



3. Term of Agreement:

This Agreement shall commence on the date of execution by the MHCS D General Manager, and continue until December 31, 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 \$13,500 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 MHCS D. 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 MHCS D. 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 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.

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

<i>Workers’ Compensation and Employer’s Liability</i>	Statutory requirement
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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

DocuSigned by:  
By: Larry Castellanos  
04098413BDC740E...  
Consultant

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

DocuSigned by:  
By: Steve Pinkerton  
4DAD8C675F124D8...  
Steven J. Pinkerton  
General Manager

2/24/2021  
Date: \_\_\_\_\_



2300 Contra Costa Blvd.  
Suite 525  
Pleasant Hill, CA 94523

925.691.8500 *phone*  
925.691.6505 *fax*  
www.arws.com

February 9, 2021

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

Re: Appraisal Services  
PLEP Land Voucher Program for Undeveloped Land

Dear Mr. Nejad:

Associated Right of Way Services, Inc., (AR/WS) is pleased to submit this proposal to provide appraisal services to Mountain House Community Services District (Client). The purpose of the report is to provide the average market value per acre for undeveloped land within the Mountain House Community, as required in the PLEP Program Ordinance, Section 12-1245.10M (4). This intended use of the appraisal is for MHCS D to utilize this average value conclusion in instances where MHCS D elects to redeem a Land Voucher by means of a cash payment as part of the Public Land Equity Program (PLEP).

We have prepared the following proposal based on the preliminary information provided to AR/WS.

**APPRAISAL SCOPE**

- Utilizing the Mountain House Master Plan land use map (Figure 3.5), Mountain House building permits exhibit, and aerial imagery in Google Earth, group undeveloped land into various general land use categories. Categories are assumed to be the following: low density residential, high density residential, commercial, industrial, mixed-use, and open space.
- Estimate an approximate average size of undeveloped land within each land use category, to be used as the basis of estimating value for that land use category.
- Estimate the market value on a price per acre basis for each land use category.
- Estimate the approximate percentage each land use category represents of undeveloped land in the Mountain House Community
- Allocate the value per acre conclusions for each land use category based on the representative percentages estimated in the prior step, in order to provide an average estimate of undeveloped land across all land types.
- Appraisal to be delivered to Client staff as directed.
- Appraisal to be prepared in accordance with the Uniform Standards of Professional Appraisal Practice requirements, except as jurisdictionally exempt.
- Definition of "Market Value" will be used, as follows:

"The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably and

Mr. Anush Nejad, P.E.  
February 9, 2021  
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assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- buyer and seller are typically motivated;
- both parties are well informed or well advised, and acting in what they consider their best interests;
- a reasonable time is allowed for exposure in the open market;
- payment is made in terms of cash in United States dollars or in terms of financial arrangements comparable thereto; and
- the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sales.”

DELIVERABLES

- Appraisal Report.

CLIENT OBLIGATIONS

- Provide guidance on any undeveloped land to be excluded (e.g. parcels designated as public uses or already under ownership of the MHCSD).
- If known, a list of parcels within the Mountain House Community that are undeveloped.
- If known, acreage of undeveloped land in the Mountain House Community separated by land use designations identified in the Mountain House Master Plan.

ASSUMPTIONS

- Limited confirmation attempts on the comparable land sales data.
- Any reported unit values or ranges of value will be for general sections of designated land uses and will not be an appraisal of a specific parcel.

**BUDGET AND SCHEDULE**

A budget of **\$13,500** is requested for these services. The appraisal report will be billed lump sum. Any additional services will be billed hourly in conformance with the attached AR/WS Fee Schedule. AR/WS will prepare the report within **8 weeks** following contract or purchase order execution and notice to proceed.

Please contact me if you wish to discuss or if you have any questions. Thank you for considering AR/WS for this assignment.

Sincerely,

A handwritten signature in blue ink, appearing to read "Matt Schock", written in a cursive style.

Matt Schock, RWA, R/W-AC  
Client Services Director  
(925) 691-8500  
[MSchock@arws.com](mailto:MSchock@arws.com)





## AR/WS FEE SCHEDULE

CONSULTING CATEGORY	HOURLY RATE
Principal Consultant	\$230.00
Managing Consultant	\$200.00
Consultant III	\$155.00
Consultant II	\$135.00
Consultant I	\$120.00
Right of Way Technician	\$85.00
Administrative Support	\$70.00
Appraisal Reports	Lump Sum
Appraiser III (MAI) (Hourly)	\$225.00
Appraiser II (Hourly)	\$205.00
Appraiser I (Hourly)	\$180.00
Subcontractors	Cost + 10%
Depositions, Court Appearances, Arbitrations / Mediations, Hearings, and Testimony (including preparation)	\$300.00