

3. Term of Agreement:

This Agreement shall commence on the date of execution by the MHCS D 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 \$20,000 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 MHCS D.

7. Invoicing:

CONSULTANT shall submit one original and one copy of each invoice to: MHCS D, 251 E. Main Street, Mountain House, CA 95391. All invoices must reference this Contract ID Number, the service performed and the Federal Tax Payer Identification Number. 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 MHCS D. 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 MHCS D. The CONSULTANT shall not have any claim under this Agreement or otherwise against MHCS D 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. MHCS D 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.

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.

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 MHCS D'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 MHCS D. 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 MHCS D whether executed by or for the CONSULTANT for MHCS D, 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 MHCS D 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:

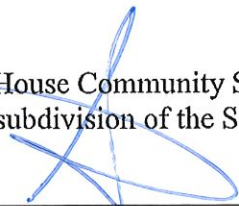
This Agreement supersedes all previous Agreements either oral or in writing and constitutes the entire understanding of the parties hereto. No changes, amendments or alterations shall be effective unless in writing and signed by both parties.

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

Consultant

By: 
Consultant

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

By: 
Steven J. Pinkerton
General Manager

Date: 11/19/2020

November 17, 2020

Mr. Anush Nejad
Community Development Director
Mountain House Community Services District

(Sent via e-mail only – anejad@sjgov.org)

Re: Grant Line Road Deceleration Lane – Scope and Fee

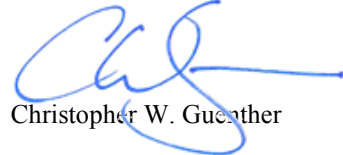
Dear Anush:

Enclosed for your approval are a scope, fee and hourly rate schedule to prepare and process improvement plan and provide construction staking services for a deceleration lane on the north side of Grant Line Road. This deceleration lane is intended to provide access to the two proposed driveways for the future Mustang Square commercial development.

If you find the proposal satisfactory, please prepare a Work Agreement and provide a copy for execution. If you have any questions, please let me know.

Best regards,

MACKAY & SOMPS



Christopher W. Gueather

Enclosure

cc.: Valerie Watts - vwatts@sjgov.org

EXHIBIT A

Consultant agrees to perform the Services as listed in PARTS A through C based on the following stated project status or assumptions.

1. Project Description: Client intends to add a deceleration lane to the approved Grant Line Road Phase I plan set for the benefit of the future Mustang Square development, hereinafter called "Project". Client desires to retain Consultant for the performance of land planning, civil engineering, and land surveying services to the generally accepted standards of practice in effect at the time of performance, for the project which are hereinafter called the "Services".
2. This proposal assumes that the addition of the turn lane will occur as a revision to the previously approved plan set and will be processed through Mountain House Community Services District as such.

Any of the above Services, listed as "completed" or "by others" are not included in Consultant's scope of Services. Any requested Services for these items will be Additional Services.

PART A — PRELIMINARY ENGINEERING AND PLANNING SERVICES

Not included as part of this contract

PART B – DESIGN SERVICES

1. Prepare and Process - Plan Amendment - Deceleration Lane
 - MacKay & Somsps will amend sheets 4 of 18 and 10 of 18 from within the West Grant Line Road Phase I plan set with sheets 4A and 10A showing the cross-section, profile and plan view for a deceleration lane entering the future Mustang Square development. The location of the driveway entrance will be based on the CAD file and/or station reference as provided by the Mustang Square developer. The deceleration lane will be designed based on Caltrans and MHCSO standard details and requirements.
 - TJKM, as a subconsultant to MacKay & Somsps will process an amendment to the striping plan to accommodate the extended drop lane and access to the two proposed driveways.

PART C – CONSTRUCTION SERVICES

This Agreement provides for construction consultation and construction staking services. Should a change in this Agreement or ownership of project occur wherein these services are performed by others, or not performed at all, Consultant shall not be held responsible for interpretation, errors or omissions in the plans which customarily become apparent and easily solvable during the course of construction. In addition, the Services performed by Consultant (i.e., field staking calculations, field notes, survey control, etc.) in anticipation of performing construction staking Services shall be invoiced and paid by Client.

Consultant's design staff shall provide intermittent on-site field consultation as requested by Client during construction to interpret plans and offer advice to Client. Client agrees that Consultant is not responsible for the construction means, methods, techniques, sequences, or procedures, or for the safety precautions or programs in connection with the construction work, nor is Consultant responsible for the acts or omissions of contractor or others performing the work or for the failure of such contractor to carry out the work in accord with the plans, specifications and other contract documents.

CONSULTANT WILL PROVIDE THE FOLLOWING CONSTRUCTION STAKING:

1. Rough Grading: From the survey control points, set points as follows:

Stripping limits and perimeter slope stakes to define grading limits and 5-foot offset stakes to top of curb and pad elevations. Also, rear corner stakes referencing the rear of the building pad to be constructed and cut or fill elevation.
2. Utilities: Using previously set survey stakes as reference, set offset stakes for the extension of the fire hydrant, irrigation sleeves, and other extensions as shown n the approved improvement plans.

PART D – ASSUMPTIONS

Consultant's Scope of Services and Compensation are based on the following assumptions:

1. Agency Approvals:
 - a. Client will provide guidance and advice from Client's legal counsel as to the need for, and the procedures for obtaining approvals, permits, or other licenses from governmental agencies. Consultant will actively participate in the permit process, but the primary responsibility in this regard shall remain with the Client.
 - b. Client will monitor the need for, and to process, extensions of approval for Zonings, Use Permits, Tentative Maps, and other entitlements.
2. Client will provide for the preparation and processing of the Environmental Impact Report and/or other environmental studies or clearances.
3. Access to Site: Client will secure permission of the property owner for the Consultant to enter upon the property when necessary to accomplish the Services and to obtain permission from affected property owners if grading or other work is required to be done on their property.
4. Plan Use:
 - a. Client will use the plans, specifications, special provisions, standards and bid quantity forms prepared by Consultant without changes, unless changes are approved by Consultant in writing.
 - b. Client will assume complete responsibility and liability for changes in design, construction quantities, project cost, etc., whenever Client or others use unsigned or unapproved survey maps or construction drawings for bidding or construction purposes.
 - c. Client will notify Consultant in the event Client discovers or becomes aware of changed field or other conditions which necessitate clarification, adjustments, modifications or other changes during the construction phase of the project and Client agrees to engage Consultant to prepare said clarifications, adjustments, modifications or other changes to Consultant's Instruments of Professional Service before construction activities commence or further activity proceeds. Further, Client agrees to require the Contractor or other Consultants to notify Client of any changed field or other conditions so that Client may in turn notify Consultant pursuant to the provisions of this paragraph.
 - d. Client to retain Consultant to "update" Consultant's instruments of professional services for code or standards compliance that become effective after the date of signature and seal by Consultant.

EXHIBIT C

**PLEASANTON OFFICE
 HOURLY RATE FEE SCHEDULE – APRIL 1, 2020 TO MARCH 31, 2021
 RATES SUBJECT TO ANNUAL ADJUSTMENT BEGINNING APRIL 1, 2021**

PROFESSIONAL AND OFFICE

Principal Engineer / Principal Surveyor	\$278.00 per hour
Associate / Engineering Manager / Planning Manager.....	\$248.00 per hour
Senior Project Engineer / Planner / Land Surveyor	\$228.00 per hour
Senior Engineer / Planner / Land Surveyor	\$214.00 per hour
Associate Engineer / Planner / Land Surveyor	\$188.00 per hour
Assistant Engineer / Planner / Land Surveyor	\$158.00 per hour
Junior Engineer / Planner / Land Surveyor.....	\$134.00 per hour
Field Work Supervisor	\$168.00 per hour
Principal Technician	\$166.00 per hour
Senior Technician	\$138.00 per hour
Technician.....	\$114.00 per hour
Administrative Assistant.....	\$102.00 per hour
Clerical	\$82.00 per hour
Office Assistant.....	\$62.00 per hour

FIELD

1 Man Field Party*	\$175.00 per hour
2 Man Field Party*	\$286.00 per hour
3 Man Field Party*	\$360.00 per hour

*Includes GPE equipment when appropriate

OTHER

Premium for Required Overtime	Regular Hourly Rate plus 25%
Mileage.....	IRS Standard Mileage Rate
Direct Costs and Outside Contract Services	Cost plus 15%