

# 230 S. STERLING DRIVE, SUITE 100, MOUNTAIN HOUSE, CA 95391 (209) 831-2300 • (209) 831-5610 FAX

## **CONSULTANT AGREEMENT**

#### **CONTRACT ID # A-2015-2**

DATE: July 09, 2015

PARTIES:

MHCSD:

Mountain House

Community Services District 230 S. Sterling Dr, Ste 100 Mountain House, CA 95391

CONSULTANT:

Harris & Associates

1401 Willow Pass Rd Ste 500

Concord, CA 94520

The Parties agree as follows:

## 1. Priority of Documents

Each of the items listed below is hereby incorporated into this Agreement by this reference. In the event of an inconsistency in this Agreement, the inconsistency shall be resolved by giving precedence in the following order:

- A. Applicable Federal and State of California statutes and regulations, this Agreement and its exhibits.
- B. CONSULTANT'S Proposal dated June 18, 2015

## 2. Scope of Professional Services:

CONSULTANT agrees to provide On-Call Engineering Services, per Scope of Service attached.

### 3. Term of Agreement:

This Agreement shall commence on the date of execution by the MHCSD General Manager, and continue until June 30, 2016, unless said work is completed on a date prior thereto or unless terminated earlier as provided herein.

## 4. <u>Compensation:</u>

The compensation shall not exceed the amount of \$1,555,000 for services performed pursuant to this Agreement. Payments shall be made within 30 days of receipt of invoice from CONSULTANT.

## 5. <u>Invoicing:</u>

CONSULTANT shall submit one original and one copy of each invoice to the MHCSD, 230 S. Sterling Drive, Suite 100, 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.

#### 6. 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 the DISTRICT 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.

## 7. 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.

## 8. 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.

## 9. Indemnification, Hold Harmless and Defense:

To the fullest extent permitted by law, CONSULTANT shall indemnify, hold harmless and defend the DISTRICT, its directors, officers, employees, agents and authorized volunteers, and each of them (collectively referred to as "DISTRICT 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 DISTRICTS 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, DISTRICT 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 DISTRICT's alleged negligence, or wrongful acts related to or in connection with DISTRICT's performance of duties under the terms and conditions of this AGREEMENT.

## 10. Insurance:

CONSULTANT if required to work on MHCSD property during the contract period, shall submit proof of insurance to MHCSD showing Mountain House Community Services District, its officers, agents and employees named as Additional Insured and insurance policy shall contain provisions that such policy may not be canceled except after thirty (30) days written notice to the MHCSD, 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 MHCSD.

#### 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
Work	ers' Compensation and Employer's Liability	Statutory requirement

#### 11. Discrimination:

CONSULTANT shall not discriminate against any individual based on race, color, religion, nationality, sex, age, or handicap condition.

#### 12. 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 Page 1.

#### 13. 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 MHCSD may, by written notices, immediately terminate this Agreement without prejudice to any other remedy to which MHCSD 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.

## 14. 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 MHCSD'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 MHCSD. Performance of services under this Agreement by associates or employees of CONSULTANT shall not relieve CONSULTANT from any responsibility under this Agreement.

#### 15. Drug Free Workplace:

CONSULTANT shall comply with the provisions of Government Code Section 8350 et seq., otherwise known as the Drug-Free Workplace Act.

#### 16. 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.

## 17. <u>Compliance:</u>

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 shall maintain current throughout the life of this Agreement, all permits, licenses, certificates and insurances that are necessary for the provision of contracted services

## 18. 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.

#### 19. 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 MHCSD 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.

## 20. 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

Harris & Associates, Inc. 1401 Willow Pass Road, Suite 500 Concord, CA 94520

By: Mune

Consultant

Mountain House

Community Services District,

a political subdivision of the State of California

By:

Edwin R. Pattison General Manager

Date: 7/9/15

Approved as to Form:

by.

Daniel J. Schroeder District Counsel



June 18, 2015

Nader Shareghi, Public Works Director Mountain House Community Services District 230 South Sterling Drive, Suite 100 Mountain House, CA 95391

RE: On-Call Contract Inspection Services 2015-2016

#### Dear Nader:

Harris & Associates (Harris) has been honored to be involved with the establishment and growth of Mountain House over the past 15 years. With our current contract due to expire on June 30, 2015, Harris is submitting this proposal for professional onsite inspection services effective for the 2015-2016 contract year. Harris' professional services, provided both in the field and in the office, have been an integral part of new infrastructure at Mountain House. Based on our informal discussions with both Mountain House Developers LLC and Mountain House Community Services District (MHCSD), we anticipate that infrastructure development during the 2015-2016 contract year may include Hansen Village and Park, Central Parkway Landscaping Improvements (east and west sides), Mustang Way Landscaping Improvements, Great Valley Parkway Improvements, and the construction of at least part of Neighborhood 'D'. This work will require a nimble onsite staff to cover the myriad of associated inspection duties on both a part- and full-time basis.

In order to maintain continuity of service, Harris proposes to continue the availability of our current Mountain House team, while also offering additional staff during periods of increased construction activity. Comprised of Bill Dash, PE, QSD, Bob Comacho, and Gary Pilecki, our team is very familiar with the site, conditions, challenges, and history of Mountain House. These professionals possess familiarity with:

- MHCSD's construction standards and practices.
- Specific contractors employed at Mountain House.
- The hierarchy and relationships existing between MHCSD, Mountain House Developers, various contractors, and local utility providers.

If schedules change (and past experience has shown that they will), we will seek your approval for any personnel adjustments on a case-by-case basis.

Please do not hesitate to call Rob Shackelford at (925) 808-9927 with any questions you might have pertaining to this proposal. We look forward to continuing our successful partnership with Mountain House CSD.

Sincerely,

**Harris & Associates** 

Kot Slyfe

Rob Shackelford, PE, CCM, QSD

Project Manager (925) 808-9927

Rob.Shackelford@WeAreHarris.com

Christopher Dunne, Vice President Construction Management Practice Leader

(213) 494-6407

Dunne

Chris.Dunne@WeAreHarris.com

#### PROJECT UNDERSTANDING

Mountain House Developers, LLC is currently developing infrastructure within the public right-of-way in Neighborhood 'C' as well as the surrounding arterial streets. There are also plans to develop similar improvements in Neighborhood 'D,' along with associated landscaping, schools, parks, and arterial streets throughout the community.

## **Anticipated Developer-Funded Projects:**

- Completion of Hansen Village Improvements within the public right-of-way, including landscaping, entry portals, street lights, sign and stripe
- Construction of Great Valley Parkway to Grant Line Road
- Great Valley Parkway offsite arterial improvements Mustang Way to Grant Line Road, including landscaping, sound walls and entry portals
- Construction of at least some of Neighborhood "D" backbone and in-tract improvements
- Construction of at least some of Hansen Village In-Tract Community Park
- Intersection Signalization at Central Parkway and Grant Line Road
- Intersection Signalization at Great Valley Parkway and Grant Line Road

- Intersection Signalization on Mustang Way at Tradition
- Intersection Signalization on Mustang Way at Prosperity
- Central Parkway landscaping improvements east side, west side and median, Mustang to Grant Line Road
- Mustang Way Landscaping improvements south side from Great Valley Parkway to De Anza Boulevard
- Grant Line Road Final Improvements from Mountain House Parkway to Alameda County Line
- Town Center Improvements
- Acceptance punch list inspections in Questa (Neighborhood 'H')
- Acceptance punch list inspections in Hansen Village

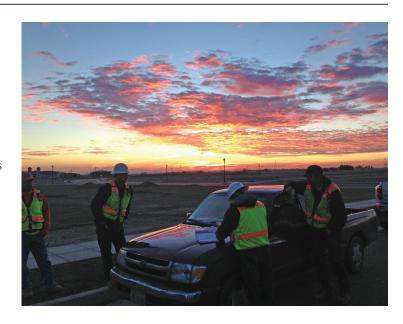
# **Anticipated Duties in Direct Support of MHCSD:**

- Emergent maintenance and repair work to existing infrastructure (ongoing)
- Inspection of builder-constructed municipal sidewalk on lanes and alleyways
- Emergent infrastructure improvements by utility providers (ongoing)
- Miscellaneous engineering support functions
- Assistance reviewing plans and specifications as needed
- Attendance at public meetings as needed
- Review and processing of material submittals, RFIs, and requests for clarification



### PROJECT APPROACH

Our staff will provide a broad range of services to MHCSD. Field inspection staff will observe and report on contractor work associated with the development of Mountain House infrastructure. All of our inspectors will monitor the progress of work assigned to them by our Resident Engineer Bill Dash, PE. The inspectors will observe excavation, grading, pipeline installation, backfill, testing, etc. The inspectors will check the materials installed within their areas of responsibility and verify substantial compliance with the plans and specifications as provided to them by MHCSD. Bill Dash will conduct high-level overviews of the inspectors' activities and also provide engineering support duties as assigned by MHCSD management as described below.



#### **Services**

Our proposed services include both inspection and resident engineering/engineering support as follows:

- Field Inspection. Harris inspectors will monitor field operations and ensure compliance of the construction of sanitary collection systems, storm water systems, domestic water distribution systems (including installation of cathodic protection systems), streets, curb, gutter, sidewalks, sound walls, streetlights, joint utility trenches, traffic signals, and landscaping.
- Resident Engineering/Engineering Support. The Harris Resident Engineer will manage field inspectors and provide on-call engineering support to MHCSD. The Resident Engineer is capable of providing support in functions such as issues research/resolution, review/recommendation of approval of engineering submissions, standard specification/standard drawing review and other assigned duties. Harris will primarily utilize our own staff, augmented by MHCSD staff and sub-consultants on an as-needed basis. This will provide the District with continuity of staff that have an historical understanding of Mountain House Developers, Trimark Communities, Teichert Construction, and all other contractors hired to perform work within the public right-of-way at Mountain House.

Harris' staff knows the appropriate level of effort and timing to conduct key quality assurance inspections. We closely track the amount of inspection work we perform at Mountain House every month. By comparing our actual inspection efforts versus what we projected in last year's proposal, we're better able to anticipate your future needs in our 2015-2016 Proposal.

# **Staffing**

Bill Dash has performed as a Harris inspector at Mountain House since 2007, and more recently as Resident Engineer. Long-time Mountain House veteran Bob Comacho and recent addition Gary Pilecki are currently inspecting infrastructure work at Mountain House and would be our first choice to satisfy your inspection needs moving forward.



## Task 1 - Pre-construction Site Investigation

Conduct a site investigation of existing field conditions prior to construction in order to assess existing conditions and provide support documentation.

Deliverable(s): Site photos and sketches.

#### Task 2 – Pre-construction Conference

Attend kick-off meetings with the developer, MHCSD, and contractor(s) to outline project objectives and specific tasks. This meeting will outline duties, responsibilities, and objectives of the individual team members.

Deliverable(s): Meeting minutes.

## Task 3 – Management Information System

Implement a filing system electronic or hard copy for organizing, tracking, and managing paper/ electronic correspondence including letters, information requests, submittals, contracts, and reports.

**Deliverable(s):** Paper files, digital files, correspondence, photos, logs, etc.

#### Task 4 - Submittal Coordination

Assist MHCSD and other consultants, as needed, in the coordination and the review of contractor submittals.

**Deliverable(s):** Submittal transmittals and logs.

#### Task 5 – Weekly Construction Meetings

Attend weekly meetings to discuss background, scope, objectives, schedule, and current and past issues on all contracts, as necessary.

Deliverable(s): Meeting minutes.

## Task 6 – Issues Management

Analyze issues, seek appropriate advice, and give recommendations on changes to MHCSD and its consultants, if required. Advise MHCSD of field issues as they occur and provide prompt assistance to MHCSD in their resolution.

**Deliverable(s):** Field clarification and notices of non-compliance.

## Task 7 – Schedule Monitoring

Monitor contractor's schedule on a weekly basis (if provided). Notify MHCSD and interested parties of actual or potential deviations from schedule. Notify the contractor to correct noncompliance with his schedule as applicable.

**Deliverable(s):** Schedule observations

# Task 8 – Quality Control Inspection and Materials Testing Coordination

Observe and monitor all aspects of project. Review contractor's methods of construction for compliance with contract documents, including MHCSD Standards. Notify the contractor of non-compliance with the contract documents and document appropriate corrections. Make recommendations to MHCSD regarding inspection frequency and scope of inspection detail. Prepare daily inspection reports for documentation of construction process. Coordinate with third-party testing agencies (if required by client) to schedule necessary materials testing. Monitor testing in the field, and review and file test records and delivery tags of construction materials.

**Deliverable(s):** Daily Inspector Diary and digital photographic records.

#### Task 9 - On-call Engineering Support

Assist MHCSD and other consultants, as needed, in a variety of engineering support functions as desired by MHCSD staff. Items may include but are not limited to: assisting in the review, update of manuals and standards, production of spreadsheets, engineering analyses, and other technical duties.

**Deliverable(s):** Reports, recommendations, findings and other miscellaneous deliverables.

## Task 10 – Final Documentation Walkthrough/ Punch List

Assist MHCSD in conducting final acceptance inspections and preparing punch list. Verify that required certificates of compliance, project documentation, and as-built drawings, and O&M manuals have been delivered.

**Deliverable(s):** Punch list and as-built data provided for record purposes.

## PROJECTED HOURS AND PROPOSED BILLING RATES

The below table provides a summary of Harris' proposed 2015-2016 budget. Detailed spreadsheets are provided on the following pages.

•	oosed On-Cal SUMMARY T	l Inspection Bud ABLE	get:
PROJECT NAME	PROJECT CODE ABBREV.	EST. BUDGET FROM SPREADSHEET	ROUNDED DOWN BUDGET
MHCSD On-Call Inspections	CSD.ON-CALL	\$20,083	\$20,000
Trimark Communities, Inspections	TRIMARK	\$0	\$0
Mtn House Devel. LLC Non-Reimbursable	MHD.NR	\$1,000,232	\$1,000,000
Mtn House Devel. LLC Community Facil. Fund	MHD.CFF	\$50,039	\$50,000
Mtn House Devel. LLC Transportation Improv. Fund	MHD.TIF	\$250,247	\$250,000
Builder Inspections, Sidewalks in Alleys	BUILDER	\$35,194	\$35,000
Kamilos Developers Non-Reimbursable	KAM.NR	\$100,254	\$100,000
Kamilos Developers Community Facil. Fund	KAM.CFF	\$50,248	\$50,000
Kamilos Developers Transportation Improv. Fund	KAM.TIF	\$50,248	\$50,000

2015-2016 Proposed Inspection Budget: GENERAL FUND ON-CALL INSPECTION

			Š	ŗ					òc	,					
			2015	15					2016	16					
Project Team	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Total	Hourly	
Nominal Work Hours/Mo.	176	168	168	176	152	176	160	152	176	168	168	176	Hours	Rates	Total
Rob Shackelford, PE Project Manager PM Work Level	%0	%0	%0	%0	%0	%0	%0	%0	%0	%0	%0	%0			
PM Monthly Hours	0	0	0	0	0	0	0	0	0	0	0	0	0	\$220	0\$
Bill Dash, PE, QSD Temp. Project Manager TPM Work Level	%0	%0	%0	%0	%0	%0	%0	%0	%0	%0	%0	%0			
TPM Monthly Hours	0	0	0	0	0	0	0	0	0	0	0	0	0	\$220	\$0
Bill Dash, PE, QSD Resident Engineer RE Work Level	2%	2%	2%	2%	2%	%0	%0	%0	%0	2%	2%	2%			
TPM Monthly Hours	4	3	3	4	3	0	0	0	0	3	3	4	27.04	\$180	\$4,867
Bob Comacho Senior Inspector Comacho Work Level	3%	2%	2%	2%	2%	%0	%0	3%	3%	2%	2%	5%			
Comacho Monthly Hrs	5	8	8	6	8	0	0	5	5	8	8	6	73.08	\$168	\$12,277
Gary Pilecki Inspector Pilecki Work Level	2%	2%	2%	2%	%0	%0	%0	%0	%0	%0	1%	2%			
Pilecki Monthly Hrs	4	3	3	4	0	0	0	0	0	0	2	4	18.96	\$155	\$2,939
THIRD INSPECTOR TO BE NAMED Third Insp Work Level	%0	%0	%0	%0	%0	%0	%0	%0	%0	%0	%0	%0			
Third Insp Monthly Hrs	0	0	0	0	0	0	0	0	0	0	0	0	0	\$155	\$0
SPECIAL INSPECTOR #1 Special Insp #1 Work Level	%0	%0	%0	%0	%0	%0	%0	%0	%0	%0	%0	%0			
Special Insp #1 Monthly Hrs	0	0	0	0	0	0	0	0	0	0	0	0	0	\$205	\$0
SPECIAL INSPECTOR #2 Special Insp #2 Work Level	%0	%0	%0	%0	%0	%0	%0	%0	%0	%0	%0	%0			
Special Insp #2 Monthly Hrs	0	0	0	0	0	0	0	0	0	0	0	0	0	\$155	\$0
TOTAL HOURS BY MONTH	12	14	15	16	11	0	0	2	2	12	13	16		Subtotal	\$20,083

MOUNTAIN HOUSE DEVELOPERS LLC, NON-REIMBURSABLE 2015-2016 Proposed Inspection Budget:

			20	2015					2016	16					
Project Team	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	Мау	Jun	Total	Hourly	
Nominal Work Hours/Mo.	176	168	168	176	152	176	160	152	176	168	168	176	Hours	Rates	Total
Rob Shackelford, PE Project Manager PM Work Level	%5	4%	3%	2%	7%	2%	2%	2%	2%	2%	7%	2%			
PM Monthly Hours	6	7	5	4	8	4	ю	ю	4	С	ю	4	50.64	\$220	\$11,141
Bill Dash, PE, QSD Temp. Project Manager TPM Work Level	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%			
TPM Monthly Hours	4	3	3	4	3	4	3	3	4	3	3	4	40.32	\$220	\$8,870
Bill Dash, PE, QSD Resident Engineer RE Work Level	%06	%06	20%	%06	%58	70%	%08	75%	%08	85%	%06	%06			
TPM Monthly Hours	158	151	118	158	129	123	128	114	141	143	151	158	1673.2	\$180	\$301,176
Bob Comacho Senior Inspector Comacho Work Level	85%	95%	95%	%06	%08	75%	40%	30%	20%	80%	%06	100%			
Comacho Monthly Hrs	150	160	160	158	122	132	64	46	88	134	151	176	1540	\$168	\$258,720
Gary Pilecki Inspector Pilecki Work Level	75%	75%	75%	25%	25%	20%	25%	15%	30%	30%	20%	%02			
Pilecki Monthly Hrs	132	126	126	97	84	88	40	23	53	50	84	123	1025.6	\$155	\$158,968
THIRD INSPECTOR TO BE NAMED Third Insp Work Level	%08	%06	100%	100%	%06	20%	25%	25%	30%	20%	%08	%06			
Third Insp Monthly Hrs	141	151	168	176	137	123	40	38	53	84	134	158	1403.6	\$155	\$217,558
SPECIAL INSPECTOR #1 Special Insp #1 Work Level	20%	15%	10%	2%	%0	%0	%0	%0	%0	%0	15%	18%			
Special Insp #1 Monthly Hrs	35	25	17	9	0	0	0	0	0	0	25	32	142.88	\$205	\$29,290
SPECIAL INSPECTOR #2 Special Insp #2 Work Level	10%	10%	5%	2%	%5	%0	%0	%0	%0	2%	%5	10%			
Special Insp #2 Monthly Hrs	18	17	8	9	8	0	0	0	0	8	8	18	94	\$155	\$14,508
TOTAL HOURS BY MONTH	646	640	909	614	485	473	278	226	341	427	561	672		Subtotal	\$1,000,232

2015-2016 Proposed Inspection Budget: MOUNTAIN HOUSE DEVELOPERS, COMMUNITY FACILITIES FUND (CFF)

				,											
			07	2015					2016	10					
Project Team	Jul	Ang	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Total	Hourly	
Nominal Work Hours/Mo.	176	168	168	176	152	176	160	152	176	168	168	176	Hours	Rates	Total
Rob Shackelford, PE Project Manager PM Work Level	%0	%0	%0	%0	%0	%0	%0	%0	%0	%0	%0	0%			
PM Monthly Hours	0	0	0	0	0	0	0	0	0	0	0	0	0	\$220	\$0
Bill Dash, PE, QSD Temp. Project Manager TPM Work Level	%0	%0	%0	%0	%0	%0	%0	%0	%0	%0	%0	%0			
TPM Monthly Hours	0	0	0	0	0	0	0	0	0	0	0	0	0	\$220	\$0
Bill Dash, PE, QSD Resident Engineer RE Work Level	2%	2%	2%	2%	2%	%0	%0	%0	%0	2%	2%	2%			
TPM Monthly Hours	4	3	3	4	3	0	0	0	0	3	3	4	27.04	\$180	\$4,867
Bob Comacho Senior Inspector Comacho Work Level	%0	%0	%0	%0	%0	%0	%0	%0	%0	%0	%0	%0			
Comacho Monthly Hrs	0	0	0	0	0	0	0	0	0	0	0	0	0	\$168	\$0
<b>Gary Pilecki</b> Inspector Pilecki Work Level	%0	%0	2%	10%	14%	18%	10%	%0	%0	%0	2%	10%			
Pilecki Monthly Hrs	0	0	8	18	22	32	16	0	0	0	8	18	121.264	\$155	\$18,796
THIRD INSPECTOR TO BE NAMED Third Insp Work Level	%0	%0	%0	2%	2%	%0	%0	%0	%0	%0	2%	2%			
Third Insp Monthly Hrs	0	0	0	6	8	0	0	0	0	0	8	9	33.6	\$155	\$5,208
SPECIAL INSPECTOR #1 Special Insp #1 Work Level	%0	%0	%0	%0	%0	%0	%0	2%	10%	10%	10%	%0			
Special Insp #1 Monthly Hrs	0	0	0	0	0	0	0	8	18	17	17	0	58.8	\$205	\$12,054
SPECIAL INSPECTOR #2 Special Insp #2 Work Level	%0	%0	%0	%0	%0	%0	%0	2%	10%	10%	10%	%0			
Special Insp #2 Monthly Hrs	0	0	0	0	0	0	0	8	18	17	17	0	59	\$155	\$9,114
TOTAL HOURS BY MONTH	4	3	12	30	32	32	16	15	35	37	54	30		Subtotal	\$50,039

MOUNTAIN HOUSE DEVELOPERS, TRANSPORTATION IMPROVEMENT FUND (TIF) 2015-2016 Proposed Inspection Budget:

	-		2015		:				2016	ا و					
Project Team	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Total	Hourly	
Nominal Work Hours/Mo.	176	168	168	176	152	176	160	152	176	168	168	176	Hours	Rates	Total
Rob Shackelford, PE Project Manager PM Work Level	%0	%0	%0	%0	%0	%0	%0	%0	%0	%0	%0	%0			
PM Monthly Hours	0	0	0	0	0	0	0	0	0	0	0	0	0	\$220	\$0
Bill Dash, PE, QSD Temp. Project Manager TPM Work Level	%0	%0	%0	%0	%0	%0	%0	%0	%0	%0	%0	%0			
TPM Monthly Hours	0	0	0	0	0	0	0	0	0	0	0	0	0	\$220	\$0
Bill Dash, PE, QSD Resident Engineer RE Work Level	15%	15%	10%	10%	10%	2%	%0	%0	2%	10%	15%	20%			
TPM Monthly Hours	26	25	17	18	15	6	0	0	6	17	25	35	196	\$180	\$35,280
Bob Comacho Senior Inspector Comacho Work Level	30%	30%	30%	20%	15%	10%	2%	2%	10%	10%	15%	20%			
Comacho Monthly Hrs	53	50	50	35	23	18	8	8	18	17	25	35	339.6	\$168	\$57,053
<b>Gary Pilecki</b> Inspector Pilecki Work Level	30%	30%	30%	20%	15%	10%	2%	2%	10%	10%	15%	20%			
Pilecki Monthly Hrs	53	50	50	35	23	18	8	8	18	17	25	35	339.6	\$155	\$52,638
THIRD INSPECTOR TO BE NAMED Third Insp Work Level	30%	30%	30%	20%	15%	10%	2%	2%	10%	10%	15%	20%			
Third Insp Monthly Hrs	53	50	50	35	23	18	8	8	18	17	25	35	339.6	\$155	\$52,638
SPECIAL INSPECTOR #1 Special Insp #1 Work Level	%0	%0	%0	%0	%0	%0	%0	%0	%0	%0	%0	%0			
Special Insp #1 Monthly Hrs	0	0	0	0	0	0	0	0	0	0	0	0	0	\$205	\$0
SPECIAL INSPECTOR #2 Special Insp #2 Work Level	30%	30%	30%	20%	15%	10%	2%	2%	10%	10%	15%	20%			
Special Insp #2 Monthly Hrs	53	50	50	35	23	18	8	8	18	17	25	35	340	\$155	\$52,638
TOTAL HOURS BY MONTH	238	227	218	158	106	79	32	30	79	84	126	176		Subtotal	\$250,247

2015-2016 Proposed Inspection Budget: BUILDER INSPECTIONS (SIDEWALKS IN ALLEYS)

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			707	TS					707	91					
Project Team	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Total	Hourly	
Nominal Work Hours/Mo.	176	168	168	176	152	176	160	152	176	168	168	176	Hours	Rates	Total
Rob Shackelford, PE Project Manager PM Work Level	%0	%0	%0	%0	%0	%0	%0	%0	%0	%0	%0	%0			
PM Monthly Hours	0	0	0	0	0	0	0	0	0	0	0	0	0	\$220	0\$
Bill Dash, PE, QSD Temp. Project Manager TPM Work Level	%0	%0	%0	%0	%0	%0	%0	%0	%0	%0	%0	%0			
TPM Monthly Hours	0	0	0	0	0	0	0	0	0	0	0	0	0	\$220	\$0
Bill Dash, PE, QSD Resident Engineer RE Work Level	2%	2%	1%	1%	1%	1%	1%	2%	2%	2%	2%	2%			
TPM Monthly Hours	4	3	2	2	2	2	2	3	4	3	3	4	32	\$180	\$5,760
Bob Comacho Senior Inspector Comacho Work Level	5%	5%	5%	2%	2%	2%	2%	2%	2%	2%	2%	5%			
Comacho Monthly Hrs	9	8	8	6	8	6	8	8	6	8	8	9	100.8	\$168	\$16,934
Gary Pilecki Inspector Pilecki Work Level	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%			
Pilecki Monthly Hrs	4	3	3	4	3	4	3	3	4	3	3	4	40.32	\$155	\$6,250
THIRD INSPECTOR TO BE NAMED Third Insp Work Level	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%			
Third Insp Monthly Hrs	4	3	3	4	3	4	3	3	4	3	3	4	40.32	\$155	\$6,250
SPECIAL INSPECTOR #1 Special Insp #1 Work Level	0%	%0	%0	%0	%0	%0	%0	%0	%0	%0	%0	0%			
Special Insp #1 Monthly Hrs	0	0	0	0	0	0	0	0	0	0	0	0	0	\$205	\$0
SPECIAL INSPECTOR #2 Special Insp #2 Work Level	%0	%0	%0	%0	%0	%0	%0	%0	%0	%0	%0	%0			
Special Insp #2 Monthly Hrs	0	0	0	0	0	0	0	0	0	0	0	0	0	\$155	\$0
TOTAL HOURS BY MONTH	19	18	17	18	15	18	16	17	19	18	18	19		Subtotal	\$35,194

2015-2016 Proposed Inspection Budget: KAMILOS DEVELOPMENT, NON-REIMBURSABLE

			2015	7					2016	16					
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Project Team	Jul	Ang	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Total	Hourly	
Nominal Work Hours/Mo.	176	168	168	176	152	176	160	152	176	168	168	176	Hours	Rates	Total
Rob Shackelford, PE Project Manager PM Work Level	%0	%0	%0	%0	%0	%0	%0	%0	%0	%0	%0	%0			
PM Monthly Hours	0	0	0	0	0	0	0	0	0	0	0	0	0	\$220	\$0
Bill Dash, PE, QSD Temp. Project Manager TPM Work Level	%0	%0	%0	%0	%0	%0	%0	%0	%0	%0	%0	%0		-	
TPM Monthly Hours	0	0	0	0	0	0	0	0	0	0	0	0	0	\$220	\$0
Bill Dash, PE, QSD Resident Engineer RE Work Level	2%	2%	%5	2%	2%	2%	%0	%0	2%	2%	2%	2%			
TPM Monthly Hours	6	8	8	6	8	6	0	0	6	8	8	6	85.2	\$180	\$15,336
Bob Comacho Senior Inspector Comacho Work Level	10%	10%	10%	10%	10%	2%	%0	%0	20%	30%	30%	30%			
Comacho Monthly Hrs	18	17	17	18	15	6	0	0	35	50	50	53	281.6	\$168	\$47,309
<b>Gary Pilecki</b> Inspector Pilecki Work Level	%0	%0	%0	%0	%0	2%	%0	%0	2%	2%	2%	2%			
Pilecki Monthly Hrs	0	0	0	0	0	6	0	0	6	8	8	6	43.2	\$155	\$6,696
THIRD INSPECTOR TO BE NAMED Third Insp Work Level	%0	%0	%0	%0	2%	2%	2%	2%	10%	20%	30%	40%			
Third Insp Monthly Hrs	0	0	0	0	3	6	8	8	18	34	20	20	199.44	\$155	\$30,913
SPECIAL INSPECTOR #1 Special Insp #1 Work Level	%0	%0	%0	%0	%0	%0	%0	%0	%0	%0	%0	%0			
Special Insp #1 Monthly Hrs	0	0	0	0	0	0	0	0	0	0	0	0	0	\$205	\$0
SPECIAL INSPECTOR #2 Special Insp #2 Work Level	%0	%0	%0	%0	%0	%0	%0	%0	%0	%0	%0	%0			
Special Insp #2 Monthly Hrs	0	0	0	0	0	0	0	0	0	0	0	0	0	\$155	\$0
TOTAL HOURS BY MONTH	26	25	25	56	26	35	∞	∞	70	101	118	141		Subtotal	\$100,254

KAMILOS DEVELOPMENT, COMMUNITY FACILITIES FUND (CFF) 2015-2016 Proposed Inspection Budget:

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			2015	15					2016	16					
Project Team	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Total	Hourly	
Nominal Work Hours/Mo.	176	168	168	176	152	176	160	152	176	168	168	176	Hours	Rates	Total
Rob Shackelford, PE Project Manager PM Work Level	%0	%0	%0	%0	%0	%0	%0	%0	%0	%0	%0	%0			
PM Monthly Hours	0	0	0	0	0	0	0	0	0	0	0	0	0	\$220	0\$
Bill Dash, PE, QSD Temp. Project Manager TPM Work Level	%0	%0	%0	%0	%0	%0	%0	%0	%0	%0	%0	%0			
TPM Monthly Hours	0	0	0	0	0	0	0	0	0	0	0	0	0	\$220	\$0
Bill Dash, PE, QSD Resident Engineer RE Work Level	2%	2%	2%	2%	2%	2%	%0	%0	2%	2%	2%	2%			
TPM Monthly Hours	4	3	3	4	3	4	0	0	4	3	3	4	34.08	\$180	\$6,134
Bob Comacho Senior Inspector Comacho Work Level	2%	2%	2%	2%	2%	2%	%0	%0	10%	12%	12%	12%			
Comacho Monthly Hrs	9	8	8	6	8	4	0	0	18	20	20	21	124.56	\$168	\$20,926
Gary Pilecki Inspector Pilecki Work Level	2%	2%	2%	2%	2%	2%	%0	%0	10%	12%	12%	12%			
Pilecki Monthly Hrs	6	8	8	6	∞	4	0	0	18	20	20	21	124.56	\$155	\$19,307
THIRD INSPECTOR TO BE NAMED Third Insp Work Level	%0	%0	%0	%0	1%	2%	7%	2%	2%	2%	2%	2%			
Third Insp Monthly Hrs	0	0	0	0	2	4	3	3	4	3	3	4	25.04	\$155	\$3,881
SPECIAL INSPECTOR #1 Special Insp #1 Work Level	%0	%0	%0	%0	%0	%0	%0	%0	%0	%0	%0	%0			
Special Insp #1 Monthly Hrs	0	0	0	0	0	0	0	0	0	0	0	0	0	\$205	\$0
SPECIAL INSPECTOR #2 Special Insp #2 Work Level	%0	%0	%0	%0	%0	%0	%0	%0	%0	%0	%0	%0			
Special Insp #2 Monthly Hrs	0	0	0	0	0	0	0	0	0	0	0	0	0	\$155	\$0
TOTAL HOURS BY MONTH	21	20	20	21	20	14	က	က	42	47	47	49		Subtotal	\$50,248

KAMILOS DEVELOPMENT, TRANSPORTATION IMPROVEMENT FUND (TIF) 2015-2016 Proposed Inspection Budget:

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			77	2015					2016	ηρ					
Project Team	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Total	Hourly	
Nominal Work Hours/Mo.	176	168	168	176	152	176	160	152	176	168	168	176	Hours	Rates	Total
Rob Shackelford, PE Project Manager PM Work Level	%0	%0	%0	%0	%0	%0	%0	%0	%0	%0	%0	%0			
PM Monthly Hours	0	0	0	0	0	0	0	0	0	0	0	0	0	\$220	\$0
Bill Dash, PE, QSD Temp. Project Manager TPM Work Level	%0	%0	%0	%0	%0	%0	%0	%0	%0	%0	%0	%0			
TPM Monthly Hours	0	0	0	0	0	0	0	0	0	0	0	0	0	\$220	\$0
Bill Dash, PE, QSD Resident Engineer RE Work Level	2%	2%	2%	2%	2%	2%	%0	%0	2%	2%	2%	2%			
TPM Monthly Hours	4	3	3	4	3	4	0	0	4	3	3	4	34.08	\$180	\$6,134
Bob Comacho Senior Inspector Comacho Work Level	2%	2%	2%	2%	2%	2%	%0	%0	10%	12%	12%	12%			
Comacho Monthly Hrs	9	8	∞	6	8	4	0	0	18	20	20	21	124.56	\$168	\$20,926
Gary Pilecki Inspector Pilecki Work Level	%0	%0	%0	%0	%0	%0	%0	%0	%0	%0	%0	%0			
Pilecki Monthly Hrs	0	0	0	0	0	0	0	0	0	0	0	0	0	\$155	\$0
THIRD INSPECTOR TO BE NAMED Third Insp Work Level	%0	%0	%0	%0	1%	2%	2%	2%	2%	2%	2%	2%			
Third Insp Monthly Hrs	0	0	0	0	2	4	3	3	4	3	3	4	25.04	\$155	\$3,881
SPECIAL INSPECTOR #1 Special Insp #1 Work Level	%0	%0	%0	%0	%0	%0	%0	%0	%0	%0	%0	%0			
Special Insp #1 Monthly Hrs	0	0	0	0	0	0	0	0	0	0	0	0	0	\$205	\$0
SPECIAL INSPECTOR #2 Special Insp #2 Work Level	5%	2%	2%	2%	2%	2%	%0	%0	10%	12%	12%	12%			
Special Insp #2 Monthly Hrs	9	8	8	9	8	4	0	0	18	20	20	21	125	\$155	\$19,307
TOTAL HOURS BY MONTH	21	20	20	21	20	14	3	3	42	47	47	49		Subtotal	\$50,248

#### **BUDGET PROPOSAL ASSUMPTIONS**

- **1.** Compaction testing will be performed by others. Test reports will be spot-checked by Harris.
- **2.** Harris shall not take any responsibility for the condition or performance of gas distribution and service lines, including joints.
- **3.** Contractor work day shall not exceed eleven hours. Contractor work week shall not exceed six days.
- **4.** The number of Harris inspectors utilized onsite shall be subject to MHCSD approval.
- **5.** Inspection wage rates shown for Harris personnel at Mountain House shall comply with appropriate Prevailing Wage requirements as set forth by the State of California.
- **6.** Overtime costs for Harris personnel at Mountain House shall be borne by MHCSD.
- 7. Harris' inspectors shall work up to five or six days per week as needed, depending on the pace of developer work. If Harris personnel are regularly needed in excess of 40 hours per week, additional operating budget will be requested.
- 8. A project manager/resident engineer (RE) will oversee Harris' inspectors on an as-needed (but not necessarily full-time) basis. According to workload, the RE may also perform the duties of an inspector or even staff augmentation as deemed necessary by MHCSD. However, it is important to note that the best use of the RE's time (and Harris' budget) is not as a field inspector. If the pace of construction routinely necessitates the RE's presence in the field, Harris will propose an additional field inspector at additional cost.

- **9.** An on-call Harris inspector for traffic signals, above-ground structures or other special inspections may be needed occasionally during the upcoming contract year. These individuals can be brought onsite as needed, and shall be billed at the rates contained in this proposal.
- **10.** This cost proposal anticipates a moderate level of work activity performed by one full-time Resident Engineer and one or more full-time Construction Inspectors during the period from July 1, 2015 to June 30, 2016. Some overtime is anticipated.
- **11.** No allowance is included for vacation time by any Harris employee. It is likely that time spent offsite by the RE or Inspector will require a replacement who will be billed at the same rate.
- **12.** These budget estimates were developed without a formal construction schedule. It is our understanding that none exist at the time of submission.
- **13.** The cost of any vehicles needed during the course of these duties is included in the hourly rates provided.
- **14.** The cost of administrative supplies used in direct support of Harris' activities at Mountain House (phones, computers, printers, mobile devices, consumables such as paper, ink, pens, pencils, note pads and so forth) is included in the hourly rates provided.

