees, losses or liabilities, in law or in equity, of every kind or nature, including but not limited to personal injury, bodily injury, wrongful death, and property damage including any damage to the CONSULTANT's property, arising out of MHCSO's alleged negligence, or wrongful acts related to or in connection with MHCSO's performance of duties under the terms and conditions of this Agreement.

13. Insurance:

CONSULTANT, if required to work on MHCS D property during the contract period, shall submit proof of insurance to MHCS D showing Mountain House Community Services District, its officers, agents and employees named as Additional Insured. Insurance policy shall contain provisions that such policy may not be canceled except after thirty (30) days written notice to the MHCS D, ten (10) days notice if cancellation is due to nonpayment of premium.

CONSULTANT agrees that CONSULTANT is responsible to insure that the requirements set forth in this article/paragraph are also be met by CONSULTANT'S subcontractors/consultants who provide services pursuant to this Agreement. Copies of insurance certificates shall be filed with the MHCS D.

General Liability Limits

1.	BI & PD combined/per occurrence	\$1,000,000
	/Aggregate	\$1,000,000
2.	Personal Injury/Aggregate	\$1,000,000
3.	Professional Liabilities	\$1,000,000
	<i>Workers' Compensation and Employer's Liability</i>	Statutory requirement

14. Discrimination:

CONSULTANT shall not discriminate in the provision of service or in the employment of persons engaged in the performance of this Agreement on account of race, color, national origin, ancestry, religion, gender, marital status, sexual orientation, age, physical or mental disability in violation of any applicable local, state or federal laws or regulations.

15. Notices:

Any notice required to be given pursuant to the terms and provisions hereof shall be in writing and shall be effected by personal delivery or by first class mail, registered or certified, postage prepaid, return receipt requested. Unless otherwise designated by either party in writing, such notices shall be mailed as shown on the first page of this Agreement.

16. Termination:

If the CONSULTANT breaches or habitually neglects the CONSULTANT's duties under this Agreement without curing such breach or neglect upon fifteen (15) working days written notice, the MHCS D may, by written notice, immediately terminate this Agreement without prejudice to any other remedy to which MHCS D may be entitled, either at law, in equity, or under this Agreement. In addition, either party may terminate this Agreement upon sixty (60) days written notice to other party.

17. Conflict of Interest Statement:

CONSULTANT covenants that CONSULTANT, its officers or employees or their immediate family, presently has no interest, including, but not limited to, other projects or independent contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. CONSULTANT further covenants that in the performance of this Agreement no person having any such interest shall be employed or retained by CONSULTANT under this Agreement. CONSULTANT shall not hire MHCSD's employees to perform any portion of the work or services provided for herein including secretarial, clerical and similar incidental services except upon the written approval of MHCSD. Performance of services under this Agreement by associates or employees of CONSULTANT shall not relieve CONSULTANT from any responsibility under this Agreement.

18. Drug Free Workplace:

CONSULTANT shall comply with the provisions of Government Code Section 8350 et seq., otherwise known as the Drug-Free Workplace Act.

19. Force Majeure

It is agreed that neither party shall be responsible for delays in delivery or acceptance of delivery or failure to perform when such delay or failure is attributable to Acts of God, war, strikes, riots, lockouts, accidents, rules or regulations of any governmental agencies or other matters or conditions beyond the control of either the seller/contractor or the purchaser.

20. Form Law:

The Laws of the State of California shall govern this Agreement. Venue is San Joaquin County. The provision of this paragraph shall survive expiration or other termination of this Agreement regardless of the cause of such termination.

21. Documents:

All drawings, specifications, documents and other memoranda or writings relating to the work and services hereunder, shall remain or become the property of the MHCSD whether executed by or for the CONSULTANT for MHCSD, or otherwise by or for the CONSULTANT, or by or for a subcontractor operating under the CONSULTANT'S supervision, or direction, and all such documents and copies thereof shall be returned or transmitted to MHCSD forthwith upon termination or completion of the work under this Agreement.

22. Attorneys' Fees:

If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which such party may be entitled.

23. Waiver:

No waiver of any breach of any covenant or provision of this Agreement shall be deemed a waiver of any other covenant or provision hereof, and no waiver shall be valid unless in writing and executed by the waiving party. An extension of time for performance of any obligation or act shall not be deemed an extension of the time for performance of any other obligation or act, and no extension shall be valid unless in writing and executed by the waiving party.

24. No Third Party Beneficiaries:

Nothing contained in this Agreement is intended to or shall be deemed to confer upon any person, other than the parties, any rights or remedies hereunder.

25. Headings:

The headings of the sections and exhibits of this Agreement are inserted for convenience only. They do not constitute part of this Agreement and are not to be used in its construction.

26. Non-Liability of Officials, Employees and Agents:

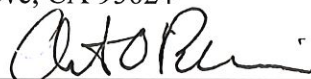
No officer, official, employee or agent of District shall be personally liable to CONSULTANT in the event of any default or breach by District or for any amount which may become due to CONSULTANT pursuant to this Agreement.

27. Entire Agreement and Modification:

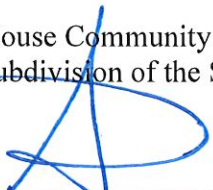
This Agreement supersedes all previous Agreements either oral or in writing and constitutes the entire understanding of the parties hereto. No changes, amendments or alterations shall be effective unless in writing and signed by both parties.

IN WITNESS WHEREOF, MHCS D and CONSULTANT have executed this Agreement on the day and year first written above.

Robertson-Bryan, Inc.
9888 Kent Street
Elk Grove, CA 95624

By: 
Consultant

Mountain House Community Services District,
a political subdivision of the State of California

By: 
Steven J. Pinkerton
General Manager

Date: 1-15-2020

Approved as to Form:

By: 
John Bakker
Interim General Counsel



December 23, 2019

DELIVERED BY EMAIL

Mr. Doug Louie
Operations and Maintenance Superintendent
Mountain House Community Services District
230 South Sterling Drive, Suite 100
Mountain House, CA 95391

Subject: Proposal to Review and Comment on Request for Proposal (RFP) for Operations and Maintenance of Water, Wastewater and Stormwater Facilities and Utility Billing Services for the Mountain House Community Services District Agreement (Operations Agreement)

Dear Mr. Louie:

As requested, please accept this proposal for Robertson-Bryan, Inc. (RBI) to provide professional services to the Mountain House Community Services District (MHCS D) to review and comment on the RFP for the Operations Agreement.

Based on our discussions, RBI understands that MHCS D will be seeking proposals from responsive and qualified contract operators to operate, maintain, monitor and bill rate-payers for the water, wastewater and stormwater systems in the service area. It is anticipated that an agreement to replace the current *Agreement for Operation and Maintenance of Water, Wastewater and Stormwater Facilities and Utility Billing Services for the Mountain House Community Services District* dated September 15, 2015 (Current Agreement) will be the outcome of the RFP.

RBI's scope of work and budget for these services is provided below.

I. SCOPE OF WORK

This scope of work is organized into the tasks outlined in the subsequent sections.

TASK 1: REVIEW DRAFT RFP

RBI understands that MHCS D staff will prepare a Draft RFP. RBI will review the RFP using our knowledge of the MHWTP operations. RBI will provide edits and comments on the Draft RFP to the MHCS D in Microsoft Word format.

Mr. Doug Louie
Mountain House Community Services District
Operations Agreement RFP Review and Comment
December 23, 2019
Page 2



TASK 2: CONFERENCE TO DISCUSS FINAL RFP

RBI will join a conference call to discuss review comments on the Draft RFP. Based on agreed upon revisions to the Draft RFP determined during the conference call, MHCS D will prepare a Final RFP for use in advertising the work.

II. SCHEDULE

RBI can begin providing professional services associated with the tasks defined herein upon receipt of a contract or written authorization to proceed.

III. CONTRACT AND BILLING ARRANGEMENT

RBI recommends a time-and-materials contract, not to exceed the amount shown in Attachment 1 without written authorization, to provide the professional services outlined herein (see Attachment 1 for a detailed project budget). RBI will invoice the MHCS D monthly according to the fee schedule in Attachment 2 for all RBI work activities completed in the prior month.

If you have any questions regarding this proposal, please do not hesitate to contact me at (916) 405-8944.

Sincerely,

A handwritten signature in blue ink that reads 'Art O'Brien'.

Art O'Brien, PE
Partner

Attachment 1: Budget

Attachment 2: Fee Schedule

ATTACHMENT 1

BUDGET

RFP Review and Comment for the Operations Agreement for MHCSD

Robertson-Bryan, Inc.					
	Partner- O'Brien	Art	Associate- Michelle Brown	Project Engineer II - Cyle Moon	Subtotal
PROFESSIONAL SERVICES					
Task 1: Review Draft RFP	8		2	4	\$ 3,546.00
Task 2: Conference to Discuss Final RFP	8		2	4	\$ 3,546.00
Total Hours:	16		4	8	
Rate:	\$ 285.00		\$ 239.00	\$ 197.00	
Labor Subtotal:	\$ 4,560.00		\$ 956.00	\$ 1,576.00	\$ 7,092.00
DIRECT EXPENSES					
Mileage	\$				
Direct Expenses Subtotal:	\$				-
TOTAL	\$				7,092.00

ATTACHMENT 2

2019 FEE SCHEDULE

Charges for project work performed by Robertson-Bryan, Inc. (RBI) will be calculated and billed at the hourly rates shown below.

PROFESSIONAL SERVICES	RATE/HOUR
◆ Managing Partner	\$294.00
◆ Partner	\$285.00
◆ Principal Engineer/Scientist	\$276.00
◆ Resource Director	\$249.00
◆ Associate	\$239.00
◆ Senior Engineer/Scientist II	\$233.00
◆ Senior Engineer/Scientist I	\$224.00
◆ Project Engineer/Scientist III	\$207.00
◆ Project Engineer/Scientist II	\$197.00
◆ Project Engineer/Scientist I	\$179.00
◆ Staff Engineer/Scientist II	\$167.00
◆ Staff Engineer/Scientist I	\$152.00
◆ Technical Analyst	\$146.00
◆ Graphics/GIS	\$134.00
◆ Laboratory Compliance Specialist	\$130.00
◆ Administrative Assistant	\$96.00
◆ Intern	\$62.00

Up to ten percent (10%) of subcontractor charges will be added to cover administrative costs. Hourly rates will be increased by a minimum of fifty percent (50%) for depositions, trials, and hearings. Rates will be adjusted annually. Rates are adjusted annually, effective December 16th.

Invoicing and Payments

Invoices will be issued on a monthly basis for all work performed on a project. Payment is due upon receipt of the invoice.