

**CONSULTING SERVICES AGREEMENT BETWEEN
THE CITY OF SUTTER CREEK AND HYDROSCIENCE ENGINEERS, INC.**

THIS AGREEMENT for services is entered into by and between the City of Sutter Creek, a municipal corporation in the State of California (hereinafter referred to as "City") and HydroScience Engineers, Inc. (hereinafter referred to as "~~Contractor~~Consultant") as of March 18⁴, 2025 (the "Effective Date").

Section 1. SERVICES. Subject to the terms and conditions set forth in this Agreement, ~~Contractor~~Consultant shall provide to City the services described in the Scope of Work attached hereto and incorporated herein as Exhibit A at the time and place and in the manner specified therein. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, the Agreement shall prevail.

- 1.1 **Term of Services.** The term of this Agreement shall begin on the Effective Date, and shall include any work performed in advance of that date, and shall end on June 30, 2026. The time provided to ~~Contractor~~Consultant to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as provided for in Section 8.
- 1.2 **Standard of Performance.** ~~Contractor~~Consultant shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which ~~Contractor~~Consultant is engaged in the geographical area in which ~~Contractor~~Consultant practices its profession. ~~Contractor~~Consultant shall prepare all work products required by this Agreement in a substantial, first-class manner and shall conform to the standards of quality normally observed by a person practicing in ~~Contractor~~Consultant's profession.
- 1.3 **Assignment of Personnel.** ~~Contractor~~Consultant shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, ~~Contractor~~Consultant shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons. Bill Slenter will be the principal assigned to Sutter Creek. Replacement of Bill Slenter must be approved by the City of Sutter Creek.
- 1.4 **Time.** ~~Contractor~~Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Section 1.1 above and to satisfy ~~Contractor~~Consultant's obligations hereunder.

Section 2A. COMPENSATION (NON-FEDERALLY FUNDED PROJECTS). For projects not funded in whole or in part by any federal funding source, City hereby agrees to pay ~~Contractor~~Consultant sums not to exceed the amounts described in Exhibit A, notwithstanding any contrary indications that may be contained in ~~Contractor~~Consultant's proposal, for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and ~~Contractor~~Consultant's proposal regarding the amount of compensation, the Agreement shall prevail. City shall pay ~~Contractor~~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 City to ~~Contractor~~Consultant for services rendered pursuant to this Agreement. ~~Contractor~~Consultant shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City, ~~Contractor~~Consultant shall not bill City for duplicate services performed by more than one person.

~~Contractor~~Consultant and City acknowledge and agree that compensation paid by City to ~~Contractor~~Consultant under this Agreement is based upon ~~Contractor~~Consultant's estimated costs of providing the services required hereunder, including salaries and benefits of employees and

sub~~contractor~~consultants of ~~Contractor~~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 ~~Contractor~~Consultant and its employees, agents, and sub~~contractor~~consultants may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

2A.1 Invoices. ~~Contractor~~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. Invoices shall contain the following information:

- Serial identifications of progress bills; i.e., Progress Bill No. 1 for the first invoice, etc.;
- The beginning and ending dates of the billing period;
- 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;
- The ~~Contractor~~Consultant's signature.

2A.2 Monthly Payment. City shall have 30 days from the receipt of an invoice that complies with all of the requirements above to pay ~~Contractor~~Consultant.

2A.3 Total Payment. City shall pay for the services to be rendered by ~~Contractor~~Consultant pursuant to this Agreement. City shall not pay any additional sum for any expense or cost whatsoever incurred by ~~Contractor~~Consultant in rendering services pursuant to this Agreement. City shall make no payment for any extra, further, or additional service pursuant to this Agreement.

In no event shall ~~Contractor~~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 approved by the City Manager, which shall not exceed the maximum amount allowed by the Sutter Creek Municipal Code.

2A.4 Fees. Fees for work performed by ~~Contractor~~Consultant shall not exceed the amounts shown on the Compensation Schedule attached hereto and incorporated herein as Exhibit A.

2A.5 Reimbursable Expenses. Reimbursable expenses are specified in Exhibit A, and expenses not listed in Exhibit A are not chargeable to the City.

2A.6 Payment of Taxes. ~~Contractor~~Consultant is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.

2A.7 Payment upon Termination. In the event that the City or ~~Contractor~~Consultant terminates this Agreement pursuant to Section 8 of this Agreement, the City shall compensate the ~~Contractor~~Consultant for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. ~~Contractor~~Consultant shall maintain adequate logs and timesheets in order to verify costs incurred to that date.

2A.8 Authorization to Perform Services. The ~~Contractor~~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.

Section 2B. COMPENSATION (FEDERALLY FUNDED PROJECTS).

- 2B.1.1 Federal Compensation Requirements.** The following compensation terms shall apply to projects that are funded in whole or in part from any federal funding source.
- 2B.1.2 Compensation.** ~~Contractor~~Consultant will be reimbursed for hours worked at the hourly rates specified in ~~Contractor~~Consultant's Rate Schedule (Exhibit A). The specified hourly rates shall include direct salary costs, employee benefits, overhead, and fees. These rates are not adjustable for the performance period set forth in this Agreement.
- 2B.1.3 Reimbursement.** In addition, ~~Contractor~~Consultant will be reimbursed for incurred (actual) direct costs other than salary costs that are in the Federal Cost Proposal and identified in the Federal Cost Proposal and in the executed task order.
- 2B.1.4 Task Orders.** Specific projects will be assigned to ~~Contractor~~Consultant through issuance of task orders.
- 2B.1.5 Draft Task Order.** After a project to be performed under this Agreement is identified by City, City will prepare a draft task order, less the cost estimate. A draft task order will identify the scope of services, expected results, project deliverables, period of performance, project schedule and will designate a City project coordinator. The draft task order will be delivered to ~~Contractor~~Consultant for review. ~~Contractor~~Consultant shall return the draft task order within ten (10) calendar days along with a Cost Estimate, including a written estimate of the number of hours and hourly rates per staff person, any anticipated reimbursable expenses, overhead, fee if any, and total dollar amount. After agreement has been reached on the negotiable items and total cost, the finalized task order shall be signed by both City and ~~Contractor~~Consultant.
- 2B.1.6 Lump Sum Task Orders.** Task orders may be negotiated for a lump sum (Firm Fixed Price) or for specific rates of compensation, both of which must be based on the labor and other rates set forth in ~~Contractor~~Consultant's Federal Cost Proposal.
- 2B.1.7 Federal Cost Proposal.** Reimbursement for transportation and subsistence costs shall not exceed the rates as specified in the approved Federal Cost Proposal.
- 2B.1.8 Milestone Cost Estimates.** When milestone cost estimates are included in the approved Federal Cost Proposal, ~~Contractor~~Consultant shall obtain prior written approval for a revised milestone cost estimate from the City's contract administrator before exceeding such estimate.
- 2B.1.9 Progress Payments.** Progress payments for each task order will be made monthly in arrears based on services provided and actual costs incurred.
- 2B.1.10 Approval.** ~~Contractor~~Consultant shall not commence performance of work or services until this Agreement has been approved by City, and notification to proceed has been issued by City's contract administrator. No payment will be made prior to approval or for any work performed prior to approval of this Agreement.
- 2B.1.11 Signed Task Order.** A task order is of no force or effect until returned to City and signed by an authorized representative of City. No expenditures are authorized on a project and work shall not commence until a task order for that project has been executed by City.
- 2B.1.12 Timing of Compensation.** ~~Contractor~~Consultant will be reimbursed, as promptly as fiscal procedures will permit upon receipt by City's contract administrator of itemized invoices in

triplicate. Separate invoices itemizing all costs are required for all work performed under each task order. Invoices shall be submitted no later than 45 calendar days after the performance of work for which ~~Contractor~~Consultant is billing, or upon completion of the task order. Invoices shall detail the work performed on each milestone, on each project as applicable. Invoices shall follow the format stipulated for the approved Federal Cost Proposal and shall reference this Agreement, project title and task order number. ~~Credits due City that include any equipment purchased under the provisions of Section 2B.4 – Equipment Purchase of this Agreement, must be reimbursed by Contractor prior to the expiration or termination of this Agreement.~~ Invoices shall be mailed to City's contract administrator at the following address: City of Sutter Creek; City Manager; 18 Main Street, Sutter Creek, CA 95685.

2B.1.13 Period of Performance. The period of performance for task orders shall be in accordance with dates specified in the task order. No task order will be written which extends beyond the expiration date of this Agreement.

2B.1.14 Total Amount Payable. The total amount payable by City for an individual task order shall not exceed the amount agreed to in the task order, unless authorized by contract amendment.

2B.1.15 Failure to Complete Deliverable. If the ~~Contractor~~Consultant fails to satisfactorily complete a deliverable according to the schedule set forth in a task order, no payment will be made until the deliverable has been satisfactorily completed.

2B.1.16 No Amendment by Task Order. Task orders may not be used to amend this Agreement and may not exceed the scope of work under this Agreement.

2B.1.17 Not to Exceed Amount. The total amount payable by City for all Services resulting from this Agreement shall not exceed \$~~4,000,000~~1,000,000, which may be renegotiated in emergency situations. It is understood and agreed that there is no guarantee, either expressed or implied that this dollar amount will be authorized under this Agreement through task orders or otherwise.

2B.2 Payment of Compensation. ~~Contractor~~Consultant shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by ~~Contractor~~Consultant. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within thirty (30) days of receiving such statement, review the statement and pay all approved charges thereon. No retainage will be withheld by the City from progress payments due the ~~Contractor~~Consultant. Retainage by the ~~Contractor~~Consultant or sub~~contractor~~consultants is prohibited, and no retainage will be held by the ~~Contractor~~Consultant from progress due sub~~contractor~~consultants. Any violation of this provision shall subject the violating ~~Contractor~~Consultant or sub~~contractor~~consultants to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the ~~Contractor~~Consultant or sub~~contractor~~consultant in the event of a dispute involving late payment or nonpayment by the ~~Contractor~~Consultant or deficient sub~~contractor~~consultant performance, or noncompliance by a sub~~contractor~~consultant. This provision applies to both DBE and non-DBE ~~Contractor~~Consultants and sub~~contractor~~consultants.

2B.3 Extra Work. At any time during the term of this Agreement, City may request that ~~Contractor~~Consultant perform Extra Work. As used herein, "Extra Work" means any work

which is determined by City to be necessary for the proper completion of the Services, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. ~~Contractor~~Consultant shall not perform, nor be compensated for, Extra Work without written authorization from City's Representative.

2B.4 SAM.gov Validation Requirement. As a condition of this contract, Consultant must maintain an active registration in the System for Award Management (SAM.gov) throughout the term of this agreement. Consultant shall ensure that all necessary validations, including the Unique Entity Identifier (UEI), Taxpayer Identification Number (TIN), and bank information, are current and accurate in the SAM.gov database. Failure to maintain an active registration or comply with SAM.gov requirements may result in delays, suspension, or termination of this agreement. Consultant is responsible for promptly addressing any issues related to their SAM.gov registration and must notify City of any changes in registration status.

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Section 3. FACILITIES AND EQUIPMENT. Except as set forth herein, ~~Contractor~~Consultant shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the services required by this Agreement. City shall make available to ~~Contractor~~Consultant only the facilities and equipment listed in this section, and only under the terms and conditions set forth herein.

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City shall furnish physical facilities such as desks, filing cabinets, and conference space, as may be reasonably necessary for ~~Contractor~~Consultant's use while consulting with City employees and reviewing records and the information in possession of the City. The location, quantity, and time of furnishing those facilities shall be in the sole discretion of City. In no event shall City be obligated to furnish any facility that may involve incurring any direct expense, including but not limited to computer, long-distance telephone or other communication charges, vehicles, and reproduction facilities.

Section 4. INSURANCE REQUIREMENTS. Before beginning any work under this Agreement, ~~Contractor~~Consultant, at its own cost and expense, shall procure "occurrence coverage" insurance 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 ~~Contractor~~Consultant and its agents, representatives, employees, and sub~~contractor~~consultants. ~~Contractor~~Consultant shall provide proof satisfactory to City of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects to the City, and that such insurance is in effect prior to commencing work under this Agreement. ~~Contractor~~Consultant shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be included in the ~~Contractor~~Consultant's bid. ~~Contractor~~Consultant shall not allow any sub~~contractor~~consultant to commence work on any subcontract until ~~Contractor~~Consultant has obtained all insurance required herein for the sub~~contractor~~consultant(s) and provided evidence thereof to City. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution. Verification of the required insurance is attached hereto and incorporated herein as Exhibit C.

4.1 Variation. The City may approve a variation in the insurance requirements, upon a determination that the coverage, scope, limit, and form of such insurance is either not commercially available, or that the City's interests are otherwise fully protected.

4.2 Notice of Reduction in Coverage. In the event that any coverage required by this section is reduced, limited, or materially affected in any other manner, ~~Contractor~~Consultant shall provide written notice to City at ~~Contractor~~Consultant's earliest possible opportunity and in no case later than five days after ~~Contractor~~Consultant is notified of the change in coverage.

4.3 Remedies. In addition to any other remedies City may have if ~~Contractor~~Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the

time herein required, City may, at its sole option, exercise any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for ~~Contractor~~Consultant's breach:

- Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
- Order ~~Contractor~~Consultant to stop work under this Agreement or withhold any payment that becomes due to ~~Contractor~~Consultant hereunder, or both stop work and withhold any payment, until ~~Contractor~~Consultant demonstrates compliance with the requirements hereof; and/or
- Terminate this Agreement.

Section 5. INDEMNIFICATION AND ~~CONTRACTOR~~CONSULTANT RESPONSIBILITIES.

~~Contractor~~Consultant shall to the fullest extent allowed by law, with respect to all Services performed in connection with this Agreement, defend with counsel acceptable to the City, and indemnify and hold the City and its officials, officers, employees, agents, and volunteers harmless from and against any and all losses that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the ~~Contractor~~Consultant ("Claims"). ~~Contractor~~Consultant will bear all losses, costs, damages, expense and liability of every kind, nature and description that arise out of, pertain to, or relate to such Claims, whether directly or indirectly ("Liability"). Such obligations to defend, hold harmless and indemnify the City shall not apply to the extent that such Liability is caused the City's own negligence, or willful misconduct.

With respect to third party claims against the ~~Contractor~~Consultant, the ~~Contractor~~Consultant waives any and all rights of any type of express or implied indemnity against the indemnitees, except to the extent such claims arise from the City's own negligence or willful misconduct.

However, notwithstanding the foregoing, in accordance with California Civil Code Section 1668, nothing in this Agreement shall be construed to exempt the City from its own fraud, willful injury to the person or property of another, or violation of law. In addition, and notwithstanding the foregoing, in accordance with California Civil Code Section 1668, nothing in this Agreement shall be construed to exempt the City from its own fraud, willful injury to the person or property of another, or violation of law.

Section 6. STATUS OF ~~CONTRACTOR~~CONSULTANT.

- 6.1 Independent ~~Contractor~~Consultant.** At all times during the term of this Agreement, ~~Contractor~~Consultant shall be an independent ~~contractor~~consultant and shall not be an employee of City. City shall have the right to control ~~Contractor~~Consultant only insofar as the results of ~~Contractor~~Consultant's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subparagraph 1.3; however, otherwise City shall not have the right to control the means by which ~~Contractor~~Consultant accomplishes services rendered pursuant to this Agreement. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, ~~Contractor~~Consultant and any of its employees, agents, and sub~~contractor~~consultants providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.

- 6.2 ~~Contractor~~Consultant, Not Agent. Except as City may specify in writing, ~~Contractor~~Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. ~~Contractor~~Consultant shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

Section 7. LEGAL REQUIREMENTS.

- 7.1 **Governing Law.** The laws of the State of California shall govern this Agreement.
- 7.2 **Compliance with Applicable Laws.** ~~Contractor~~Consultant and any sub~~contractor~~consultants shall comply with all laws applicable to the performance of the work hereunder.
- 7.3 **Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, ~~Contractor~~Consultant and any sub~~contractor~~consultants shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.
- 7.4 **Licenses and Permits.** ~~Contractor~~Consultant represents and warrants to City that ~~Contractor~~Consultant and its employees, agents, and any sub~~contractor~~consultants have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. ~~Contractor~~Consultant represents and warrants to City that ~~Contractor~~Consultant and its employees, agents, any sub~~contractor~~consultants 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. In addition to the foregoing, ~~Contractor~~Consultant and any sub~~contractor~~consultants shall obtain and maintain during the term of this Agreement valid business licenses from City.
- 7.5 **Nondiscrimination and Equal Opportunity.** ~~Contractor~~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, or sexual orientation, against any employee, applicant for employment, sub~~contractor~~consultant, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by ~~Contractor~~Consultant under this Agreement. ~~Contractor~~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.

~~Contractor~~Consultant shall include the provisions of this Subsection in any subcontract approved by the Contract Administrator of this Agreement.

Section 8. TERMINATION AND MODIFICATION.

- 8.1 **Termination.** City may cancel this Agreement at any time and without cause upon written 30 days written notice to ~~Contractor~~Consultant.

~~Contractor~~Consultant may cancel this Agreement upon 30 days written notice to City and shall include in such notice the reasons for cancellation.

In the event of termination, ~~Contractor~~Consultant shall be entitled to compensation for services performed to the effective date of termination; City, however, may condition payment of such

compensation upon ~~Contractor~~Consultant delivering to City any or all documents, photographs, computer software, video and audio tapes, and other materials provided to ~~Contractor~~Consultant or prepared by or for ~~Contractor~~Consultant or the City in connection with this Agreement.

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

8.3 Assignment and Subcontracting. City and ~~Contractor~~Consultant recognize and agree that this Agreement contemplates personal performance by ~~Contractor~~Consultant and is based upon a determination of ~~Contractor~~Consultant's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of ~~Contractor~~Consultant. ~~Contractor~~Consultant may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. ~~Contractor~~Consultant shall not subcontract any portion of the performance contemplated and provided for herein, other than to the sub~~contractor~~consultants noted in the proposal, without prior written approval of the Contract Administrator.

8.4 Survival. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and ~~Contractor~~Consultant shall survive the termination of this Agreement.

8.5 Options upon Breach by ~~Contractor~~Consultant. If ~~Contractor~~Consultant materially breaches any of the terms of this Agreement, City's remedies shall include, but not be limited to the following:

8.5.1 Immediately terminate the Agreement;

8.5.2 Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by ~~Contractor~~Consultant pursuant to this Agreement;

8.5.3 Retain a different ~~Contractor~~Consultant to complete the work described in Exhibit A not finished by ~~Contractor~~Consultant; or

8.5.4 Charge ~~Contractor~~Consultant the difference between the cost to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid ~~Contractor~~Consultant pursuant to Section 2 of this Agreement if ~~Contractor~~Consultant had completed the work.

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Section 9. KEEPING AND STATUS OF RECORDS.

9.1 Records Created as Part of ~~Contractor~~Consultant's Performance. All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that ~~Contractor~~Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. ~~Contractor~~Consultant hereby agrees to deliver those documents to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use. City and ~~Contractor~~Consultant agree that, until final approval by City, all data, plans, specifications, reports and other

documents are confidential and will not be released to third parties without prior written consent of both parties.

9.2 Contractor/Consultant's Books and Records. ~~Contractor/Consultant~~ shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the ~~Contractor/Consultant~~ to this Agreement.

9.3 Inspection and Audit of Records. Any records or documents that Section 9.2 of this Agreement requires ~~Contractor/Consultant~~ to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds TEN THOUSAND DOLLARS (\$10,000.00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of the City, for a period of three (3) years after final payment under the Agreement.

Section 10 MISCELLANEOUS PROVISIONS.

10.1 Attorneys' Fees. If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.

10.2 Venue. In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Amador or in the United States District Court for the Eastern District of California.

10.3 Severability. If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

10.4 No Implied Waiver of Breach. The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.

10.5 Successors and Assigns. The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the parties.

10.6 Use of Recycled Products. ~~Contractor/Consultant~~ shall prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.

10.7 Conflict of Interest. ~~Contractor/Consultant~~ may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place

~~Contractor~~Consultant in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

~~Contractor~~Consultant shall not employ any City official in the work performed pursuant to this Agreement. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.*

~~Contractor~~Consultant hereby warrants that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of the City. If ~~Contractor~~Consultant was an employee, agent, appointee, or official of the City in the previous twelve months, ~~Contractor~~Consultant warrants that it did not participate in any manner in the forming of this Agreement. ~~Contractor~~Consultant understands that, if this Agreement is made in violation of Government Code §1090 *et seq.*, the entire Agreement is void and ~~Contractor~~Consultant will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and ~~Contractor~~Consultant will be required to reimburse the City for any sums paid to the ~~Contractor~~Consultant. ~~Contractor~~Consultant understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code § 1090 and, if applicable, will be disqualified from holding public office in the State of California.

10.8 Solicitation. ~~Contractor~~Consultant agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.

10.9 Contract Administration. This Agreement shall be administered by the City Manager ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.

10.10 Notices.

Any written notice to ~~Contractor~~Consultant shall be sent to:

HydroScience Engineers, Inc.
10569 Old Placerville Road
Sacramento, CA 95827

Any written notice to City shall be sent to:

City of Sutter Creek
Attn: City Manager
18 Main Street
Sutter Creek, CA 95685

10.11 Integration. This Agreement, including the Scope of Work, Compensation Schedule, Provisions Required for Public Works Contracts, and Insurance Requirements, attached hereto and incorporated herein as Exhibits A and B respectively, represents the entire and integrated agreement between City and ~~Contractor~~Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral.

Exhibit A Scope of Work and Compensation
Exhibit B Insurance Requirements

10.12 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.

10.13 Authorized Signature. Each person and party signing this Agreement warrants that he/she has the authority to execute this Agreement and that the party will be bound by such signature.

10.13 *[Signatures on next page]*

The parties have executed this Agreement as of the Effective Date.

CITY **CONTRACTOR/CONSULTANT**

City of Sutter Creek, a municipal corporation
of the State of California

HydroScience Engineers, Inc.

By: _____
Tom DuBois, City Manager

By: _____
Bill Slenter, P.E., Principal

Approved as to Form:

Derek P. Cole, City Attorney

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EXHIBIT A

SCOPE OF SERVICES AND COMPENSATION

Scope of Services

HydroScience will act as the City’s (and ARSA’s until the JPA dissolution is completed) Wastewater Engineer for engineering planning and capital projects. Bill Slenter will be the principal engineer, with support from other members of the Hydrosience team.

This scope assumes HydroScience will participate on a time and materials bases ongoing in issues related to the wastewater treatment plant, including in particular planning the bidding and construction of a new plant, as well as issues related to disposal. The Tasks and Scope of work will be discussed and agreed to between the Hydrosience principal and the City Manager. Changes to the Scope of Work will be documented in writing.

Task 1 – Project Management and Coordination

This task includes overall management of wastewater projects, schedule management, monthly reporting and budget tracking, and coordination meetings.

Task 2 – Owners Advocate in Design Build Process

HydroScience will represent the city in discussions with external firms who bid, design and construct the City’s wastewater system.

Task 3 – Captial Improvement project

HydroScience will provide engineering services to support the creation of specifications, manage the bidding process, and oversee construction on wastewater capital improvement projects.

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HYDROSCIENCE ENGINEERS, INC.

2025 Standard Schedule of Billing Rates

Rates are subject to increase annually on January

1

of each calendar year.

<u>LABOR CLASSIFICATION</u>	<u>HOURLY RATE</u>
<u>Principal</u>	<u>\$315</u>
<u>Engineer IX</u>	<u>\$305</u>
<u>Engineer VIII</u>	<u>\$295</u>
<u>Engineer VII</u>	<u>\$279</u>
<u>Engineer VI</u>	<u>\$266</u>
<u>Engineer V</u>	<u>\$255</u>
<u>Engineer IV</u>	<u>\$244</u>
<u>Engineer III</u>	<u>\$227</u>
<u>Engineer II</u>	<u>\$215</u>
<u>Engineer I</u>	<u>\$197</u>
<u>Engineering Aide</u>	<u>\$110</u>
<u>Construction Professional VI</u>	<u>\$210</u>
<u>Construction Professional V</u>	<u>\$200</u>
<u>Construction Professional IV</u>	<u>\$190</u>
<u>Construction Professional III</u>	<u>\$180</u>
<u>Construction Professional II</u>	<u>\$160</u>
<u>Construction Professional I</u>	<u>\$150</u>
<u>Cross Connection Control Specialist</u>	<u>\$135</u>
<u>CAD Manager</u>	<u>\$168</u>
<u>CAD Designer I</u>	<u>\$147</u>
<u>Marketing Professional</u>	<u>\$125</u>
<u>Administrative II</u>	<u>\$115</u>
<u>Administrative</u>	<u>\$100</u>

Hourly billing rates include postage and telephone charges that are normal to the work authorized. Other direct costs for travel, reproduction, mail service, outside services, etc. will be invoiced at 110 percent of the actual cost. Rates for expert witness services shall be billed at the quoted rates plus \$50/hour.

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INSURANCE REQUIREMENTS

Specific Insurance Requirements and Required Policy Limits

PROFESSIONAL SERVICES CONTRACTS:

Including, but not limited to architects, engineers, ~~Contractor~~Consultants, counselors, attorneys and accountants.

~~Contractor~~Consultant shall procure and maintain for the duration of its contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the ~~Contractor~~Consultant, his agents, representatives, employees or sub~~contractor~~consultants.

Minimum scope of coverage

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
2. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability insurance.
4. Errors and Omissions liability insurance appropriate to the ~~Contractor~~Consultant's profession. Architects and Engineers coverage shall be endorsed to include contractual liability.

Minimum limits of insurance

1. General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage including operations, products and completed operations. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately for this project/location or the general aggregate limit shall be twice the required occurrence limit (e.g. \$2,000,000).
2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
3. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
4. Professional Liability (Errors and Omissions) Insurance appropriate to the ~~Contractor~~Consultant's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

Other insurance provisions

The Commercial General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions:

1. The City, its officers, officials, employees and volunteers are to be covered as insured as respects: liability arising out of work or operations as performed by or on behalf of ~~Contractor~~Consultant; or automobiles owned, leased, hired or borrowed by the ~~Contractor~~Consultant.
2. For any claims related to this project, the ~~Contractor~~Consultant's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees and volunteers shall be in excess of the ~~Contractor~~Consultant's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be cancelled by either party, unless thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

Waiver of Subrogation

The Workers' Compensation policy is to be endorsed with a waiver of subrogation. The insurance company, in its endorsement, agrees to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses paid under the terms of this policy which arises from the work performed by the named insured for the City.

Deductibles and Self-Insurance Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers, or the ~~Contractor~~Consultant shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise approved in writing by the City.

Verification of Coverage

~~Contractor~~Consultant shall furnish the City with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms provided by the City or on other than the City's forms provided those endorsements conform to the City's requirements. All certificates and endorsements are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

Sub~~contractor~~consultants

ContractorConsultants shall include all sub~~contractor~~consultants as insured under its policies or shall furnish separate certificates and endorsements for each sub~~contractor~~consultant. All coverage for sub~~contractor~~consultants shall be subject to all of the requirements stated herein.