

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 \$38,000 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 the same or similar locality under the same or similar circumstances during the same period of time.

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 MHCSD. 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 MHCSD. 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 MHCSD, 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 MHCSD'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, MHCSD 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 MHCSD's alleged negligence, or wrongful acts related to or in connection with MHCSD's performance of duties under the terms and conditions 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.

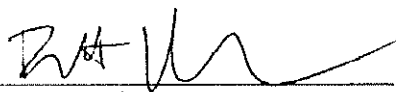
27. Entire Agreement and Modification:

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, MHCSD and CONSULTANT have executed this Agreement on the day and year first written above.

Consultant

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

By: 
Brett Hondorp
President, as duly authorized.

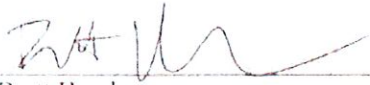
By: _____
Steven J. Pinkerton
General Manager

Date: _____

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

Consultant

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

By: 
Brett Hondorp
President, as duly authorized.

By: 
Steven J. Pinkerton
General Manager

Date: 7/17/2020



304 12th Street, Suite 2A
Oakland, CA 94607
(510) 540-5008
www.altaplanning.com

May 21, 2020

Anush Nejad, P.E.
Deputy Director, Mountain House Community Services District
251 East Main Street
Mountain House, CA 95391

Re: Bicycle and Pedestrian Elements for Mountain House Master Plan - Updated Scope

Dear Mr Nejad:

Alta Planning + Design is pleased to offer assistance to the Mountain House CSD for the development of updated Bicycle and Pedestrian Components to the Mountain House Master Plan. This letter proposal outlines our understanding of the tasks and the proposed fees and project schedule needs.

Proposed Scope of Work

TASK 1. PROJECT INITIATION AND MANAGEMENT

Task 1.1. Project Kick Off

Alta will plan and facilitate a virtual project kick-off meeting to clarify the project scope, background, and priorities. The kick-off meeting will address:

- Key issues, opportunities, and areas of concern
- Revisions (if needed) of project scope, deliverables, and budget
- Data or information needed to be provided by the CSD and County
- Project milestone and deliverable schedule

Task 1.2. Ongoing Project Coordination

Throughout the project, there will be ongoing coordination between Alta's project manager and Mountain House's project manager – including email, phone and written communication to keep the up-to-date on the document development. To best make use of available resources, we propose that Alta facilitate monthly video/phone project management meetings throughout the duration of the project, to strategize over framework and timeline, review project status, schedule, and budget and provide meeting notes at the conclusion of each meeting.

Task 1 Deliverables

- Final project milestone and deliverable schedule
- Monthly meetings summary

TASK 2. PUBLIC PARTICIPATION

Task 2.1 Virtual Public Meeting

Alta will facilitate one (1) virtual public workshop to highlight the plan, focusing on providing the public and local stakeholders with tangible products that require feedback and decision making. We propose to hold this meeting early in the process to present findings of the existing conditions. The workshop will present the existing network and programs, gather feedback on network gaps and areas of concern, and review data on safety concerns, connectivity, and other factors. Alta uses Zoom meetings and has the capacity to host up to 300 virtual connections. These meetings can be recorded and made available to anyone who wishes to view them at their own time. The meetings offer the ability to provide video of the people speaking as well as full screen resolution to share presentation materials, map views, etc. Online participants can submit questions via text or can be unmuted to ask questions verbally. Alta will work with staff to provide access to these interactive online meetings, develop agendas, and summarize comments.

Task 2.2. School District Meeting

Alta will set up a virtual meeting with administration and principals from the Lammersville Unified School District to understand issues around school traffic and walking and bicycling safety within Mountain House. Information gathered during this meeting will be supplemented by field review of infrastructure around each school area, described in Task 3.

Task 2 Deliverables

- Development of materials, facilitation, and summary of up to one (1) virtual public workshop

TASK 3. EXISTING CONDITIONS

Task 3.1 Existing Bicycle and Pedestrian Network and Standards

To better utilize existing resources, Alta will utilize a two-pronged approach to developing an existing conditions analysis that includes a desktop review of existing data, complemented by selective fieldwork to verify critical elements of the existing bicycle and pedestrian infrastructure.

Alta has reviewed Mountain House Master Plan and Specific Plan materials available online. At the project outset we will submit a data memo for additional available data, plans, policies, and regulations available, including status of future phases of the Mountain House buildout. Alta will review existing policies and studies as they pertain to bicycle and pedestrian circulation and design to support our analysis and recommendations. Alta is currently leading development of the updated San Joaquin County Unincorporated Bicycle Master Plan, and will coordinate recommendations from that effort with specific recommendations within Mountain House.

The current development of Mountain House has focused on a multi-use pathway system for arterials and major streets, with an 8' separated pathway shared by bicyclists and pedestrians. No on-street striped bike lanes are present. Collector streets are designated as Class III signed shared travel lanes.

Alta will review current standards and the existing network in terms of best practices for bicycle and pedestrian facility design including:

- Roadway design standards / cross sections from the Mountain House Master Plan and Specific Plans
- Existing sidewalk network, widths, setbacks
- Curb ramp and crossing treatments
- Existing bikeway and trail network

- Existing and proposed land use data available from the City
- Key destinations, including schools, parks, commercial / business areas, transit hubs, and others

Following this review of data, selective fieldwork will be conducted to verify critical elements of the City's existing facilities in person, supported by a review of available aerial photography and/or Google StreetView.

Alta will develop a set of maps, tables, and narrative that describe the existing bike and pedestrian network and conditions. This will include a digital map of the existing facilities data provided by the City of Mountain House. At the beginning of the project, Alta will meet with the City's project manager to discuss the existing GIS schema, and develop an agreed upon GIS data structure for the duration of the project.

Task 3.2. School Site Assessments

To help inform infrastructure improvement recommendations around each school campus, Alta will lead windshield surveys of the following six (6) school sites. Our fieldwork will be supported by the LUSD meeting identified in Task 2.

- Sebastian Questa Elementary School
- Altamont Elementary School
- Bethany Elementary School
- Peter Honsen Elementary School
- Cordes Elementary
- Wicklund Elementary School

Alta will conduct a debrief meeting with LUSD following the school assessments to discuss findings and determine the need for additional (optional) site planning work.

Task 3.3. Safety Analysis

Alta will use data from the Statewide Integrated Traffic Records System (SWITRS) or local law enforcement data to identify where there have been collisions, injuries, and fatalities involving people biking or walking in Mountain House.

Task 3.4. Meeting to Discuss Proposed Changes

Following our existing conditions analysis, Alta will attend a virtual meeting with staff from Mountain House CSD and the San Joaquin County Community Development Department (CDD) to discuss potential changes to the Master Plan, design standards, and the proposed bicycle and pedestrian network. This will allow us to get on the same page and ensure continuity with other ongoing County efforts prior to developing detailed recommendations.

Task 3 Deliverables

- Existing Conditions Memo with maps, tables, and narrative summarizing existing conditions and needs
- Meeting with CSD and CDD staff to discuss potential changes\
- Meeting with LUSD to discuss school findings

TASK 4. RECOMMENDATIONS

This Task will provide Mountain House with updated narrative, maps and figures to be included in appropriate sections of the Mountain House Master Plan, specifically the Transportation and Circulation Chapter and Recreation and Open Space Chapter.

Task 4.1. Design Standards

Alta will provide best practice guidance for the design of bicycle, pedestrian and trail facilities within Mountain House. This will include opportunities for retrofit of existing facilities, as well as improvements to future built facilities. Guidance will cover:

- Design guidance (minimum and preferred) for Class I, Class II, Class III, and Class IV bikeways
- Bikeway, trail, and sidewalk recommended widths
- Bikeway and trail intersection guidance
- Bicycle detection recommendations
- Striping and signing recommendations
- Bicycle parking recommendations by land use type
- Pedestrian improvement standards, accessibility issues, and crosswalk prioritization policy
- Trail standards for a variety of contexts (e.g. stream corridors, floodways, electrical transmission corridors)

Task 4.2. Bicycle and Pedestrian Network

Based on the updated design standards and existing/proposed roadway network, Alta will update the recommended bicycle and pedestrian network for Mountain House. This will include recommendations to upgrade facility types on future roadways, and retrofit of existing facilities to provide better signage, markings, and separation among multiple users. In developing the network, focus will be placed on:

- Aligning the recommended network and facility types to the community desires collected from the conducted outreach
- Focusing on off-street and trail opportunities as important low-stress connectors across Mountain House
- Incorporating school biking/walking routes
- Identifying how new development within Mountain House can integrate and support the proposed networks

Task 4 Deliverables

- Administrative Draft
 - Narrative, figures and maps for Section 9.8 of the Mountain House Master Plan Transportation Chapter
 - Updated Narrative for the Mountain House Recreation and Open Space Chapter pertaining to bikeways and trails
 - Updated Design Guidelines for retrofit and future trail development
 - Alta will provide documents in electronic PDF format. Materials that are intended to be incorporated into the Master Plan (narrative or specific figures) will be provided as MS Word or JPEG format.
- Public Draft
 - Alta assumes one round of revision of Admin Draft products. Based on a set of internally consistent CSD / County comments, Alta will revise and prepare Public versions of the deliverables

- Alta understands CSD will use the OpenGov system to circulate and solicit input from the public on draft materials.
- Final Products
 - Alta assumes one round of revision on Public Draft products. Based on a set of internally consistent comments provided by CSD, Alta will revise and prepare Final versions of the deliverables

Fee

A breakdown of our fee estimates above is provided below. We will utilize staff appropriate for their skillsets and will charge per our current standard rate sheet.

Task 1: Project Management	\$3,000
Task 2: Virtual Public Outreach	\$5,000
Task 3: Existing Conditions Review and Fieldwork	\$12,000
Task 4: Design Guidance and Updated Narrative and Figures for Master Plan	\$18,000
Total	\$38,000

Schedule

Kick Off: May

Existing Conditions: June-August (potentially delay school site review to August to observe school in session)

Public Workshop: TBD, summer

Draft Recommendations: September

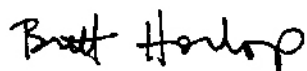
Final Recommendations and Master Plan Elements: October

Project Management

Mauricio Hernandez will be Project Manager for this effort for and I will serve as Principal-in-Charge, providing oversight and quality control. Additional design and planning support staff will be utilized as needed to complete tasks.

Please let me know if you have any questions or need additional information and thank you again for this opportunity. I can be reached at 510.206.3304.

Sincerely,



Brett Hondorp, AICP

President

Alta Planning + Design