

completed on a date prior thereto or unless terminated earlier as provided herein. Consultant shall complete the Work described in Exhibit A on or before 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 MHCS D's right to terminate the Agreement, as referenced in Section 8.

- 2.3 **Standard of Performance.** Consultant shall perform all Work in a first-class manner in conformance with the standards observed by a competent practitioner of the profession in which Consultant is engaged.
- 2.4 **Inspection.** All Work performed and materials (if any) provided by Consultant shall be subject to inspection and approval by MHCS D.
- 2.5 **Assignment of Personnel.** Consultant shall assign only competent personnel to perform services pursuant to this Agreement. In the event that MHCS D, 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 MHCS D of such desire of MHCS D, reassign such person or persons.
- 2.6 **Time is of the Essence.** Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to timely finish the Scope of Work, to meet the standard of performance provided in Section 2.3 above and to satisfy Consultant's obligations hereunder.

3. **Terms of Payment.**

- 3.1 **Compensation.** MHCS D hereby agrees to pay Consultant a sum not to exceed ninety eight thousand one hundred thirty dollars, (\$98,130) notwithstanding any contrary indications that may be contained in Consultant's proposal for services to be performed and reimbursable costs incurred under this Agreement. MHCS D 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 MHCS D to Consultant for services rendered pursuant to this Agreement. Consultant shall submit all invoices to MHCS D in the manner specified herein. Except as specifically authorized by MHCS D in writing, Consultant shall not bill MHCS D for duplicate services performed by more than one person.

Consultant and MHCS D acknowledge and agree that compensation paid by MHCS D 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. MHCS D therefore has no responsibility for such contributions beyond compensation required under this Agreement.

- 3.2 **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 via e-mail to **mhcldbilling@sjgov.org**. Invoices delivered to any other e-mail address will be deemed undelivered and not paid.

Invoices shall contain the following information:

- a. Contract ID number;
- b. Federal Tax Payer Identification Number;
- c. Contract expiration date;
- d. The beginning and ending dates of the billing period;
- e. 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;
- f. At MHCS D'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;
- g. The total number of hours of Work performed under the Agreement by Consultant and each employee, agent, and subcontractor of Consultant performing services hereunder; and
- h. The Consultant's signature.

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

3.4 Final Payment. MHCS D 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 MHCS D of a final invoice, if all services required have been satisfactorily performed.

3.5 Total Payment.

- a. MHCS D shall pay for the services to be rendered by Consultant pursuant to this Agreement. MHCS D shall make no payment for any extra, further, or additional service pursuant to this Agreement.
- b. 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.

- c. MHCS D shall not pay any invoice or otherwise provide compensation to Consultant in excess of the maximum amount of compensation provided herein unless the Agreement is modified prior to the performance of such Work or services.
- d. MHCS D shall not pay any invoice or otherwise provide compensation to Consultant for Work or services performed after the expiration or termination of this Agreement unless the Agreement is modified prior to the performance of such Work or services.

3.6 Hourly Rate/Fees. Unless the services provided are for a lump sum or flat fee, fees for Work performed by Consultant on an hourly basis shall not exceed the amounts shown on the compensation cost proposal attached hereto as Exhibit B and incorporated herein. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit B, the Agreement shall prevail.

3.7 Reimbursable Expenses. Reimbursable expenses are specified in Exhibit B. Reimbursable expenses not listed in Exhibit B are not chargeable to MHCS D. Reimbursable expenses shall not include a mark-up shall be billed as a direct costs. In no event shall expenses be advanced by MHCS D to the Consultant. Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.

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

3.9 Payment upon Termination. In the event that MHCS D or Consultant terminates this Agreement pursuant to Section 8, MHCS D 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 to verify costs incurred to that date.

3.10 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.

4. Consultant's Status.

4.1 Independent Contractor. In the performance of the Work, duties and other 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 MHCS D. Consultant shall perform the 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. San Joaquin County will issue a form 1099 on behalf of MHCS D at year-end for fees earned.

- 4.2 **Consultant Not an Agent.** Except as MHCS D may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of MHCS D in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind MHCS D to any obligation whatsoever.
- 4.3 **Non-Exclusive Rights.** This Agreement does not grant to Consultant any exclusive privileges or rights to provide services to MHCS D. Consultant may contract with other agencies, private companies or individuals for similar services.

5. **Legal Requirements.**

- 5.1 **Compliance.** Consultant shall comply with all Federal, State and local laws, regulations and requirements necessary for the performance of the Work. Consultant shall comply with all laws applicable to wages and hours of employment, occupational safety, and to fire safety, health and sanitation.
- 5.2 **Licenses and Permits.** Consultant represents and warrants to MHCS D 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 MHCS D that Consultant and its employees, agents, and 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.
- 5.3 **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 the Work. 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, including secretarial, clerical and similar incidental services except upon the written approval of MHCS D. Performance of the Work by associates or employees of Consultant shall not relieve Consultant from any responsibility under this Agreement.
- 5.4 **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, gender identity, 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 pursuant to 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 Agreement, including but not limited to the satisfaction of any positive obligations required of Consultant thereby.
- 5.5 **Drug Free Workplace.** Consultant shall comply with the provisions of Government Code Section 8350 et seq., otherwise known as the Drug-Free Workplace Act.

5.6 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.

5.7 Subcontracts. Consultant shall include the provisions of this Section 5 in any subcontract approved by the Contract Administrator or this Agreement.

6. Indemnification, Hold Harmless and Defense.

To the fullest extent permitted by law, Consultant shall indemnify, hold harmless and defend MHCS D, 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 MHCS D'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, MHCS D 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 MHCS D's alleged negligence, or wrongful acts related to or in connection with MHCS D's performance of duties under the terms and conditions of this Agreement.

Notwithstanding the forgoing, to the extent this Agreement is a "construction contract" as defined by California Civil Code Section 2782, as may be amended from time to time, such duties of consultant to indemnify shall not apply when to do so would be prohibited by California Civil Code Section 2782.

7. Insurance.

Before beginning any Work under this Agreement, Consultant, at its own cost and expense, unless otherwise specified below, shall procure the types and amounts of insurance described in Exhibit C, incorporated herein, 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. Consistent with the following provisions, Consultant shall provide proof satisfactory to MHCS D of such insurance that meets the requirements of Exhibit C and under forms of insurance satisfactory in all respects, and that such insurance is in effect prior to beginning Work to MHCS D. Consultant shall maintain the insurance policies required by Exhibit C throughout the term of this Agreement. The cost of such insurance shall be included in the Consultant's proposal. Consultant shall not allow any subcontractor to commence Work on any subcontract until Consultant has obtained all insurance required by Exhibit C for the subcontractor(s) and provided evidence that such insurance is in

effect to MHCS D. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution.

8. Termination and Modification.

8.1 Termination. MHCS D may cancel this Agreement at any time and without cause upon written notification to Consultant. Consultant may cancel this Agreement upon sixty (60) days' written notice to MHCS D 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; MHCS D, however, may condition payment of such compensation upon Consultant delivering to MHCS D any or all work product, including, but not limited to documents, photographs, computer software, video and audio tapes, and other materials provided to Consultant or prepared by or for Consultant or MHCS D in connection with this Agreement.

8.2 Extension. MHCS D may, in its sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Section 2.2. Any such extension shall require a written amendment to this Agreement, as provided for herein. The MHCS D General Manager is hereby authorized to negotiate and execute such extension.

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

8.4 Assignment and Subcontracting. MHCS D 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 MHCS D 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. Any such assignment, transfer, delegation or subcontract without the prior written consent shall be considered null and void.

8.5 Survival. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between MHCS D 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, MHCS D's remedies shall include, but not be limited to, the following:

- a. Immediately terminate the Agreement;
- b. Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement;

- c. Retain a different consultant to complete the Work described in Exhibit A not finished by Consultant; or
- d. Charge Consultant the difference between the cost to complete the Work that is unfinished at the time of breach and the amount that MHCSD would have paid Consultant pursuant to Section 3 if Consultant had completed the Work.

9. **Miscellaneous.**

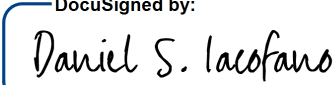
- 9.1 **Contract Administrator.** The Contractor Administrator shall be designated, and may be changed, by the MHCSD General Manager in writing.
- 9.2 **Notices.** Any notice required to be given pursuant to the terms and provisions hereof shall be in writing and shall be effected by personal delivery 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.
- 9.3 **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 that may become due to Consultant pursuant to this Agreement.
- 9.4 **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.
- 9.5 **Documents.** All drawings, specifications, documents and other memoranda or writings relating to the Work hereunder, shall remain or become the property of MHCSD upon termination of this Agreement, 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. Prior to termination Contractor shall deliver to MHCSD any such records upon request.
- 9.6 **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.
- 9.7 **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.

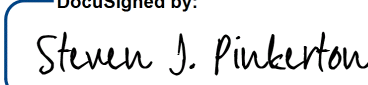
- 9.8 **No Third Party Beneficiaries.** Nothing contained in this Agreement is intended to or shall be deemed to confer upon any person, other than the parties, any rights or remedies hereunder.
- 9.9 **Headings.** The headings of the sections and exhibits of this Agreement are inserted for convenience only. They do not constitute part of this Agreement and are not to be used in its construction.
- 9.10 **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.
- 9.11 **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

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

MIG

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

DocuSigned by:

 By: _____
 Daniel S. Iacofano

DocuSigned by:

 By: _____
 Steven J. Pinkerton
 General Manager

Date: 6/21/2022 _____

Date: 6/21/2022 _____

EXHIBIT A
SCOPE OF SERVICES

[Insert]

June 7, 2022



Rochelle Henson, Planner
David James, Community Development Director
Mountain House Community Services District
251 East Main Street
Mountain House, CA 95391

Subject: Proposal – Master Plan and Specific Plan Updates, and CEQA Addendum

Dear Rochelle and David:

Thank you for the opportunity to continue to support the Mountain House Community Services District through MIG's planning and design services. As requested, this letter describes our proposed approach and budget to update the CSD's Master Plan and Specific Plans, and prepare an addendum to the related CEQA documents. The MIG Team for this effort will be led by planners Dan Amsden, AICP (Project Director) and Edward Samson (Senior Project Manager). Dan and Edward will work closely with Cindy Mendoza and additional MIG planning and environmental staff throughout this process. Ray Pendro, MIG's Director of Environmental Planning, will lead the CEQA Addendum work in close coordination with the rest of the MIG team.

Our project approach includes the following assumptions:

- MIG will update the CSD's current Master Plan and Specific Plans I, II, and III to incorporate changes associated with the Parks Plan and Bike Plan during Phase 1.
- MIG will work closely with CSD staff on project strategy and approach, the San Joaquin County review and approval process, and other possible entitlement documents needed to complete this process.
- All existing CSD documents, including graphs, illustrations, tables, etc., will be provided in their native format to MIG. Additional data analysis will also be provided in final form, excluding minor calculations and edits conducted as part of the reconciliation of figures generated in the Parks Plan and Bike Plan.
- MIG assumes the following are beyond the scope of this Phase 1 effort:
 - Preparation of the CSD's application for County General Plan amendments or coordinating with San Joaquin County on updates needed to their General Plan to be consistent with the new Parks Plan and Bike Plan (which can be done by MIG as an optional task, if desired).
 - Any updates to Section 7.3 Biological Resources Management, including the Habitat Management Plan and Creek Planting and Restoration Measures in appendices (which can be done by MIG as an optional task, if desired).
 - Any changes in the General Plan, Master Plan, and Specific Plans related to other land use changes, such as housing, population, density, commercial areas, etc. In other words, this scope does not anticipate making changes associated with planned new development—

even if these were factored into the Parks Plan (which can be done by MIG as an optional task, if desired).

Master Plan and Specific Plan Updates – Phase 1

MIG will support the Mountain House CSD (CSD) to update the CSD’s Master Plan and Specific Plans I-III. We understand that the Parks, Recreation and Leisure Plan (Parks Plan) and the Bicycle and Pedestrian Plan (Bike Plan) will result in revisions to the CSD’s Master Plan, Specific Plans I-III, that may trigger revisions the certified FEIR and the SEIR. MIG will provide red-line edits that will be reviewed with CSD Staff, meet and confer with San Joaquin County staff regarding the edits and changes, confirm the approach for the CEQA Master EIR Addendum, and examine the necessity for potential updates to the FEIR and SEIR.

Revisions to the CSD’s will reconcile the Parks Plan and the Bike Plan with the current CSD Master Plan and Specific Plans I-III and facilitate discussion on the revisions and resolution of any comments or edits. As part of the Phase 1 scope, MIG will provide track-change revisions to four documents:

- CSD Master Plan
- Specific Plan I
- Specific Plan II
- Specific Plan III

Project Approach and Scope

MIG proposes the following tasks as part of the Phase 1 effort. Each task includes biweekly coordination calls between MIG and the CSD’s Project Manager, monthly invoices, project administration, communication, and coordination. We anticipate that this work will be fully completed in a 5- to 6-month period, with an anticipated completion of the redline plan documents and revisions matrix in approximately 2 months from contract execution.

Task 1: Project Coordination and Management

MIG will work closely with Mountain House CSD to update CSD’s Master Plan, Specific Plans I-III and EIRs. The budget assumes regular team coordination, attendance on six one-hour team meetings, and ongoing project management during the assumed six-month process. Each meeting will be conducted virtually. Following each meeting, MIG will prepare a summary of key comments, major take-aways, and major issues and concerns.

Deliverable(s)

- Meeting Agendas (PDF)
- Meeting Notes/Discussion Summaries (PDF)
- Invoicing (PDF)

Task 2: Meetings with Mountain House CSD Staff

MIG will meet with CSD staff to discuss and agree on the methodology and procedural protocol for the completion of the redline documents, discuss proposed edits and recommended updates the text, diagrams, and tables included in each document. Including, the necessary administrative review and documentation requirement in preparation for formal approval. These meetings will also provide an opportunity to discuss and confirm the CEQA work that will be conducted concurrently with the revisions to the plan documents. The budget will allow for two 1-hour meetings. Each meeting will be conducted virtually. Following each meeting, MIG will prepare a summary of key comments, major take-aways, and major issues and concerns.

Deliverable(s)

- Data and Document Needs Request (PDF)
- Updated Project Timeline (Excel/PDF)
- Meeting Summary (Word/PDF)

Task 3: Meetings with San Joaquin County Staff

MIG will meet with CSD staff and San Joaquin County staff to discuss the CSD Master Plan and SPI – III updates within the context of the County General Plan, and discuss CEQA strategy. The budget assumes a total of up to two 1-hour coordination meeting with the CSD staff and/or San Joaquin County staff. Each meeting will be conducted virtually. Following each meeting, MIG will prepare a summary of key comments, major take-aways, and major issues and concerns.

Deliverable(s)

- Updated Project Timeline (Word/PDF)
- Meeting Summary (Word/PDF)

Task 4: Completion of Redline Planning Documents and Revisions Matrix

MIG will take the information, ideas, and feedback gained during the staff meetings with CSD and San Joaquin County staff and generate a memo outlining the level of effort that will be required to prepare the revisions that will reconcile the Parks, Recreation and Leisure Plan (Parks Plan) and the Bicycle and Pedestrian Plan (Bike Plan) with the current CSD Master Plan and Specific Plans I-III. MIG will meet with CSD staff to finalize the level of effort based upon staff recommendations. MIG will use the level of effort memo to redline documents will include text, diagram, and table updates identified by MIG and agreed upon by CSD staff. The memo will include a detailed “revisions matrix” that will track all changes and organize them around their anticipated approval format (e.g., administrative review, discretionary review, CEQA analysis, etc.). The completion of the revised planning documents will include up to three (3) one-hour meetings with Mountain House CSD Staff. Each meeting will be conducted virtually. Following each meeting, MIG will prepare a summary of key comments, major take-aways, and major issues and concerns.

Deliverable(s)

- Memo Outlining Level of Effort (PDF)
- CSD Master Plan and SP Redline Documents (Word/Excel/PDF)

Task 5: Meetings with Mountain House CSD Staff to Review Redline Documents

MIG will meet CSD staff to review the final version of the redline documents. This will include a working meeting to generate additional approaches and strategies that could be considered to complete the revised planning documents. The outcome of this meeting will be resolution of CSD staff comments and suggested edits to the redline documents. Each meeting will be conducted virtually. Following each meeting, MIG will prepare a summary of key comments, major take-aways, and major issues and concerns. The budget

assumes a total of up to four 1-hour coordination meetings with the CSD staff. Each meeting will be conducted virtually. Following each meeting, MIG will prepare a summary of key comments, major take-aways, and major issues and concerns.

Deliverable(s)

- Updated Project Timeline (Word/PDF)
- Meeting Summary (Word/PDF)

Task 6: Completion of Revised Planning Documents and final Matrix

Once the redlined documents are completed and reviewed by CSD staff, comments on the documents will be discussed and resolved so that a draft document may be finalized and approved. MIG will collaborate with CSD staff to finalize the documents and the Revision Matrix (as appropriate). The completion of the revised planning documents will include up to four (3) one-hour meetings with CSD Staff.

Deliverable(s):

- CSD Master Plan and SP I – III Draft Document (Word/Excel/PDF)
- CSD Master Plan and SP I – III Final Document (Word/Excel/PDF)

Task 7: Meetings with CSD and San Joaquin County Staff

MIG will meet with CSD staff and San Joaquin County staff to present the final documents and Revisions Matrix, discuss and confirm all changes, and confirm any remaining CEQA-related approach or questions. The budget assumes a total of up to two 1-hour coordination meetings (one preparation and one joint meeting) with the CSD staff and San Joaquin County staff. Each meeting will be conducted virtually. Following each meeting, MIG will prepare a summary of key comments, major take-aways, and major issues and concerns.

Deliverable(s):

- Updated Project Timeline (Word/PDF)
- Meeting Summary (Word/PDF)
- Memo Confirming Next Steps (Word/PDF)

Task 8: CEQA Documentation (Addendum)

Based on our current understanding of the project, MIG assumes that an Addendum is the appropriate CEQA document for addressing the Master Plan and Specific Plan Updates. Section 15164 of the CEQA Guidelines mandates that an Addendum to a previously certified EIR shall be prepared if changes or additions to the EIR are necessary, and:

- the proposed project revisions are largely mitigating changes;
- the changes and revisions do not result in new significant environmental effects or a substantial increase in the severity of significant effects identified in the previously certified EIR;
- no new mitigation measures or alternatives which are considerably different from those analyzed in the previous EIR have been identified that would substantially reduce one or more significant effects of the project, and that the applicant declines to adopt; and
- no substantial changes have occurred in the project circumstances (project setting) since certification of the EIR which require major revisions to the certified EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects.

Based on the impact and mitigation findings in the Master Plan EIR and subsequent, associated CEQA documents, MIG will describe any changes to the impact and mitigation conclusions resulting from the Updates. With an Addendum, the assumption is that no new significant or substantially more severe significant impacts than those identified in the previous CEQA documents will result.

The Addendum format will follow the current CEQA Guidelines Appendix G, including discussion of topics not required in the certified Master Plan EIR – such as energy, greenhouse gas emissions, tribal cultural resources, vehicle miles traveled (VMT), and wildfire. If evaluation of these newer environmental issues results in new significant or substantially more severe significant impacts, an Addendum will not be appropriate under CEQA.

MIG will prepare an Addendum to specifically describe: (1) the differences between the current Master Plan/Specific Plans and their proposed changes; and (2) how the differences between the current plans and the updated plans affect the impact and mitigation findings of the Master Plan EIR and subsequent, associated CEQA documents. To qualify as an Addendum, the document must verify that the Updates would not result in new significant environmental effects or a substantial increase in the severity of the significant effects identified in the applicable CEQA documents.

MIG assumes that an EIR Addendum will remain the selected CEQA approach for the proposed Updates, given the collaborative and beneficial results expected from the Update process. If, during the course of the CEQA analysis, a new significant or more severe significant environmental impact is identified that cannot be avoided or reduced by: (1) revising the Updates components, (2) applying the mitigations included in the certified CEQA documents, or (3) applying uniformly applicable development policies or standards, a Mitigated Negative Declaration (MND), Supplemental EIR, or Subsequent EIR would be required. A new scope of work would then be prepared, based on the new findings.

Deliverable(s):

- Draft CEQA Master EIR Addendum (Word/PDF)
- Final CEQA Master EIR Addendum (Word/PDF)

Proposed Project Budget

The total cost to complete this project is anticipated to be **\$98,130**. A budget by staff person and task is attached. Please let us know when you are ready to proceed and feel free to reach out to me at either (916) 267-7496 or damsden@migcom.com with any questions. We look forward to working with you.

Sincerely,



Dan Amsden, AICP
Principal, Director of Planning and Design Services for Northern California, MIG



Mountain House CSD Master Plan and Specific Plan Updates, and CEQA Addendum

June 7, 2022

		MIG, Inc.												Direct Costs	TOTAL FEES
		Dan Amsden Project Director		Edward Samson Senior Project Manager		Cindy Mendoza Director of Parks and Recreation		Ray Pendro Director of Environmental Planning		Various Project Associates		Ameila Covera Project Administrator			
		Hrs@	\$195	Hrs@	\$160	Hrs@	\$180	Hrs@	\$205	Hrs@	\$110	Hrs@	\$115		
PHASE 1															
Task 1	Project Coordination and Management	4	\$780	10	\$1,600	3	\$540	2	\$410	0	\$0	8	\$920	\$150	\$4,400
Task 2	Meetings with Mountain House CSD Staff (up to 2)	4	\$780	4	\$640	1	\$180	4	\$820	4	\$440	0	\$0	\$150	\$3,010
Task 3	Meetings with San Joaquin County Staff (up to 2)	4	\$780	4	\$640	1	\$180	2	\$410	4	\$440	0	\$0	\$150	\$2,600
Task 4	Completion of Redline Planning Documents and Revisions Matrix	4	\$780	24	\$3,840	0	\$0	0	\$0	210	\$23,100	0	\$0	\$400	\$28,120
Task 5	Meetings with Mountain House CSD to Review Redline (up to 4)	8	\$1,560	12	\$1,920	4	\$720	4	\$820	16	\$1,760	0	\$0	\$150	\$6,930
Task 6	Completion of Planning Document and Review Meetings (up to 4)	8	\$1,560	24	\$3,840	0	\$0	0	\$0	80	\$8,800	0	\$0	\$250	\$14,450
Task 7	Meetings with CSD and SJC Staff (up to 2)	4	\$780	7	\$1,120	1	\$180	8	\$1,640	4	\$440	0	\$0	\$250	\$4,410
Task 8	CEQA Documentation (Addendum)	8	\$1,560	10	\$1,600	0	\$0	60	\$12,300	164	\$18,040	4	\$460	\$250	\$34,210
TOTAL PROJECT HOURS AND COSTS		44	\$8,580	95	\$15,200	10	\$1,800	80	\$16,400	482	\$53,020	12	\$1,380	\$1,750	\$98,130

EXHIBIT B
COMPENSATION SCHEDULE & REIMBURSABLE EXPENSES

1) **Compensation Schedule.**

		TOTAL FEES
PHASE 1		
Task 1	Project Coordination and Management	\$4,400
Task 2	Meetings with Mountain House CSD Staff (up to 2)	\$3,010
Task 3	Meetings with San Joaquin County Staff (up to 2)	\$2,600
Task 4	Completion of Redline Planning Documents and Revisions Matrix	\$28,120
Task 5	Meetings with Mountain House CSD to Review Redline (up to 4)	\$6,930
Task 6	Completion of Planning Document and Review Meetings (up to 4)	\$14,450
Task 7	Meetings with CSD and SJC Staff (up to 2)	\$4,410
Task 8	CEQA Documentation (Addendum)	\$34,210
TOTAL PROJECT HOURS AND COSTS		\$98,130

2) **Reimbursable Expenses.**

Reimbursable expenses for Consultants working for MHCSD shall follow the guidelines outlined below. An invoice and receipts, outlining travel expenses, shall be submitted to NHCSD after the travel has occurred.

Expense Type	Reimbursement Policies	Receipt Required
Airfare	Actual cost of the least expensive class available. Business class and first class are not reimbursable.	Yes
Airline Baggage Fees	Actual expense.	Yes
Rental Car	Reimbursement for rental cars will be for a standard size car or smaller and will be reimbursed for the actual expense.	Yes
Airport Shuttle	Actual expense, including gratuity.	Yes
Taxi	Actual expense, including gratuity.	Yes
Meals & Incidentals	Actual expense, including gratuity. Itemized receipts must be included for reimbursement. No alcohol. Other incidentals per itemized receipt.	Yes
Hotel	Lodging obtained will be reasonable and in line with the moderate priced hotels for the area. Reimbursement will be only for room charge, taxes, and parking (if applicable). Itemized receipts must be included for reimbursement.	Yes
Privately Owned Vehicle Mileage Rate	IRS allowable rate for the current year.	No
Office Incidentals	Actual expense. Copies/printing, courier/express delivery fees, phone calls.	Yes

EXHIBIT C
INSURANCE REQUIREMENTS

- 1) **Required Coverage.** Consultant shall maintain all required insurance listed herein for the duration of this Agreement.

<u>TYPE OF INSURANCE</u>	<u>MINIMUM LIMITS</u>
<p>Commercial General Liability Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability</p>	<p>\$1,000,000 per occurrence; Bodily Injury and Property Damage \$2,000,00 in the aggregate; Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (most recent edition) covering comprehensive General Liability on an “occurrence” basis</p>
<p>Commercial or Business Automobile Liability All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability is acceptable for individual contractors with no transportation or hauling related activities</p>	<p>\$1,000,000 per occurrence; Any Auto; Bodily Injury and Property Damage. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (most recent edition), Code 1 (any auto). No endorsement shall be attached limiting the coverage.</p>
<p>Workers’ Compensation (WC) and Employers Liability (EL) Required for all contractors with employees</p>	<p>WC: Statutory Limits EL: \$100,000 per accident for bodily injury or disease. 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. The insurer shall waive all rights of subrogation against MHCSD and its officers, officials, employees, and volunteers for loss arising from Work performed under this Agreement</p>
<p>Professional Liability/Errors & Omissions Includes endorsements of contractual liability</p>	<p>\$1,000,000 per occurrence \$2,000,000 policy aggregate; Any deductible or self-insured retention shall not exceed \$150,000 per claim</p>

- 2) **Additional requirements.** Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:

- a) **Term.** All required insurance shall be maintained during the entire term of the Agreement with the following exception: Insurance policies and coverage(s) written on a

claims-made basis shall be maintained during the entire term of the Agreement and until three (3) years following termination and acceptance of all Work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement.

- b) Additional Insured. All insurance required above with the exception of Professional Liability, Personal Automobile Liability, Workers' Compensation and Employers Liability, shall be endorsed to name as additional insured: Mountain House Community Services District, its Board of Directors, and all MHCS D officers, agents, employees, volunteers and representatives.
- c) Primary Insurance. For any claims related to this Agreement or the Work hereunder, the Consultant's insurance covered shall be primary insurance as respects MHCS D, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by MHCS D, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
- d) Cancellation. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after 30 days' prior written notice has been provided to MHCS D.
- e) Certificates of Insurance. Before commencing operations under this Agreement, Consultant shall provide Certificate(s) of Insurance and applicable insurance endorsements, in form and satisfactory to MHCS D, evidencing that all required insurance coverage is in effect. MHCS D reserves the rights to require the Consultant to provide complete, certified copies of all required insurance policies.
- f) Subcontractors. Consultant shall include all subcontractors as an insured (covered party) 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.
- g) Claims-made limitations. The following provisions shall apply if the professional liability coverage is written on a claims-made form:
 - i) The retroactive date of the policy must be shown and must be before the date of the Agreement.
 - ii) 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.
 - iii) 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 purchase an extended period coverage for a minimum of three (3) years after completion of Work under this Agreement.
 - iv) A copy of the claim reporting requirements must be submitted to MHCS D for review prior to the commencement of any Work under this Agreement.

3) All Policies Requirements.

- a) 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. Insurance shall be maintained through an insurer with a minimum A.M. Best Rating of A- or better, with deductible amounts acceptable to MHCS D. Acceptance of Consultant's insurance by MHCS D shall not relieve or decrease the liability of Consultant hereunder. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Consultant.
- b) Deductibles and Self-Insured Retentions. Consultant shall disclose to and obtain the written approval of MHCS D for the self-insured retentions and deductibles before beginning any of Work called for by any term of this Agreement. At the option of MHCS D, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects MHCS D, its officers, employees, and volunteers; or the Consultant shall provide a financial guarantee satisfactory to MHCS D guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- c) Wasting Policies. No policy required by this Section 4 shall include a "wasting" policy limit (i.e. limit that is eroded by the cost of defense).
- d) Waiver of Subrogation. Consultant hereby agrees to waive subrogation which any insurer or contractor may require from vendor by virtue of the payment of any loss. Consultant agrees to obtain any endorsements that may be necessary to affect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the entity for all Work performed by the consultant, its employees, agents, and subcontractors.

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

- a) Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
- b) 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
- c) Terminate this Agreement.