

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 \$50,000 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 MHCSD.

7. Invoicing:

CONSULTANT shall submit one original and one copy of each invoice to: MHCSD, 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 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.

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 /Aggregate	\$1,000,000 \$1,000,000
2.	Personal Injury/Aggregate	\$1,000,000
3.	Professional Liabilities	\$1,000,000

Workers’ Compensation and Employer’s Liability 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 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: [Signature] 12/11/2020
Consultant

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

By: [Signature]
Steven J. Pinkerton
General Manager

Date: 12/11/2020

Approved as to Form:

By: [Signature]
John Bakker
Interim General Counsel



19933.020.CSD

December 4, 2020

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

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

Re: Miscellaneous Plats and Dedications – Scope and Fee

Dear Anush:

Enclosed for your approval are a scope, fee and hourly rate schedule to prepare and process various plats and legal descriptions to convey property from the developers of the A&B neighborhoods to Mountain House CSD via grant deed and/or Irrevocable Offer of Dedication (IOD).

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

A handwritten signature in blue ink, appearing to read "CW Guenther", is written over the printed name.

Christopher W. Guenther

Enclosure

cc.: Devon Crowe dcrowe@sjgov.org

- SINCE 1953 -

5142 FRANKLIN DRIVE, SUITE B, PLEASANTON, CALIFORNIA 94588-3368 PHONE: (925) 225-0690 FAX: (925) 225-0698

OFFICES: PLEASANTON ROSEVILLE

www.msce.com

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 convey various parcels of land from MHI to Mountain House Community Services District (MHCS D) via Plat & Legal description, 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 since the property is being conveyed to a Public Agency (MHCS D), dedications can occur via Plat & Legal Description and do not need to comply with the Subdivision Map Act.

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. Plats & Legal Descriptions
 - Consultant will prepare a plat, legal description, and math check suitable for recordation at the San Joaquin County Recorder's office.
2. Preliminary Title Reports (CLTA-28 Form)
 - Consultant will sub-contract with First American Title Company to provide a Preliminary Title Report for the property to be conveyed.
3. Grant Deeds
 - Consultant will assist MHCS D with the preparation of the IOD and/or grant deeds to convey interest to MHCS D. MHCS D agrees to have legal consul review each Grant Deed, Title Report, and Plat and Legal Description prior to recordation. It is assumed that MHCS D will handle the final assembly and recordation of the documents.

Note: A list of the potential dedications is included in Exhibit 'D'.

PART C – CONSTRUCTION SERVICES

Not included as part of this contract

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. 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 B

Client agrees to pay compensation to Consultant for his Services as follows:

A. Fees:

SUMMARY OF FEES (Exclusive of ADDITIONAL SERVICES and OTHER CHARGES)

A) Preliminary Phase Fees

Not included as part of this contract

B) Design Fees

a. Plats and Legals	\$40,000 T&M
b. Title Reports (a\$500 each, assume 15 total)	\$ 7,500 T&M
c. Grant Deed Assistance	\$ 2,500 T&M

C) Construction Fees

Not included as part of this contract

Total Estimated Fee \$50,000 T&M

B. Backcharges: It is hereby agreed that no subtraction of amounts from Consultant's fees for alleged errors shall be made unilaterally by Client without consultation with Consultant's Operations Manager. Any claim that Services are unacceptable shall be made to the Consultant's Operations Manager within 30 days of the time Client discovers a potential backcharge situation, for resolution.

C. Fees and Fee Adjustments:

a. Time and Material charges shall be invoiced in accordance with the Hourly Rate Fee Schedule (EXHIBIT C) which is subject to adjustment on April 1, 2021 and annually thereafter.

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

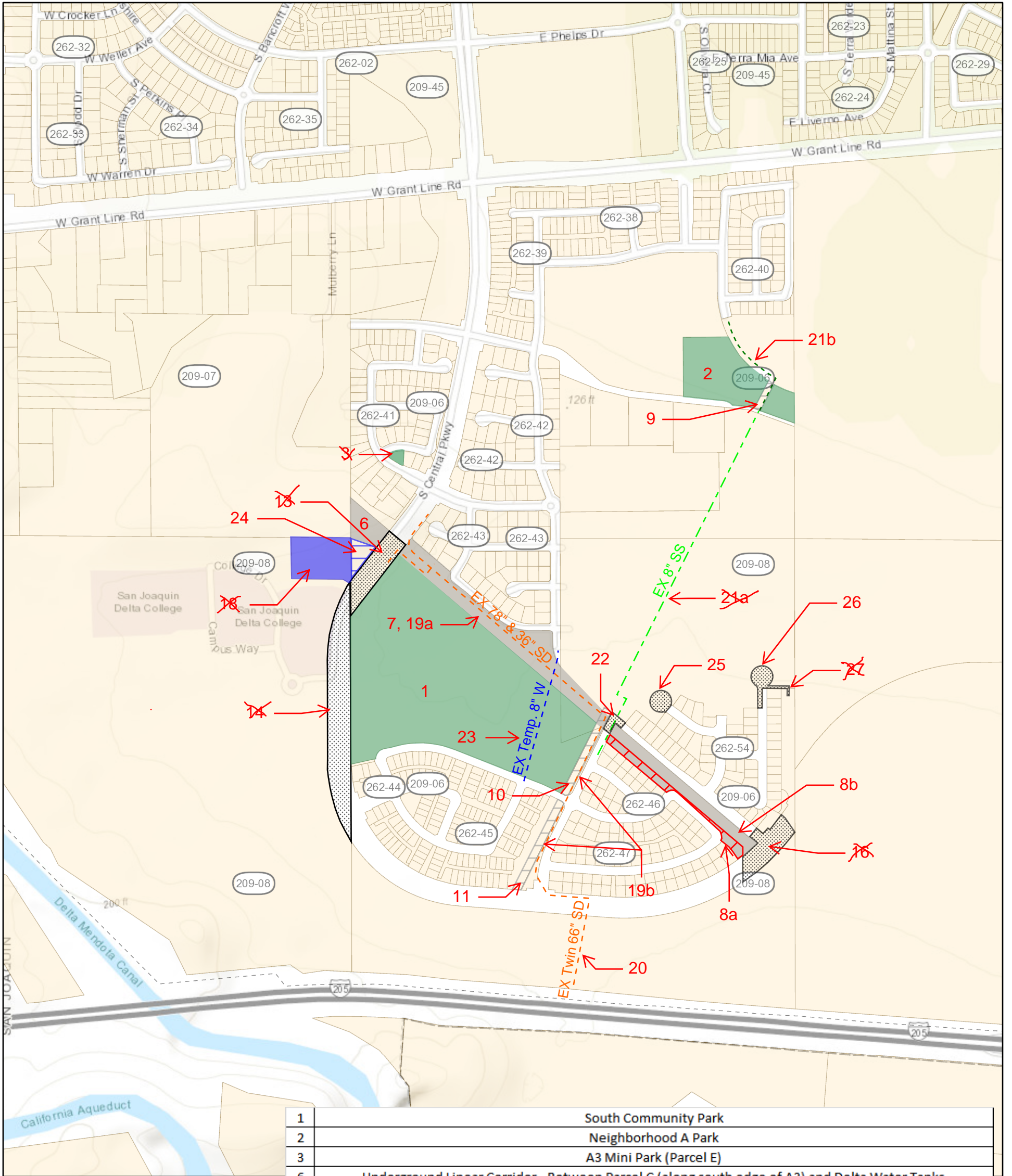
1 Man Field Party*	\$175.00 per hour
2 Man Field Party*	\$286.00 per hour
3 Man Field Party*	\$360.00 per hour

*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%

EXHIBIT 'D'



October 7, 2020

1	South Community Park
2	Neighborhood A Park
3	A3 Mini Park (Parcel E)
6	Underground Linear Corridor - Between Parcel C (along south edge of A3) and Delta Water Tanks
7	Underground Linear Corridor - Through South Community Park
8a	Underground Linear Corridor - Along Zinna Way between B5 & B2/B3
8b	Underground Linear Corridor - Along Zinna Way between B5 & B2/B3
9	Overhead Linear Corridor - Through A2 and Neighborhood A Park
10	Overhead Linear Corridor - Along Nipoti Ranch Rd
11	Overhead Linear Corridor - Along Nipoti Ranch Rd
16	Central Pkwy (B2/B3)
18	Delta Water Tanks
19a	Storm Drain Lines (through south community park, underground corridor)
19b	Storm Drain Lines (parallel to Nipoti Ranch Rd)
20	Storm Drain Lines (between Central Pkwy & I205)
21a	Sanitary Sewer Line (from Central Pkwy/Nipoti Ranch Rd to NH A Park through the overhead corridor)
21b	Sanitary Sewer Line (from NH A Park to A2)
22	Extension of Nipoti Ranch Rd and Zinnia Way to create the intersection of these two roadways
23	Temporary water line between B4 and A4
24	Delta water tank driveway and the landscaping fronting Delta Water Tanks
25	Turn around bulb at end of Taube St
26	Turn around bulb at end of Luke St and western half of Luke St from Sta. 6+57 to turn around bulb.
27	Storm drain bulb up and infiltration trench at the end of Luke St.