

**THIRD AMENDMENT
CITY OF SUTTER CREEK AGREEMENT FOR NON-FEDERALLY FUNDED
CITY ENGINEERING CONSULTING SERVICES**

This Third Amendment to the City of Sutter Creek Agreement for Non-Federally Funded City Engineering Consulting Services ("Amendment") is made and entered into as of July 1, 2024, by and between the City of Sutter Creek, a California municipal corporation ("City") and Weber, Ghio & Associates, Inc., a California corporation ("Consultant"). City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

RECITALS

- A. City and Consultant entered into the City of Sutter Creek Agreement for Non-Federally Funded City Engineering Consulting Services ("Agreement") on July 1, 2017, granting Consultant the right to provide certain non-federally funded professional Engineering Services to the City until June 30, 2020. The City and consultant entered into a First Amendment granting the Consultant the right to provide certain non-federally funded professional engineering services to the City until June 30, 2022. The City and consultant entered into a Second Amendment granting the Consultant the right to provide certain non-federally funded professional engineering services to the City until June 30, 2024. Consultant represents that it is experienced in providing engineering services to public clients, is licensed in the State of California, and is familiar with the plans of City.
- B. City and Consultant have negotiated adjustments to the Agreement as set forth below in consideration of a two-year renewal of the Agreement, on a year-to-year basis.
- C. The extension of the Agreement set forth in this Amendment shall supersede the agreement.

NOW THEREFORE, City and Contractor agree to the following modifications to the Agreement.

AGREEMENT

- 1. **Term.** Section 1.2 is hereby amended to read in full as follows:
 - 1.2 **Term.** The term of this Agreement shall take effect on July 1, 2024. The term of this Agreement is two years, unless earlier terminated as provided herein. City shall have the unilateral option, at its sole discretion, to renew this Agreement annually. Consultant shall complete the Services within the term of this Agreement and shall meet any other established schedules and deadlines. The Agreement may be extended by written amendment. Consultant shall complete the Services within the term of this Agreement and shall meet any other established schedules and deadlines. The Parties may, by mutual written consent, extend the term of this Agreement, if

necessary, to complete the Services. Consultant's performance may be evaluated and reviewed by City on an annual basis. A copy of the evaluation will be sent to Consultant for comments. If performed, the evaluation, together with the comments shall be retained as part of the Agreement record.

2. **Termination of Agreement** Section 10.1 is hereby amended to read in full as follows:

10.1 Grounds for Termination. City reserves the right to terminate this Agreement upon thirty (30) calendar days written notice to Consultant for any or no reason. In the event of such termination, City may proceed with the work in any manner deemed proper by City. If City terminates this contract with Consultant, City shall pay Consultant the sum due to Consultant under this contract prior to termination, unless the cost of completion to City exceeds the funds remaining in the Agreement, in which case the overage shall be deducted from any sum due Consultant under this Agreement and the balance, if any, shall be paid to Consultant upon demand. The maximum amount for which the City shall be liable if this Agreement is terminated is the lesser of the reasonable value of unpaid Services rendered prior to termination or \$50,000.

Consultant may not terminate this Agreement except for cause

Nothing contained herein shall prevent City from hiring other consultants as City may deem appropriate to assist in the performance of services hereunder and City shall not be required to consult with Consultant beforehand.

3. **Exhibits** Exhibit A Scope of Services attached hereto and incorporated herein by this reference, replaces Exhibit A of the Agreement. Exhibit B Compensation Rate Schedule (Effective July 1, 2024) attached hereto and incorporated herein by this reference, replaces Exhibit B of the Agreement.
4. **Effective Date** This Amendment shall take effect on the date executed.
5. **Full Force and Effect** Except as specifically modified by this Amendment, the Agreement shall remain in full force and effect. All capitalized terms in this Amendment shall have the meaning ascribed to them in the Agreement unless otherwise noted in this Amendment.

SIGNATURES ON FOLLOWING PAGE

**SIGNATURE PAGE
TO THIRD AMENDMENT TO
CITY OF SUTTER CREEK
AGREEMENT FOR NON-FEDERALLY FUNDED
CITY ENGINEERING CONSULTING SERVICES**

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

CITY OF SUTTER CREEK

WEBER, GHIO & ASSOCIATES, INC.

By: _____
Tom DuBois
City Manager

By:  _____
Matt Ospita, P.E.
President

Attest:

By: _____
Karen Darrow
City Clerk

EXHIBIT "A"
SCOPE OF SERVICES

Consultant agrees to provide all professional services set forth below as directed by City Manager:

1. Administer Non-Federally Funded Public Works Projects and Report Monthly to City Manager;
2. Non-Federally Funded Public Works Project Coordination with City Building Official, City Planner, and Public Works Superintendents;
3. Coordinate Environmental Review and Reporting with City Planner and Funding Agency;
4. Preparation of Special and Technical Reports associated with Project Delivery;
5. Prepare Plans, Specifications and Related Reports, and Construction Cost Estimates, for City delivery of Non-Federally Funded Public Works Projects;
6. Provide Contract Administration, Construction Management and Inspection of Designated Non-Federally Funded Public Works Projects;
7. Provide all City Engineering Services required by City;
8. Provide appropriate licensed professional to meet all City requirements of the Subdivision Map Act and local ordinances;
9. Represent City in attendance at meetings and conferences as needed.



**EXHIBIT B
RATE SCHEDULE
EFFECTIVE JULY 1, 2024**

Principal Engineer	\$200/hour
Senior Civil Engineer	\$180/hour
Associate Engineer	\$160/hour
Project Manager	\$150/hour
Engineering Technician	\$140/hour
General Office Personnel	\$110/hour
Resident Engineer	\$180/hour
Construction Manager	\$170/hour
Construction Inspector I	\$130/hour
Construction Inspector II*	\$160/hour
Senior Building Inspector	\$150/hour
2 Man Survey Field Crew	\$275/hour
1 Man Survey Field Crew	\$200/hour
Court Appearances - Expert Witness**	\$350/hour, \$600 minimum

Overtime (all Saturday work is overtime) 1.3 times rate
 Double-time (all Sundays and Holidays) 1.7 times rate

Mileage will be billed at the current Federal/State reimbursement rate.

* Prevailing Wage: Group 2

** Rate to be applied to travel time, depositions, and court appearances.

LARGE FORMAT PRINT SCHEDULE

18" x 26" Bond Print	\$4.50/each
24" x 36" Bond Print	\$7.50/each
36" x 48" Bond Print	\$14.00/each

Materials and Outside Services will be billed at actual cost plus 15%.