



City Council Meeting Agenda

Monday, October 07, 2024 at 6:00 PM

33 Church Street, Sutter Creek, CA 95685

The Agenda can be found on the City's Website: www.cityofsuttercreek.org

The City of Sutter Creek City Council Meeting will be available via Zoom and in person.

Join Zoom meeting: <https://us02web.zoom.us/j/9568520224>

Please note: Zoom participation is only available for viewing the Council meeting.

Public Comment will not be taken from Zoom

Or Dial by phone: 301-715-8592 | Meeting ID: 956 852 0224

Unless stated otherwise on the agenda, every item on the agenda is exempt from review under the California Environmental Quality Act ("CEQA") per CEQA Guidelines Sections 15060(c), 15061(b)(3), 15273, 15378, 15301, 15323 and/or Public Resources Code Section 21065.

- 1. Call to Order and Establish a Quorum for Regular Meeting**
- 2. Pledge of Allegiance to the Flag**
- 3. Public Forum**

At this time, the public is permitted to address the City Council on items not appearing on the agenda. Comments may not exceed 5 minutes. In accordance with State Law, however, no action or discussion may take place on any item not appearing on the posted agenda. The City Council may respond to statements made or questions asked or may request Staff to report back at a future meeting on the matter. The exceptions under which the City Council may discuss and/or take action on items not appearing on the agenda are contained in Government Code §54954.2. Public comment on any item listed below shall be limited to five minutes, unless additional time is permitted by the Mayor/Council.

- 4. City Manager's Report**

This section is an opportunity to provide Council members with a brief status update on staff activities. No action is expected to be taken by the Council.

- A. [City Manager Report Presentation](#)**

5. Presentations

6. Approval of Minutes

- A. [City Council Minutes of September 16, 2024](#)

[Recommendation: By motion approve minutes as presented.](#)

7. Consent Agenda

Items listed on the consent agenda are considered routine and shall be enacted in one motion. Any item may be removed for discussion at the request of Council or the Public.

8. Ordinances and Public Hearing

9. Administrative Agenda

- A. [Oro Madre Way Asphalt Concrete Overlay Project](#)

- B. [Weber Ghio Contract renewals for Federal and non-Federal work - *action item for approval*](#)

- C. [Council approval of Tyler Technology contract for Enterprise Resource Planning \(ERP\) software](#)

- D. [Capital Improvement Program \(CIP\) Priorities, Work in Progress - *for Council prioritization and feedback*](#)

- E. [Council indication of interest in Downtown Trees Concept - *for Council prioritization and feedback*](#)

- F. [Council Direction on Forming a Rate Assistance Program \(RAP\) for Wastewater Rate Assistance - *for Council information and possible direction*](#)

10. Mayor and Council Member Reports

This section is to provide Council members an opportunity to present updates on their activities and to request items be placed on future agendas.

11. City Attorney's Report

This section provides an opportunity for the City Attorney to report on any activities or upcoming legislation of importance to the City. No action is expected to be taken by the Council.

12. Future Agenda Items

This section provides an opportunity for Council members to request items to be added to the agenda in the future with a majority Council vote.

13. Information and Correspondence

14. Closed Session

- A. CONFERENCE WITH LABOR NEGOTIATOR

Pursuant to Government Code Section 54957.6

Agency Negotiator: Tom DuBois, City Manager

Employee Organizations: Sutter Creek POA

15. Report from Closed Session

16. Adjournment

The next regularly scheduled meeting is October 21,2024

City Manager's Report

10/07/2024

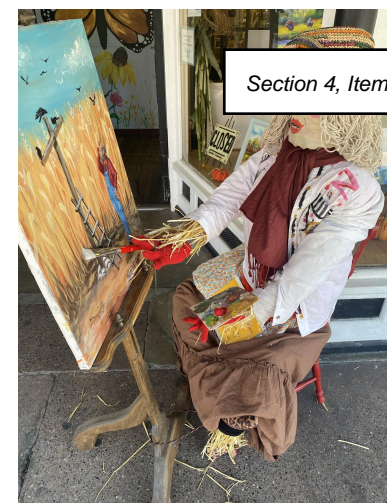


City Priority Updates

Goals	Updates
Improve Roadways	<ul style="list-style-type: none">● Closeout Oro Madre tonight● Potholes patched based on City Rover data● Tree clean up in several areas of City
Sustainable Budget	<ul style="list-style-type: none">● Tyler SW contract tonight● Impact fees - Working on Nexus Study and Capital Improvement Plan● PD Foundation formed to accept donations/fundraise
Wastewater Modernization	<ul style="list-style-type: none">● Flow meters installed to triage I/I issues● Water Board - data collection near complete● Preparing submission to iBank to funding capacity● lone to resume taking ARSA water in next week● Waiting on bids for freshwater diversion● Working with Rancheria on Sewer Extension completion

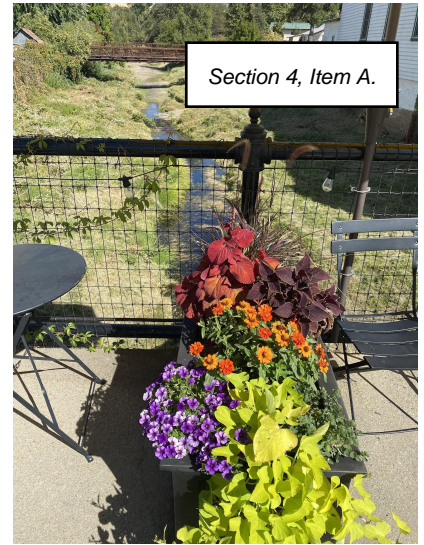
City Priority Updates

Goals	Updates
Economic Development	<ul style="list-style-type: none">● Evaluating “startup incubator” concept for Jobs First funding● Harvest theme for downtown● Hotel Sutter Outdoor dining work completed● Reaching out to property owners about empty storefronts



City Priority Updates

Goals	Updates
Day-to-Day / Other	<ul style="list-style-type: none">● Weeds cut down in Creek● Playground equipment washed● Harvest theme is up● Successful “Feast at the Foundry” fundraiser (city owned buildings)● Grammar School Discussion w School District● Renew Pool Lease● Eureka Mine cleanup



Community Events

- Oct 13 Sutter Creek Car Show
- Oct 14 Columbus Day
- Oct 19 Wine Walk
- Oct 26 Witches Walk
- Nov 11 Veterans Day
- Nov 28 Thanksgiving
- Nov 29 Plaid Friday
- Dec 6 Tree Lighting / Open House
- Dec 7 La Posadas
- Dec 14 Festival of Lights
- Dec 25 Christmas



Upcoming Agendas

- Investment Policy
- Police Annual Update
- Striping Plan
- First quarter Financial Review
- Capital Improvement Plan
- Zoning Code Cleanup

Announcements

- Tom will be at the annual CalCities Conference Wed, Oct 16 - Fri. Oct 18
- Karen Darrow departing the city
 - Big thank you to Karen for her service
 - Will transition to an in-person city clerk
- Congrats to Derek Cole
 - Taking time off for a honeymoon, out until Oct 25
 - We will be covered by his partners while he's out



City Council Meeting Minutes

Monday, September 16, 2024 at 6:00 PM

33 Church Street, Sutter Creek, CA 95685

The Agenda can be found on the City's Website: www.cityofsuttercreek.org

The City of Sutter Creek City Council Meeting was available via Zoom and in person.

1. Call to Order and Establish a Quorum for Regular Meeting

PRESENT

Mayor Claire Gunselman

Vice Mayor Julia Sierk

Council member Jim Swift

Council member Susan Feist

Council member Dan Riordan

Treasurer Vicky Runquist

2. Pledge of Allegiance to the Flag

Mayor Gunselman led the pledge

3. Presentations

A. Presentation Cal Jobs First – Andrew Gardener

The presentation can be viewed by following the link below:

[Sierra Jobs First \(cityofsuttercreek.org\)](http://cityofsuttercreek.org)

4. Public Forum - None

5. City Manager's Report

The City Manager's presentation can be viewed by following the link below:

[9436 \(cityofsuttercreek.org\)](http://cityofsuttercreek.org)

6. Approval of Minutes

A. City Council Minutes of August 19, 2024

Recommendation: By motion approve minutes as presented.

Motion made by Council member Riordan, Seconded by Council member Swift to approve the City Council Minutes of August 19, 2024, as amended.

Voting Yea: Vice Mayor Sierk, Council member Swift, Council member Riordan

Voting Abstaining: Mayor Gunselman, Council member Feist

B. City Council Minutes of August 26, 2024

Recommendation: By motion approve minutes as presented.

Motion made by Vice Mayor Sierk, Seconded by Council member Riordan to Adopt the City Council Minutes of August 26, 2024, as amended. Voting Yea: Mayor Gunselman, Vice Mayor Sierk, Council member Feist, Council member Riordan. Voting Abstaining: Council member Swift.

7. Consent Agenda

Motion made by Vice Mayor Sierk, Seconded by Council member Feist to Approve the Consent Agenda, as presented.

Voting Yea: Mayor Gunselman, Vice Mayor Sierk, Council member Swift, Council member Feist, Council member Riordan

A. Proclamation Commemorating Constitution Week September 17th- 23rd

B. Waive the second reading in full and enact Ordinance No. _____ Ordinance Amending Chapter 2.08 and Section 2.52.020 of the Sutter Creek Municipal Code Concerning the City Clerk and Appointment of Planning Commissioners

8. Ordinances and Public Hearing - None

9. Administrative Agenda

Item E was moved up to accommodate Council member Sierk's schedule.

A. Adopt Resolution 24-25-* Consenting to the assignment of a solid waste franchise from Aces Waste Services, Inc. to Delta Container Corporation and authorizing the City Manager to execute an amendment to the solid waste franchise agreement between the City and Aces.

City Attorney Cole presented.

The Council expressed their appreciation to the families and employees at ACES and thanked them for years of great service and noted that they were happy that the staff would be able to stay on.

Motion made by Council member Swift, Seconded by Council member Riordan to Adopt Resolution 24-25-09 Consenting to the assignment of a solid waste franchise from Aces Waste

Services, Inc. to Delta Container Corporation and authorizing the City Manager to execute an amendment to the solid waste franchise agreement between the City and Aces.

Voting Yea: Mayor Gunselman, Vice Mayor Sierk, Council member Swift, Council member Feist, Council member Riordan.

Police Chief O'Connell reported on a violent altercation that sent one of the officers to the hospital. He noted that the officer was treated and released and wanted to make sure that the Council was aware of some of what the officers must endure in their service to the city.

B. Informational report on wastewater planning activities for discussion and questions

Public Works Director Dan LaFontaine provided an update as outlining activities regarding the wastewater treatment plant and the new facility the city plans to build. Staff is assessing the current plant's capacity and future expectations as we develop the new plant. Discussions with the regional water board focus on the disposal of treated water, whether it will flow into the creek year-round or be used for spray fields, and evolving regulations. Stricter cleanliness standards for nitrates and phosphorus may challenge our secondary plant's capacity.

Staff is in talks with the water board to explore water disposal options, necessary testing, and future regulations to avoid surprises.

Additionally, he noted that they are engaging with design and construction firms, considering the bid-build versus design-build methods. The design-build approach may offer efficiency for a small city, but it also risks dependency on a single firm.

The plan is to issue a Request for Qualifications in the next month or two to secure a firm and clarify our path forward. Securing funding is essential for the efforts.

Council member Riordan asked if staff has developed a matrix to help navigate the decision-making process and if talking to regional partners about a joint solution has been considered.

Dan LaFontaine noted that it is not economically feasible to work with other agencies due to the distance.

City Manager Tom DuBois noted that Ione may still be a partnership option.

Mayor Gunselman asked if the design build saves money and questioned how the USDA loan would impact the borrowing situation.

City Manager DuBois did not think it would have an impact.

Council member Feist noted that the value of reclaimed water is important to keep in mind.

Council member Sierk asked if the new position would be involved in the grant applications.

- C. Review of current City Ordinance and discussion about potential enforcement starting in 2025

City Manager Tom DuBois gave an overview regarding weed abatement and enforcement options.

He suggested bringing the list of noncompliant property owners to the Council one time, like delinquent sewer bills and then following with the penalty.

Council member Swift asked for clarification about the reference to a misdemeanor. City Attorney Cole noted that any violation of a city ordinance is a misdemeanor.

City Manager DuBois noted that he is continuing to work with the Fire Department on enforcement processes.

- D. Adopt Resolution 24-25-* assigning lease of State owned pipeline and reservoirs to the City of Sutter Creek upon dissolution of the ARSA JPA

Council member Sierk left the meeting at 7:25 p.m.

Motion made by Council member Riordan, Seconded by Council member Swift to Adopt Resolution 24-25-11 assigning lease of State owned pipeline and reservoirs to the City of Sutter Creek upon dissolution of the ARSA JPA

Voting Yea: Mayor Gunselman, Council member Swift, Council member Feist, Council member Riordan

Voting Abstaining: Vice Mayor Sierk

- E. Adopt Resolution 24-25-* expressing support for Phase 1 improvements of Bike/Ped route to Amador City

City Manager Tom DuBois noted that ACTC's focus is on construction ready projects and that there is some money for planning projects. He explained that this resolution is not a commitment to anything just an expression of interest.

Council member Sierk noted that this is Phase 1 of the 3 Phase plan explaining that the Board of Supervisors has the final say on which projects to fund and that showing interest in Phase 1 is the first step.

Council member Riordan clarified that approval is voted on by the ACTC Commissioners.

Motion made by Vice Mayor Sierk, Seconded by Council member Feist to Adopt Resolution 24-25-10 expressing support for Phase 1 improvements of Bike/Ped route to Amador City.

Voting Yea: Mayor Gunselman, Vice Mayor Sierk, Council member Swift, Council member Feist, Council member Riordan.

10. Mayor and Council Member Reports

Mayor Gunselman noted that the concert in the park was a success and expects to do it again and reported that the Fireman’s Ball was a successful event and that almost all attendees were local. She complimented staff on completing the FEMA reimbursement.

Council member Riordan asked about the permit to work in the creek and Public Works Director Dan Lafontaine reported that they have not received it yet.

11. City Attorney’s Report - None

12. Future Agenda Items

Council member Feist requested that shade trees on main Street and at Miners' Bend be discussed.

13. Information and Correspondence

So Noted.

- A. Monthly Police Report
- B. Monthly Public Works Report
- C. Monthly Finance Report
- D. Monthly Expense Report
- E. Monthly Revenue Report
- F. Monthly Cash Flow Report
- G. Monthly AP Reports
- H. Monthly Treasurer's Report
- I. Monthly Administrative Services Report
- J. Monthly City Engineer Report
- K. Monthly Planning Report

The Council adjourned into Closed Session at 7:32 p.m.

14. Closed Session

- A. CONFERENCE WITH LEGAL COUNSEL—POTENTIAL LITIGATION
(Paragraph (1) of subdivision (d) of Gov. Code Section 54956.9)
1 potential case
- B. CONFERENCE WITH LABOR NEGOTIATOR
Pursuant to Government Code Section 54957.6

Agency Negotiator: Tom DuBois, City Manager

Employee Organizations: Sutter Creek POA

15. Report from Closed Session

No reportable action was taken. Direction was given to staff.

16. Adjournment

Claire Gunselman, Mayor

Karen Darrow, City Clerk

Date Approved:



Staff Report

To: The Honorable Mayor and Members of the City Council
Meeting Date: October 7, 2024
From: Matt Ospital, P.E., City Engineer
Subject: Oro Madre Way Asphalt Concrete Overlay Project

Type: Project Status Memo

RECOMMENDATION:

Adopt Resolution _____ accepting the work on the Oro Madre Way Asphalt Concrete Overlay Project and authorizing the City Manager to execute the Notice of Completion and cause it to be filed with the Amador County Recorder.

BACKGROUND:

The contractor, Dirt Dynasty, Inc., completed the work on Oro Madre Way Asphalt Concrete Overlay Project on August 14, 2024, in accordance with the Plans and Specifications approved by the City Council of the City of Sutter Creek. Final construction costs were \$378,695.33.

DISCUSSION:

All contract items of work for the Oro Madre Way Asphalt Concrete Overlay Project have been completed in substantial conformance with the plans, specifications, codes, and standards of the City. All work was determined substantially complete on August 14, 2024.

Final project costs are as follows:

Original Contract Amount	\$ 341,066.00
Total Contract Change Orders	\$ 37,629.33
Final Contract Amount	\$ 378,695.33

Enclosures:
 Resolution
 Notice of Completion

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUTTER CREEK
ACCEPTING THE COMPLETION OF PUBLIC IMPROVEMENTS FOR THE ORO
MADRE WAY ASPHALT CONCRETE OVERLAY PROJECT, AND FILING A
NOTICE OF COMPLETION AND AUTHORIZING RECORDATION THEREFORE**

WHEREAS, the contractor of work, Dirt Dynasty, Inc. completed all work according to the plans and specifications on August 14, 2024; and

WHEREAS, the improvements consisted of 0.2’ hot mix asphalt concrete overlay and miscellaneous drainage and sanitary sewer main improvements on Oro Madre Way, Sutter Creek; and

WHEREAS, the improvements have been completed to the satisfaction of the City Engineering Department.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Sutter Creek does hereby accept the completed public improvements and authorizes the City to file a Notice of Completion with the Amador County Recorder.

The foregoing resolution was duly passed and adopted by the City Council of the City of Sutter Creek at a regular meeting on the ____ day of _____ by the following vote:

- AYES:**
- NOES:**
- ABSTAIN:**
- ABSENT:**

CITY OF SUTTER CREEK

Claire Gunselman, Mayor

ATTEST:

Karen Darrow, City Clerk

CITY OF SUTTER CREEK
OFFICE OF THE CITY ENGINEER

When recorded, mail to:

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

**NOTICE OF COMPLETION
CITY OF SUTTER CREEK**

NOTICE IS HEREBY GIVEN of the completion of a Work of Improvement as follows:

Date of Completion: August 14, 2024.

Name and Address of the Owner: City of Sutter Creek, 18 Main Street, Sutter Creek, CA 95685.

Nature of the Interest or Estate of the Owner: Owner in fee simple.

Description of the Site: Oro Madre Way, Sutter Creek, CA.

Name and Address of the Contractor for the above Work of Improvement: Dirt Dynasty, Inc., P.O. Box 67, Farmington, CA 95230.

General Statement of Kind of Work Done or Materials Furnished: 0.2' hot mix asphalt concrete overlay and miscellaneous drainage and sanitary sewer main improvements on Oro Madre Way, Sutter Creek, CA.

CITY OF SUTTER CREEK – OWNER

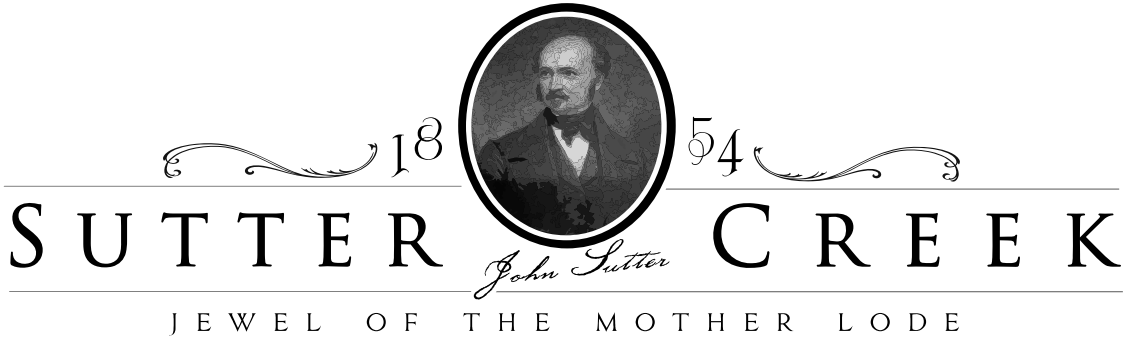
By _____
Tom DuBois, City Manager

TOM DUBOIS declares:

I am the City Manager of the City of Sutter Creek, the municipal corporation that executed the foregoing notice as owner of the aforesaid interest or estate in the property therein described; that I make this verification on behalf of said municipal corporation; that I have read this Notice of Completion and know the contents thereof, and that the facts stated therein are true.

I declare under penalty of perjury that the foregoing is true and correct. Dated at Sutter Creek, California this ____ day of _____.

TOM DUBOIS, CITY MANAGER



STAFF REPORT

TO: THE HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL
MEETING DATE: OCTOBER 7, 2025
FROM: DEREK COLE, CITY ATTORNEY
SUBJECT: APPROVAL OF PROFESSIONAL SERVICES AGREEMENTS WITH WEBER, GHIO AND ASSOCIATES, INC. FOR PROFESSIONAL ENGINEERING SERVICES—FEDERAL AND NON-FEDERAL

Background and Analysis

Weber, Ghio and Associates, Inc. (“WGA”) has provided engineering services related to the City’s public works programs. This item provides the City Council the opportunity to extend WGA’s services for the current and next fiscal year. Two contracts are provided: one for non-federally funded projects, and the other for federally funded projects.

Fiscal Impact

WGA will charge for its services at rates indicated in its proposed agreements. The amount of fees and expenses it will charge will depend on the nature and extent of services provided during both fiscal years.

Recommendation

The City Council should authorize the City Manager to execute the professional services agreements.

ATTACHMENTS:

1. Resolution Approving Professional Services Agreement for Federally Funded Services
2. Resolution Approving Professional Services Agreement for Non-Federally Funded Services

**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

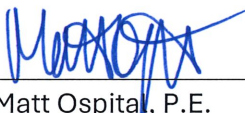
**SIGNATURE PAGE
TO THIRD AMENDMENT TO
CITY OF SUTTER CREEK
AGREEMENT FOR NON-FEDERALLY FUNDED
CITY ENGINEERING CONSULTING SERVICES**

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%.

CITY OF SUTTER CREEK AGREEMENT FOR FEDERALLY FUNDED ENGINEERING CONSULTING SERVICES

This Agreement is made and entered into as of **September 1, 2024** by and between the City of Sutter Creek, a California municipal corporation ("City") and Weber, Ghio and Associates, Inc., ("Consultant"). City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement

RECITALS

A. Consultant desires to perform and assume responsibility for the provisions of certain federally funded professional engineering services required by the City on the terms and conditions set forth in this Agreement. 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 City.

B. In accordance with Public Contract Code Section 10296, Consultant hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against Consultant within the immediately preceding two-year period, because of Consultant's failure to comply with an order of a federal court that orders Consultant to comply with an order of the National Labor Relations Board.

C. Consultant agrees that it is satisfied itself by its own investigation and research regarding the conditions affecting the work to be done and labor and materials needed, and that its decision to execute this Agreement is based on such independent investigation and research.

D. City must utilize a specific rate of compensation type contract for contracting for Consultant's services because it is not possible at the time of execution of this Agreement to estimate the extent or duration of the services needed by the City or to estimate costs with any reasonable degree of accuracy due to the unknown projects that City may engage in during the term of this Agreement.

E. City desires to engage Consultant to render such services, on a task order basis, for federally funded City engineering services for the administration and delivery of state and federally funded projects.

AGREEMENT

1. Scope of Services and Term

1.1 General Scope of Services – Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional engineering consulting services necessary for the City's projects ("Services"). The Services are more particularly described in Exhibit A attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules, and regulations.

1.2 Term – The term of this Agreement is three years and shall go into effect on September

1, 2024. The Agreement may be extended by written amendment, but in no case shall the term of this Agreement exceed five (5) years. 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. Schedule of Values

2.1 Schedule of Services – Consultant shall perform the Services expeditiously, within the term of this Agreement and with due and reasonable diligence consistent with sound professional practices and in accordance with the standard of care set forth in Section 5.5. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule, City shall respond to Consultant's submittals in a timely manner. Upon request of City, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

2.2 Extension of Time – Consultant may, for good cause, request extensions of time to perform the Services required hereunder. Such extensions shall be authorized in advance by the City in writing and shall be incorporated in written amendments to this Agreement.

2.3 Period of Performance – Consultant shall perform and complete all Services under this Agreement within the term set forth in Sections 1.2 and 2.1 above as it may be extended pursuant to Section 2.2 ("Performance Time"). Consultant shall also perform the Services in strict accordance with any completion schedule or project milestones described in the Exhibits attached hereto, or which may be separately agreed upon in writing by the City and Consultant ("Performance Milestones"). Consultant agrees that if the Services are not completed within the aforementioned Performance Time and/or pursuant to any such Performance Milestones developed pursuant to provisions of this Agreement, it is understood, acknowledged and agreed that the City will suffer damage.

3. Fees and Payments

3.1 Compensation

3.1.1 Federal Compensation Requirements

3.1.1.1 Consultant will be reimbursed for hours worked at the hourly rates specified in Consultant's Rate Schedule (Exhibit B). 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.

3.1.1.2 In addition, 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.

3.1.1.3 Specific projects will be assigned to Consultant through issuance of task orders.

3.1.1.4 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 Consultant for review. 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 Consultant.

3.1.1.5 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 Consultant's Federal Cost Proposal.

3.1.1.6 Reimbursement for transportation and subsistence costs shall not exceed the rates as specified in the approved Federal Cost Proposal.

3.1.1.7 When milestone cost estimates are included in the approved Federal Cost Proposal, Consultant shall obtain prior written approval for a revised milestone cost estimate from the City's contract administrator before exceeding such estimate.

3.1.1.8 Progress payments for each task order will be made monthly in arrears based on services provided and actual costs incurred.

3.1.1.9 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.

3.1.1.10 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.

3.1.1.11 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 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 3.4 - Equipment Purchase of this Agreement, must be reimbursed by Consultant 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.

3.1.1.12 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.

3.1.1.13 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.

3.1.1.14 If the 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.

3.1.1.15 Task orders may not be used to amend this Agreement and may not exceed the scope of work under this Agreement.

3.1.2 Not to Exceed Amount – The total amount payable by City for all Services resulting from this Agreement shall not exceed \$4,000,000, 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.

3.2 Payment of Compensation – Consultant shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by 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 Consultant. Retainage by the Consultant or subconsultants is prohibited, and no retainage will be held by the Consultant from progress due subconsultants. Any violation of this provision shall subject the violating Consultant or subconsultants 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 Consultant or subconsultant in the event of a dispute involving late payment or nonpayment by the Consultant or deficient subconsultant performance, or noncompliance by a subconsultant. This provision applies to both DBE and non-DBE consultants and subconsultants.

3.3 Extra Work – At any time during the term of this Agreement, City may request that 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. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from City's Representative.

3.4 Equipment Purchase – Prior authorization in writing by City's Representative shall be required before Consultant enters into any unbudgeted purchase order, or subcontract exceeding \$5,000 for supplies, equipment, or services in furtherance of Consultant's performance of Services under this Agreement for which Consultant intends to charge City. Consultant shall provide an evaluation of the necessity or desirability of incurring such costs.

For purchase of any item, service or consulting work not covered in Consultant's Cost Proposal and exceeding \$5,000, three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.

Any equipment purchased as a result of this Agreement is subject to the following: Consultant shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of \$5,000 or more. If the purchased equipment needs replacement and is sold or traded in, City shall receive a proper refund or credit at the conclusion of the Agreement, or if the Agreement is terminated, Consultant may either keep the equipment and credit City in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established City procedures; and credit City in an amount equal to the sales price. If Consultant elects to keep the equipment, fair market value shall be determined at Consultant's expense, on the basis of a competent independent

appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to City and Consultant. If Consultant desires to sell equipment purchased as a result of this Agreement, the terms and conditions of such sale must be approved in advance by City. 2 CFR, Part 200 requires a credit to federal funds when equipment with a fair market value greater than \$5,000 is credited to the project.

4. Changes

4.1 The Parties may, from time to time, request changes in the scope of the Services of Consultant to be performed hereunder. Such changes, including any increase or decrease in the amount of Consultant's compensation and/or changes in the schedule must be authorized in advance by City in writing amendments to the Agreement.

4.2 This Agreement may be amended or modified only by mutual written agreement of the Parties.

4.3 Consultant shall only commence work covered by an amendment after the amendment is executed by City and notification to proceed has been provided by City's Representative.

5. Responsibilities of Consultant

5.1 Independent Contractor; Control and Payment of Subordinates – The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Consultant on an independent contractor basis and not as an employee. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall not be employees of City and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

5.2 Conformance to Applicable Requirements – All work prepared by Consultant shall be subject to the approval of City.

5.3 Substitution of Key Personnel – Consultant has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute for other personnel of at least equal competence upon written approval of City. In the event that City and Consultant cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Services or a threat to the safety of persons or property, shall be promptly removed from performance of any Services under this Agreement by the Consultant at the request of the City. The key personnel for performance of this Agreement are as follows: Matt Ospital

5.3.1 City's Representative – The City hereby designates Tom DuBois, City Manager or his designee, to act as its Representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Agreement. Consultant shall not accept direction or orders from any person other than the City's Representative or his or her designee.

5.3.2 Consultant's Representative – Consultant hereby designates Matt Ospital, or his designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

5.4 Coordination of Services – Consultant agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

5.5 Standard of Care; Performance of Employees – Consultant shall perform all Services under this Agreement in a skillful, competent and customary manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the same region and performing similar services as defined by this Agreement. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-consultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Services, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed by the Consultant and shall not be re-employed to perform any of the Services.

5.6 Safety – Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Consultant shall comply with OSHA regulations applicable to Consultant regarding necessary safety equipment or procedures.

Consultant shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. Consultant shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.

Any subcontract entered into as a result of this Agreement, shall contain all provisions of this Section.

6. Insurance

6.1 Time for Compliance – Consultant shall not commence Services under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Consultant shall not allow any subconsultant to commence work on any subcontract until it has provided evidence satisfactory to the City that the subconsultant has secured all insurance required under this section. Failure to provide and maintain all required insurance shall be grounds for the City to terminate this Agreement for cause.

6.2 Types of Required Coverages – As a condition precedent to the effectiveness of this Agreement for work to be performed hereunder and without limiting the indemnity provisions of the Agreement, the Consultant in partial performance of its obligations under such Agreement, shall procure and maintain in full force and effect during the term of the Agreement, the following policies of insurance.

6.2.1 Commercial General Liability – Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 0001, with minimum limits of at least \$1,000,000 per occurrence. Defense costs shall be paid in addition to the limits.

The policy shall contain no endorsements or provisions limiting coverage for (1) products and completed operations; (2) contractual liability; (3) third party action over claims; or (4) cross liability exclusion for claims or suits by one insured against another.

6.2.2 Automobile Liability – Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 0001 covering "Any Auto" (Symbol 1) with minimum limits of \$1,000,000 for each accident.

6.2.3 Workers' Compensation – Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury and disease.

6.2.4 Professional Liability – Professional Liability insurance for errors and omissions with minimum limits of \$1,000,000. Covered Professional Services shall specifically include all work to be performed under the Agreement.

If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least three (3) years from termination or expiration of this Agreement.

6.3 Endorsements

6.3.1 The policy or policies of insurance required by Sections 6.2.1 Commercial General Liability and 6.2.2 Automobile Liability shall be endorsed to provide the following:

6.3.1.1 Additional Insured – The City, its officials, officers, employees, agents and volunteers shall be additional insureds. The Commercial General Liability policy shall give City, its officials, officers, employees, agents and volunteers additional insured status using ISO endorsement forms CG 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage.

6.3.1.2 Primary Insurance and Non-Contributing Insurance – This insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the City. its officials, officers, employees, agents and volunteers shall not contribute with this primary insurance.

6.3.1.3 Waiver of Subrogation – The insurance shall contain or be endorsed to contain a waiver of subrogation in favor of the City, its officials, officers, employees, agents, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City and shall require similar written express waivers and insurance clauses from each of its subconsultants.

6.3.1.4 Severability - In the event of one insured, whether named or additional, incurs liability to any other of the insureds, whether named or additional, the policy shall cover the insured against whom claim is or may be made in the same manner as if separate policies had been issued to each insured, except that the limits of insurance shall not be increased thereby.

6.3.1.5 Cancellation – The policy shall not be canceled, or the coverage suspended, voided, reduced or allowed to expire until a thirty (30) day prior written notice of cancellation has been served upon the City except ten (10) days prior written notice shall be allowed for non-payment of premium.

6.3.1.6 Duties – Any failure by the named insured to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the indemnified parties.

6.3.1.7 Applicability – That the coverage provided therein shall apply to the obligations assumed by the Consultant under the indemnity provisions of the Agreement, unless the policy or policies contain a blanket form of contractual liability coverage.

6.3.2 The policy or policies of insurance required by Section 6.2.3 Workers' Compensation shall be endorsed, as follows:

6.3.2.1 Waiver of Subrogation – The insurance shall contain or be endorsed to contain a waiver of subrogation in favor of the City, its officials, officers, employees, agents, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City and shall require similar written express waivers and insurance clauses from each of its subconsultants.

6.3.2.2 Cancellation – The policy shall not be canceled, or the coverage suspended, voided, reduced or allowed to expire until a thirty (30) day prior written notice of cancellation has been served upon the City except ten (10) days prior written notice shall be allowed for non-payment of premium.

6.3.3 The policy or policies of insurance required by Section 6.2.4 Professional Liability shall be endorsed, as follows:

6.3.3.1 Cancellation – The policy shall not be canceled, or the coverage suspended, voided, reduced or allowed to expire until a thirty (30) day prior written notice of cancellation has been served upon the City except ten (10) days prior written notice shall be allowed for non-payment of premium.

6.4 Deductible – Any deductible or self-insured retention must be approved in writing by the City and shall protect the indemnified parties in the same manner and to the same extent as they

would have been protected had the policy or policies not contained a deductible or self-insured retention.

6.5 Evidence of Insurance – The Consultant, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates and endorsements on forms approved by the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least ten (10) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

6.6 Failure to Maintain Coverage – Consultant agrees to suspend and cease all operations hereunder during such period of time if the required insurance coverage is not in effect and evidence of insurance has not been furnished to the City. The City shall have the right to withhold any payment due Consultant until Consultant has fully complied with the insurance provisions of this Agreement.

In the event that the Consultant's operations are suspended for failure to maintain required insurance coverage, the Consultant shall not be entitled to an extension of time for completion of the Work because of production lost during suspension.

6.7 Acceptability of Insurers – Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A-: VII and authorized to do business in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

6.8 Insurance for Subconsultants – All subconsultants shall be included as additional insureds under the Consultant's policies, or the Consultant shall be responsible for causing subconsultants to purchase the appropriate insurance in compliance with the terms of this Agreement, including adding the City as an Additional Insured to the subconsultant's policies.

7. Ownership of Materials and Confidentiality

7.1 Documents & Data; Licensing of Intellectual Property – This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded electronically, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). All Documents & Data shall be and remain the property of City and shall not be used in whole or in substantial part by Consultant on other projects without the City's express written permission. Within thirty (30) days following the completion, suspension, abandonment or termination of this Agreement, Consultant shall provide to City reproducible copies of all Documents & Data, in a form and amount required by City. City reserves the right to select the method of document reproduction and to establish where the reproduction will be accomplished. The reproduction expense shall be borne by City at the actual cost of duplication. In the event of a dispute regarding the amount of compensation to which the Consultant is entitled under the

termination provisions of this Agreement, Consultant shall provide all Documents & Data to City upon payment of the undisputed amount. Consultant shall have no right to retain or fail to provide to City any such documents pending resolution of the dispute. In addition, Consultant shall retain copies of all Documents & Data on file for a minimum of four (4) years following completion of the Agreement and shall make copies available to City upon the payment of actual reasonable duplication costs. Before destroying the Documents & Data following this retention period, Consultant shall make a reasonable effort to notify City and provide City with the opportunity to obtain the documents.

7.1.1 Subconsultants – Consultant shall require all subconsultants to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or its subconsultants, or those provided to Consultant by the City.

7.1.2 Right to Use – City shall not be limited in any way in its use or reuse of the Documents and Data or any part of them at any time for purposes of this Agreement or any project, provided that any such use not within the purposes intended by this Agreement without employing the services of Consultant shall be at City's sole risk. If City uses or reuses the Documents & Data on any project other than a project for which Services are rendered under this Agreement, it shall remove the Consultant's seal from the Documents & Data. Consultant shall be responsible and liable for its Documents & Data, pursuant to the terms of this Agreement, only with respect to the condition of the Documents & Data at the time they are provided to the City upon completion, suspension, abandonment or termination. Consultant shall not be responsible or liable for any revisions to the Documents & Data made by any party other than Consultant, a party for whom the Consultant is legally responsible or liable, or anyone approved by the Consultant, or for the use of Documents & Data on any other project by City.

7.1.3 Electronic Copies – Consultant shall provide electronic copies of the finished products in the original software format at the conclusion of the respective phases of work. Complex documents such as reports that utilize more than one type of software shall also be provided in a common format such as Adobe Acrobat (*.pdf). Files of construction drawings shall be provided in a current version of AutoCAD. The Consultant shall archive and maintain copies of all electronic copies of Documents and Data provided to the City. Any claim arising from the use, unintended use, reuse or modifications made of the electronic copies shall be settled by the copies maintained by the Consultant.

7.2 Confidentiality – All Documents & Data, either created by or provided to Consultant in connection with the performance of this Agreement, shall be held confidential by Consultant. All Documents & Data shall not, without the prior written consent of City or except pursuant to court order, be used or reproduced by Consultant for any purposes other than the performance of the Services. Consultant shall not disclose, cause or facilitate the disclosure of the Documents & Data to any person or entity not connected with the performance of the Services. Nothing furnished to Consultant that is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia or any publicity pertaining to the Services in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

7.3 Indemnification – Consultant shall defend, indemnify and hold the City, its officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, for any alleged infringement of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in consequence of the use under this Agreement by City of the Documents & Data, including any method, process, product, or concept specified or depicted.

8. Accounting Records

8.1 Accounting Records – Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final closeout report to FEMA or other Federal Agency and determined that it is no longer needed.

8.2 Retention of Records/Audit - For the purpose of determining compliance with Public Contract Code Section 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the Agreement pursuant to Government Code 8546.7; Consultant, subconsultants, and City shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of the Agreement, including but not limited to, the costs of administering the Agreement. All Parties shall make such materials available at their respective offices at all reasonable times during the Agreement period and for three years from the date of final payment under the Agreement. The state, State Auditor, City, Federal Highway Administration, or any duly authorized representative of the Federal Government shall have access to any books, records, and documents of Consultant and its certified public accountants (CPA) work papers that are pertinent to the Agreement and indirect cost rates (ICR) for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.

8.3 Audit Review Procedure

8.3.1 Any dispute concerning a question of fact arising under an interim or post audit of this Agreement that is not disposed of by agreement, shall be reviewed by City.

8.3.2 Not later than 30 days after issuance of the final audit report, Consultant may request a review by City of unresolved audit issues. The request for review will be submitted in writing.

8.3.3 Neither the pendency of a dispute nor its consideration by City will excuse Consultant from full and timely performance, in accordance with the terms of this Agreement.

8.3.4 Consultant and subconsultant contracts, including cost proposals and ICR, are subject to audits or reviews such as, but not limited to, a contract audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the Agreement, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR, Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is Consultant's responsibility to ensure federal, state, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The

Agreement, cost proposal, and ICR shall be adjusted by Consultant and approved by City to conform to the audit or review recommendations. Consultant agrees that individual terms of costs identified in the audit report shall be incorporated into the Agreement by this reference if directed by City at its sole discretion. Refusal by Consultant to incorporate audit or review recommendations, or to ensure that the federal, state or local governments have access to CPA work papers, will be considered a breach of Agreement terms and cause for termination of the Agreement and disallowance of prior reimbursed costs.

8.3.5 Consultant Cost Proposal is subject to a CPA ICR Audit Work Paper Review by Caltrans' Audit and Investigation (Caltrans). Caltrans, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal shall be adjusted by the Consultant and approved by the City's Representative to conform to the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report. Refusal by the Consultant to incorporate the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report will be considered a breach of the Agreement terms and cause for termination of the Agreement and disallowance of prior reimbursed costs.

8.3.5.1 During a Caltrans' review of the ICR audit work papers created by the Consultant's independent CPA, Caltrans will work with the CPA and/or Consultant toward a resolution of issues that arise during the review. Each Party agrees to use its best efforts to resolve any audit disputes in a timely manner. If Caltrans identifies significant issues during the review and is unable to issue a cognizant approval letter, City will reimburse the Consultant at a provisional ICR until a FAR compliant ICR {e.g. 48 CFR, part 31; GAGAS (Generally Accepted Auditing Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American Association of State Highways and Transportation Officials Audit Guide; and other applicable procedures and guidelines} is received and approved by A&I Provisional rates will be as follows:

- 8.3.5.1.1 If the proposed rate is less than 150% - the provisional rate reimbursed will be 90% of the proposed rate.
- 8.3.5.1.2 If the proposed rate is between 150% and 200% - the provisional rate will be 85% of the proposed rate.
- 8.3.5.1.3 If the proposed rate is greater than 200% - the provisional rate will be 75% of the proposed rate.

8.3.5.2 If Caltrans is unable to issue a cognizant letter per paragraph 8.3.5.1. above, Caltrans may require Consultant to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the management letter. Caltrans will then have up to six (6) months to review the Consultant's and/or the independent CPA's revisions.

8.3.5.3 If the Consultant fails to comply with the provisions of this Section, or if Caltrans is still unable to issue a cognizant approval letter after the revised independent CPA-audited ICR is submitted, overhead cost reimbursement will be limited to the provisional ICR that was established upon initial rejection of the ICR and set forth in paragraph E.1. above for all rendered services. In this event, this provisional ICR will become the actual and final ICR for reimbursement purposes under this Agreement.

8.3.5.4 Consultant may submit to City final invoice only when all of the following items have occurred: (1) Caltrans approves or rejects the original or revised independent CPA-audited ICR; (2) all work under this Agreement has been completed to the satisfaction of City;

and (3) Caltrans has issued its final ICR review letter. The Consultant MUST SUBMIT ITS FINAL INVOICE TO City no later than 60 days after the occurrence of the last of these items.

The provisional ICR will apply to this Agreement and all other contracts executed between City and the Consultant, either as a prime or subconsultant, with the same fiscal period ICR.

8.4 Inspection of Work – Consultant and any subconsultant shall permit City and the state, if federal participating funds are used in this Agreement; to review and inspect the project activities and files at all reasonable times during the performance period of this Agreement including review and inspection on a daily basis.

9. Subcontracting

9.1 Prior Approval Required – City recognizes Consultant, in performance of engineering services set forth herein, will subcontract portions of the work related to the fulfillment of this Agreement. When any such subconsultant work exceeds \$25,000 or 25% of a “specified project” Consultant shall obtain prior written approval of CITY. All approved subcontracts, if any, shall be accomplished by a written instrument. Such instrument shall contain an express assumption by the subcontractor of all conditions and terms and covenants contained in this Agreement. Appurtenant professional services may but are not limited to include:

- A. Transportation and Traffic Engineering
- B. Structural Engineering
- C. Surveying
- D. Geotechnical Investigation
- E. Environmental Investigation and Report Preparation and Mitigation Monitoring
- F. Hydraulic Analysis
- G. Electrical Engineering
- H. Right of Way Appraisal & Acquisition
- I. Soil and Materials Testing
- J. Specialty Construction Inspection (Welding, Coatings, etc.)
- K. Labor Compliance Verification

Consultant will utilize DBE and UDBE subconsultants to meet any required DBE goals of City.

9.2 Subcontracting – Nothing contained in this Agreement or otherwise, shall create any contractual relation between City and any subconsultant(s), and no subcontract shall relieve Consultant of its responsibilities and obligations hereunder. Consultant agrees to be as fully responsible to City for the acts and omissions of its subconsultant(s) and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by Consultant. Consultant's obligation to pay its subconsultant(s) is an independent obligation from City's obligation to make payments to the Consultant. Consultant shall perform the work contemplated with resources available within its own organization and no portion of the work pertinent to this Agreement shall be subcontracted without written authorization by City's Representative, except that, which is expressly identified in the approved Cost Proposal.

Consultant shall pay its subconsultants within ten (10) calendar days from receipt of each payment made to Consultant by City.

All subcontracts entered into as a result of this Agreement shall contain all the provisions stipulated

in this Agreement to be applicable to subconsultants.

Any substitution of subconsultant(s) must be approved in writing by City's Representative prior to the start of work by the subconsultant(s).

10. Termination of Agreement

10.1 Grounds for Termination – City may cancel this Agreement at any time and without cause upon written notification to Consultant. 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.

10.2 Effect of Termination – If this Agreement is terminated as provided herein, City may require Consultant to provide all finished or unfinished Documents and Data, and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) calendar days of the request.

10.3 Right to Procure Other Services – 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.

11. General Provisions

11.1 Delivery of Notices – All notices permitted or required under this Agreement shall be given to the respective Parties at the following address, or at such other address as the respective Parties may provide in writing for this purpose:

City:

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

Consultant:

Weber Ghio & Associates, Inc.
P.O. Box 251
San Andreas, CA 95249
Attn: Matt Ospital

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred,

regardless of the method of service.

11.2 Indemnification – To the fullest extent permitted by law, Consultant shall defend, indemnify and hold the City, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services or this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses. Notwithstanding the foregoing, to the extent Consultant's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant.

11.3 Laws and Regulations: Employee/Labor Certifications – Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If the Consultant performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold City, its officials, officers, employees, and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

11.3.1 Employment Eligibility; Consultant – By executing this Agreement, Consultant verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time. Such requirements and restrictions include, but are not limited to, examination and retention of documentation confirming the identity and immigration status of each employee of the Consultant. Consultant also verifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement and shall not violate any such law at any time during the term of the Agreement. Consultant shall avoid any violation of any such law during the term of this Agreement by participating in an electronic verification of work authorization program operated by the United States Department of Homeland Security, by participating in an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, or by some other legally acceptable method. Consultant shall maintain records of each such verification and shall make them available to the City or its representatives for inspection and copy at any time during normal business hours. The City shall not be responsible for any costs or expenses related to the Consultant's compliance with the requirements provided for in Section 11.3 or any of its sub-sections.

11.3.2 Employment Eligibility; Subcontractors, Consultants, Sub-subcontractors and Subconsultants – To the same extent and under the same conditions as Consultant, Consultant shall require all its subcontractors, consultants, sub-subcontractors and subconsultants performing any work relating to this Agreement to make the same verifications and comply with all

requirements and restrictions provided for in Section 11.3.1.

11.3.3 Employment Eligibility: Failure to Comply – Each person executing this Agreement on behalf of Consultant verifies that they are a duly authorized officer of Consultant, and understands that any of the following shall be grounds for the City to terminate the Agreement for cause: (1) failure of Consultant or its subcontractors, consultants, sub-subcontractors or subconsultants to meet any of the requirements provided for in Sections 11.3.1 or 11.3.2; (2) any misrepresentation or material omission concerning compliance with such requirements (including in those verifications provided to the Consultant under Section 11.3.2); or (3) failure to immediately remove any person found not to be in compliance with such requirements.

11.3.4 Air Quality – To the extent applicable, Consultant must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the California Air Resources Board ("CARB"). Consultant shall indemnify City against any fines or penalties imposed by CARB or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Consultant, its subconsultants, or others for whom Consultant is responsible under its indemnity obligations provided for in this Agreement.

11.4 Prohibited Interests

11.4.1 Consultant warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid, nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or subconsultants to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

11.4.2 Consultant shall disclose any financial, business, or other relationship with City that may have an impact upon the outcome of this Agreement, or any ensuing City construction project. Consultant shall also list current clients who may have a financial interest in the outcome of this Agreement, or any ensuing City construction project, which will follow.

11.4.3 Consultant hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this Agreement.

11.4.4 To the extent Consultant performed any services related to any federally funded project under separate agreement with City, and Consultant now intends to perform any construction management for such projects under the terms of this Agreement, Consultant agrees as follows:

11.4.4.1 Consultant hereby certifies that neither Consultant, its employees, nor any firm affiliated with Consultant providing services on this project prepared the Plans, Specifications, and Estimate for any construction project included within this Agreement. An

affiliated firm is one which is subject to the control of the same persons through joint- ownership, or otherwise.

11.4.4.2 Except for subconsultants whose services are limited to materials testing, no subconsultant who is providing service on this Agreement shall have provided services on the design of any project included within this Agreement.

11.4.5 Consultant further certifies that neither Consultant, nor any firm affiliated with Consultant, will bid on any construction subcontracts included within the construction contract. Additionally, Consultant certifies that no person working under this Agreement is also employed by the construction contractor for any project included within this Agreement.

11.5 Contingent Fee – Consultant warrants, by execution of this Agreement that no person or selling agency has been employed, or retained, to solicit or secure this Agreement upon an agreement or understanding, for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees, or bona fide established commercial or selling agencies maintained by Consultant for the purpose of securing business. For breach or violation of this warranty, City has the right to annul this Agreement without liability; pay only for the value of the work actually performed, or in its discretion to deduct from the contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

11.6 Prevailing Wages – Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall defend, indemnify and hold the City its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Section 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Sections 1777.1). If the Services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such Services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Agreement term and require the same of any subconsultants, as applicable. This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements.

11.7 Equal Opportunity Employment – Consultant represents that it is an equal opportunity employer, and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

11.8 Labor Certification – By its signature hereunder, Consultant certifies that it is aware

of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code and agrees to comply with such provisions before commencing the performance of the Services.

11.9 Attorneys' Fees – If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorneys' fees and all other costs of such action.

11.10 Assignment or Transfer – Consultant shall not assign, hypothecate or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

11.11 Successors and Assigns – This Agreement shall be binding on the successors and assigns of the Parties.

11.12 Amendment; Modification – No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

11.13 Waiver – No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.

11.14 Entire Agreement - This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both Parties.

11.15 Governing Law; Government Code Claim Compliance – This Agreement shall be governed by the laws of the State of California. The venue shall be in Amador County. In addition to any and all Agreement requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Consultant must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the City. Such Government Code claims, and any subsequent lawsuit based upon the Government Code claims, shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Consultant. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Consultant shall be barred from bringing and maintaining a valid lawsuit against the City.

11.16 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. The 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.

11.17 Time of Essence – Time is of the essence for each and every provision of this Agreement and Consultant agrees to provide Services with due and reasonable diligence consistent with sound professional practices to endeavor to meet the project schedule.

11.18 Construction; References; Captions – Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not workdays. All references to Consultant include all personnel, employees, agents, and subconsultants of Consultant, except as otherwise specified in this Agreement. All references to include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various sections and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.

11.19 No Third-Party Beneficiaries – There are no intended third-party beneficiaries of any right or obligation assumed by the Parties.

11.20 Authority to Enter Agreement – Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

11.21 Invalidity; Severability – If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

11.22 Counterparts – This Agreement may be signed in counterparts, each of which shall constitute an original.

11.23 City's Right to Employ Other Consultants – City reserves right to employ other consultants in connection with this Agreement.

11.24 Cooperation; Further Acts – The Parties shall fully cooperate with one another and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

11.25 Federal Provisions – When funding for the Services is provided, in whole or in part, by an agency of the federal government, Consultant shall also fully and adequately comply with the provisions included in Exhibit C (Federal Requirements) attached hereto and incorporated herein by reference ("Federal Requirements"). With respect to any conflict between such Federal Requirements and the terms of this Agreement and/or the provisions of state law, the more stringent requirement shall control.

11.26 Cost Principles and Administrative Requirements – Consultant agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the cost allowability of individual items for federal aid projects.

Consultant also agrees to comply with federal procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards.

Any costs for which payment has been made to Consultant that are determined by subsequent audit to be unallowable under 2 CFR, Part 200 and 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by Consultant to City.

11.27 Rebates, Kickbacks or Other Unlawful Consideration – Consultant warrants that this Agreement was not obtained or secured through rebates kickbacks or other unlawful consideration, either promised or paid to any City employee. For breach or violation of this warranty, City shall have the right in its discretion; to terminate the Agreement without liability; to pay only for the value of the work actually performed; or to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

11.28 Prohibition of Expending City, State, or Federal Funds for Lobbying

11.28.1 Consultant certifies to the best of his or her knowledge and belief that:

11.28.1.1 No state, federal or local agency appropriated funds have been paid, or will be paid by-or-on behalf of Consultant to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.

11.28.1.2 If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress; in connection with this federal contract, grant, loan, or cooperative agreement; Consultant shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

11.28.1.3 This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

11.28.1.4 Consultant also agrees by signing this document that he or she shall require that the language of this certification be included in all lower-tier subcontracts, which exceed \$100,000 and that all such sub recipients shall certify and disclose accordingly.

11.29 Statement of Compliance

11.29.1 Consultant's signature affixed herein, and dated, shall constitute a certification under penalty of perjury wider the laws of the State of California that Consultant has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.

11.29.2 During the performance of this Agreement, Consultant and its subconsultants shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Consultant and

subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Consultant and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

11.29.3 The Consultant shall comply with regulations relative to Title VI (nondiscrimination in federally assisted programs of the Department of Transportation- Title 49 Code of Federal Regulations, Part 21 - Effectuation of Title VI of the 1964 Civil Rights Act). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the state of California shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.

11.29.4 The Consultant, with regard to the work performed by it during the Agreement shall act in accordance with Title VI. Specifically, the Consultant shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of Subconsultants, including procurement of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. DOT's Regulations, including employment practices when the Agreement covers a program whose goal is employment.

11.30 Debarment and Suspension Certification – Consultant's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that Consultant has complied with Title 2 CFR, Part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (non-procurement)", which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to the City.

Exceptions will not necessarily result in denial of recommendation for award but will be considered in determining Consultant responsibility Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.

Exceptions to the Federal Government Excluded Parties List System maintained by the General Services Administration are to be determined by the Federal Highway Administration.

11.31 Funding Requirement – It is mutually understood between the Parties that this Agreement may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both Parties, in order to avoid program and fiscal delays that would

occur if the Agreement were executed after that determination was made.

This Agreement is valid and enforceable only if sufficient funds are made available to City for the purpose of this Agreement. In addition, this Agreement is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature, or City Council that may affect the provisions, terms, or funding of this Agreement in any manner.

It is mutually agreed that if sufficient funds are not appropriated, this Agreement may be amended to reflect any reduction in funds.

City has the option to void the Agreement under the 30-day termination clause pursuant to Section 10, or by mutual agreement to amend the Agreement to reflect any reduction of funds.

11.32 Disadvantaged Business Enterprises (DBE) Participation – This Agreement is subject to 49 CFR, Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs". Consultants who obtain DBE participation on this Agreement will assist Caltrans in meeting its federally mandated statewide overall DBE goal.

Participation by DBE consultant or subconsultants shall be in accordance with information contained in the Consultant Proposal DBE Commitment (Exhibit 10-OI), or in the Consultant Contract DBE Information (Exhibit 10- O2). If a DBE subconsultant is unable to perform, Consultant must make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met.

DBEs and other small businesses, as defined in 49 CFR, Part 26 are encouraged to participate in the performance of contracts financed in whole or in part with federal funds. Consultant or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. Consultant shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of US DOT-assisted agreements. Failure by Consultant to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as City deems appropriate.

Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this section.

A DBE firm may be terminated only with prior written approval from City and only for the reasons specified in 49 CFR 26.53(f). Prior to requesting City consent for the termination, Consultant must meet the procedural requirements specified in 49 CFR 26.53(f).

A DBE performs a Commercially Useful Function (CUF) when it is responsible for execution of the work of the Agreement and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible with respect to materials and supplies used on the Agreement, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a CUF, evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the Agreement is commensurate with the work it is actually performing, and other relevant factors.

A DBE does not perform a CUP if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.

If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its contract with its own work force, or the DBE subcontracts a greater portion of the work of the contract than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a CUF.

Consultant shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment, and the total dollar figure paid to all firms. DBE prime consultants shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.

Upon completion of the Agreement, a summary of these records shall be prepared and submitted on the form entitled, "Final Report-Utilization of Disadvantaged Business Enterprise (DBE), First-Tier Subconsultants" CEM-2402F [Exhibit 17-F, of the LAPM], certified correct by Consultant or Consultant's authorized representative and shall be furnished to the City's Representative with the final invoice. Failure to provide the summary of DBE payments with the final invoice will result in twenty-five percent (25%) of the dollar value of the invoice being withheld from payment until the form is submitted. The amount will be returned to Consultant when a satisfactory "Final Report-Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subconsultants" is submitted to the City's Representative.

If a DBE subconsultant is decertified during the life of the contract, the decertified subconsultant shall notify Consultant in writing with the date of decertification. If a subconsultant becomes a certified DBE during the life of the contract, the subconsultant shall notify Consultant in writing with the date of certification. Any changes should be reported to City's Representative within 30 days.

11.33 Disputes

11.33.1 Any dispute, other than audit, concerning a question of fact arising under this Agreement that is not disposed of by agreement shall be decided by a committee consisting of City's Representative and another City staff member to be designated by City when the dispute arises, who may consider written or verbal information submitted by Consultant.

11.33.2 Not later than 30 days after completion of all work under the Agreement, Consultant may request review by the City Council of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.

11.33.3 Neither the pendency of a dispute, nor its consideration by the committee will excuse Consultant from full and timely performance in accordance with the terms of this Agreement.

11.34 Construction Contractor Claims – If claims are filed by City's construction contractor relating to work performed by Consultant's personnel, and additional information or assistance from Consultant's personnel is required in order to evaluate or defend against such claims; Consultant agrees to make its personnel available for consultation with City's construction contract administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.

Consultant's personnel that City considers essential to assist in defending against construction contractor claims, will be made available on reasonable notice from City. Consultation or testimony will be reimbursed at the same rates, including travel costs that are being paid for Consultant's

personnel services under this Agreement.

Services of Consultant's personnel in connection with City's construction contractor claims will be performed pursuant to a written amendment, if necessary, extending the termination date of this Agreement in order to resolve the construction claims.

[SIGNATURES ON NEXT PAGE]


**SIGNATURE PAGE
TO
CITY OF SUTTER CREEK
AGREEMENT FOR CITY FEDERALLY FUNDED
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 Ospital, P.E.
President

Attest:

By: _____
Karen Darrow
City Clerk

EXHIBIT A

SCOPE OF SERVICES

Engineer agrees to provide all professional services set forth below as directed by City Manager pursuant to issuance of a written task order:

1. Administer Federally Funded Public Works Projects
2. 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 State and Federally Funded Public Works Projects;
6. Provide Contract Administration and Construction Inspection of Designated State and Federally Funded Public Works Projects;
7. Represent City in attendance at meetings.



EXHIBIT B
RATE SCHEDULE

Effective January 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%**.

All invoicing shall be in accordance with 48-CFR and 49-CFR, Part 18.20; FAR Compliant Indirect Cost Rates and Direct Cost

RESOLUTION _____

**A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF SUTTER CREEK AUTHORIZING THE CITY MANAGER TO
EXECUTE THE AGREEMENT FOR FEDERALLY FUNDED ENGINEERING
CONSULTING SERVICES WITH WEBER, GHIO AND ASSOCIATES, INC.**

WHEREAS, California Government Code section 37103 authorizes cities to contract with any specially trained and experienced person, firm, or corporation to provide professional services; and

WHEREAS, the City Council of the City of Sutter Creek finds that Weber, Ghio and Associates, Inc. is qualified to provide professional services related to federal funded public works projects; and

WHEREAS, the City Council finds that executing an agreement for professional services is not a project under the California Environmental Quality Act (“CEQA”) or is exempt under the “Common Sense Exemption” (14 Cal. Code Regs., § 15061(b)(3)).

NOW, THEREFORE, IT IS HEREBY RESOLVED that the City Council of the Sutter Creek authorizes the City Manager to execute the Federally Funded Engineering Consulting Services Agreement with Weber, Ghio and Associates, Inc., attached as Exhibit A.

The foregoing resolution was duly passed and adopted at a regular meeting of the City Council of the City of Sutter Creek on the 7th day of October 2024, by the following vote:

- AYES:
- NOES:
- ABSTAIN:
- ABSENT:

ATTEST:

Claire Gunselman, Mayor

Karen Darrow, City Clerk

EXHIBIT A
Professional Services Agreement

RESOLUTION _____

**A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF SUTTER CREEK AUTHORIZING THE CITY MANAGER TO
EXECUTE THE AGREEMENT FOR NON-FEDERALLY FUNDED ENGINEERING
CONSULTING SERVICES WITH WEBER, GHIO AND ASSOCIATES, INC.**

WHEREAS, California Government Code section 37103 authorizes cities to contract with any specially trained and experienced person, firm, or corporation to provide professional services; and

WHEREAS, the City Council of the City of Sutter Creek finds that Weber, Ghio and Associates, Inc. is qualified to provide professional services related to non-federal funded public works projects; and

WHEREAS, the City Council finds that executing an agreement for professional services is not a project under the California Environmental Quality Act (“CEQA”) or is exempt under the “Common Sense Exemption” (14 Cal. Code Regs., § 15061(b)(3)).

NOW, THEREFORE, IT IS HEREBY RESOLVED that the City Council of the Sutter Creek authorizes the City Manager to execute the Non-Federally Funded Engineering Consulting Services Agreement with Weber, Ghio and Associates, Inc., attached as Exhibit A.

The foregoing resolution was duly passed and adopted at a regular meeting of the City Council of the City of Sutter Creek on the 7th day of October 2024, by the following vote:

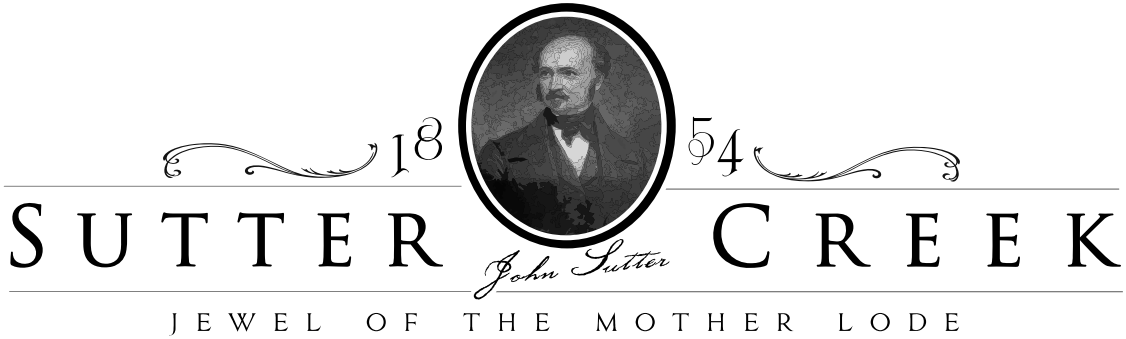
- AYES:
- NOES:
- ABSTAIN:
- ABSENT:

ATTEST:

Claire Gunselman, Mayor

Karen Darrow, City Clerk

EXHIBIT A
Professional Services Agreement



STAFF REPORT

TO: THE HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL
MEETING DATE: OCTOBER 7, 2024
FROM: MASON PETERS, FINANCE SUPERVISOR
SUBJECT: ADOPTION OF ENTERPRISE RESOURCE PLANNING (ERP) SOFTWARE FROM TYLER TECHNOLOGIES

Recommendation

Approve staff to move forward with a 3-year agreement with Tyler Technologies and begin the transition from current financial software (MOMs), Paychex payroll services, and some Bank of Marin services to Tyler ERP software.

Background and Analysis

Sutter Creek clerical staff have been using Corbin Willits’ MOMsoftware (MOMs) for over 2 decades, and over the years the software has had few updates that improve usefulness and efficiencies. The reports and data that we can extract out of the system are not immediately useful for council or the public to interpret and get actionable information without staff manually formatting and editing them. We track many things in separate spreadsheets to fill in gaps in MOMs functionality. Our online sewer autopay and ebill services are through MOMs as well, and the website is clunky and not user friendly.

We use a separate 3rd party service for payroll, named Paychex. We have been using their services for a few years now and they have been reliable; however, their fees have noticeably grown over the last few years as well. We use another 3rd party service through Bank of Marin to process credit card payments, and we pay a small fee for each transaction that occurs. These fees have also been growing each year and communication with the company is difficult.

We are trying to steer some clerical tasks towards a more automated process instead of so much manual work – some of these processes include sewer billing, accounts payable, accounts receivable, and cashiering. We also manually scan and save a lot of documents to create a digital copy so we do not have to retain a physical copy – this can be a lengthy process. Many journal entries are done by hand as well, and the creation of the sheets are done in Excel and then manually entered into MOMs. We are heavily paper based, and many processes require a lot of

printing, copying, and filing.

In an effort to increase efficiencies for clerical staff as well as more easily bring immediately useful information to council and the public, we have been searching for a new Enterprise Resource Planning (ERP) software to replace the previously mentioned applications. Tonight, we propose a transition to Tyler Technologies' ERP software, an integrated platform which will enable staff to have one source of information shared among several functions.

We are proposing to initially license the core financial system, payroll and HR, utility billing, and project management features. Our Accounts Payable process can be streamlined to a level that MOMs does not have the capacity for in this new software. Digital approval of timesheets and invoices will increase productivity by enabling us to work in a paperless environment, with online workflow and approvals. More payments can be done electronically, without the use of paper checks, which are highly susceptible to fraud. Currently, staff spends 2-3 days each month preparing and sending sewer bills. We expect this to be reduced to less than a single day.

The Tyler system is hosted in the cloud at Amazon Web Services (AWS) and includes a slew of security and backup features that will help protect Sutter Creek from fraud and cyber-attacks. It also includes a digital content management system. Vendors can email us invoices and they will be automatically scanned, digitized, and interpreted, saving staff data entry time. The reporting is flexible and comes with many preconfigured reports which will help staff internally as well as in being more transparent to the public. The list of improvements that Tyler offers compared to MOMs is substantial and will improve work efficiencies and productivity across multiple departments.

Tyler Technologies has been in business for many years and focuses solely on the government sector. It is the largest software provider that focuses only on this market. Tyler has over 16,000 government agencies as customers at the local, state, and federal level. Many cities in our area are using it and our consultant, Andy Heath, has experience in helping cities move from MOMs to Tyler.

With your approval tonight, we will sign the license and get scheduled to begin the implementation. Moving to a new system like this is a big deal, and staff want to get it right. The agreement includes professional services to evaluate our chart of accounts and current processes, and implement improvements based on what similar cities are doing. We are not simply porting from one system to another but looking to eliminate archaic processes and implement best of class. Implementation would begin in January. Tyler quotes a 7–12 month timeframe to fully launch – we hope to be on the short end of that timeframe but the focus will be on getting it right, not fast. We will continue to operate the city using the old system in parallel until the new system is ready to launch.

The process of implementing a new ERP software will involve substantial collaboration time between city staff and Tyler implementation team staff throughout the whole process. For most phases of the implementation, Tyler staff will ask city staff questions about what and how a process works in the city, give ideas to improve/speed up the process, and after deciding if we

want to adjust the process or leave it the same, they will collect data from city staff and build out the process in the new ERP software. After it is built, they will have city staff review what they have built, implement any adjustments or changes that we request, and wait for final approval from city staff before finalizing. According to the Tyler implementation team staff, the typical work allocation for an implementation is 30% city staff, 70% Tyler staff. Of the 30% of work that city staff will be responsible for, it is primarily sending data and information to Tyler as well as reviewing the processes that have been built by Tyler staff with the data they received from city staff. To ensure a smooth transition, we intend to retain Andy Heath to help map our current processes to Tyler since he has extensive experience with both systems.

Fiscal Impact

We are currently paying \$23,000 for MOMs, \$14,500 for Paychex and \$3,500 for related banking services per year, for a total for \$41,000 per year.

Tyler software initially quoted us \$33,000 per year plus one time implementation professional service fees of \$90,000, paid over time as costs are incurred. This is a total of \$189,000 over 3 years. We have negotiated a discount and to spread those costs equally across the three-year term, to pay \$50,000 per year for a total of \$150,000, which comes in \$5,000 under this year's budget.

On an annual basis, it will cost us \$9,000 more this year than what we currently pay (\$50,000 vs our current \$41,000). These additional funds cover the implementation costs to re-engineer city processes and the professional services to configure the software. After the initial three-year term, we will see a savings of \$8,000 per year (based on this year's rates). The new system will have many new functionalities and capabilities that we currently do not have.

To summarize, once implemented the city will see a savings each year in terms of hard dollar costs. However, we expect the benefits in terms of efficiency, functionality and transparency to be worth significantly more, enabling existing staff to be able to take on more activities and provide higher value to the city than is possible today.

ATTACHMENTS:

- A. Council Resolution**
- B. Original Tyler Proposal (Updated one coming)**
- C. Tyler Corporate Background**

RESOLUTION _____

**A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF SUTTER CREEK AUTHORIZING THE CITY MANAGER TO
EXECUTE THE SOFTWARE AS A SERVICE AGREEMENT WITH TYLER
TECHNOLOGIES**

WHEREAS, Tyler Technology Services (“Tyler”) provides a unique platform that allows public agencies to integrate multiple computerized systems; and

WHEREAS, the City Council finds that Sutter Creek Municipal Code section 4.29.260(A) authorizes the City to enter into a sole-source agreement with Tyler because of the uniqueness of the product and services it provides and the unavailability of any such services from other vendors; and

WHEREAS, the City Council finds that executing an agreement for such services is not a project under the California Environmental Quality Act (“CEQA”) or is exempt under the “Common Sense Exemption” (14 Cal. Code Regs., § 15061(b)(3)).

NOW, THEREFORE, IT IS HEREBY RESOLVED that the City Council of the Sutter Creek authorizes the City Manager to execute an agreement with Tyler Technology Services, attached as Exhibit A.

The foregoing resolution was duly passed and adopted at a regular meeting of the City Council of the City of Sutter Creek on the 7th day of October 2024, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

Claire Gunselman, Mayor

Karen Darrow, City Clerk

EXHIBIT A
Software Services Agreement



SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client selected Tyler to provide certain products and services set forth in the Investment Summary, including providing Client with access to Tyler's proprietary software products, and Tyler desires to provide such products and services under the terms of this Agreement;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

SECTION A – DEFINITIONS

- **“Agreement”** means this Software as a Service Agreement.
- **“Business Travel Policy”** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **“Client”** means the City of Sutter Creek, California
- **“Data”** means your data necessary to utilize the Tyler Software.
- **“Data Storage Capacity”** means the contracted amount of storage capacity for your Data identified in the Investment Summary.
- **“Defect”** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **“Defined Users”** means the number of users that are authorized to use the SaaS Services. The Defined Users for the Agreement are as identified in the Investment Summary. If Exhibit A contains Enterprise Permitting & Licensing labeled software, defined users mean the maximum number of named users that are authorized to use the Enterprise Permitting & Licensing labeled modules as indicated in the Investment Summary.
- **“Developer”** means a third party who owns the intellectual property rights to Third Party Software.
- **“Documentation”** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **“Effective Date”** means the date by which both your and our authorized representatives have signed the Agreement.
- **“Force Majeure”** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **“Investment Summary”** means the agreed upon cost proposal for the products and services attached as Exhibit A.

- **“Invoicing and Payment Policy”** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as [Exhibit B](#).
- **“Order Form”** means an ordering document that includes a quote or investment summary and specifying the items to be provided by Tyler to Client, including any addenda and supplements thereto.
- **“SaaS Fees”** means the fees for the SaaS Services identified in the Investment Summary.
- **“SaaS Services”** means software as a service consisting of system administration, system management, and system monitoring activities that Tyler performs for the Tyler Software, and includes the right to access and use the Tyler Software, receive maintenance and support on the Tyler Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting or other professional services.
- **“SLA”** means the service level agreement. A copy of our current SLA is attached hereto as [Exhibit C](#).
- **“Statement of Work”** means the industry standard implementation plan describing how our professional services will be provided to implement the Tyler Software, and outlining your and our roles and responsibilities in connection with that implementation. The Statement of Work is attached as [Exhibit E](#).
- **“Support Call Process”** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as [Schedule 1](#) to [Exhibit C](#).
- **“Third Party Hardware”** means the third party hardware, if any, identified in the Investment Summary.
- **“Third Party Products”** means the Third Party Software and Third Party Hardware.
- **“Third Party SaaS Services”** means software as a service provided by a third party, if any, identified in the Investment Summary.
- **“Third Party Services”** means the third party services, if any, identified in the Investment Summary.
- **“Third Party Software”** means the third party software, if any, identified in the Investment Summary.
- **“Third Party Terms”** means, if any, the end user license agreement(s) or similar terms for the Third Party Products or other parties’ products or services, as applicable, and attached or indicated at [Exhibit D](#).
- **“Tyler”** means Tyler Technologies, Inc., a Delaware corporation.
- **“Tyler Software”** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- **“we”, “us”, “our”** and similar terms mean Tyler.
- **“you”** and similar terms mean Client.

SECTION B – SAAS SERVICES

1. **Rights Granted.** We grant to you the non-exclusive, non-assignable limited right to use the SaaS Services solely for your internal business purposes for the number of Defined Users only. The Tyler Software will be made available to you according to the terms of the SLA. You acknowledge that we have no delivery obligations and we will not ship copies of the Tyler Software as part of the SaaS Services. You may use the SaaS Services to access updates and enhancements to the Tyler Software,

as further described in Section C(9). The foregoing notwithstanding, to the extent we have sold you perpetual licenses for Tyler Software, if and listed in the Investment Summary, for which you are receiving SaaS Services, your rights to use such Tyler Software are perpetual, subject to the terms and conditions of this Agreement including, without limitation, Section B(4). We will make any such software available to you for download.

2. SaaS Fees. You agree to pay us the SaaS Fees. Those amounts are payable in accordance with our Invoicing and Payment Policy. The SaaS Fees are based on the number of Defined Users and amount of Data Storage Capacity. You may add additional users or additional data storage capacity on the terms set forth in Section H(1). In the event you regularly and/or meaningfully exceed the Defined Users or Data Storage Capacity, we reserve the right to charge you additional fees commensurate with the overage(s).
3. Ownership.
 - 3.1 We retain all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by us under this Agreement. You do not acquire under this Agreement any license to use the Tyler Software in excess of the scope and/or duration of the SaaS Services.
 - 3.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.
 - 3.3 You retain all ownership and intellectual property rights to the Data. You expressly recognize that except to the extent necessary to carry out our obligations contained in this Agreement, we do not create or endorse any Data used in connection with the SaaS Services.
4. Restrictions. You may not: (a) make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations; (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services; (c) access or use the SaaS Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this Agreement.
5. Software Warranty. We warrant that the Tyler Software will perform without Defects during the term of this Agreement. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with the maintenance and support process set forth in Section C(9), below, the SLA and our then current Support Call Process.
6. SaaS Services.
 - 6.1 Our SaaS Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 21. We have attained, and will maintain, SOC 1 and SOC 2 compliance, or its equivalent, for so long as you are timely paying for SaaS Services. The scope of audit coverage varies for some Tyler Software solutions. Upon execution of a mutually agreeable Non-Disclosure Agreement ("NDA"), we will provide you with a

summary of our compliance report(s) or its equivalent. Every year thereafter, for so long as the NDA is in effect and in which you make a written request, we will provide that same information. If our SaaS Services are provided using a 3rd party data center, we will provide available compliance reports for that data center.

- 6.2 You will be hosted on shared hardware in a Tyler data center or in a third-party data center. In either event, databases containing your Data will be dedicated to you and inaccessible to our other customers.
- 6.3 Our Tyler data centers have fully-redundant telecommunications access, electrical power, and the required hardware to provide access to the Tyler Software in the event of a disaster or component failure. In the event of a data center failure, we reserve the right to employ our disaster recovery plan for resumption of the SaaS Services. In that event, we commit to a Recovery Point Objective (“RPO”) of 24 hours and a Recovery Time Objective (“RTO”) of 24 hours. RPO represents the maximum duration of time between the most recent recoverable copy of your hosted Data and subsequent data center failure. RTO represents the maximum duration of time following data center failure within which your access to the Tyler Software must be restored.
- 6.4 We conduct annual penetration testing of either the production network and/or web application to be performed. We will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. We will provide you with a written or electronic record of the actions taken by us in the event that any unauthorized access to your database(s) is detected as a result of our security protocols. We will undertake an additional security audit, on terms and timing to be mutually agreed to by the parties, at your written request. You may not attempt to bypass or subvert security restrictions in the SaaS Services or environments related to the Tyler Software. Unauthorized attempts to access files, passwords or other confidential information, and unauthorized vulnerability and penetration test scanning of our network and systems (hosted or otherwise) is prohibited without the prior written approval of our IT Security Officer.
- 6.5 We test our disaster recovery plan on an annual basis. Our standard test is not client-specific. Should you request a client-specific disaster recovery test, we will work with you to schedule and execute such a test on a mutually agreeable schedule. At your written request, we will provide test results to you within a commercially reasonable timeframe after receipt of the request.
- 6.6 We will be responsible for importing back-up and verifying that you can log-in. You will be responsible for running reports and testing critical processes to verify the returned Data.
- 6.7 We provide secure Data transmission paths between each of your workstations and our servers.
- 6.8 Tyler data centers are accessible only by authorized personnel with a unique key entry. All other visitors to Tyler data centers must be signed in and accompanied by authorized personnel. Entry attempts to the data center are regularly audited by internal staff and external auditors to ensure no unauthorized access.

6.9 Where applicable with respect to our applications that take or process card payment data, we are responsible for the security of cardholder data that we possess, including functions relating to storing, processing, and transmitting of the cardholder data and affirm that, as of the Effective Date, we comply with applicable requirements to be considered PCI DSS compliant and have performed the necessary steps to validate compliance with the PCI DSS. We agree to supply the current status of our PCI DSS compliance program in the form of an official Attestation of Compliance, which can be found at <https://www.tylertech.com/about-us/compliance>, and in the event of any change in our status, will comply with applicable notice requirements.

SECTION C – PROFESSIONAL SERVICES

1. Professional Services. We will provide you the various implementation-related services itemized in the Investment Summary and described in the Statement of Work.
2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. You acknowledge that the fees stated in the Investment Summary are good-faith estimates of the amount of time and materials required for your implementation. We will bill you the actual fees incurred based on the in-scope services provided to you. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable hourly rate by the quoted hours.
3. Additional Services. The Investment Summary contains, and the Statement of Work describes, the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.
4. Cancellation. If you cancel services less than four (4) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) daily fees associated with cancelled professional services if we are unable to reassign our personnel and (b) any non-refundable travel expenses already incurred by us on your behalf. We will make all reasonable efforts to reassign personnel in the event you cancel within four (4) weeks of scheduled commitments.
5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.
6. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us.
7. Background Checks. For at least the past twelve (12) years, all of our employees have undergone criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies.

8. Client Assistance. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).
9. Maintenance and Support. For so long as you timely pay applicable fees according to the Invoicing and Payment Policy, then in addition to the terms set forth in the SLA and the Support Call Process, we will:
- 9.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (subject to any applicable release life cycle policy);
 - 9.2 provide support during our established support hours;
 - 9.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;
 - 9.4 make available to you all releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and
 - 9.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with any applicable release life cycle policy.

We will use all reasonable efforts to perform support services remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain your VPN for backup connectivity purposes.

For the avoidance of doubt, SaaS Fees do not include the following services: (a) onsite support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (b) application design; (c) other consulting services; or (d) support outside our normal business hours as listed in our then-current Support Call Process. Requested services such as those outlined in this section will be billed to

you on a time and materials basis at our then current rates. You must request those services with at least one (1) week's advance notice.

SECTION D – THIRD PARTY PRODUCTS

1. Third Party Hardware. We will sell, deliver, and install onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
2. Third Party Software. As part of the SaaS Services, you will receive access to the Third Party Software and related documentation for internal business purposes only. Your rights to the Third Party Software will be governed by the Third Party Terms.
3. Third Party Products Warranties.
 - 3.1 We are authorized by each Developer to grant access to the Third Party Software.
 - 3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.
 - 3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.
4. Third Party Services. If you have purchased Third Party Services, those services will be provided independent of Tyler by such third-party at the rates set forth in the Investment Summary and in accordance with our Invoicing and Payment Policy.

SECTION E - INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you the SaaS Fees and fees for other professional services in the Investment Summary per our Invoicing and Payment Policy, subject to Section E(2).
2. Invoice Disputes. If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all SaaS Services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.

SECTION F – TERM AND TERMINATION

1. Term. The initial term of this Agreement is equal to the number of years indicated for SaaS Services in Exhibit A, commencing on the first day of the first month following the Effective Date, unless earlier terminated as set forth below. If no duration is indicated in Exhibit A, the initial term is one (1) year. Upon expiration of the initial term, this Agreement will renew automatically for additional one (1) year renewal terms at our then-current SaaS Fees unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term. Your right to access or use the Tyler Software and the SaaS Services will terminate at the end of this Agreement.
2. Termination. This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section E(2).
 - 2.1 Failure to Pay SaaS Fees. You acknowledge that continued access to the SaaS Services is contingent upon your timely payment of SaaS Fees. If you fail to timely pay the SaaS Fees, we may discontinue the SaaS Services and deny your access to the Tyler Software. We may also terminate this Agreement if you don't cure such failure to pay within forty-five (45) days of receiving written notice of our intent to terminate.
 - 2.2 For Cause. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section H(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section H(3).
 - 2.3 Force Majeure. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of forty-five (45) days or more.
 - 2.4 Lack of Appropriations. If you should not appropriate or otherwise make available funds sufficient to utilize the SaaS Services, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid, but unused SaaS Fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.

SECTION G – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.
 - 1.1 We will defend you against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

- 1.2 Our obligations under this Section G(1) will not apply to the extent the claim or adverse final judgment is based on your use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties, or your willful infringement.
- 1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.
- 1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.
2. General Indemnification.
- 2.1 We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (b) our violation of PCI-DSS requirements or a law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
- 2.2 To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by your negligence or willful misconduct; or (b) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.
3. **DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CLIENT UNDERSTANDS AND AGREES THAT TYLER DISCLAIMS ANY LIABILITY FOR ERRORS THAT RELATE TO USER ERROR.**
4. **LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING TO THE CONTRARY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE**

LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) DURING THE INITIAL TERM, AS SET FORTH IN SECTION F(1), TOTAL FEES PAID AS OF THE TIME OF THE CLAIM; OR (B) DURING ANY RENEWAL TERM, THE THEN-CURRENT ANNUAL SAAS FEES PAYABLE IN THAT RENEWAL TERM. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS G(1) AND G(2).

5. **EXCLUSION OF CERTAIN DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
6. Insurance. During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least \$1,000,000; (b) Automobile Liability of at least \$1,000,000; (c) Professional Liability of at least \$1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least \$5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

SECTION H – GENERAL TERMS AND CONDITIONS

1. Additional Products and Services. You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and services at our then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.
2. Optional Items. Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.
3. Dispute Resolution. You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, then the parties shall participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.

4. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.
5. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.
6. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.
7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.
8. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.
9. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.
10. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.
11. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.

12. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.
13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.
14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.
15. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.
16. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.
17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:
- (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
 - (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
 - (c) a party receives from a third party who has a right to disclose it to the receiving party; or
 - (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.

- 18. Quarantining of Client Data. Some services provided by Tyler require us to be in possession of your Data. In the event we detect malware or other conditions associated with your Data that are reasonably suspected of putting Tyler resources or other Tyler clients’ data at risk, we reserve the absolute right to move your Data from its location within a multi-tenancy Tyler hosted environment to an isolated “quarantined” environment without advance notice. Your Data will remain in such quarantine for a period of at least six (6) months during which time we will review the Data, and all traffic associated with the Data, for signs of malware or other similar issues. If no issues are detected through such reviews during the six (6) month period of quarantine, we will coordinate with you the restoration of your Data to a non-quarantined environment. In the event your Data must remain in quarantine beyond this six (6) month period through no fault of Tyler’s, we reserve the right to require payment of additional fees for the extended duration of quarantine. We will provide an estimate of what those costs will be upon your request.

- 19. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.

- 20. Governing Law. This Agreement will be governed by and construed in accordance with the laws of your state of domicile, without regard to its rules on conflicts of law.

- 21. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.

- 22. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.

- 23. Data & Insights Solution Terms. Your use of certain Tyler solutions includes Tyler’s Data & Insights data platform. Your rights, and the rights of any of your end users, to use Tyler’s Data & Insights data platform is subject to the Data & Insights SaaS Services Terms of Service, available at <https://www.tylertech.com/terms/data-insights-saas-services-terms-of-service>. By signing a Tyler Agreement or Order Form, or accessing, installing, or using any of the Tyler solutions listed at the linked terms, you certify that you have reviewed, understand, and agree to said terms.

- 24. Contract Documents. This Agreement includes the following exhibits:

- Exhibit A Investment Summary
- Exhibit B Invoicing and Payment Policy
Schedule 1: Business Travel Policy
- Exhibit C Service Level Agreement
Schedule 1: Support Call Process
- Exhibit D Third Party Terms
- Exhibit E Statement of Work

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.

City of Sutter Creek, California

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Address for Notices:

Tyler Technologies, Inc.
One Tyler Drive
Yarmouth, ME 04096
Attention: Chief Legal Officer

Address for Notices:

City of Sutter Creek
18 Main Street
Sutter Creek, CA 95685-4198
Attention: _____



Exhibit A
Investment Summary

The following Investment Summary details the software and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date, despite any expiration date in the Investment Summary that may have lapsed as of the Effective Date.

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Sales Quotation For:
 City of Sutter Creek
 18 Main St
 Sutter Creek CA 95685-4198

Quoted BY Cody Gunstenson
 Quote Expiration 12/9/24
 Quote Name

Tyler Annual Software – SaaS			
Description	List Price	Discount	Annual
ERP Pro			
ERP Pro 10 Financial Management Suite			
Invoice Approvals	\$ 0	\$ 0	\$ 0
Core Financials	\$ 10,285	\$ 1,543	\$ 8,742
Human Resources Management (Includes Position Budgeting)	\$ 4,498	\$ 675	\$ 3,823
Employee Access Pro	\$ 0	\$ 0	\$ 0
Project Accounting	\$ 2,312	\$ 347	\$ 1,965
Employee Access Pro Time & Attendance	\$ 1,000	\$ 150	\$ 850
Purchasing	\$ 3,076	\$ 461	\$ 2,615
Accounts Receivable	\$ 1,945	\$ 292	\$ 1,653
ERP Pro 10 Customer Relationship Management Suite			
Utility Billing Water/Gas	\$ 7,713	\$ 1,157	\$ 6,556
Cashiering	\$ 2,443	\$ 366	\$ 2,077
Utility Access	\$ 720	\$ 108	\$ 612

Tyler Annual Software – SaaS			
Description	List Price	Discount	Annual
Tyler One			
Identity			
Identity Workforce Advanced [8]	\$ 48	\$ 0	\$ 48
Content Manager Suite			
Content Manager Core	\$ 3,537	\$ 531	\$ 3,006
TOTAL:		\$ 37,577	\$ 5,630
Term # of Years:		3	\$ 31,947

Tyler Annual Services			
Description	List Price	Discount	Annual
ERP Pro			
Other Services			
Tyler University	\$ 1,392	\$ 300	\$ 1,092
TOTAL:		\$ 1,392	\$ 300
TOTAL:		\$ 1,392	\$ 1,092

Tyler Fees per Transaction		Net Unit Price
Description		
ERP Pro		
ERP Pro 10 Financial Management Suite		
AP Automation		\$ 0.00
ERP Pro 10 Customer Relationship Management Suite		
Miscellaneous Payments		\$ 1.25
Tyler One		
Notify		

Tyler Fees per Transaction	
Description	Net Unit Price
Notifications for Utilities	\$ 0.10
Payments	
ERP Pro Payments	
Utility Access Payments Bundle	

Services		
Description	Hours/Units	Extended Price
ERP Pro 10 Financial Management Suite		
Professional Services	304	\$ 44,080
Project Management	1	\$ 1,500
Data Conversion Services		\$ 6,000
ERP Pro 10 Customer Relationship Management Suite		
Professional Services	184	\$ 26,680
Data Conversion Services		\$ 6,000
Project Management	1	\$ 1,400
Content Manager Suite		
Professional Services	32	\$ 4,640
TOTAL:		\$ 90,300

Summary	One Time Fees	Recurring Fees
Total SaaS		\$ 31,947
Total Tyler Services	\$ 90,300	\$ 1,092
Summary Total	\$ 90,300	\$ 33,039

Optional Tyler Annual Software – SaaS			
Description	List Price	Discount	Annual
ERP Pro			
ERP Pro 10 Financial Management Suite			
Benefits Enrollment	\$ 1,000	\$ 150	\$ 850
ERP Pro Community Development Suite			
Permitting Access	\$ 900	\$ 135	\$ 765
Code Enforcement	\$ 2,894	\$ 434	\$ 2,460
Licensing	\$ 2,894	\$ 434	\$ 2,460
Permitting	\$ 2,894	\$ 434	\$ 2,460
Licensing Access	\$ 900	\$ 135	\$ 765
TOTAL:	\$ 11,482	\$ 1,722	\$ 9,760

Optional Services		
Description	Hours/Units	Extended Price
ERP Pro 10 Financial Management Suite		
Professional Services	8	\$ 1,160
ERP Pro Community Development Suite		
Professional Services	96	\$ 13,920
Project Management	1	\$ 1,500

Optional Services Description	Hours/Units	Extended Price
TOTAL:		\$ 16,580

Comments

Work will be delivered remotely unless otherwise noted in this agreement.

SaaS is considered a term of one year unless otherwise indicated.

Your use of Tyler Payments and any related items included on this order is subject to the terms found at:

<https://www.tylertech.com/terms/payment-card-processing-agreement>. By signing this order or the agreement in which it is included, you agree you have read, understand, and agree to such terms. Please see attached Tyler Payments fee schedule.

Licensing Access

Licensing Access displays the license detail, which includes license number, license type, issued to, alternate contact, property, status, effective date, and expiration date. It displays the balance detail, such as fees, penalties, interest, and tax. Payment packet is. It also allows the user to request renewals, as well as pay or apply for a license. Note that the customer pays the \$1.25 fee per transaction for payment online.

Permitting Access

Permitting Access displays the project detail, which includes permit number, status, address, owner name, expiration date, and issued date. It also displays the segment detail, which includes the fees, balance, payments, and any pending payments. It displays any inspection history. Payment packet is created to be imported to the permitting system. It also allows the user to request inspections, as well as pay or apply for a permit. Note that the customer pays the \$1.25 fee per transaction for payment online.

Utility Access

Utility Access Component displays the current status (late, cut off etc), the action needed to avoid penalty, current balance, deposits on file (optional), last payment date, last payment amount, payment arrangements on file, last bill amount, last bill date, bill due date, contracts on file and status, transaction history (online payments). Payment packet is created to be imported to utility system. Address information includes legal description, precinct, school district, and services at address(subject to data availability). Includes consumption history by service (including graphs), request for service (optional), information change request (optional), security -SSL (secure socket layer).

Utility Billing Water/Gas

Utility CIS System includes collections, tax lien process and import, a standard forms pkg., output director and one Utility handheld meter-reader interface.

Cashiering

Cashiering supports credit/debit cards, is PCI Compliant, and includes a cash collection interface and a cashiering receipt import.

Core Financials	Core Financials includes general ledger, budget prep, bank recon, AP, CellSense, a standard forms pkg, output director, positive pay, secure signatures.
Invoice Approvals	Invoice Approvals, included with AP Automation, automates invoice workflows by routing them to the appropriate departments for completion and approval.
Identity Workforce Advanced [8]	Tyler's Identity Workforce currently supports the following identity providers (IdP's) for use with Tyler back-office solutions: Microsoft Active Directory through Azure AD, ADFS or Okta AD agent, Google Cloud Identity, Identity Automation RapidIdentity, and Okta. Any requirement by you to use an IdP not supported by Tyler may require additional costs, available upon request. Identity Workforce SaaS Fees are based on user counts. Year one SaaS Fee is based on estimated user count as indicated in this order. Unless otherwise agreed by the parties, the SaaS Fee for each subsequent annual term is based on the preceding annual term's annual user count.
Miscellaneous Payments	Miscellaneous Payments Component allows clients to setup payment forms for misc. payments with a fixed, calculated or open payment amount. The payments are sent from the website to the cash collection/Cashiering application and then posted to the GL application. NOTE: There is a per transaction fee associated with the Miscellaneous Payments that will be paid by client unless Tyler is instructed by the client to pass along to the user at time of payment.
Notifications for Utilities	Notification for Utility Access includes Customer notification by phone (call late notices and general notifications). Call lists are automatically generated and the account is updated after the call. It includes a custom message for each call type and the call message can be in English or Spanish. It generates reports based on call results. Note: The Utility will be billed at the rate specified above for all the calls made. The Utility will be billed quarterly by Tyler Technologies for calls conducted.
ERP Pro Payments	An annual PCI compliance fee in the amount of \$99 and a monthly Gateway fee in the amount of \$10 will be billed per merchant account.
Utility Access Payments Bundle	The Utility Access Payments Bundle includes: ERP Pro Payments and IVR (an automated phone system which securely allows for the collection of utility payments and the checking of balances and due dates). An annual PCI compliance fee in the amount of \$99 and a monthly Gateway fee in the amount of \$10 will be billed per merchant account.
Financial Management Data Conversion	Financial Management conversion includes Chart of Accounts, General Ledger, and Accounts Payable. Prior fiscal year balances, current fiscal year balanced transactions, and unlimited unbalanced transaction history are also included.
Human Resources Management / Payroll Data Conversion	Human Resources Management conversion includes employee data, current calendar year balanced transactions, and unlimited unbalanced transaction history.
Utilities Data Conversion	Utility Billing conversion includes contacts/properties/accounts, meters, transaction/consumption/read history, metered services, non-metered service. Balanced transactions converted from current calendar year plus prior 2 years. Unlimited history imported upon request.
AP Automation	AP Automation pricing quoted reflects processing via check or Virtual Card. Processing checks will incur a fee and an invoice will be provided annually based on actual usage. Please refer to the Terms of Use for Fee Structure and to agree to terms: https://www.tylertech.com/client-terms/ap-automation-payment-terms-of-use



Exhibit B

Invoicing and Payment Policy

We will provide you with the software and services set forth in the Investment Summary of the Agreement. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Invoicing: We will invoice you for the applicable software and services in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

1. **SaaS Fees.** SaaS Fees are invoiced on an annual basis, beginning on the commencement of the initial term as set forth in Section F (1) of this Agreement. Your annual SaaS fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual SaaS fees will be at our then-current rates.
2. **Other Tyler Software and Services.**
 - 2.1 **Implementation and Other Professional Services (including training):** Implementation and other professional services (including training) are billed and invoiced as delivered, at the rates set forth in the Investment Summary.
 - 2.2 **Consulting Services:** If you have purchased any Business Process Consulting services, if they have been quoted as fixed-fee services, they will be invoiced 50% upon your acceptance of the Best Practice Recommendations, by module, and 50% upon your acceptance of custom desktop procedures, by module. If you have purchased any Business Process Consulting services and they are quoted as an estimate, then we will bill you the actual services delivered on a time and materials basis.
 - 2.3 **Conversions:** Fixed-fee conversions are invoiced 50% upon initial delivery of the converted Data, by conversion option, and 50% upon Client acceptance to load the converted Data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, we will bill you the actual services delivered on a time and materials basis.
 - 2.4 **Requested Modifications to the Tyler Software:** Requested modifications to the Tyler Software are invoiced 50% upon delivery of specifications and 50% upon delivery of the applicable modification. You must report any failure of the modification to conform to the specifications within thirty (30) days of delivery; otherwise, the modification will be deemed to be in compliance with the specifications after the 30-day window has passed. You may still report Defects to us as set forth in this Agreement.
 - 2.5 **Other Fixed Price Services:** Other fixed price services are invoiced as delivered, at the rates set forth in the Investment Summary. For the avoidance of doubt, where "Project Planning Services" are provided, payment will be due upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be billed monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
 - 2.6 **Web Services:** Annual fees for web services are payable in advance, commencing upon the availability of the service. Your annual fees for the initial term are set forth in the

Investment Summary. Upon expiration of the initial term, your annual fees will be at our then-current rates.

2.7 *Annual Services*: Unless otherwise indicated in this Exhibit B, fees for annual services are due annually, in advance, commencing on the availability of the service. Your annual fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual fees will be at our then-current rates.

3. Third Party Products and Hardware.

3.1 *Third Party Software License Fees*: License fees for Third Party Software, if any, are invoiced when we make it available to you for downloading.

3.2 *Third Party Software Maintenance*: The first year maintenance fee for the Third Party Software is invoiced when we make it available to you for downloading. Subsequent annual maintenance fees for Third Party Software are invoiced annually, in advance, at then-current rates, upon each anniversary thereof.

3.3 *Hardware*: Third Party Hardware costs, if any, are invoiced upon delivery.

3.4 *Hardware Maintenance*: The first year maintenance fee for Hardware is invoiced upon delivery of the hardware. Subsequent annual maintenance fees for hardware are invoiced annually, in advance, at then-current rates, upon each anniversary thereof.

3.5 *Third Party Services*: Fees for Third Party Services, if any, are invoiced as delivered, along with applicable expenses, at the rates set forth in the Investment Summary.

3.6 *Third Party SaaS*: Third Party SaaS Services fees, if any, are invoiced annually, in advance, commencing with availability of the respective Third Party SaaS Services. Pricing for the first year of Third Party SaaS Services is indicated in the Investment Summary. Pricing for subsequent years will be at the respective third party's then-current rates.

4. Transaction Fees. Unless paid directly by an end user at the time of transaction, per transaction (call, message, etc.) fees are invoiced on a quarterly basis. Fees are indicated in the Investment Summary and may be increased by Tyler upon notice of no less than thirty (30) days.

5. Expenses. The service rates in the Investment Summary do not include travel expenses. Expenses for Tyler delivered services will be billed as incurred and only in accordance with our then-current Business Travel Policy, plus a 10% travel agency processing fee. Our current Business Travel Policy is attached to this Exhibit B as Schedule 1. Copies of receipts will be provided upon request; we reserve the right to charge you an administrative fee depending on the extent of your requests. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.

Payment. Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is available by contacting AR@tylertech.com.



Exhibit B
Schedule 1
Business Travel Policy

1. Air Travel

A. Reservations & Tickets

The Travel Management Company (TMC) used by Tyler will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within \$100 (each way) of the lowest logical fare. If a net savings of \$200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven (7) day advance booking requirement is mandatory. When booking less than seven (7) days in advance, management approval will be required.

Except in the case of international travel where a segment of continuous air travel is six (6) or more consecutive hours in length, only economy or coach class seating is reimbursable. Employees shall not be reimbursed for "Basic Economy Fares" because these fares are non-refundable and have many restrictions that outweigh the cost-savings.

B. Baggage Fees

Reimbursement of personal baggage charges are based on trip duration as follows:

- Up to five (5) days = one (1) checked bag
- Six (6) or more days = two (2) checked bags

Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

A. Private Automobile

Mileage Allowance – Business use of an employee’s private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee’s office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a “mid-size” or “intermediate” car. “Full” size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; except for employees traveling to Alaska and internationally (excluding Canada), additional insurance on the rental agreement should be declined.

C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

3. Lodging

Tyler’s TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler’s work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

“No shows” or cancellation fees are not reimbursable if the employee does not comply with the hotel’s cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

Employees are not authorized to reserve non-traditional short-term lodging, such as Airbnb, VRBO, and HomeAway. Employees who elect to make such reservations shall not be reimbursed.

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status within the continental U.S. are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at www.gsa.gov/perdiem.

Per diem for Alaska, Hawaii, U.S. protectorates and international destinations are provided separately by the Department of State and will be determined as required.

A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

Departure Day

Depart before 12:00 noon	Lunch and dinner
Depart after 12:00 noon	Dinner

Return Day

Return before 12:00 noon	Breakfast
Return between 12:00 noon & 7:00 p.m.	Breakfast and lunch
Return after 7:00 p.m.*	Breakfast, lunch and dinner

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

Breakfast	15%
Lunch	25%
Dinner	60%

B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.*

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

5. Internet Access – Hotels and Airports

Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to \$10.00 per day. Charges for internet access at airports are not reimbursable.

6. International Travel

All international flights with the exception of flights between the U.S. and Canada should be reserved through TMC using the "lowest practical coach fare" with the exception of flights that are six (6) or more consecutive hours in length. In such event, the next available seating class above coach shall be reimbursed.

When required to travel internationally for business, employees shall be reimbursed for photo fees, application fees, and execution fees when obtaining a new passport book, but fees related to passport renewals are not reimbursable. Visa application and legal fees, entry taxes and departure taxes are reimbursable.

The cost of vaccinations that are either required for travel to specific countries or suggested by the U.S. Department of Health & Human Services for travel to specific countries, is reimbursable.

Section 4, Meals & Incidental Expenses, and Section 2.b., Rental Car, shall apply to this section.



Exhibit C

SERVICE LEVEL AGREEMENT

I. Agreement Overview

This SLA operates in conjunction with, and does not supersede or replace any part of, the Agreement. It outlines the information technology service levels that we will provide to you to ensure the availability of the application services that you have requested us to provide. All other support services are documented in the Support Call Process. This SLA does not apply to any Third Party SaaS Services. All other support services are documented in the Support Call Process.

II. Definitions. Except as defined below, all defined terms have the meaning set forth in the Agreement.

Actual Attainment: The percentage of time the Tyler Software is available during a calendar month, calculated as follows: $(\text{Service Availability} - \text{Downtime}) \div \text{Service Availability}$.

Client Error Incident: Any service unavailability resulting from your applications, content or equipment, or the acts or omissions of any of your service users or third-party providers over whom we exercise no control.

Downtime: Those minutes during Service Availability, as defined below, when all users cannot launch, login, search or save primary data in the Tyler Software. Downtime does not include those instances in which only a Defect is present.

Emergency Maintenance Window: (1) maintenance that is required to patch a critical security vulnerability; (2) maintenance that is required to prevent an imminent outage of Service Availability; or (3) maintenance that is mutually agreed upon in writing by Tyler and the Client.

Planned Downtime: Downtime that occurs during a Standard or Emergency Maintenance window.

Service Availability: The total number of minutes in a calendar month that the Tyler Software is capable of receiving, processing, and responding to requests, excluding Planned Downtime, Client Error Incidents, denial of service attacks and Force Majeure. Service Availability only applies to Tyler Software being used in the live production environment.

Standard Maintenance: Routine maintenance to the Tyler Software and infrastructure. Standard Maintenance is limited to five (5) hours per week.

III. **Service Availability**

a. Your Responsibilities

Whenever you experience Downtime, you must make a support call according to the procedures outlined in the Support Call Process. You will receive a support case number.

b. Our Responsibilities

When our support team receives a call from you that Downtime has occurred or is occurring, we will work with you to identify the cause of the Downtime (including whether it may be the result of Planned Downtime, a Client Error Incident, denial of service attack or Force Majeure). We will also work with you to resume normal operations.

c. Client Relief

Our targeted Attainment Goal is 100%. You may be entitled to credits as indicated in the Client Relief Schedule found below. Your relief credit is calculated as a percentage of the SaaS Fees paid for the calendar month.

In order to receive relief credits, you must submit a request through one of the channels listed in our Support Call Process within fifteen (15) days of the end of the applicable month. We will respond to your relief request within thirty (30) days of receipt.

The total credits confirmed by us will be applied to the SaaS Fee for the next billing cycle. Issuing of such credit does not relieve us of our obligations under the Agreement to correct the problem which created the service interruption.

Credits are only payable when Actual Attainment results in eligibility for credits in consecutive months and only for such consecutive months.

Client Relief Schedule	
Actual Attainment	Client Relief
99.99% - 99.70%	Remedial action will be taken
99.69% - 98.50%	2% of SaaS Fees paid for applicable month
98.49% - 97.50%	4% of SaaS Fees paid for applicable month
97.49% - 96.50%	6% of SaaS Fees paid for applicable month
96.49% - 95.50%	8% of SaaS Fees paid for applicable month
Below 95.50%	10% of SaaS Fees paid for applicable month

* Notwithstanding language in the Agreement to the contrary, Recovery Point Objective is one (1) hour.

IV. Maintenance Notifications

We perform Standard Maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, we will provide advance notice of those windows and will coordinate to the greatest extent possible with you.

Not all maintenance activities will cause application unavailability. However, if Tyler anticipates that activities during a Standard or Emergency Maintenance window may make the Tyler Software unavailable, we will provide advance notice, as reasonably practicable, that the Tyler Software will be unavailable during the maintenance window.



Exhibit C Schedule 1 Support Call Process

Support Channels

Tyler Technologies, Inc. provides the following channels of software support for authorized users*:

- (1) On-line submission (portal) – for less urgent and functionality-based questions, users may create support incidents through the Tyler Customer Portal available at the Tyler Technologies website. A built-in Answer Panel provides users with resolutions to most “how-to” and configuration-based questions through a simplified search interface with machine learning, potentially eliminating the need to submit the support case.
- (2) Email – for less urgent situations, users may submit emails directly to the software support group.
- (3) Telephone – for urgent or complex questions, users receive toll-free, telephone software support.

** Channel availability may be limited for certain applications.*

Support Resources

A number of additional resources are available to provide a comprehensive and complete support experience:

- (1) Tyler Website – www.tylertech.com – for accessing client tools, documentation, and other information including support contact information.
- (2) Tyler Search -a knowledge based search engine that lets you search multiple sources simultaneously to find the answers you need, 24x7.
- (3) Tyler Community –provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
- (4) Tyler University – online training courses on Tyler products.

Support Availability

Tyler Technologies support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four US time zones (Pacific, Mountain, Central and Eastern). Tyler’s holiday schedule is outlined below. There will be no support coverage on these days.

New Year’s Day	Labor Day
Martin Luther King, Jr. Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day

For support teams that provide after-hours service, we will provide you with procedures for contacting support staff after normal business hours for reporting Priority Level 1 Defects only. Upon receipt of

such a Defect notification, we will use commercially reasonable efforts to meet the resolution targets set forth below.

We will also make commercially reasonable efforts to be available for one pre-scheduled Saturday of each month to assist your IT staff with applying patches and release upgrades, as well as consulting with them on server maintenance and configuration of the Tyler Software environment.

Incident Handling

Incident Tracking

Every support incident is logged into Tyler’s Customer Relationship Management System and given a unique case number. This system tracks the history of each incident. The case number is used to track and reference open issues when clients contact support. Clients may track incidents, using the case number, through Tyler’s Customer Portal or by calling software support directly.

Incident Priority

Each incident is assigned a priority level, which corresponds to the Client’s needs. Tyler and the Client will reasonably set the priority of the incident per the chart below. This chart is not intended to address every type of support incident, and certain “characteristics” may or may not apply depending on whether the Tyler software has been deployed on customer infrastructure or the Tyler cloud. The goal is to help guide the Client towards clearly understanding and communicating the importance of the issue and to describe generally expected response and resolution targets in the production environment only.

References to a “confirmed support incident” mean that Tyler and the Client have successfully validated the reported Defect/support incident.

Priority Level	Characteristics of Support Incident	Resolution Targets*
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client’s remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. For non-hosted customers, Tyler’s responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.

Priority Level	Characteristics of Support Incident	Resolution Targets*
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. For non-hosted customers, Tyler's responsibility for loss or corrupted data is limited to assisting the Client in restoring its last available database.
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack, which shall occur at least quarterly. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.
4 Non-critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

**Response and Resolution Targets may differ by product or business need*

Incident Escalation

If Tyler is unable to resolve any priority level 1 or 2 defect as listed above or the priority of an issue has elevated since initiation, you may escalate the incident to the appropriate resource, as outlined by each product support team. The corresponding resource will meet with you and any Tyler staff to establish a mutually agreeable plan for addressing the defect.

Remote Support Tool

Some support calls may require further analysis of the Client's database, processes or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Tyler's support team must have the ability to quickly connect to the Client's system and view the site's setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.



Exhibit D Third Party Terms

Koa Hills Terms. Your use of Koa Hills SaaS is governed by terms available here: <https://www.tylertech.com/Portals/0/Terms/Koa-Hills-Software-as-a-Service-Agreement.pdf>. By signing a Tyler Agreement or Order Form containing Koa Hills SaaS, or accessing, installing, or using Koa Hills SaaS, you agree that you have read, understood, and agree to such terms.

Cornerstone OnDemand Terms. Your use of Cornerstone OnDemand software and services is subject to terms found here: <https://s3.us-east-1.amazonaws.com/sumtotalsystems.com/prod/images/cornerstone-terms-of-use.pdf>. By signing a Tyler Agreement or Order Form including Cornerstone software or services, or accessing, installing, or using Cornerstone software or services, you agree that you have read, understood, and agree to such terms. In addition, implementation of Cornerstone software and services requires inclusion of a Cornerstone Statement of Work.

DocOrigin Terms. Your use of Tyler Forms software and forms is subject to the DocOrigin End User License Agreement available for download here: <https://eclipsecorp.us/eula/>. By signing a Tyler Agreement or Order Form including Tyler forms software or forms, or accessing, installing, or using Tyler Forms software or forms, you agree that you have read, understood, and agree to such terms.

Emphasys Terms. Your use of SymPro software and services is governed by terms available here: <https://tylertech.com/portals/0/terms/Emphasys-Software-Agreement/Emphasys-Software-Agreement.pdf>. By signing a Tyler Agreement or Order Form containing such software or services, or accessing, installing, or using SymPro software or services, you agree that you have read, understood, and agree to such terms.

Fire Prevention Mobile Terms. Your use of Tyler's Fire Prevention Mobile solutions is subject to the terms found here: <https://www.tylertech.com/terms/fire-prevention-mobile-third-party-terms>. By signing a Tyler Agreement or Order Form, or accessing, installing, or using the Fire Prevention Mobile solution, you agree that you have read, understood, and agree to such terms.

Pattern Stream Terms. Your use of Pattern Stream software and services is subject to the terms found here: <https://www.tylertech.com/terms/finite-matters-ltd-consolidated-terms>. By signing a Tyler Agreement or Order Form, or accessing, installing, or using Pattern Stream software or services, you agree that you have read, understood, and agree to such terms.

Quatred Terms. Your use of Quatred solutions is subject to the End User License Agreement terms found here: <https://www.quatred.com/eula>. By signing a Tyler Agreement or Order Form, or accessing, installing, or using Quatred solutions provided to you by Tyler, you agree that you have read, understood, and agree to such terms.

ThinPrint Terms. Your use of Tyler Forms software and forms is subject to the End User License Agreement terms for ThinPrint Engine, ThinPrint License Server, and Connected Gateway found here: <https://www.thinprint.com/en/legal-notes/eula/>. By signing a Tyler Agreement or Order Form, or accessing, installing, or using Tyler Forms software or forms, you agree that you have read, understood, and agree to such terms.

Twilio Acceptable Use Policy. Your use of the Tyler solutions listed below includes functionality provided by a Third Party Developer, Twilio. Your rights, and the rights of any of your end users, to use said functionality are subject to the terms of the Twilio Acceptable Use Policy, available at <http://www.twilio.com/legal/aup>. By signing a Tyler Agreement or Order Form, or accessing, installing, or using any such Tyler solution, you certify that you have reviewed, understand and agree to said terms. Tyler hereby disclaims any and all liability related to your or your end user's failure to abide by the terms of the Twilio Acceptable Use Policy. Any liability for failure to abide by said terms shall rest solely with the person or entity whose conduct violated said terms.

- Electronic Warrants
- Online Dispute Resolution
- Enterprise Justice Notifications Add On (text notifications)
- Absence & Substitute
- Notify
- Enterprise Jury Manager
- Enterprise Supervision
- Virtual Court



Exhibit E
Statement of Work

City of Sutter Creek

SOW from Tyler Technologies, Inc.

8/15/2024

Presented to:
Tom DuBois
18 Main Street
Sutter Creek, CA 95685

Contact:
Cody Gunstenson
Email: Cody.Gunstenson@TylerTech.com
5519 53rd St., Lubbock, TX 79414

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Part 1: Executive Summary

1. Project Overview

1.1 Introduction

Tyler Technologies (“Tyler”) is the largest and most established provider of integrated software and technology services focused solely on the public sector. Tyler’s end-to-end solutions empower public sector entities including local, state, provincial and federal government, to operate more efficiently and connect more transparently with their constituents and with each other. By connecting data and processes across disparate systems, Tyler’s solutions transform how clients gain actionable insights that solve problems in their communities.

1.2 Project Goals

This Statement of Work (“SOW”) documents the methodology, implementation stages, activities, and roles and responsibilities, and project scope listed in the Investment Summary of the Agreement between Tyler and the City (collectively the “Project”).

The overall goals of the project are to:

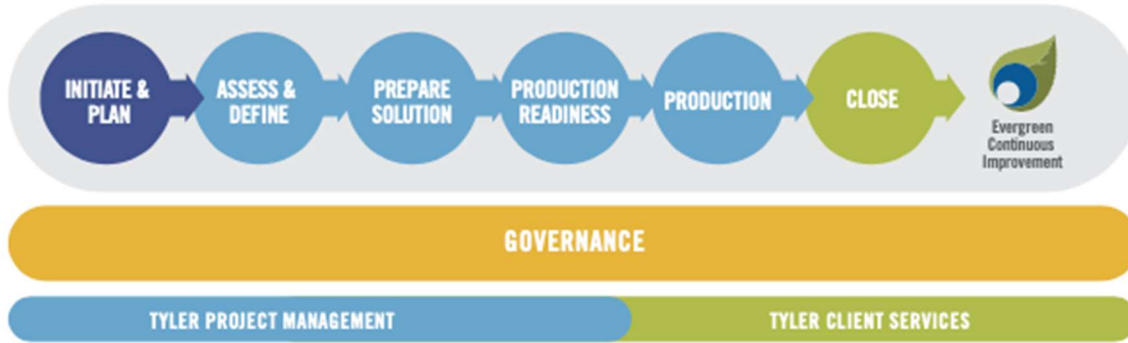
- Successfully implement the contracted scope on time and on budget
- Increase operational efficiencies and empower users to be more productive
- Improve accessibility and responsiveness to external and internal customer needs
- Overcome current challenges and meet future goals
- Providing a single, comprehensive, and integrated solution to manage business functions
- Streamline business processes through automation, integration, and workflows
- Provide a user-friendly user interface to promote system use and productivity
- Eliminate redundant data entry

1.3 Methodology

This is accomplished by the City and Tyler working as a partnership and Tyler utilizing its depth of implementation experience. While each Project is unique, all will follow Tyler’s six-stage methodology. Each of the six stages is comprised of multiple work packages, and each work package includes a narrative description, objectives, tasks, inputs, outputs/deliverables, assumptions, and a responsibility matrix.

Tailored specifically for Tyler’s public sector clients, the project methodology contains Stage Acceptance Control Points throughout each Phase to ensure adherence to scope, budget, timeline controls, effective communications, and quality standards. Clearly defined, the project methodology repeats consistently across Phases, and is scaled to meet the City’s complexity and organizational needs.

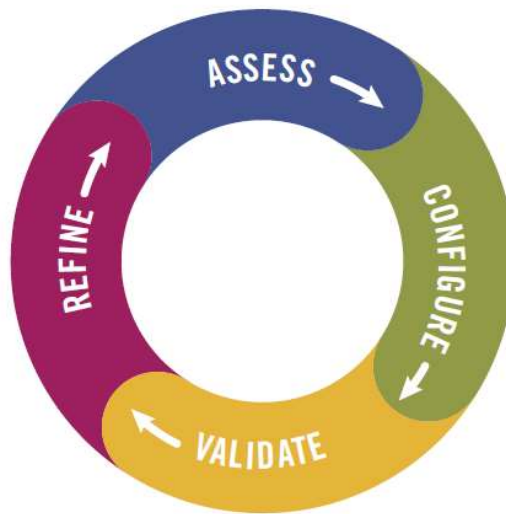
Tyler's Six Stage Project Methodology



The methodology adapts to both single-phase and multiple-phase projects.

To achieve Project success, it is imperative that both the City and Tyler commit to including the necessary leadership and governance. During each stage of the Project, it is expected that the City and Tyler Project teams work collaboratively to complete tasks. An underlying principle of Tyler's Implementation process is to employ an iterative model where the City's business processes are assessed, configured, validated, and refined cyclically in line with the project budget. This approach is used in multiple stages and work packages as illustrated in the graphic below.

Iterative Project Model



The delivery approach is systematic, which reduces variability and mitigates risks to ensure Project success. As illustrated, some stages, along with work packages and tasks, are intended to be overlapping by nature to complete the Project efficiently and effectively.

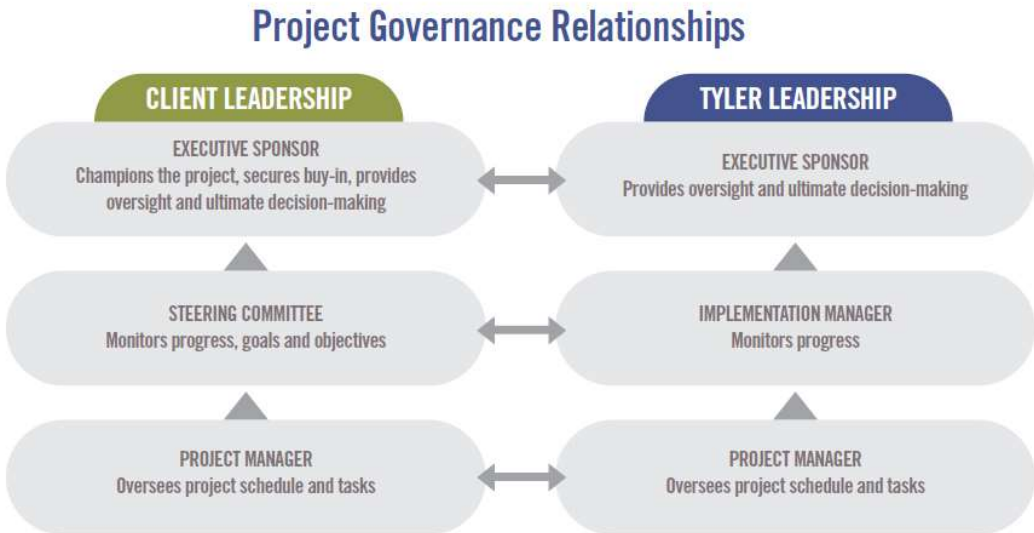
Part 2: Project Foundation

2. Project Governance

Project governance is the management framework within which Project decisions are made. The role of Project governance is to provide a decision-making approach that is logical, robust, and repeatable. This allows organizations to have a structured approach for conducting its daily business in addition to project related activities.

This section outlines the resources required to meet the business needs, objectives, and priorities for the Project, communicate the goals to other Project participants, and provide support and guidance to accomplish these goals. Project governance defines the structure for escalation of issues and risks, Change Control review and authority, and Organizational Change Management activities. Throughout the Statement of Work Tyler has provided RACI Matrices for activities to be completed throughout the implementation which will further outline responsibilities of different roles in each stage. Further refinement of the governance structure, related processes, and specific roles and responsibilities occurs during the Initiate & Plan Stage.

The chart below illustrates an overall team perspective where Tyler and the City collaborate to resolve Project challenges according to defined escalation paths. If project managers do not possess authority to determine a solution, resolve an issue, or mitigate a risk, Tyler implementation management and the City Steering Committee become the escalation points to triage responses prior to escalation to the City and Tyler executive sponsors. As part of the escalation process, each Project governance tier presents recommendations and supporting information to facilitate knowledge transfer and issue resolution. The City and Tyler executive sponsors serve as the final escalation point.



3. Project Scope Control

3.1 Managing Scope and Project Change

Project Management governance principles contend that there are three connected constraints on a Project: budget, timeline, and scope. These constraints, known as the “triple constraints” or project management triangle, define budget in terms of financial cost, labor costs, and other resource costs. Scope is defined as the work performed to deliver a product, service or result with the specified features and functions, while time is simply defined as the schedule. The Triple Constraint theory states that if you change one side of the triangle, the other two sides must be correspondingly adjusted. For example, if the scope of the Project is increased, cost and time to complete will also need to increase. The Project and executive teams will need to remain cognizant of these constraints when making impactful decisions to the Project. A simple illustration of this triangle is included here, showing the connection of each item and their relational impact to the overall Scope.



A pillar of any successful project is the ability to properly manage scope while allowing the appropriate level of flexibility to incorporate approved changes. Scope and changes within the project will be managed using the change control process outlined in the following section.

3.2 Change Control

It may become necessary to change the scope of this Project due to unforeseeable circumstances (e.g., new constraints or opportunities are discovered). This Project is being undertaken with the understanding that Project scope, schedule, and/or cost may need to change to produce optimal results for stakeholders. Changes to contractual requirements will follow the change control process specified in the final contract, and as described below.

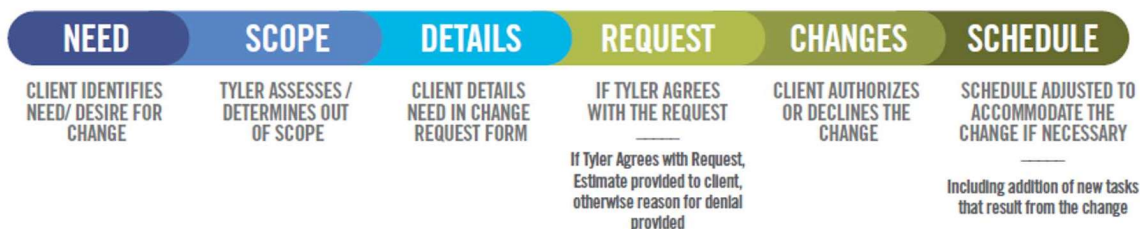
3.3 Change Request Management

Should the need for a change to Project scope, schedule, and/or cost be identified during the Project, the change will be brought to the attention of the Steering Committee and an assessment of the change will occur. While such changes may result in additional costs and delays relative to the schedule, some changes may result in less cost to the City; for example, the City may decide it no longer needs a deliverable originally defined in the Project. The Change Request will include the following information:

- The nature of the change.
- A good faith estimate of the additional cost or associated savings to the City, if any.
- The timetable for implementing the change.
- The effect on and/or risk to the schedule, resource needs or resource responsibilities.

The City will use its good faith efforts to either approve or disapprove any Change Request within ten (10) Business Days (or other period as mutually agreeable between Tyler and the City). Any changes to the Project scope, budget, or timeline must be documented and approved in writing using a Change Request form. These changes constitute a formal amendment to the Statement of Work and will supersede any conflicting term in the Statement of Work.

Change Request Process



4. Acceptance Process

The implementation of a Project involves many decisions to be made throughout its lifecycle. Decisions will vary from higher level strategy decisions to smaller, detailed Project level decisions. It is critical to the success of the Project that each City office or department designates specific individuals for making decisions on behalf of their offices or departments.

Both Tyler and the City will identify representative project managers. These individuals will represent the interests of all stakeholders and serve as the primary contacts between the two organizations.

The coordination of gaining City feedback and approval on Project deliverables will be critical to the success of the Project. The City project manager will strive to gain deliverable and decision approvals from all authorized City representatives. Given that the designated decision-maker for each department may not always be available, there must be a designated proxy for each decision point in the Project. Assignment of each proxy will be the responsibility of the leadership from each City department. The proxies will be named individuals that have the authorization to make decisions on behalf of their department.

The following process will be used for accepting Deliverables and Control Points:

- The City shall have five (5) business days from the date of delivery, or as otherwise mutually agreed upon by the parties in writing, to accept each Deliverable or Control Point. If the City does not provide acceptance or acknowledgement within five (5) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.
- If the City does not agree the Deliverable or Control Point meets requirements, the City shall notify Tyler project manager(s), in writing, with reasoning within five (5) business days, or the otherwise agreed-upon timeframe, not to be unreasonably withheld, of receipt of the Deliverable.
- Tyler shall address any deficiencies and redeliver the Deliverable or Control Point. The City shall then have two (2) business days from receipt of the redelivered Deliverable or Control Point to accept or again submit written notification of reasons for rejecting the milestone. If the City does not provide acceptance within two (2) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.

5. Roles and Responsibilities

The following defines the roles and responsibilities of each Project resource for the City and Tyler. Roles and responsibilities may not follow the organizational chart or position descriptions at the City, but are roles defined within the Project. It is common for individual resources on both the Tyler and City project teams to fill multiple roles. Similarly, it is common for some roles to be filled by multiple people.

5.1 Tyler Roles & Responsibilities

Tyler assigns a project manager prior to the start of each Phase of the Project (some Projects may only be one Phase in duration). Additional Tyler resources are assigned as the schedule develops and as needs arise.

5.1.1 Tyler Executive Manager

Tyler executive management has indirect involvement with the Project and is part of the Tyler escalation process. This team member offers additional support to the Project team and collaborates with other Tyler department managers as needed to escalate and facilitate implementation Project tasks and decisions.

- Provides clear direction for Tyler staff on executing on the Project Deliverables to align with satisfying the City 's overall organizational strategy.
- Authorizes required Project resources.
- Resolves all decisions and/or issues not resolved at the implementation management level as part of the escalation process.
- Acts as the counterpart to the City 's executive sponsor.

5.1.2 Tyler Implementation Manager

- Tyler implementation management has indirect involvement with the Project and is part of the Tyler escalation process. The Tyler project managers consult implementation management on issues and outstanding decisions critical to the Project. Implementation management works toward a solution with the Tyler Project Manager or with City management as appropriate. Tyler executive management is the escalation point for any issues not resolved at this level.
- Assigns Tyler Project personnel.
- Provides support for the Project team.
- Provides management support for the Project to ensure it is staffed appropriately and staff have necessary resources.
- Monitors Project progress including progress towards agreed upon goals and objectives.

5.1.3 Tyler Project Manager

- The Tyler project manager(s) provides oversight of the Project, coordination of Tyler resources between departments, management of the Project budget and schedule, effective risk, and issue management, and is the primary point of contact for all Project related items. As requested by the City, the Tyler Project Manager provides regular updates to the City Steering Committee and other Tyler governance members. Tyler Project Manager's role includes responsibilities in the following areas:

5.1.3.1 Contract Management

- Validates contract compliance throughout the Project.
- Ensures Deliverables meet contract requirements.
- Acts as primary point of contact for all contract and invoicing questions.
- Prepares and presents contract milestone sign-offs for acceptance by the City project manager(s).
- Coordinates Change Requests, if needed, to ensure proper Scope and budgetary compliance.

5.1.3.2 Planning

- Delivers project planning documents.
- Defines Project tasks and resource requirements.
- Develops initial Project schedule and Project Management Plan.
- Collaborates with the City project manager(s) to plan and schedule Project timelines to achieve on-time implementation.

5.1.3.3 Implementation Management

- Tightly manages Scope and budget of Project to ensure Scope changes and budget planned versus actual are transparent and handled effectively and efficiently.
- Establishes and manages a schedule and Tyler resources that properly support the Project Schedule and are also in balance with Scope/budget.
- Establishes risk/issue tracking/reporting process between the City and Tyler and takes all necessary steps to proactively mitigate these items or communicate with transparency to the City any items that may impact the outcomes of the Project.
- Collaborates with the City's project manager(s) to establish key business drivers and success indicators that will help to govern Project activities and key decisions to ensure a quality outcome of the project.
- Collaborates with the City's project manager(s) to set a routine communication plan that will aide all Project team members, of both the City and Tyler, in understanding the goals, objectives, status, and health of the Project.

5.1.3.4 Resource Management

- Acts as liaison between Project team and Tyler manager(s).
- Identifies and coordinates all Tyler resources across all applications, Phases, and activities including development, forms, installation, reports, implementation, and billing.
- Provides direction and support to Project team.
- Manages the appropriate assignment and timely completion of tasks as defined in the Project Schedule, task list, and Go-Live Checklist.
- Assesses team performance and adjusts as necessary.
- Consulted on in Scope 3rd party providers to align activities with ongoing Project tasks.

5.1.4 Tyler Implementation Consultant

- Completes tasks as assigned by the Tyler project manager(s).
- Documents activities for services performed by Tyler.
- Guides the City through software validation process following configuration.
- Assists during Go-Live process and provides support until the City transitions to Client Services.
- Facilitates training sessions and discussions with the City and Tyler staff to ensure adequate discussion of the appropriate agenda topics during the allotted time.
- May provide conversion review and error resolution assistance.

5.1.5 Tyler Sales

- Supports Sales to Implementation knowledge transfer during Initiate & Plan.
- Provides historical information, as needed, throughout implementation.
- Participates in pricing activities if additional licensing and/or services are needed.

5.1.6 Tyler Technical Services

- Maintains Tyler infrastructure requirements and design document(s).
- Involved in system infrastructure planning/review(s).
- Provides first installation of licensed software with initial database on servers.
- Supports and assists the project team with technical/environmental issues/needs.
- Deploys Tyler products.

5.2 City Roles & Responsibilities

City resources will be assigned prior to the start of each Phase of the Project. One person may be assigned to multiple Project roles.

5.2.1 City Executive Sponsor

The City executive sponsor provides support to the Project by providing strategic direction and communicating key issues about the Project and its overall importance to the organization. When called upon, the executive sponsor also acts as the final authority on all escalated Project issues. The executive sponsor engages in the Project, as needed, to provide necessary support, oversight, guidance, and escalation, but does not participate in day-to-day Project activities. The executive sponsor empowers the City steering committee, project manager(s), and functional leads to make critical business decisions for the City.

- Champions the project at the executive level to secure buy-in.
- Authorizes required project resources.
- Actively participates in organizational change communications.

5.2.2 City Steering Committee

The City steering committee understands and supports the cultural change necessary for the Project and fosters an appreciation for the Project's value throughout the organization. The steering committee oversees the City project manager and Project through participation in regular internal meetings. The City steering committee remains updated on all Project progress, Project decisions, and achievement of Project milestones. The City steering committee also serves as primary level of issue resolution for the Project.

- Works to resolve all decisions and/or issues not resolved at the project manager level as part of the escalation process.
- Attends all scheduled steering committee meetings.
- Provides support for the project team.
- Assists with communicating key project messages throughout the organization.
- Prioritizes the project within the organization.
- Ensures the project staffed appropriately and that staff have necessary resources.
- Monitors project progress including progress towards agreed upon goals and objectives.
- Has the authority to approve or deny changes impacting the following areas:
 - Cost
 - Scope
 - Schedule
 - Project Goals
 - City Policies
 - Needs of other client projects

5.2.3 City Project Manager

The City shall assign project manager(s) prior to the start of this project with overall responsibility and authority to make decisions related to Project Scope, scheduling, and task assignment. The City Project Manager should communicate decisions and commitments to the Tyler project manager(s) in a timely and efficient manner. When the City project manager(s) do not have the knowledge or authority to make decisions, he or she engages the necessary resources to participate in discussions and make decisions in a

timely fashion to avoid Project delays. The City project manager(s) are responsible for reporting to the City steering committee and determining appropriate escalation points.

5.2.3.1 Contract Management

- Validates contract compliance throughout the project.
- Ensures that invoicing and Deliverables meet contract requirements.
- Acts as primary point of contact for all contract and invoicing questions. Collaborates on and approves Change Requests, if needed, to ensure proper scope and budgetary compliance.

5.2.3.2 Planning

- Reviews and accepts project planning documents.
- Defines project tasks and resource requirements for the City project team.
- Collaborates in the development and approval of the project schedule.
- Collaborates with Tyler project manager(s) to plan and schedule project timelines to achieve on-time implementation.

5.2.3.3 Implementation Management

- Tightly manages project budget and scope.
- Collaborates with Tyler project manager(s) to establish a process and approval matrix to ensure that scope changes and budget (planned versus actual) are transparent and handled effectively and efficiently.
- Collaborates with Tyler project manager to establish and manage a schedule and resource plan that properly supports the project schedule as a whole and is also in balance with scope and budget.
- Collaborates with Tyler project manager(s) to establish risk and issue tracking and reporting process between the City and Tyler and takes all necessary steps to proactively mitigate these items or communicate with transparency to Tyler any items that may impact the outcomes of the project.
- Collaborates with Tyler project manager(s) to establish key business drivers and success indicators that will help to govern project activities and key decisions to ensure a quality outcome of the project.
- Routinely communicates with both the City staff and Tyler, aiding in the understanding of goals, objectives, current status, and health of the project by all team members.
- Manages the requirements gathering process and ensure timely and quality business requirements are being provided to Tyler.

5.2.3.4 Resource Management

- Acts as liaison between project team and stakeholders.
- Identifies and coordinates all City resources across all modules, phases, and activities including data conversions, forms design, hardware and software installation, reports building, and satisfying invoices.
- Provides direction and support to project team.
- Builds partnerships among the various stakeholders, negotiating authority to move the project forward.
- Manages the appropriate assignment and timely completion of tasks as defined.
- Assesses team performance and takes corrective action, if needed.
- Provides guidance to City technical teams to ensure appropriate response and collaboration with Tyler Technical Support Teams to ensure timely response and appropriate resolution.
- Owns the relationship with in-Scope 3rd party providers and aligns activities with ongoing project tasks.

- Ensures that users have appropriate access to Tyler project toolsets as required.
- Conducts training on proper use of toolsets.
- Validates completion of required assignments using toolsets.

5.2.4 City Functional Leads

- Makes business process change decisions under time sensitive conditions.
- Communicates existing business processes and procedures to Tyler consultants.
- Assists in identifying business process changes that may require escalation.
- Contributes business process expertise for Current & Future State Analysis.
- Identifies and includes additional subject matter experts to participate in Current & Future State Analysis.
- Validates that necessary skills have been retained by end users.
- Provides End Users with dedicated time to complete required homework tasks.
- Acts as an ambassador/champion of change for the new process and provide business process change support.
- Identifies and communicates any additional training needs or scheduling conflicts to the City project manager.
- Actively participates in all aspects of the implementation, including, but not limited to, the following key activities:
 - Task completion
 - Stakeholder Meeting
 - Project Management Plan development
 - Schedule development
 - Maintenance and monitoring of risk register
 - Escalation of issues
 - Communication with Tyler project team
 - Coordination of City resources
 - Attendance at scheduled sessions
 - Change management activities
 - Modification specification, demonstrations, testing and approval assistance
 - Data analysis assistance
 - Decentralized end user training
 - Process testing
 - Solution Validation

5.2.5 City Power Users

- Participate in project activities as required by the project team and project manager(s).
- Provide subject matter expertise on the City business processes and requirements.
- Act as subject matter experts and attend Current & Future State Analysis sessions as needed.
- Attend all scheduled training sessions.
- Participate in all required post-training processes as needed throughout project.
- Test all application configuration to ensure it satisfies business process requirements.
- Become application experts.
- Participate in Solution Validation.
- Adopt and support changed procedures.
- Complete all deliverables by the due dates defined in the project schedule.
- Demonstrate competency with Tyler products processing prior to Go-live.
- Provide knowledge transfer to the City staff during and after implementation.

- Participate in conversion review and validation.

5.2.6 City End Users

- Attend all scheduled training sessions.
- Become proficient in application functions related to job duties.
- Adopt and utilize changed procedures.
- Complete all deliverables by the due dates defined in the project schedule.
- Utilize software to perform job functions at and beyond Go-live.

5.2.7 City Technical Lead

- Coordinates updates and releases with Tyler as needed.
- Coordinates the copying of source databases to training/testing databases as needed for training days.
- Coordinates and adds new users, printers and other peripherals as needed.
- Validates that all users understand log-on process and have necessary permission for all training sessions.
- Coordinates interface development for City third party interfaces.
- Develops or assists in creating reports as needed.
- Ensures on-site system meets specifications provided by Tyler.
- Assists with software installation as needed.
- Extracts and transmits conversion data and control reports from the City's legacy system per the conversion schedule set forth in the project schedule.

5.2.7.1 City Upgrade Coordination

- Becomes familiar with the software upgrade process and required steps.
- Becomes familiar with Tyler's releases and updates.
- Utilizes Tyler resources to stay abreast of the latest Tyler releases and updates, as well as the latest helpful tools to manage the City's software upgrade process.
- Assists with the software upgrade process during implementation.
- Manages software upgrade activities post-implementation.
- Manages software upgrade plan activities.
- Coordinates software upgrade plan activities with City and Tyler resources.
- Communicates changes affecting users and department stakeholders.
- Obtains department stakeholder acceptance to upgrade production environment.

5.2.8 City Change Management Lead

- Validates that users receive timely and thorough communication regarding process changes.
- Provides coaching to supervisors to prepare them to support users through the project changes.
- Identifies the impact areas resulting from project activities and develops a plan to address them proactively.
- Identifies areas of resistance and develops a plan to reinforce the change.
- Monitors post-production performance and new process adherence.

Part 3: Project Plan

6. Project Stages

Work Breakdown Structure

The Work Breakdown Structure (WBS) is a hierarchical representation of a Project or Phase broken down into smaller, more manageable components. The top-level components are called “Stages” and the second level components are called “Work Packages”. The work packages, shown below each stage, contain the high-level work to be done. The detailed Project Schedule, developed during Project/Phase Planning and finalized during subsequent stages, lists the tasks to be completed within each work package. Each stage ends with a “Control Point”, confirming the work performed during that stage of the Project has been accepted by the City.

Work Breakdown Structure (WBS)

1. Initiate & Plan	2. Assess & Define	3. Prepare Solution	4. Production Readiness	5. Production	6. Close
1.1 Initial Coordination	2.1 Solution Orientation	3.1 Initial System Deployment	4.1 Solution Validation	5.1 Go Live	6.1 Phase Close Out
1.2 Project/Phase Planning	2.2 Current & Future State Analysis	3.2 Configuration	4.2 Go Live Readiness	5.2 Transition to Client Services	6.2 Project Close Out
1.3 GIS Planning*	2.3 Modification Analysis	3.3 Process Refinement	4.3 End User Training	5.3 Post Go Live Activities	
1.4 Infrastructure Planning	2.4 Conversion Assessment	3.4 Conversion Delivery			
1.5 Stakeholder Meeting	2.5 Data Assessment	3.5 Data Delivery			
		3.6 Modifications*			

**Items noted with an asterisk in the graphic above relate to specific products and services. If those products and services are not included in the scope of the contract, these specific work packages will be noted as “This work package is not applicable” in Section 6 of the Statement of Work.*

6.1 Initiate and Plan

The Initiate and Plan stage involves Project initiation, infrastructure, and planning. This stage creates a foundation for the Project by identifying and establishing sequence and timing for each Phase as well as verifying scope for the Project. This stage will be conducted at the onset of the Project, with a few unique items being repeated for the additional Phases as needed.

6.1.1 Initial Coordination

Prior to Project commencement, Tyler management assigns project manager(s). Additional Project resources will be assigned later in the Project as a Project schedule is developed. Tyler provides the City with initial Project documents used to gather names of key personnel, their functional role as it pertains to the Project, as well as any blackout dates to consider for future planning. The City gathers the information requested by the provided deadline ensuring preliminary planning and scheduling can be conducted moving the Project forward in a timely fashion. Internally, the Tyler Project Manager(s) coordinate with sales to ensure transfer of vital information from the sales process prior to scheduling a Project Planning Meeting with the City’s team. During this step, Tyler will work with the City to establish the date(s) for the Project and Phase Planning session.

Objectives:

- Formally launch the project.
- Establish project governance.
- Define and communicate governance for Tyler.
- Identify City project team.

STAGE 1	Initial Coordination																
	Tyler							City									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Tyler project team is assigned	A	R	C	I	I	I	I		I		I						
City project team is assigned									A	I	R	I	I	I			
Provide initial project documents to the City		A	R	C			C		I		I						
Gather preliminary information requested			I						A		R	C		C		C	C
Sales to implementation knowledge transfer		A	R	I	I	I	I				I						
Create Project Portal to store project artifacts and facilitate communication		A	R								I						

Inputs	Contract documents
	Statement of Work

Outputs/Deliverables	Working initial project documents
	Project portal

Work package assumptions:

- Project activities begin after the agreement has been fully executed.

6.1.2 Project/Phase Planning

Project and Phase planning provides an opportunity to review the contract, software, data conversions and services purchased, identify applications to implement in each Phase (if applicable), and discuss implementation timeframes.

During this work package Tyler will work with the City to coordinate and plan a formal Project planning meeting(s). This meeting signifies the start of the Project and should be attended by all City Project team members and the Tyler Project Manager. The meeting provides an opportunity for Tyler to introduce its implementation methodology, terminology, and Project management best practices to the City’s Project Team. This will also present an opportunity for project managers and Project sponsors to begin to discuss Project communication, metrics, status reporting and tools to be used to measure Project progress and manage change.

Tyler will work with the City Project Team to prepare and deliver the Project Management Plan as an output of the planning meeting. This plan will continue to evolve and grow as the Project progresses and will describe how the project will be executed, monitored, and controlled.

During project planning, Tyler will introduce the tools that will be used throughout the implementation. Tyler will familiarize the City with these tools during project planning and make them available for review and maintenance as applicable throughout the project. Some examples are Solution validation plan, issue log, and go-live checklist.

STAGE 1	Project/Phase Planning																
	Tyler								City								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Schedule and conduct planning session(s)		A	R						I		C	C	I				

Develop Project Management Plan		A	R						I		C	C	I				
Develop initial project schedule		A	R	I	I	I	I		I	I	C	C	I	I	C		I

Inputs	Contract documents
	Statement of Work
	Guide to Starting Your Project

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Project Management Plan	Delivery of document
	Project Operational Plan	Delivery of document
	Initial Project Schedule	City provides acceptance of schedule based on resource availability, project budget, and goals.

Work package assumptions:

- City has reviewed and completed the Guide to Starting Your Project document.

6.1.3 This work package is not applicable.

6.1.4 Infrastructure Planning

Procuring required hardware and setting it up properly is a critical part of a successful implementation. Tyler will be responsible for building the environments for a hosted/SaaS deployment, unless otherwise identified in the Agreement. . The City is responsible for the installation, setup and maintenance of all peripheral devices.

Objectives:

- Ensure the City’s infrastructure meets Tyler’s application requirements.
- Ensure the City’s infrastructure is scheduled to be in place and available for use on time.

STAGE 1	Infrastructure Planning																	
	Tyler							City										
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts	Department Heads	End Users	Technical Leads	
Initial Infrastructure Communication		A	R		C		C				C							C

Schedule Environment Availability	A	R					C											
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Inputs	Initial Infrastructure Requirements
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Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Completed Infrastructure Requirements	Delivery of Requirements

6.1.5 Stakeholder Meeting

Communication of the Project planning outcomes to the City Project team, executives and other key stakeholders is vital to Project success. The Stakeholder meeting is a strategic activity to inform, engage, gain commitment, and instill confidence in the City team. During the meeting, the goals and objectives of the Project will be reviewed along with detail on Project scope, implementation methodology, roles and responsibilities, Project timeline and schedule, and keys to Project success.

Objectives:

- Formally present and communicate the project activities and timeline.
- Communicate project expectations.

STAGE 1	Stakeholder Meeting																
	Tyler								City								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Create Stakeholder Meeting Presentation	I	A	R	I	I				I	I	C		I				
Review Stakeholder Meeting Presentation		I	C						A		R		C				
Perform Stakeholder Meeting Presentation	I	A	R	I	I				I	I	C	I	I	I	I	I	I

Inputs	Agreement
	SOW
	Project Management Plan

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Stakeholder Meeting Presentation	

Work package assumptions:

- None

6.1.6 Control Point 1: Initiate & Plan Stage Acceptance

Acceptance criteria for this stage includes completion of all criteria listed below.

Note: Advancement to the Assess & Define stage is not dependent upon Tyler’s receipt of this stage acceptance.

Initiate & Plan Stage Deliverables:

- Project Management Plan
- Initial Project Schedule

Initiate & Plan stage acceptance criteria:

- All stage deliverables accepted based on acceptance criteria previously defined
- Project governance defined
- Project portal made available to the City
- Stakeholder meeting complete

6.2 Assess & Define

The Assess & Define stage will provide an opportunity to gather information related to current City business processes. This information will be used to identify and define business processes utilized with Tyler software. The City collaborates with Tyler providing complete and accurate information to Tyler staff and assisting in analysis, understanding current workflows and business processes.

6.2.1 Solution Orientation

The Solution Orientation provides the Project stakeholders a high-level understanding of the solution functionality prior to beginning the current and future state analysis. The primary goal is to establish a foundation for upcoming conversations regarding the design and configuration of the solution.

Tyler utilizes a variety of tools for the Solution Orientation, focusing on City team knowledge transfer such as: eLearning, documentation, or walkthroughs. The City team will gain a better understanding of the major processes and focus on data flow, the connection between configuration options and outcome, integration, and terminology that may be unique to Tyler’s solution.

Objectives:

- Provide a basic understanding of system functionality.
- Prepare the City for current and future state analysis.

STAGE 2	Solution Orientation	
	Tyler	City

RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
	Provide pre-requisites			A	R						I	I		I	I		I
	Complete pre-requisites										A	R		C			C
	Conduct orientation			A	R						I	I		I	I		I

Inputs	Solution orientation materials
	Training Plan

6.2.2 Current & Future State Analysis

The Current & Future State Analysis provides the Project stakeholders and Tyler an understanding of process changes that will be achieved with the new system.

The City and Tyler will evaluate current state processes, options within the new software, pros and cons of each based on current or desired state and make decisions about the future state configuration and processing. This may occur before or within the same timeframe as the configuration work package. The options within the new software will be limited to the scope of this implementation and will make use of standard Tyler functionality.

The City will adopt the existing Tyler solution wherever possible to avoid project schedule and quality risk from over customization of Tyler products. It is the City’s responsibility to verify that in-scope requirements are being met throughout the implementation if functional requirements are defined as part of the contract. The following guidelines will be followed when evaluating if a modification to the product is required:

- A reasonable business process change is available.
- Functionality exists which satisfies the requirement.
- Configuration of the application satisfies the requirement.
- An in-scope modification satisfies the requirement.

Requirements that are not met will follow the agreed upon change control process and can have impacts on the project schedule, scope, budget, and resource availability.

STAGE 2	Current & Future State Analysis	
	Tyler	City

<p>RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed</p>	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Current State process review			A	R	I	I	I				C	C	C	C			C
Discuss future-state options			A	R	C	C	C				C	C	C	C			C
Make future-state decisions (non-COTS)			C	C	C	C	C				A	R	I	C			C
Document anticipated configuration options required to support future state			A	R	C	C	C				I	I	I	I			I

Inputs	City current state documentation
	Solution Orientation completion

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Documentation that describes future-state decisions and configuration options to support future-state decisions.	Delivery of document

Work package assumptions:

- City attendees possess sufficient knowledge and authority to make future state decisions.
- The City is responsible for any documentation of current state business processes.
- The City can effectively communicate current state processes.

6.2.3 This work package is not applicable.

6.2.4 Conversion Assessment

Data Conversions are a major effort in any software implementation. Tyler’s conversion tools facilitate the predictable, repeatable conversion process that is necessary to support a successful transition to the Tyler system. The first step in this process is to perform an assessment of the existing (“legacy”) system(s), to better understand the source data, risks, and options available. Once the data has been analyzed, the plan for data conversion is completed and communicated to the appropriate stakeholders.

Objectives:

- Communicate a common understanding of the project goals with respect to data.
- Ensure complete and accurate source data is available for review/transfer.
- Map the data from the source to the Tyler system.

- Document the data conversion/loading approach.

STAGE 2	Data Conversion Assessment																
	Tyler							City									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Extract Data from Source Systems			I		C						A						R
Review and Scrub Source Data			I	I	I						A	R		C			I
Build/Update Data Conversion Plan			R	C	C						C	I	I	I			I

Inputs	City Source data
	City Source data Documentation (if available)

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Data Conversion Plan built/updated	City Acceptance of Data Conversion Plan, if Applicable

Work package assumptions:

- Tyler will be provided with data from the Legacy system(s) in a mutually agreed upon format.
- Tyler will work with the City representatives to identify business rules before writing the conversion.
- City subject matter experts and resources most familiar with the current data will be involved in the data conversion planning effort.

6.2.5 This work package is not applicable.

6.2.6 Control Point 2: Assess & Define Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below.

Note: Advancement to the Prepare Solution Stage is dependent upon Tyler’s receipt of the Stage Acceptance.

Assess & Define Stage Deliverables:

- Documentation of future state decisions and configuration options to support future state decisions.
- Modification specification document.

- Assess & Define Stage Acceptance Criteria:
- All stage deliverables accepted based on criteria previously defined.
- Solution Orientation is delivered.
- Conversion data extracts are received by Tyler.
- Data conversion plan built.

6.3 Prepare Solution

During the Prepare Solution stage, information gathered during the Initiate & Plan and Assess & Define stages will be used to install and configure the Tyler software solution. Software configuration will be validated by the City against future state decisions defined in previous stages and processes refined as needed to ensure business requirements are met.

6.3.1 Initial System Deployment

The timely availability of the Tyler Solution is important to a successful Project implementation. The success and timeliness of subsequent work packages are contingent upon the initial system deployment of Tyler Licensed Software on an approved network and infrastructure. Delays in executing this work package can affect the project schedule.

Objectives:

- All licensed software is installed and operational.
- The City can access the software.

STAGE 3	Initial System Deployment (Hosted/SaaS)*																
	Tyler							City									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power Users)	Department Heads	End Users	Technical Leads
Prepare hosted environment			A				R				I						C
Install Licensed Software for Included Environments			A				R				I						C
Install Licensed Software on City Devices (if applicable)			I				C				A						R
Tyler System Administration			A				R				I						C

Complete City configuration tasks (where applicable)			I	C							A	R		C			
Standard interfaces configuration and training (if applicable)			A	R			C				I	C		C			C
Updates to Solution Validation testing plan			C	C							A	R		C			C

Inputs	Documentation that describes future state decisions and configuration options to support future state decisions.
--------	--

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Configured System	

Work package assumptions:

- Tyler provides guidance for configuration options available within the Tyler software. The City is responsible for making decisions when multiple options are available.

6.3.3 Process Refinement

Tyler will educate the City users on how to execute processes in the system to prepare them for the validation of the software. The City collaborates with Tyler staff iteratively to validate software configuration options to support future state.

Objectives:

- Ensure that the City understands future state processes and how to execute the processes in the software.
- Refine each process to meet the business requirements.
- Validate standard interfaces, where applicable.
- Validate forms and reports, where applicable.

STAGE 3	Process Refinement																
	Tyler								City								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Conduct process training			A	R							I	C	I	C			

Confirm process decisions			I	C						A	R	C	I	C			
Test configuration			I	C							A	R		C			
Refine configuration (City Responsible)			I	C							A	R		C			
Refine configuration (Tyler Responsible)			A	R							I	I		I			
Validate interface process and results			I	C				C			A	R		C			C
Update City-specific process documentation (if applicable)			I	C							A	R		C			
Updates to Solution Validation testing plan			C	C							A	R		C			C

Inputs	Initial Configuration
	Documentation that describes future state decisions and configuration options to support future state decisions.
	Solution validation test plan

Outputs / Deliverables	Acceptance Criteria [only] for Deliverables
Updated solution validation test plan	
Completed City-specific process documentation (completed by City)	

Work package assumptions:

- None

6.3.4 Conversion Delivery

The purpose of this task is to transition the City’s data from their source (“legacy”) system(s) to the Tyler system(s). The data will need to be mapped from the legacy system into the new Tyler system format. A well-executed data conversion is key to a successful cutover to the new system(s).

With guidance from Tyler, the City will review specific data elements within the system and identify / report discrepancies. Iteratively, Tyler will collaborate with the City to address conversion discrepancies. This process will allow for clean, reconciled data to transfer from the source system(s) to the Tyler system(s). Reference Conversion Appendix for additional detail.



Objectives:

- Data is ready for production (Conversion).

STAGE 3	Data Delivery & Conversion																
	Tyler								City								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power Users)	Department Heads	End Users	Technical Leads
Provide data crosswalks/code mapping tool			A	C	R						I	I		I			
Populate data crosswalks/code mapping tool			I	C	C						A	R		C			
Iterations: Conversion Development			A	C	R						I						I
Iterations: Deliver converted data			A		R		I				I						I
Iterations: Proof/Review data and reconcile to source system			C	C	C						A	R		C			C

Inputs	
	Data Conversion Plan
	Configuration

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Code Mapping Complete / Validated	
	Conversion Iterations / Reviews Complete	Conversion complete, verified, and ready for final pass

Work package assumptions:

- The City will provide a single file layout per source system as identified in the investment summary.
- The City subject matter experts and resources most familiar with the current data will be involved in the data conversion effort.
- The City project team will be responsible for completing the code mapping activity, with assistance from Tyler.

6.3.5 This work package is not applicable.

6.3.6 This work package is not applicable.

6.3.7 Control Point 3: Prepare Solution Stage Acceptance

Acceptance criteria for this Stage includes all criteria listed below in each Work Package.

Note: Advancement to the Production Readiness Stage is dependent upon Tyler’s receipt of the Stage Acceptance.

Prepare Solution Stage Deliverables:

- Licensed software is installed.
- Installation checklist/system document.
- Conversion iterations and reviews complete.

Prepare Solution Stage Acceptance Criteria:

- All stage deliverables accepted based on criteria previously defined.
- Software is configured.
- Solution validation test plan has been reviewed and updated if needed.

6.4 Production Readiness

Activities in the Production Readiness stage will prepare the City team for go-live through solution validation, the development of a detailed go-live plan and end user training. A readiness assessment will be conducted with the City to review the status of the project and the organizations readiness for go-live.

6.4.1 Solution Validation

Solution Validation is the end-to-end software testing activity to ensure that the City verifies all aspects of the Project (hardware, configuration, business processes, etc.) are functioning properly, and validates that all features and functions per the contract have been deployed for system use.

Objectives:

- Validate that the solution performs as indicated in the solution validation plan.
- Ensure the City organization is ready to move forward with go-live and training (if applicable).

STAGE 4	Solution Validation																
	Tyler							City									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Update Solution Validation plan			A	R	C						C	C		C			
Update test scripts (as applicable)			C	C	C						A	R		C			
Perform testing			C	C	C						A	R		C			
Document issues from testing			C	C	C						A	R		C			
Perform required follow-up on issues			A	R	C						C	C		C			

Inputs	Solution Validation plan
	Completed work product from prior stages (configuration, business process, etc.)

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Solution Validation Report	City updates report with testing results

Work package assumptions:

- Designated testing environment has been established.
- Testing includes current phase activities or deliverables only.

6.4.2 Go-Live Readiness

Tyler and the City will ensure that all requirements defined in Project planning have been completed and the Go-Live event can occur, as planned. A go-live readiness assessment will be completed identifying risks or actions items to be addressed to ensure the City has considered its ability to successfully Go-Live. Issues and

concerns will be discussed, and mitigation options documented. Tyler and the City will jointly agree to move forward with transition to production. Expectations for final preparation and critical dates for the weeks leading into and during the Go-Live week will be planned in detail and communicated to Project teams.

Objectives:

- Action plan for go-live established.
- Assess go-live readiness.
- Stakeholders informed of go-live activities.

STAGE 4	Go-Live Readiness																
	Tyler								City								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Perform Readiness Assessment	I	A	R	C	C	I	C	I	I	I	I		I				I
Conduct Go-Live planning session		A	R	C							C	C	C	C	C		C
Order peripheral hardware (if applicable)			I							A	R						C
Confirm procedures for Go-Live issue reporting & resolution		A	R	I	I	I	I				C	C	I	I	I	I	I
Develop Go-Live checklist		A	R	C	C						C	C	I	C			C
Final system infrastructure review (where applicable)			A				R				C						C

Inputs	Future state decisions
	Go-live checklist

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Updated go-live checklist	Updated Action plan and Checklist for go-live delivered to the City

Work package assumptions:

- None

6.4.3 End User Training

End User Training is a critical part of any successful software implementation. Using a training plan previously reviewed and approved, the Project team will organize and initiate the training activities.

Tyler Led: Tyler provides training for all applicable users. One or multiple occurrences of each scheduled training or implementation topic will be covered.

Tyler will provide standard application documentation for the general use of the software. It is not Tyler’s responsibility to develop City specific business process documentation. City-led training labs using City specific business process documentation if created by the City can be added to the regular training curriculum, enhancing the training experiences of the end users.

Objectives:

- End users are trained on how to use the software prior to go-live.
- The City is prepared for on-going training and support of the application.

STAGE 4	End User Training																
	Tyler							City									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Update training plan		A	R	C							C		I		C		
End User training (Tyler-led)		A	R	C							C	C	I	C	C	C	
Train-the-trainer		A	R	C							C	C	I	C			
End User training (City-led)			C	C							A	R	I	C	C	C	

Inputs	Training Plan
	List of End Users and their Roles / Job Duties
	Configured Tyler System

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	End User Training	City signoff that training was delivered

Work package assumptions:

- The City project team will work with Tyler to jointly develop a training curriculum that identifies the size, makeup, and subject-area of each of the training classes.
- Tyler will work with the City as much as possible to provide end-user training in a manner that minimizes the impact to the daily operations of City departments.
- The City will be responsible for training new users after go-live (exception—previously planned or regular training offerings by Tyler).

6.4.4 Control Point 4: Production Readiness Stage Acceptance

Acceptance criteria for this stage includes all criteria listed below. Advancement to the Production stage is dependent upon Tyler’s receipt of the stage acceptance.

Production Readiness stage deliverables:

- Solution Validation Report.
- Update go-live action plan and/or checklist.
- End user training.

Production Readiness stage acceptance criteria:

- All stage deliverables accepted based on criteria previously defined.
- Go-Live planning session conducted.

6.5 Production

Following end user training the production system will be fully enabled and made ready for daily operational use as of the scheduled date. Tyler and the City will follow the comprehensive action plan laid out during Go-Live Readiness to support go-live activities and minimize risk to the Project during go-live. Following go-live, Tyler will work with the City to verify that implementation work is concluded, post go-live activities are scheduled, and the transition to Client Services is complete for long-term operations and maintenance of the Tyler software.

6.5.1 Go-Live

Following the action plan for Go-Live, defined in the Production Readiness stage, the City and Tyler will complete work assigned to prepare for Go-Live.

The City provides final data extract and Reports from the Legacy System for data conversion and Tyler executes final conversion iteration, if applicable. If defined in the action plan, the City manually enters any data added to the Legacy System after final data extract into the Tyler system.

Tyler staff collaborates with the City during Go-Live activities. The City transitions to Tyler software for day-to day business processing.

Some training topics are better addressed following Go-Live when additional data is available in the system or based on timing of applicable business processes and will be scheduled following Go-Live per the Project Schedule.

Objectives:

- Execute day to day processing in Tyler software.
- City data available in Production environment.

STAGE 5	Go-Live	
	Tyler	City

RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power Users)	Department Heads	End Users	Technical Leads
Provide final source data extract, if applicable			C		C						A						R
Final source data pushed into production environment, if applicable			A	C	R						I	C		C			C
Proof final converted data, if applicable			C	C	C						A	R		C			
Complete Go-Live activities as defined in the Go-Live action plan			C	C	C					A	R	C	I	C			
Provide Go-Live assistance			A	R	C	C		I			C	C	I	C		I	C

Inputs	Comprehensive Action Plan for Go-Live
	Final source data (if applicable)

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Data is available in production environment	City confirms data is available in production environment

Work package assumptions:

- The City will complete activities documented in the action plan for Go-Live as scheduled.
- External stakeholders will be available to assist in supporting the interfaces associated with the Go-Live live process.
- The City business processes required for Go-Live are fully documented and tested.
- The City Project team and subject matter experts are the primary point of contact for the end users when reporting issues during Go-Live.
- The City Project Team and Power User’s provide business process context to the end users during Go-Live.

6.5.2 Transition to Client Services

This work package signals the conclusion of implementation activities for the Phase or Project with the exception of agreed-upon post Go-Live activities. The Tyler project manager(s) schedules a formal transition of the City onto the Tyler Client Services team, who provides the City with assistance following Go-Live, officially transitioning the City to operations and maintenance.

Objectives:

- Ensure no critical issues remain for the project teams to resolve.
- Confirm proper knowledge transfer to the City teams for key processes and subject areas.

STAGE 5	Transition to Client Services																
	Tyler							City									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Transfer City to Client Services and review issue reporting and resolution processes	I	I	A	I	I			R	I	I	C	C		C			
Review long term maintenance and continuous improvement			A					R			C	C		C			

Inputs	Open item/issues List
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Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Client Services Support Document	

Work package assumptions:

- No material project issues remain without assignment and plan.

6.5.3 Post Go-Live Activities

Some implementation activities are provided post-production due to the timing of business processes, the requirement of actual production data to complete the activities, or the requirement of the system being used in a live production state.

Objectives:

- Schedule activities that are planned for after Go-Live.
- Ensure issues have been resolved or are planned for resolution before phase or project close.

STAGE 5	Post Go-Live Activities	
	Tyler	City

RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Schedule contracted activities that are planned for delivery after go-live		A	R	C	C	C	C	I			C	C	I	C			C
Determine resolution plan in preparation for phase or project close out		A	R	C	C	C		I			C	C	I	C			

Inputs	List of post Go-Live activities
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Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Updated issues log	

Work package assumptions:

- System is being used in a live production state.

6.5.4 Control Point 5: Production Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below:

- Advancement to the Close stage is not dependent upon Tyler’s receipt of this Stage Acceptance.
- Converted data is available in production environment.

Production Stage Acceptance Criteria:

- All stage deliverables accepted based on criteria previously defined.
- Go-Live activities defined in the Go-Live action plan completed.
- Client services support document is provided.

6.6 Close

The Close stage signifies full implementation of all products purchased and encompassed in the Phase or Project. The City transitions to the next cycle of their relationship with Tyler (next Phase of implementation or long-term relationship with Tyler Client Services).

6.6.1 Phase Closeout

This work package represents Phase completion and signals the conclusion of implementation activities for the Phase. The Tyler Client Services team will assume ongoing support of the City for systems implemented in the Phase.

Objectives:

- Agreement from Tyler and the City teams that activities within this phase are complete.

STAGE 6	Phase Close Out																
	Tyler							City									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power Users)	Department Heads	End Users	Technical Leads
Reconcile project budget and status of contract Deliverables	I	A	R						I	I	C						
Hold post phase review meeting		A	R	C	C	C	C				C	C	C	C			C
Release phase-dependent Tyler project resources	A	R	I								I						

Participants	Tyler	City
	Project Leadership	Project Manager
	Project Manager	Project Sponsor(s)
	Implementation Consultants	Functional Leads, Power Users, Technical Leads
	Technical Consultants (Conversion, Deployment, Development)	
	Client Services	

Inputs	
	Contract
	Statement of Work
	Project artifacts

Outputs / Deliverables	Acceptance Criteria [only] for Deliverables
Final action plan (for outstanding items)	
Reconciliation Report	
Post Phase Review	

Work package assumptions:

- Tyler deliverables for the phase have been completed.

6.6.2 Project Closeout

Completion of this work package signifies final acceptance and formal closing of the Project.

At this time the City may choose to begin working with Client Services to look at continuous improvement Projects, building on the completed solution.

Objectives:

- Confirm no critical issues remain for the project teams to resolve.
- Determine proper knowledge transfer to the City teams for key processes and subject areas has occurred.
- Verify all deliverables included in the Agreement are delivered.

STAGE 6	Project Close Out																
	Tyler								City								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Conduct post project review		A	R	C	C	C	C				C	C	C	C			C
Deliver post project report to City and Tyler leadership	I	A	R						I	I	C						
Release Tyler project resources	A	R	I								I						

Inputs	Contract
	Statement of Work

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Post Project Report	City acceptance; Completed report indicating all project Deliverables and milestones have been completed

Work package assumptions:

- All project implementation activities have been completed and approved.

- No critical project issues remain that have not been documented and assigned.
- Final project budget has been reconciled and invoiced.
- All Tyler deliverables have been completed.

6.6.3 Control Point 6: Close Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below.

Close Stage Deliverables:

- Post Project Report.

Close Stage Acceptance Criteria:

- Completed report indicating all Project deliverables and milestones have been completed.

7. General Assumptions

Tyler and the City will use this SOW as a guide for managing the implementation of the Tyler Project as provided and described in the Agreement. There are a few assumptions which, when acknowledged and adhered to, will support a successful implementation. Assumptions related to specific work packages are documented throughout the SOW. Included here are general assumptions which should be considered throughout the overall implementation process.

7.1 Project

- Project activities will begin after the Agreement has been fully executed.
- The City Project Team will complete their necessary assignments in a mutually agreed upon timeframe to meet the scheduled go-live date, as outlined in the Project Schedule.
- Sessions will be scheduled and conducted at a mutually agreeable time.
- Additional services, software modules and modifications not described in the SOW or Agreement will be considered a change to this Project and will require a Change Request Form as previously referenced in the definition of the Change Control Process.
- Tyler will provide a written agenda and notice of any prerequisites to the City project manager(s) ten (10) business days or as otherwise mutually agreed upon time frame prior to any scheduled on-site or remote sessions, as applicable.
- Tyler will provide guidance for configuration and processing options available within the Tyler software. If multiple options are presented by Tyler, the City is responsible for making decisions based on the options available.
- Implementation of new software may require changes to existing processes, both business and technical, requiring the City to make process changes.
- The City is responsible for defining, documenting, and implementing their policies that result from any business process changes.

7.2 Organizational Change Management

Unless otherwise contracted by Tyler, City is responsible for managing Organizational Change. Impacted City resources will need consistent coaching and reassurance from their leadership team to embrace and accept the changes being imposed by the move to new software. An important part of change is ensuring that impacted City resources understand the value of the change, and why they are being asked to change.

7.3 Resources and Scheduling

- City resources will participate in scheduled activities as assigned in the Project Schedule.
- The City team will complete prerequisites prior to applicable scheduled activities. Failure to do so may affect the schedule.
- Tyler and the City will provide resources to support the efforts to complete the Project as scheduled and within the constraints of the Project budget.
- Abbreviated timelines and overlapped Phases require sufficient resources to complete all required work as scheduled.
- Changes to the Project Schedule, availability of resources or changes in Scope will be requested through a Change Request. Impacts to the triple constraints (scope, budget, and schedule) will be assessed and documented as part of the change control process.
- The City will ensure assigned resources will follow the change control process and possess the required business knowledge to complete their assigned tasks successfully. Should there be a change in resources, the replacement resource should have a comparable level of availability, change control process buy-in, and knowledge.
- The City makes timely Project related decisions to achieve scheduled due dates on tasks and prepare for subsequent training sessions. Failure to do so may affect the schedule, as each analysis and implementation session is dependent on the decisions made in prior sessions.
- The City will respond to information requests in a comprehensive and timely manner, in accordance with the Project Schedule.
- The City will provide adequate meeting space or facilities, including appropriate system connectivity, to the project teams including Tyler team members.
- For on-site visits, Tyler will identify a travel schedule that balances the needs of the project and the employee.

7.4 Data

- Data will be converted as provided and Tyler will not create data that does not exist.
- The City is responsible for the quality of legacy data and for cleaning or scrubbing erroneous legacy data.
- Tyler will work closely with the City representatives to identify business rules before writing the conversion. The City must confirm that all known data mapping from source to target have been identified and documented before Tyler writes the conversion.
- All in-scope source data is in data extract(s).
- Each legacy system data file submitted for conversion includes all associated records in a single approved file layout.
- The City will provide the legacy system data extract in the same format for each iteration unless changes are mutually agreed upon in advance. If not, negative impacts to the schedule, budget and resource availability may occur and/or data in the new system may be incorrect.
- The City Project Team is responsible for reviewing the converted data and reporting issues during each iteration, with assistance from Tyler.
- The City is responsible for providing or entering test data (e.g., data for training, testing interfaces, etc.)

7.5 Facilities

- The City will provide dedicated space for Tyler staff to work with City resources for both on-site and remote sessions. If Phases overlap, City will provide multiple training facilities to allow for independent sessions scheduling without conflict.
- The City will provide staff with a location to practice what they have learned without distraction.

8. Glossary

Word or Term	Definition
Acceptance	Confirming that the output or deliverable is suitable and conforms to the agreed upon criteria.
Accountable	The one who ultimately ensures a task or deliverable is completed; the one who ensures the prerequisites of the task are met and who delegates the work to those responsible. [Also see RACI]
Application	A computer program designed to perform a group of coordinated functions, tasks, or activities for the benefit of the user.
Application Programming Interface (API)	A defined set of tools/methods to pass data to and received data from Tyler software products
Agreement	This executed legal contract that defines the products and services to be implemented or performed.
Business Process	The practices, policy, procedure, guidelines, or functionality that the client uses to complete a specific job function.
Business Requirements Document	A specification document used to describe Client requirements for contracted software modifications.
Change Request	A form used as part of the Change Control process whereby changes in the scope of work, timeline, resources, and/or budget are documented and agreed upon by participating parties.
Change Management	Guides how we prepare, equip and support individuals to successfully adopt change in order to drive organizational success & outcomes
Code Mapping [where applicable]	An activity that occurs during the data conversion process whereby users equate data (field level) values from the old system to the values available in the new system. These may be one to one or many to one. Example: Old System [Field = eye color] [values = BL, Blu, Blue] maps to New Tyler System [Field = Eye Color] [value = Blue].
Consulted	Those whose opinions are sought, typically subject matter experts, and with whom there is two-way communication. [Also see RACI]
Control Point	This activity occurs at the end of each stage and serves as a formal and intentional opportunity to review stage deliverables and required acceptance criteria for the stage have been met.
Data Mapping [where applicable]	The activity determining and documenting where data from the legacy system will be placed in the new system; this typically involves prior data analysis to understand how the data is currently used in the legacy system and how it will be used in the new system.
Deliverable	A verifiable document or service produced as part of the Project, as defined in the work packages.
Go-Live	The point in time when the Client is using the Tyler software to conduct daily operations in Production.
Informed	Those who are kept up-to-date on progress, often only on completion of the task or deliverable, and with whom there is just one-way communication. [Also see RACI]

Infrastructure	The composite hardware, network resources and services required for the existence, operation, and management of the Tyler software.
Interface	A connection to and potential exchange of data with an external system or application. Interfaces may be one way, with data leaving the Tyler system to another system or data entering Tyler from another system, or they may be bi-directional with data both leaving and entering Tyler and another system.
Integration	A standard exchange or sharing of common data within the Tyler system or between Tyler applications
Legacy System	The software from which a client is converting.
Modification	Custom enhancement of Tyler’s existing software to provide features or functions to meet individual client requirements documented within the scope of the Agreement.
On-site	Indicates the work location is at one or more of the client’s physical office or work environments.
Organizational Change	The process of changing an organization's strategies, processes, procedures, technologies, and culture, as well as the effect of such changes on the organization.
Output	A product, result or service generated by a process.
Peripheral devices	An auxiliary device that connects to and works with the computer in some way. Some examples: scanner, digital camera, printer.
Phase	A portion of the Project in which specific set of related applications are typically implemented. Phases each have an independent start, Go-Live and closure dates but use the same Implementation Plans as other Phases of the Project. Phases may overlap or be sequential and may have different Tyler resources assigned.
Project	The delivery of the software and services per the agreement and the Statement of Work. A Project may be broken down into multiple Phases.
RACI	A matrix describing the level of participation by various roles in completing tasks or Deliverables for a Project or process. Individuals or groups are assigned one and only one of the following roles for a given task: Responsible (R), Accountable (A), Consulted (C), or Informed (I).
Remote	Indicates the work location is at one or more of Tyler’s physical offices or work environments.
Responsible	Those who ensure a task is completed, either by themselves or delegating to another resource. [Also see RACI]
Scope	Products and services that are included in the Agreement.

Solution	The implementation of the contracted software product(s) resulting in the connected system allowing users to meet Project goals and gain anticipated efficiencies.
Stage	The top-level components of the WBS. Each Stage is repeated for individual Phases of the Project.
Standard	Software functionality that is included in the base software (off-the-shelf) package; is not customized or modified.
Statement of Work (SOW)	Document which will provide supporting detail to the Agreement defining Project-specific activities, services, and Deliverables.
System	The collective group of software and hardware that is used by the organization to conduct business.
Test Scripts	The steps or sequence of steps that will be used to validate or confirm a piece of functionality, configuration, enhancement, or Use Case Scenario.
Training Plan	Document(s) that indicate how and when users of the system will be trained relevant to their role in the implementation or use of the system.
Validation (or to validate)	The process of testing and approving that a specific Deliverable, process, program, or product is working as expected.
Work Breakdown Structure (WBS)	A hierarchical representation of a Project or Phase broken down into smaller, more manageable components.
Work Package	A group of related tasks within a project.

Part 4: Appendices

9. Conversion

9.1 ERP Pro Utility Billing Conversion Summary

9.1.1 Utility Billing - Standard

- Utility Contact Information
- Utility Mailing and Billing Addresses
- Utility Parcels
- Account Master - (Average monthly payment, deposits, bank drafts, comments/notes)
- Meters/Services
- Transaction History – Includes current year plus one prior year
- Read History

9.1.2 Utility Billing – Legacy/Historical Views

- Unlimited historical transactions provided by the City can be converted by Tyler into historical views

9.2 ERP Pro Financials Conversion Summary

9.2.1 General Ledger

Standard Conversion Includes:

- Full chart of accounts listing, descriptions, and corresponding account types
- Element (segment) values and descriptions
- Unlimited historical transactions as provided by client.

NOTE: Summarized budget figures for current fiscal year and historical years can be imported into the system from Excel. The City is ultimately responsible for producing the budget figures in Excel and verifying the results. Training will be provided on how to import budgets from Excel.

NOTE: Summarized beginning balance sheet entries, as well as summarized fiscal year activity entries, can be imported into the system from Excel for the current year. The City is ultimately responsible for producing the entries in Excel and verifying the results. Training will be provided on how to import JEs from Excel.

9.2.2 Accounts Payable

Standard Conversion Includes:

- Vendor master information, address, primary contact, and **NOTES**
- Unlimited historical transactions as provided by client.

NOTE: 1099 balances and non-1099 balances can be imported into the system using a standard import available to the City from Excel. The City will ultimately be responsible for creating the Excel spreadsheet and verifying the results. Training will be provided on how to import balances from Excel.

9.2.3 Personnel Management

Standard Conversion Includes:

- Basic employee information – employee master, address, primary contact, dates, phone numbers, dependents, **NOTES**
- Current direct deposit bank information
- Federal and state tax withholding information
- Unlimited historical transactions provided by client.

NOTE: Employee positions/deductions will be created according to recommended best business practices.

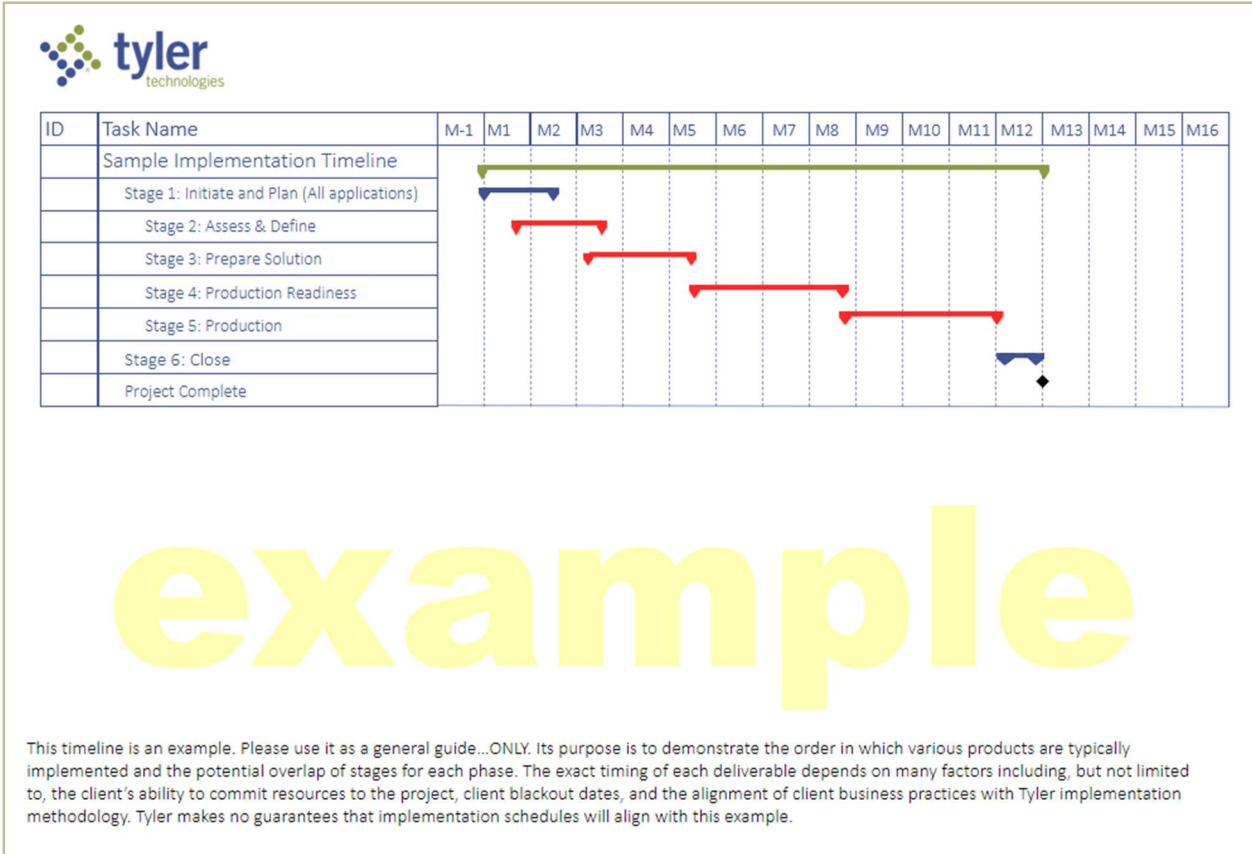
NOTE: Clients going live on payroll mid-calendar year will have the option to import or enter quarterly employee payroll history to meet federal and state reporting requirements giving the ability to create a single set of W-2's at calendar year end. The City will ultimately be responsible for entering in the quarterly employee payroll history and verifying the results. Training will be provided on how to enter in this information.

10. Additional Appendices

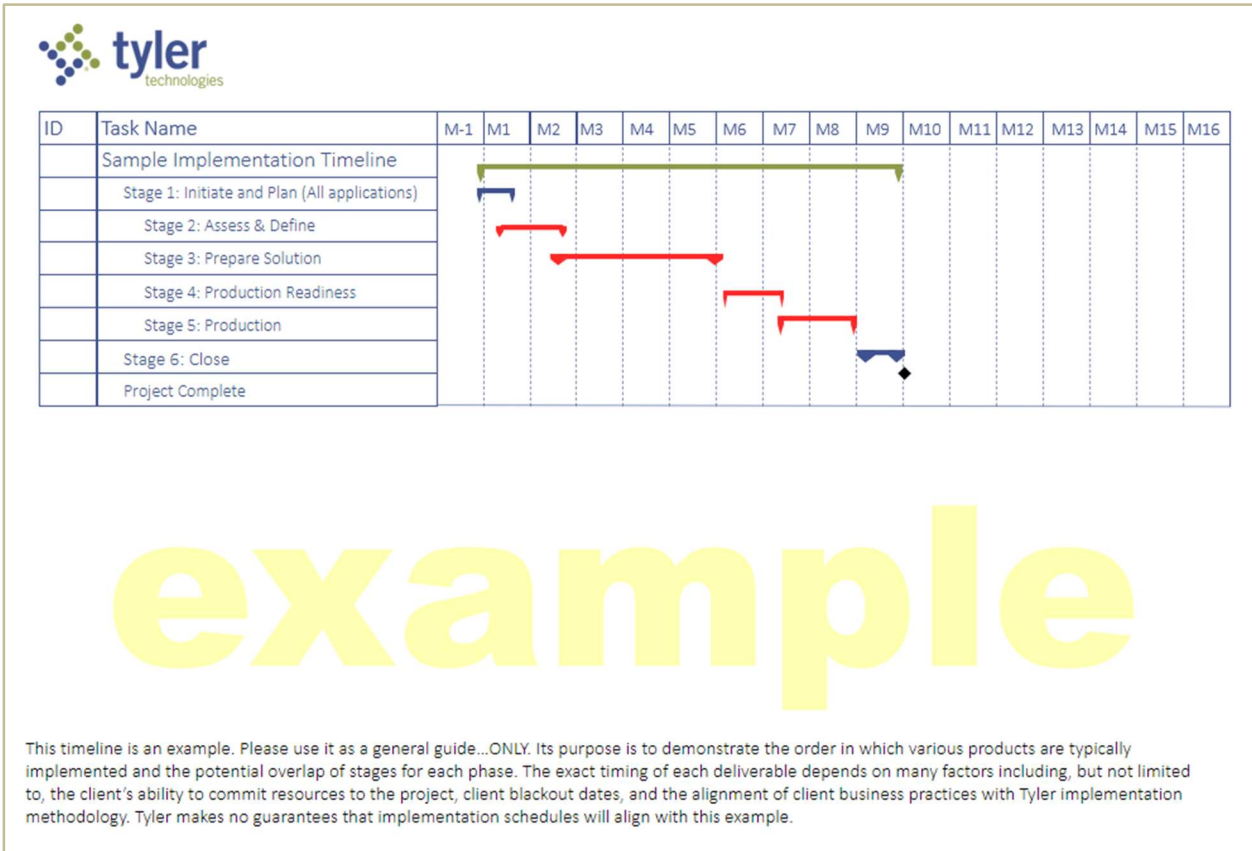
10.1 This work package is not applicable.

11. Project Timeline

11.1 ERP Pro Financial Management Timeline



11.2 ERP Pro Utility Billing Timeline



11.3 This work package is not applicable.

Why



Thank you again for your time and allowing us the opportunity to partner with Sutter Creek. I'm extremely excited about the possibility of moving you into a future that addresses your concerns not just today, and tomorrow, but for all your tomorrows to come.

As we've walked through this process the question, I believe I must attempt to answer is "Why Tyler?" Being perhaps inordinately concise, here's what I came up with. My focus throughout this adventure with you has been on solving your concerns and demonstrating how our software can help. As I've mentioned before I identified 3 key areas of concern:

1. Unified/Integrated ERP Solution: Tyler offers a comprehensive solution that eliminates the need for multiple software applications, reducing data entry errors and streamlining processes. Our Virtual Implementations have significantly shortened implementation times, especially in today's challenging hiring climate. They provide increased flexibility, allow you to continue to perform your crucial roles and reduce costs.
2. Transformative Solutions: Tyler's technology is designed to be both powerful and user-friendly. We provide integrated solutions, such as My Civic, allowing users to handle city business effortlessly. With over 700 report options, our offerings eliminate the need for third-party vendors, simplifying your operations.
3. Long-Term Partnership: Trust and longevity are crucial. In a rapidly changing industry, Tyler is committed to being a reliable partner now and in the future. solution.

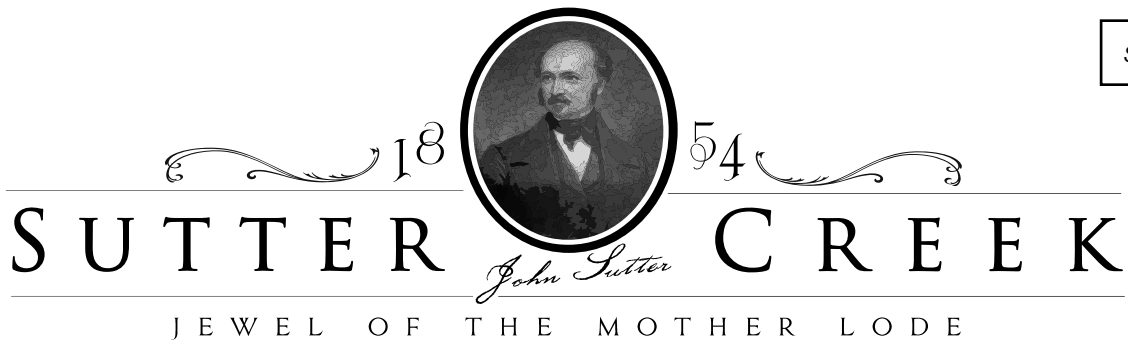


Mock-up of Sutter Creek's My Civic app Homepage



Additionally, our Software as a Service (SaaS) model provides numerous benefits, including:

- Remote access for employees from any device.
- Enhanced customer service with online bill payments and business transactions.
- Strengthened data security and disaster protection.
- Cost-effective subscription pricing.
- Significant reductions in paper usage.
- Tyler has decades of experience, ensuring you're not part of a new experiment but rather a proven solution.



STAFF REPORT

TO: THE HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

MEETING DATE: OCTOBER 7, 2024

FROM: TOM DUBOIS, CITY MANAGER

SUBJECT: CAPITAL IMPROVEMENT PROJECTS (CIP) PRIORITIES

RECOMMENDATION:

Review staff prioritization of projects in the CIP plan and confirm list or suggest other priorities.

BACKGROUND:

Staff is preparing a CIP plan in support of the updated Nexus Study for development impact fees. We are required by state law to show which capital projects will be funded over the next five years by any impact fees collected, once sufficient funds are accumulated.

Currently our projects far overwhelm available funding. However, if development projects are approved, we want to have a plan in place so that we can legally retain and use those impact fees. If the situation were to change, and we suddenly had even more impact fees, we would pull projects out of the appendix into the active list over the following five years.

Based on council feedback on priorities, staff will return with a completed CIP for council approve prior to the nexus study setting development impact fees. Once both the CIP and the Nexus study are completed, we will have defensible impact fees in place that will apply to future projects.

DISCUSSION:

What Are Impact Fees?

California Government Code §66000 allows a local jurisdiction to establish an impact fee to mitigate the impacts of new development. These fees may be used for the purchase, construction, expansion, rehabilitation, or acquisition of public facilities, and must be consistent with the adopted fee program, which is updated every five years.

Establishing An Impact Fee Program

The City of Sutter Creek (“City”) impact fee program, more commonly known as the Capital Facilities Fees Program (“CFF Program”), was established in 2008. Impact fees imposed on new development must have the proper nexus to any project on which they are imposed. The CFF Program sets forth the relationship between contemplated future developments, facilities needed to serve future development and the estimated cost of those improvements based on the current General Plan for build-out.

Adoption of a Capital Improvement Program (CIP)

California Government Code §66002 requires local agencies that have implemented an impact fee program to adopt a Capital Improvement Program (CIP) indicating the approximate location, size, and time of projects, plus an estimate for the costs of all facilities or improvements to be financed by the impact fees. At a minimum, a formal CIP is recommended as a five-year plan.

The City's CIP connects annual capital expenditures to a long-range plan for public improvements. The City's CIP also assists in maximizing the funds available, connecting the plan for public improvements to the City's capacity for funding, and projecting expenditures over a period of years. This type of fiscal management is particularly important during periods where budgetary demands exceed financial resources. The City's CIP is financed in part by the impact fees collected through the CFF Program.

The City of Sutter Creek currently collected impact fees from new developments in the following categories.

Police Capital Facilities Fee

This fee is collected to provide funding for the construction of a police station, police vehicles, police parking facilities, communication systems, and equipment.

Fire Capital Facilities Fee

This fee is collected for construction of a new fire facility, fire trucks, a fire engine, and special equipment.

Historical Fee

This fee is collected to fund the City's General Plan policy of preserving historic structures in the City.

City Hall Capital Facilities Fee

This fee is collected to provide funding for the construction of a new city hall.

Corporation Yard Capital Facilities Fees

This fee is collected to provide funding for a fair-share portion of the cost to construct facilities for a new corporation yard.

Program Update Fee

This fee is collected for future updates of the Nexus Study to ensure that the facilities, costs, and fees in the Fee Program are current and accurate.

Administration Capital Facilities Fee

This fee is collected for the administration of the Capital Facility Fee Program itself. This includes preparation of an Annual CFF Program Report, preparation of a Five-Year CFF Report, day-to-day management of the CFF Program including preparation of annual CIP budgets, CFF Program annual inflationary updates, land value analyses and updates and CFF Program Proformas.

Traffic Mitigation Fee

There are two traffic mitigation fees collected, one for local and the other for regional. The local fee is collected to offset the direct, indirect, and cumulative impacts of new development projects upon the City of Sutter Creek's road systems. The regional fee is collected for the Amador County Transportation Commission (ACTC).

Parks and Recreation Fee

This fee is collected to provide funding for parks, recreational buildings and master plan updates.

Section 9, Item D.

Sewer Connection Fee

This fee is collected to provide funding for the city's sewer facilities.

Going forward, the City is looking to simplify the Impact fee structure. Staff is planning to combine the Historic, City Hall, and Corporate Yard Fees into a single Public Facility Fee. The Program Update and Admin Fees will combine into a single Admin fee.

Prioritization of the CIP

Looking at the list of capital projects, we have prioritized the top dozen or so projects, with some that fall into each impact fee category. We can't prioritize only street projects for example, because we would then have no use for the non-street impact fees, and would be able to collect those other categories. The goal here is to show a variety of projects that need funding and how the funds would be prioritized over the next five years.

Staff is asking for Council to review the list of projects and give us your feedback on whether Staff has correctly identified the top priorities, or you believe a different project should be elevated and replace one of the top projects. Staff is looking for a majority council opinion in order to have a definite list we can bring back in the CIP for approval at a later date.

BUDGET IMPACT:

We are using a LEAP grant to fund the Nexus study. The work by the City engineer in helping develop the CIP is funded out of the general fund budget as part of the City Engineer's annual duties.

ATTACHMENT:

Attachment A – Priority Capital Projects to be funded in next five years

Attachments B – Other Capital Projects to be funded in the future when funds are available.

PRIORITY CIP PROJECTS
With 5 year Funding Program

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Spanish Street Overlay

Description

This project will construct a 2" asphalt concrete overlay and drainage improvements from North Amelia Street to Main Street.

Project Justification

This project will enhance pedestrian and vehicular traffic. This project was identified by City Staff and the Pavement Management Program Report – Pavement Condition Index (PCI) = 34-44.

Notes

Estimated Project Costs

Type of Expenditure	Expenses prior to FY 24/25	FY 24/25	FY 25/26	FY 26/27	FY 27/28	FY 27/28	Future \$	Total
Surveying	-	-	-	-	-	-	-	-
Preliminary Engineering	-	-	-	-	-	-	-	-
Environmental	-	-	-	-	-	-	-	-
Right of Way	-	-	-	-	-	-	-	-
Construction Management	-	-	-	-	-	-	-	-
Construction	-	-	-	-	-	-	-	-
Total Capital Costs	-	-	-	-	-	-	-	-

Method(s) of Financing

Type of Expenditure	Expenses prior to FY 24/25	FY 24/25	FY 25/26	FY 26/27	FY 27/28	FY 27/28	Future \$	Total
General Fund	-	-	-	-	-	-	-	-
Unsecured Fund	-	-	-	-	-	-	-	-
Enterprise Fund	-	-	-	-	-	-	-	-
Capital Project Fund	-	-	-	-	-	-	-	-
Local Sales Tax	-	-	-	-	-	-	-	-
Total Program Financing								

Spanish Street Overlay

Project Location Map



Sutter Hill Road Overlay

Description

This project will construct a 2" asphalt concrete overlay and drainage improvements from Main Street to Eureka Road.

Project Justification

This project will enhance vehicular traffic. This project was identified by City Staff.

Notes

Estimated Project Costs

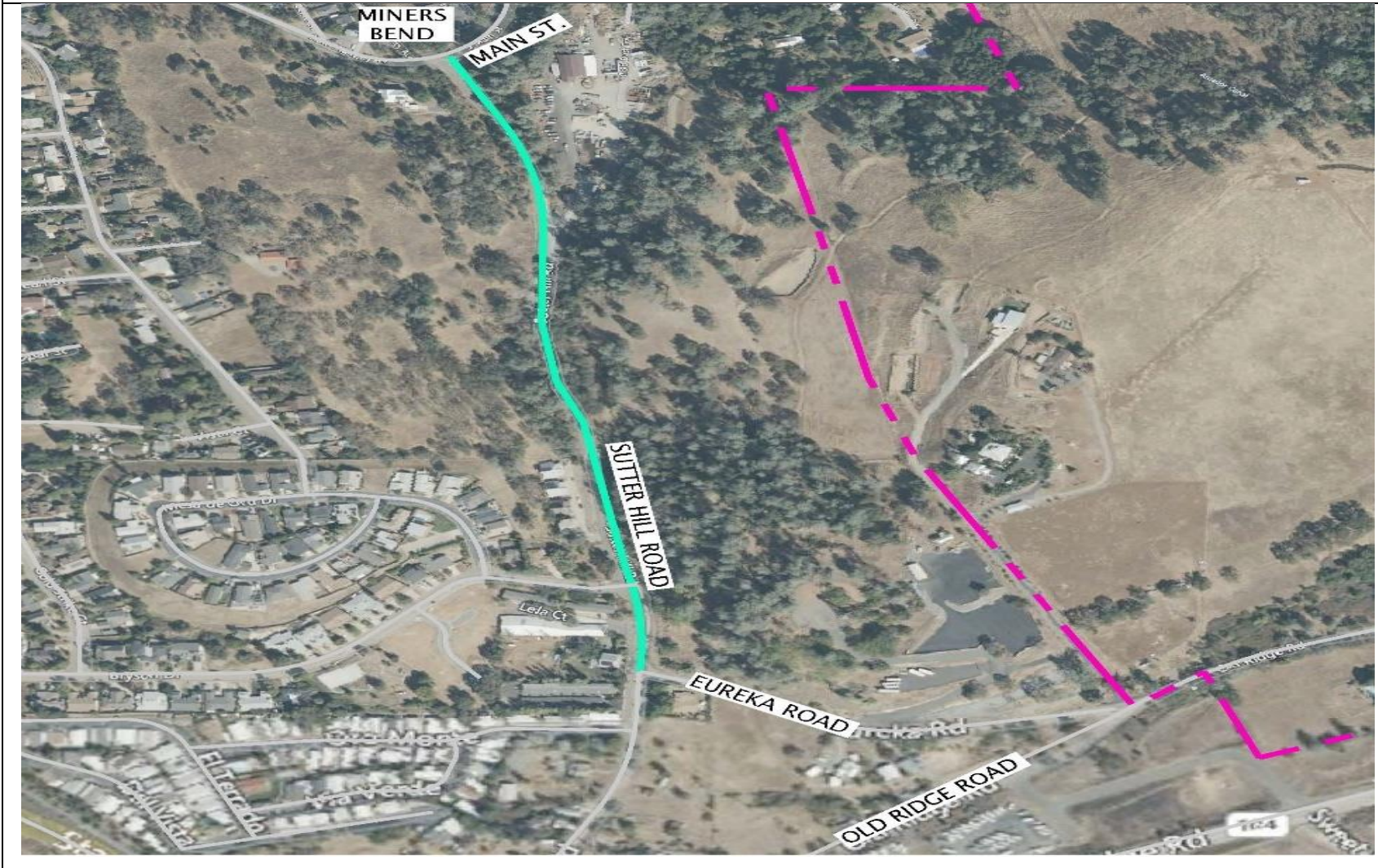
Type of Expenditure	Expenses prior to FY 24/25	FY 24/25	FY 25/26	FY 26/27	FY 27/28	FY 27/28	Future \$	Total
Surveying	-	-	-	-	-	-	-	-
Preliminary Engineering	-	-	-	-	-	-	-	-
Environmental	-	-	-	-	-	-	-	-
Right of Way	-	-	-	-	-	-	-	-
Construction Management	-	-	-	-	-	-	-	-
Construction	-	-	-	-	-	-	-	-
Total Capital Costs	-	-	-	-	-	-	-	-

Method(s) of Financing

Type of Expenditure	Expenses prior to FY 24/25	FY 24/25	FY 25/26	FY 26/27	FY 27/28	FY 27/28	Future \$	Total
General Fund	-	-	-	-	-	-	-	-
Unsecured Fund	-	-	-	-	-	-	-	-
Enterprise Fund	-	-	-	-	-	-	-	-
Capital Project Fund	-	-	-	-	-	-	-	-
Local Sales Tax	-	-	-	-	-	-	-	-
Total Program Financing								

Sutter Hill Road Overlay

Project Location Map



Gopher Flat Road Overlay

Description

This project will construct a 2" asphalt concrete overlay, ADA and drainage improvements from Main Street to Cole Street.

Project Justification

This project will enhance pedestrian and vehicular traffic. This project was identified by City Staff and Table 3.14 of the Circulation Element (Project ID MM-1).

Notes

Estimated Project Costs

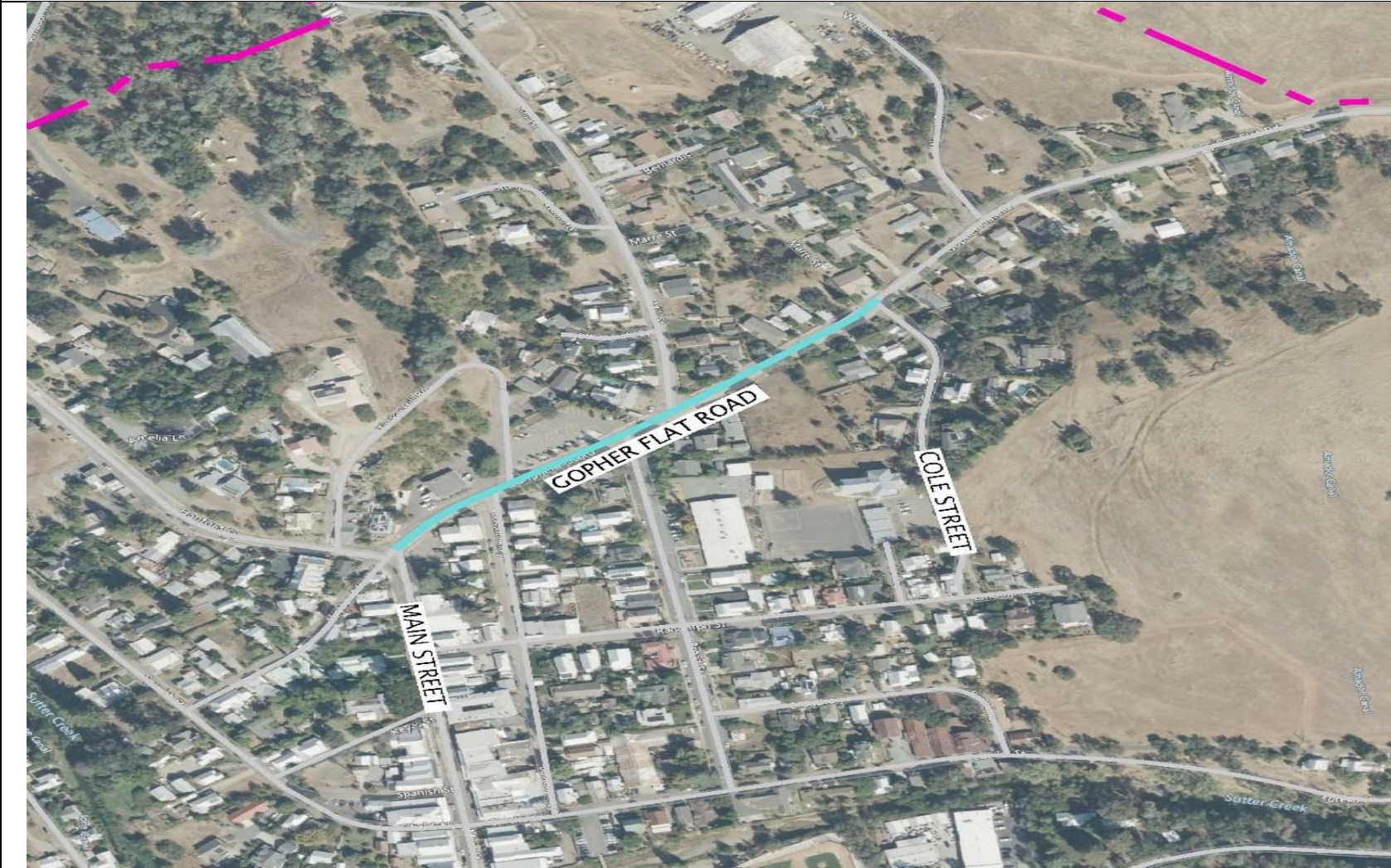
Type of Expenditure	Expenses prior to FY 24/25	FY 24/25	FY 25/26	FY 26/27	FY 27/28	FY 27/28	Future \$	Total
Surveying	-	-	-	-	-	-	-	-
Preliminary Engineering	-	-	-	-	-	-	-	-
Environmental	-	-	-	-	-	-	-	-
Right of Way	-	-	-	-	-	-	-	-
Construction Management	-	-	-	-	-	-	-	-
Construction	-	-	-	-	-	-	-	-
Total Capital Costs	-	-	-	-	-	-	-	-

Method(s) of Financing

Type of Expenditure	Expenses prior to FY 24/25	FY 24/25	FY 25/26	FY 26/27	FY 27/28	FY 27/28	Future \$	Total
General Fund	-	-	-	-	-	-	-	-
Unsecured Fund	-	-	-	-	-	-	-	-
Enterprise Fund	-	-	-	-	-	-	-	-
Capital Project Fund	-	-	-	-	-	-	-	-
Local Sales Tax	-	-	-	-	-	-	-	-
Total Program Financing								

Gopher Flat Road Overlay

Project Location Map



Fifield Alley / Keyes St. / Hayden Alley Overlay

Description

This project will construct a 2" asphalt concrete overlay and drainage improvements on side streets.

Project Justification

This project will enhance pedestrian and vehicular traffic. This project was identified by City Staff.

Notes

Estimated Project Costs

Type of Expenditure	Expenses prior to FY 24/25	FY 24/25	FY 25/26	FY 26/27	FY 27/28	FY 27/28	Future \$	Total
Surveying	-	-	-	-	-	-	-	-
Preliminary Engineering	-	-	-	-	-	-	-	-
Environmental	-	-	-	-	-	-	-	-
Right of Way	-	-	-	-	-	-	-	-
Construction Management	-	-	-	-	-	-	-	-
Construction	-	-	-	-	-	-	-	-
Total Capital Costs	-	-	-	-	-	-	-	-

Method(s) of Financing

Type of Expenditure	Expenses prior to FY 24/25	FY 24/25	FY 25/26	FY 26/27	FY 27/28	FY 27/28	Future \$	Total
General Fund	-	-	-	-	-	-	-	-
Unsecured Fund	-	-	-	-	-	-	-	-
Enterprise Fund	-	-	-	-	-	-	-	-
Capital Project Fund	-	-	-	-	-	-	-	-
Local Sales Tax	-	-	-	-	-	-	-	-
Total Program Financing								

Fifield Alley / Keyes St. / Hayden Alley Overlay

Project Location Map



Solar Power at City Hall - Roof Option

Description

Lease with solar company to install solar panels on City Hall Roof to offset power useage at City Hall.

Project Justification

This project was identified by City Staff.

Notes

Estimated Project Costs

Type of Expenditure	Expenses prior to FY 24/25	FY 24/25	FY 25/26	FY 26/27	FY 27/28	FY 27/28	Future \$	Total
Surveying	-	-	-	-	-	-	-	-
Preliminary Engineering	-	-	-	-	-	-	-	-
Environmental	-	-	-	-	-	-	-	-
Right of Way	-	-	-	-	-	-	-	-
Construction Management	-	-	-	-	-	-	-	-
Construction	-	-	-	-	-	-	-	-
Total Capital Costs	-	-	-	-	-	-	-	-

Method(s) of Financing

Type of Expenditure	Expenses prior to FY 24/25	FY 24/25	FY 25/26	FY 26/27	FY 27/28	FY 27/28	Future \$	Total
General Fund	-	-	-	-	-	-	-	-
Unsecured Fund	-	-	-	-	-	-	-	-
Enterprise Fund	-	-	-	-	-	-	-	-
Capital Project Fund	-	-	-	-	-	-	-	-
Local Sales Tax	-	-	-	-	-	-	-	-
Total Program Financing								

Solar Power at City Hall (Roof Option)

Project Location Map



Solar Power at Community Center

Description

Lease with solar company to install solar panels on City Community Center Roof to offset power useage at City Community Center.

Project Justification

This project was identified by City Staff.

Notes

Estimated Project Costs

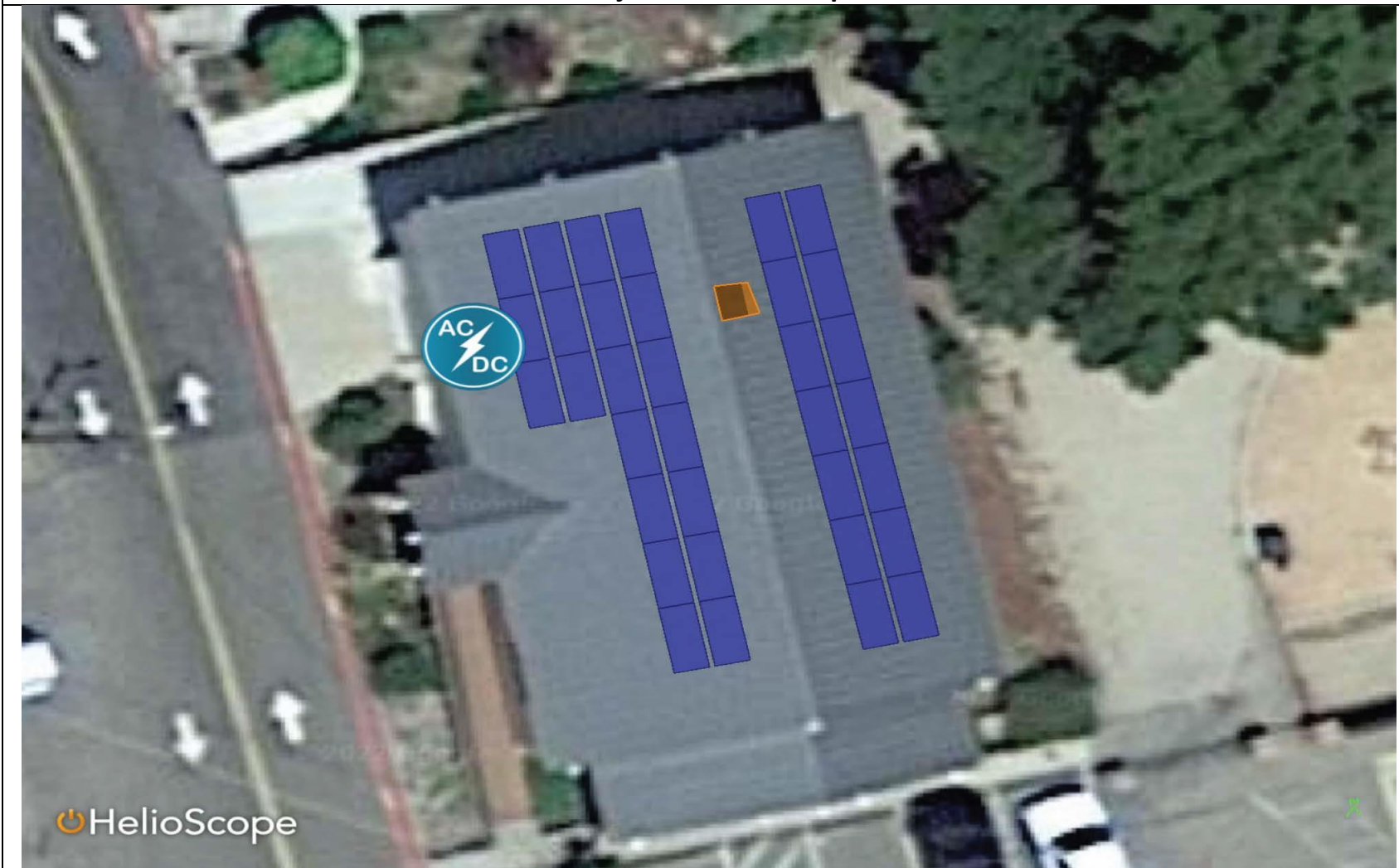
Type of Expenditure	Expenses prior to FY 24/25	FY 24/25	FY 25/26	FY 26/27	FY 27/28	FY 27/28	Future \$	Total
Surveying	-	-	-	-	-	-	-	-
Preliminary Engineering	-	-	-	-	-	-	-	-
Environmental	-	-	-	-	-	-	-	-
Right of Way	-	-	-	-	-	-	-	-
Construction Management	-	-	-	-	-	-	-	-
Construction	-	-	-	-	-	-	-	-
Total Capital Costs	-	-	-	-	-	-	-	-

Method(s) of Financing

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Unsecured Fund	-	-	-	-	-	-	-	-
Enterprise Fund	-	-	-	-	-	-	-	-
Capital Project Fund	-	-	-	-	-	-	-	-
Local Sales Tax	-	-	-	-	-	-	-	-
Total Program Financing								

Solar Power at Community Center

Project Location Map



Restroom – 8’x8’ at Bryson Park

Description

Install a 8’ wide x 8’ long restroom at Bryson Park.

Project Justification

This project was identified by City Staff.

Notes

Estimated Project Costs

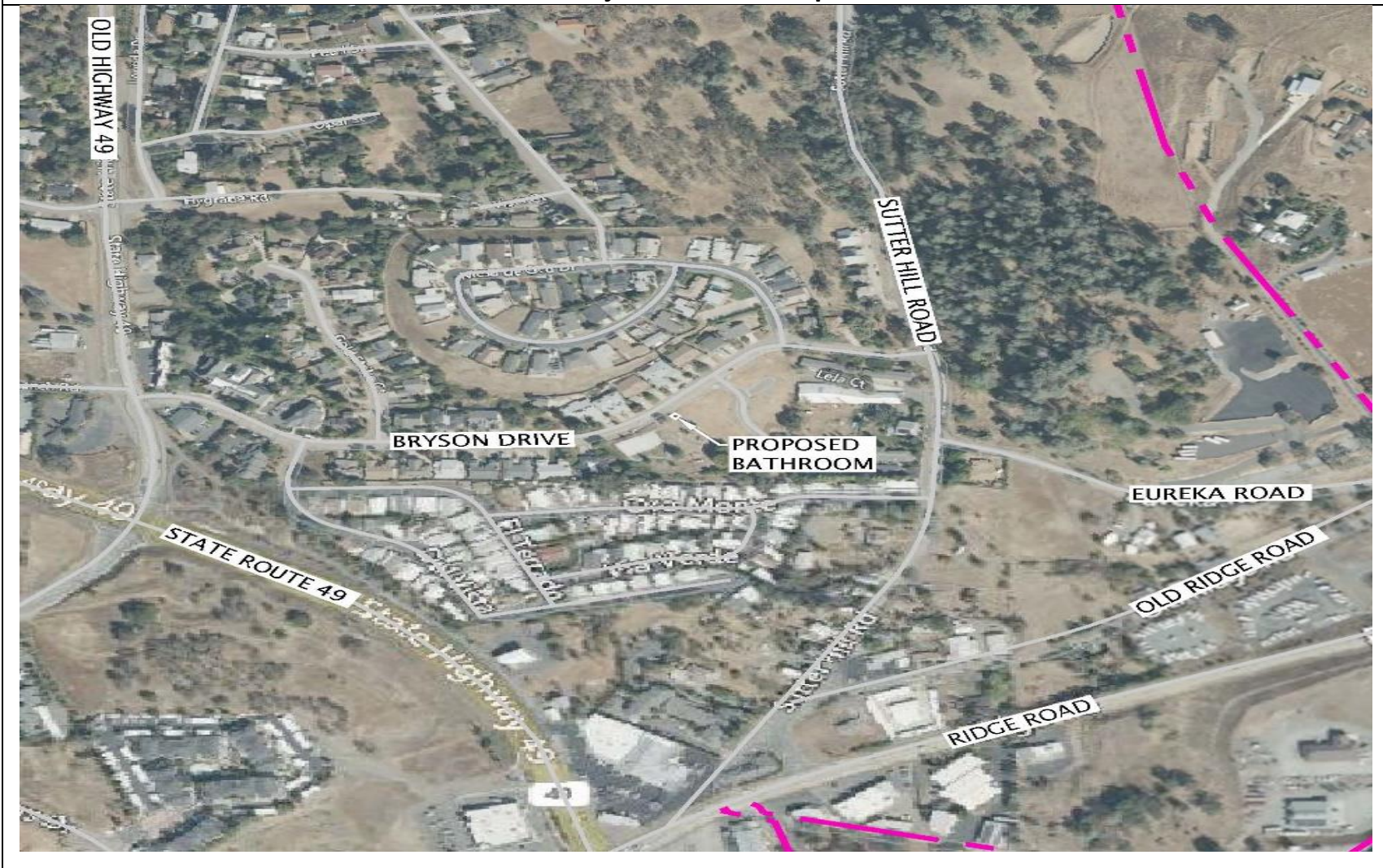
Type of Expenditure	Expenses prior to FY 24/25	FY 24/25	FY 25/26	FY 26/27	FY 27/28	FY 27/28	Future \$	Total
Surveying	-	-	-	-	-	-	-	-
Preliminary Engineering	-	-	-	-	-	-	-	-
Environmental	-	-	-	-	-	-	-	-
Right of Way	-	-	-	-	-	-	-	-
Construction Management	-	-	-	-	-	-	-	-
Construction	-	-	-	-	-	-	-	-
Total Capital Costs	-	-	-	-	-	-	-	-

Method(s) of Financing

Type of Expenditure	Expenses prior to FY 24/25	FY 24/25	FY 25/26	FY 26/27	FY 27/28	FY 27/28	Future \$	Total
General Fund	-	-	-	-	-	-	-	-
Unsecured Fund	-	-	-	-	-	-	-	-
Enterprise Fund	-	-	-	-	-	-	-	-
Capital Project Fund	-	-	-	-	-	-	-	-
Local Sales Tax	-	-	-	-	-	-	-	-
Total Program Financing								

Restroom – 8'x8' at Bryson Park

Project Location Map



ARSA - Fresh Water Diversion

Description

Matt to write

Project Justification

This project was identified by ARSA Staff.

Notes

Estimated Project Costs

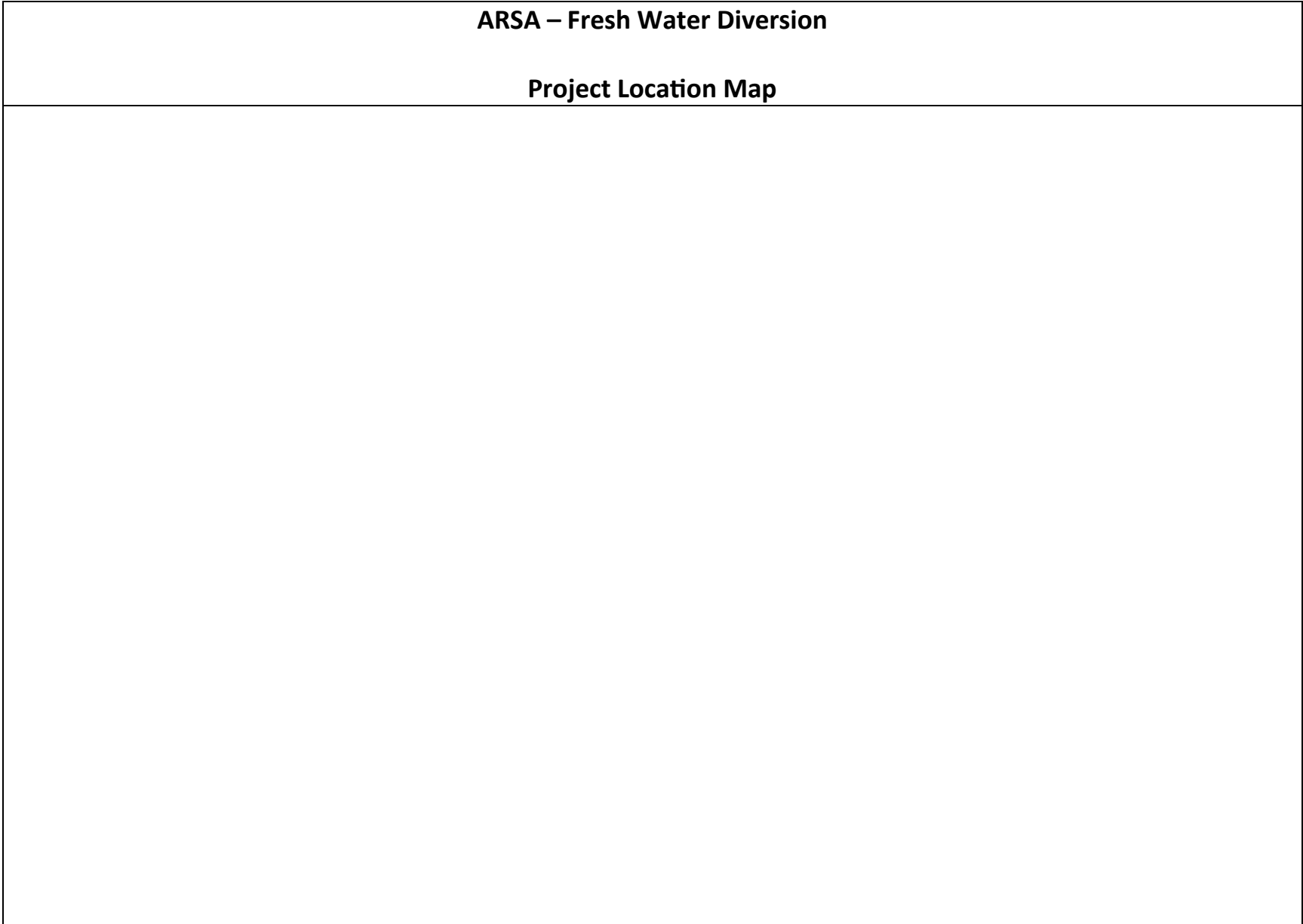
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Construction	-	-	-	-	-	-	-	-
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Method(s) of Financing

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Enterprise Fund	-	-	-	-	-	-	-	-
Capital Project Fund	-	-	-	-	-	-	-	-
Local Sales Tax	-	-	-	-	-	-	-	-
Total Program Financing								

ARSA – Fresh Water Diversion

Project Location Map



ARSA – Henderson Reservoir Under Drain Repair

Description

Matt to write

Project Justification

This project was identified by ARSA Staff.

Notes

Estimated Project Costs

Type of Expenditure	Expenses prior to FY 24/25	FY 24/25	FY 25/26	FY 26/27	FY 27/28	FY 27/28	Future \$	Total
Surveying	-	-	-	-	-	-	-	-
Preliminary Engineering	-	-	-	-	-	-	-	-
Environmental	-	-	-	-	-	-	-	-
Right of Way	-	-	-	-	-	-	-	-
Construction Management	-	-	-	-	-	-	-	-
Construction	-	-	-	-	-	-	-	-
Total Capital Costs	-	-	-	-	-	-	-	-

Method(s) of Financing

Type of Expenditure	Expenses prior to FY 24/25	FY 24/25	FY 25/26	FY 26/27	FY 27/28	FY 27/28	Future \$	Total
General Fund	-	-	-	-	-	-	-	-
Unsecured Fund	-	-	-	-	-	-	-	-
Enterprise Fund	-	-	-	-	-	-	-	-
Capital Project Fund	-	-	-	-	-	-	-	-
Local Sales Tax	-	-	-	-	-	-	-	-
Total Program Financing								

ARSA – Henderson Reservoir Under Drain Repair

Project Location Map



ARSA – Henderson Reservoir Replace Pier/Catwalk

Description

Replace the existing deteriorating pier/catwalk at Henderson Reservoir.

Project Justification

This project was identified by ARSA Staff.

Notes

Estimated Project Costs

Type of Expenditure	Expenses prior to FY 24/25	FY 24/25	FY 25/26	FY 26/27	FY 27/28	FY 27/28	Future \$	Total
Surveying	-	-	-	-	-	-	-	-
Preliminary Engineering	-	-	-	-	-	-	-	-
Environmental	-	-	-	-	-	-	-	-
Right of Way	-	-	-	-	-	-	-	-
Construction Management	-	-	-	-	-	-	-	-
Construction	-	-	-	-	-	-	-	-
Total Capital Costs	-	-	-	-	-	-	-	-

Method(s) of Financing

Type of Expenditure	Expenses prior to FY 24/25	FY 24/25	FY 25/26	FY 26/27	FY 27/28	FY 27/28	Future \$	Total
General Fund	-	-	-	-	-	-	-	-
Unsecured Fund	-	-	-	-	-	-	-	-
Enterprise Fund	-	-	-	-	-	-	-	-
Capital Project Fund	-	-	-	-	-	-	-	-
Local Sales Tax	-	-	-	-	-	-	-	-
Total Program Financing								

ARSA – Henderson Reservoir Replace Pier/Catwalk

Project Location Map



Police Car Fleet								
Description								
Rotating update to police car fleet								
Project Justification								
Ongoing need as vehicles depreciate over 8 – 12 years.								
Notes								
Estimated Project Costs								
Type of Expenditure	Expenses prior to FY 24/25	FY 24/25	FY 25/26	FY 26/27	FY 27/28	FY 27/28	Future \$	Total
Surveying	-	-	-	-	-	-	-	-
Preliminary Engineering	-	-	-	-	-	-	-	-
Environmental	-	-	-	-	-	-	-	-
Right of Way	-	-	-	-	-	-	-	-
Construction Management	-	-	-	-	-	-	-	-
Construction	-	-	-	-	-	-	-	-
Total Capital Costs	-	-	-	-	-	-	-	-

Method(s) of Financing								
Type of Expenditure	Expenses prior to FY 24/25	FY 24/25	FY 25/26	FY 26/27	FY 27/28	FY 27/28	Future \$	Total
General Fund	-	-	-	-	-	-	-	-
Unsecured Fund	-	-	-	-	-	-	-	-
Enterprise Fund	-	-	-	-	-	-	-	-
Capital Project Fund	-	-	-	-	-	-	-	-
Local Sales Tax	-	-	-	-	-	-	-	-
Total Program Financing								

Attachment B
FUTURE and COMPLETED
PROJECTS

DRAFT

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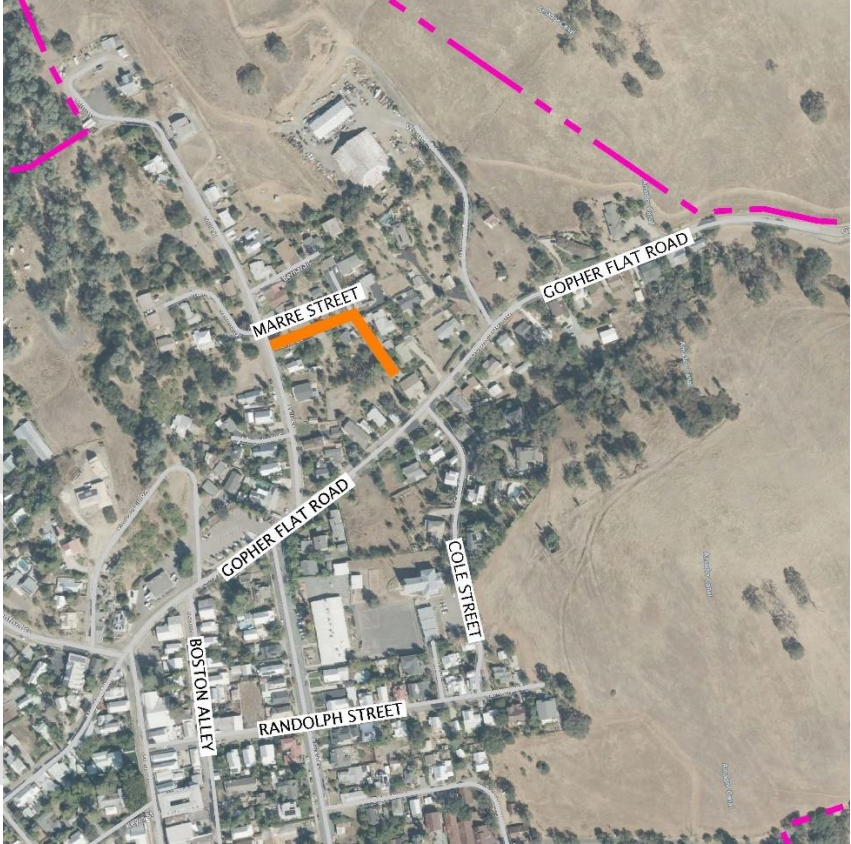
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APPENDIX A – FUTURE PROJECTS

DRAFT

Project Title:	Location:
Marre Street Overlay	Marre Street from Mill Street to End
<p>Project Identified By: Pavement Management Program Report – Pavement Condition Index (PCI) = 8, which is the worst rated street in town.</p> <p>Work Description: Install 2” asphalt concrete for approximately 400 L.F. of road and drainage improvements.</p>	

General Line Item	Estimated Quantity	Unit	Unit Price	Total Cost (2024 Dollars)
Construction	1	LS	\$115,875.00	\$115,875.00
Construction Contingency (20%)				\$ 23,175.00
Surveying (5%)				\$ 5,793.75
Engineering (10%)				\$ 11,587.50
Construction Management (15%)				\$ 17,381.25
			<i>Subtotal</i>	\$ 57,937.50
Total Estimated Cost (after project bid, at project award)				\$173,812.50

The cost estimate herein is based on our perception of current conditions at the project location. This estimate reflects our opinion of probable costs at this time and is subject to change as the project design matures. WGA has no control over variances in the cost of labor, materials, equipment, services provided by others, contractor's methods of determining prices, competitive bidding or market conditions, practices or bidding strategies. WGA cannot and does not warrant or guarantee that proposals, bids, or actual construction costs will not vary from the cost presented herein.

**CITY OF SUTTER CREEK
PRELIMINARY ENGINEER'S ESTIMATE
MARRE STREET OVERLAY
FROM MILL STREET TO END
8/23/2024**

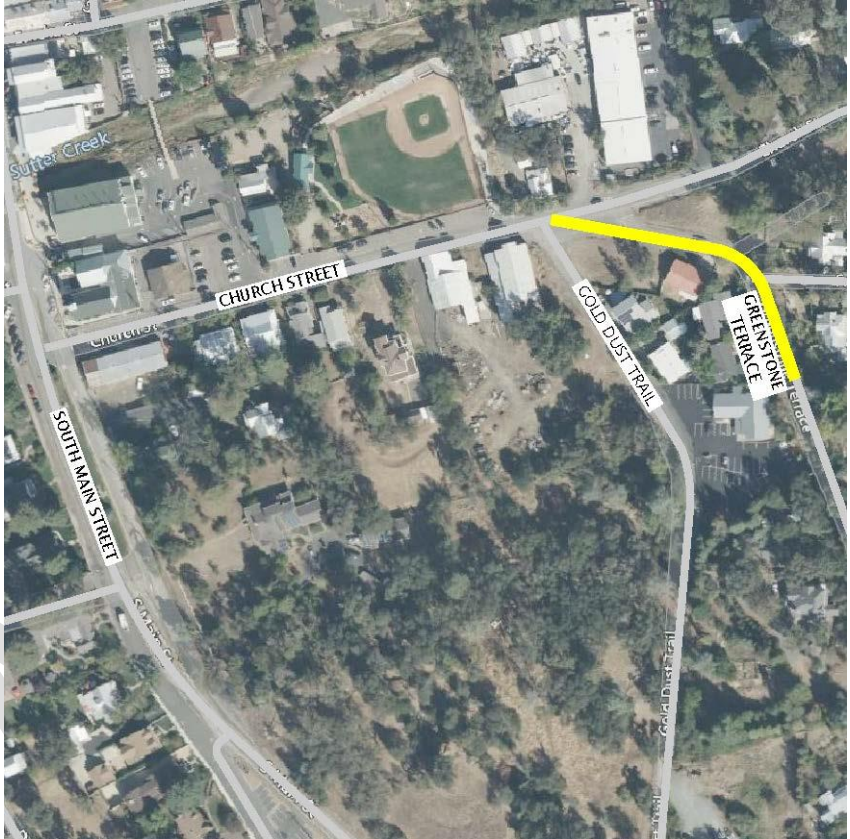
ITEM NO.	ITEM	UNIT OF MEASURE	EST. QTY.	UNIT PRICE	ITEM TOTAL
1	LOCATE & PROTECT EXISTING UTILITIES	DAY	1	\$2,500.00	\$2,500.00
2	TRAFFIC CONTROL	DAY	2	\$2,500.00	\$5,000.00
3	CLEARING & GRUBBING	DAY	1	\$5,000.00	\$5,000.00
4	ASPHALT CONCRETE GRIND	DAY	1	\$6,000.00	\$6,000.00
5	ASPHALT CONCRETE LEVELING COURSE	TON	100	\$400.00	\$40,000.00
6	ASPHALT CONCRETE	TON	105	\$350.00	\$36,750.00
7	AGGREGATE BASE	TON	60	\$100.00	\$6,000.00
8	ADJUST WATER METER BOX TO GRADE	EACH	1	\$750.00	\$750.00
9	SIGNING AND STRIPING	LS	1	\$5,000.00	\$5,000.00
10	ASPHALT CONCRETE DIKE	LF	300	\$20.00	\$6,000.00
11	REGRADE EXISTING DRAINAGE DITCH	LF	125	\$15.00	\$1,875.00
12	UNSUITABLE MATERIAL	CY	10	\$100.00	\$1,000.00
CONSTRUCTION SUBTOTAL					\$115,875.00
CONSTRUCTION CONTINGENCY (20%)					\$23,175.00
SURVEYING (5%)					\$5,793.75
ENGINEERING (10%)					\$11,587.50
CONSTRUCTION MANAGEMENT (15%)					\$17,381.25
TOTAL PROJECT COST					\$173,812.50

Project Title:	Location:
Gold Dust Trail Overlay	Church Street Intersection to 30 Gold Dust Trail
<p>Project Identified By: Pavement Management Program Report – Pavement Condition Index (PCI) = 9, which is the second worst rated street in town.</p> <p>Work Description: Install 2” asphalt concrete for approximately 275 L.F. of road and drainage improvements.</p>	

General Line Item	Estimated Quantity	Unit	Unit Price	Total Cost (2024 Dollars)
Construction	1	LS	\$93,875.00	\$ 93,875.00
Construction Contingency (20%)				\$ 18,775.00
Surveying (5%)				\$ 4,693.75
Engineering (10%)				\$ 9,387.50
Construction Management (15%)				\$ 14,081.25
			<i>Subtotal</i>	\$ 46,937.50
Total Estimated Cost (after project bid, at project award)				\$140,812.50

**CITY OF SUTTER CREEK
PRELIMINARY ENGINEER'S ESTIMATE
GOLD DUST TRAIL OVERLAY
FROM CHURCH STREET INTERSECTION TO 30 GOLD DUST TRAIL
8/23/2024**

ITEM NO.	ITEM	UNIT OF MEASURE	EST. QTY.	UNIT PRICE	ITEM TOTAL
1	LOCATE & PROTECT EXISTING UTILITIES	DAY	1	\$2,500.00	\$2,500.00
2	TRAFFIC CONTROL	DAY	2	\$2,500.00	\$5,000.00
3	CLEARING & GRUBBING	DAY	2	\$5,000.00	\$10,000.00
4	ASPHALT CONCRETE GRIND	DAY	1	\$6,000.00	\$6,000.00
5	ASPHALT CONCRETE LEVELING COURSE	TON	25	\$400.00	\$10,000.00
6	ASPHALT CONCRETE	TON	125	\$350.00	\$43,750.00
7	AGGREGATE BASE	TON	20	\$100.00	\$2,000.00
8	ADJUST MANHOLE TO GRADE	EACH	1	\$2,500.00	\$2,500.00
9	ADJUST WATER METER BOX TO GRADE	EACH	1	\$750.00	\$750.00
10	ADJUST WATER VALVE BOX TO GRADE	EACH	3	\$750.00	\$2,250.00
11	SIGNING AND STRIPING	LS	1	\$5,000.00	\$5,000.00
12	ASPHALT CONCRETE DIKE	LF	100	\$20.00	\$2,000.00
13	REGRADE EXISTING DRAINAGE DITCH	LF	75	\$15.00	\$1,125.00
14	UNSUITABLE MATERIAL	CY	10	\$100.00	\$1,000.00
CONSTRUCTION SUBTOTAL					\$93,875.00
CONSTRUCTION CONTINGENCY (20%)					\$18,775.00
SURVEYING (5%)					\$4,693.75
ENGINEERING (10%)					\$9,387.50
CONSTRUCTION MANAGEMENT (15%)					\$14,081.25
TOTAL PROJECT COST					\$140,812.50

Project Title:	Location:
Greenstone Terrace Overlay	Church Street Intersection to 40 Greenstone Terrace
<p>Project Identified By: Pavement Management Program Report – Pavement Condition Index (PCI) = 14, which is the fourth worst rated street in town.</p> <p>Work Description: Install 2” asphalt concrete for approximately 400 L.F. of road and drainage improvements.</p>	

General Line Item	Estimated Quantity	Unit	Unit Price	Total Cost (2024 Dollars)
Construction	1	LS	\$141,700.00	\$141,700.00
Construction Contingency (20%)				\$ 28,340.00
Surveying (5%)				\$ 7,085.00
Engineering (10%)				\$ 14,170.00
Construction Management (15%)				\$ 21,255.00
<i>Subtotal</i>				\$ 70,850.00
Total Estimated Cost (after project bid, at project award)				\$212,550.00

**CITY OF SUTTER CREEK
PRELIMINARY ENGINEER'S ESTIMATE
GREENSTONE TERRACE OVERLAY
FROM CHURCH STREET INTERSECTION TO 40 GREENSTONE TERRACE
8/23/2024**

ITEM NO.	ITEM	UNIT OF MEASURE	EST. QTY.	UNIT PRICE	ITEM TOTAL
1	LOCATE & PROTECT EXISTING UTILITIES	DAY	2	\$2,500.00	\$5,000.00
2	TRAFFIC CONTROL	DAY	5	\$2,500.00	\$12,500.00
3	CLEARING & GRUBBING	DAY	2	\$5,000.00	\$10,000.00
4	ASPHALT CONCRETE GRIND	DAY	1	\$6,000.00	\$6,000.00
5	ASPHALT CONCRETE LEVELING COURSE	TON	25	\$400.00	\$10,000.00
6	ASPHALT CONCRETE	TON	125	\$350.00	\$43,750.00
7	AGGREGATE BASE	TON	75	\$100.00	\$7,500.00
8	ADJUST MANHOLE TO GRADE	EACH	2	\$2,500.00	\$5,000.00
9	ADJUST WATER METER BOX TO GRADE	EACH	1	\$750.00	\$750.00
10	ADJUST WATER VALVE BOX TO GRADE	EACH	2	\$750.00	\$1,500.00
11	SIGNING AND STRIPING	LS	1	\$5,000.00	\$5,000.00
12	STORM DRAIN INLET	EACH	1	\$5,000.00	\$5,000.00
13	12-INCH DIAMETER STORM DRAIN	LF	120	\$160.00	\$19,200.00
14	REGRADE EXISTING DRAINAGE DITCH	LF	500	\$15.00	\$7,500.00
15	CEMENT SLURRY BACKFILL	CY	10	\$200.00	\$2,000.00
16	UNSUITABLE MATERIAL	CY	10	\$100.00	\$1,000.00
CONSTRUCTION SUBTOTAL					\$141,700.00
CONSTRUCTION CONTINGENCY (20%)					\$28,340.00
SURVEYING (5%)					\$7,085.00
ENGINEERING (10%)					\$14,170.00
CONSTRUCTION MANAGEMENT (15%)					\$21,255.00
TOTAL PROJECT COST					\$212,550.00

Project Title:	Location:
Hanford Street Bicycle & Sidewalk Improvements	Spanish Street to Hanford House

Project Identified By:
Table 3.14 of the Circulation Element (Project ID MM-2).

Work Description:
Install 2,450 LF of curb, gutter, and sidewalk on west side of Hanford Street and 2" asphalt concrete overlay on the west side of Hanford Street for bicycle lane and drainage improvements.



General Line Item	Estimated Quantity	Unit	Unit Price	Total Cost (2024 Dollars)
Construction	1	LS	\$1,378,275.00	\$1,378,275.00
Construction Contingency (20%)				\$ 275,655.00
Surveying (5%)				\$ 68,913.75
Engineering (10%)				\$ 137,827.50
Construction Management (15%)				\$ 206,741.25
<i>Subtotal</i>				\$ 689,137.50
Total Estimated Cost (after project bid, at project award)				\$2,067,412.50

**CITY OF SUTTER CREEK
PRELIMINARY ENGINEER'S ESTIMATE
HANFORD STREET BICYCLE & SIDEWALK IMPROVEMENTS
FROM SPANISH STREET TO HANFORD HOUSE
8/23/2024**

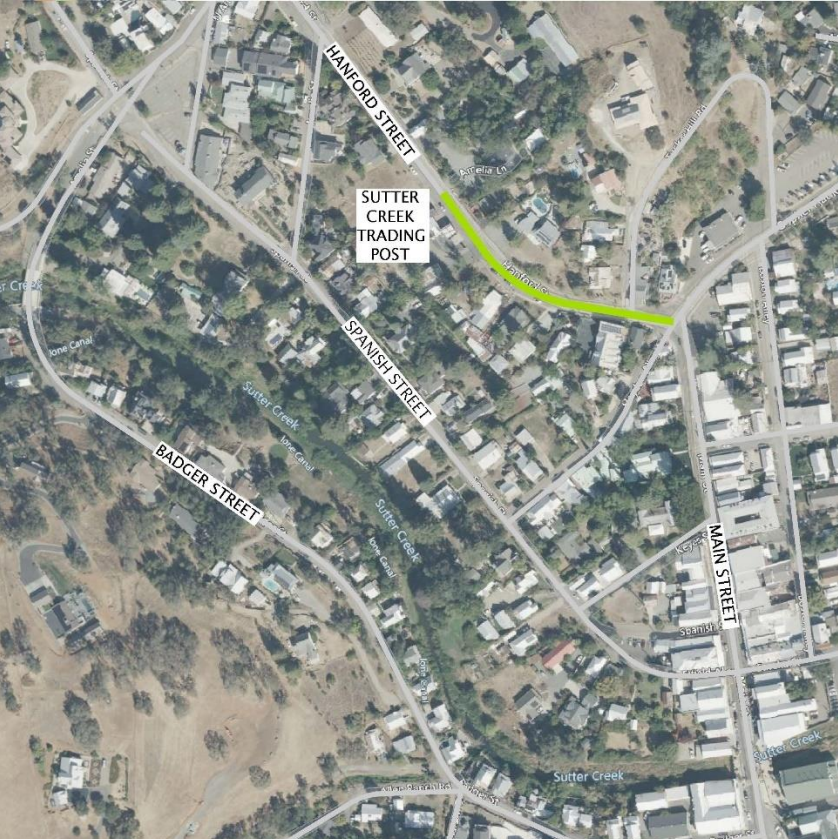
ITEM NO.	ITEM	UNIT OF MEASURE	EST. QTY.	UNIT PRICE	ITEM TOTAL
1	LOCATE & PROTECT EXISTING UTILITIES	DAY	6	\$2,500.00	\$15,000.00
2	TRAFFIC CONTROL	DAY	40	\$2,500.00	\$100,000.00
3	CLEARING & GRUBBING	DAY	15	\$5,000.00	\$75,000.00
4	ASPHALT CONCRETE GRIND	DAY	4	\$6,000.00	\$24,000.00
5	ASPHALT CONCRETE	TON	850	\$250.00	\$212,500.00
6	AGGREGATE BASE	TON	1,600	\$100.00	\$160,000.00
7	CONCRETE CURB & GUTTER	LF	2,450	\$50.00	\$122,500.00
8	CONCRETE SIDEWALK	SF	8,800	\$16.00	\$140,800.00
9	CONCRETE SIDEWALK AT DRIVEWAYS	SF	3,200	\$18.00	\$57,600.00
10	CONCRETE ADA RAMP	EACH	11	\$5,000.00	\$55,000.00
11	CONCRETE STEM WALL (0-2 FT. HEIGHT)	LF	1,075	\$75.00	\$80,625.00
12	CONCRETE RETAINING WALL	LF	320	\$200.00	\$64,000.00
13	CONCRETE DRIVEWAY REST.	SF	1,000	\$16.00	\$16,000.00
14	ASPHALT CONCRETE DRIVEWAY REST.	SF	3,000	\$10.00	\$30,000.00
15	MIDWEST GUARD RAIL	LF	850	\$100.00	\$85,000.00
16	18-INCH DIAMETER STORM DRAIN	LF	150	\$200.00	\$30,000.00
17	STORM DRAIN INLET	EACH	6	\$5,000.00	\$30,000.00
18	ROCK SLOPE PROTECTION	TON	20	\$150.00	\$3,000.00
19	ADJUST MANHOLE TO GRADE	EACH	1	\$2,500.00	\$2,500.00
20	ADJUST WATER VALVE BOX TO GRADE	EACH	10	\$750.00	\$7,500.00
21	ADJUST WATER METER TO GRADE	EACH	7	\$750.00	\$5,250.00
22	ADJUST WATER VAULT TO GRADE	EACH	2	\$5,000.00	\$10,000.00
23	SIGNING AND STRIPING	LS	1	\$25,000.00	\$25,000.00
24	EROSION CONTROL	DAY	2	\$5,000.00	\$10,000.00
25	CEMENT SLURRY BACKFILL	CY	80	\$200.00	\$16,000.00
26	UNSUITABLE MATERIAL	CY	10	\$100.00	\$1,000.00
CONSTRUCTION SUBTOTAL					\$1,378,275.00
CONSTRUCTION CONTINGENCY (20%)					\$275,655.00
SURVEYING (5%)					\$68,913.75
ENGINEERING (10%)					\$137,827.50
CONSTRUCTION MANAGEMENT (15%)					\$206,741.25
TOTAL PROJECT COST					\$2,067,412.50

Project Title:	Location:
South Main Street Overlay	Church Street to Sutter Hill Road
<p><u>Project Identified By:</u> City Staff. Project location was not listed in Pavement Management Program Report.</p> <p><u>Work Description:</u> Install 2" asphalt concrete for approximately 1,350 L.F. of road improvements.</p>	

General Line Item	Estimated Quantity	Unit	Unit Price	Total Cost (2024 Dollars)
Construction	1	LS	\$249,500.00	\$249,500.00
Construction Contingency (20%)				\$ 49,900.00
Surveying (5%)				\$ 12,475.00
Engineering (10%)				\$ 24,950.00
Construction Management (15%)				\$ 37,425.00
<i>Subtotal</i>				\$ 124,750.00
Total Estimated Cost (after project bid, at project award)				\$374,250.00

**CITY OF SUTTER CREEK
PRELIMINARY ENGINEER'S ESTIMATE
SOUTH MAIN STREET OVERLAY
FROM CHURCH STREET TO SUTTER HILL ROAD
8/23/2024**


ITEM NO.	ITEM	UNIT OF MEASURE	EST. QTY.	UNIT PRICE	ITEM TOTAL
1	LOCATE & PROTECT EXISTING UTILITIES	DAY	2	\$2,500.00	\$5,000.00
2	TRAFFIC CONTROL	DAY	8	\$2,500.00	\$20,000.00
3	CLEARING & GRUBBING	DAY	2	\$5,000.00	\$10,000.00
4	ASPHALT CONCRETE GRIND	DAY	3	\$6,000.00	\$18,000.00
5	ASPHALT CONCRETE	TON	600	\$250.00	\$150,000.00
6	AGGREGATE BASE	TON	100	\$100.00	\$10,000.00
7	ADJUST MANHOLE TO GRADE	EACH	4	\$2,500.00	\$10,000.00
8	ADJUST WATER VALVE BOX TO GRADE	EACH	2	\$750.00	\$1,500.00
9	SIGNING AND STRIPING	LS	1	\$10,000.00	\$10,000.00
10	REGRADE EXISTING DRAINAGE DITCH	LF	1,000	\$15.00	\$15,000.00
CONSTRUCTION SUBTOTAL					\$249,500.00
CONSTRUCTION CONTINGENCY (20%)					\$49,900.00
SURVEYING (5%)					\$12,475.00
ENGINEERING (10%)					\$24,950.00
CONSTRUCTION MANAGEMENT (15%)					\$37,425.00
TOTAL PROJECT COST					\$374,250.00

Project Title:	Location:
Hanford Street Overlay	Gopher Flat Road to Sutter Creek Trading Post
<p>Project Identified By: City Staff. Project location was not listed in Pavement Management Program Report.</p> <p>Work Description: Install 2" asphalt concrete for approximately 600 L.F. of road and drainage improvements.</p>	

General Line Item	Estimated Quantity	Unit	Unit Price	Total Cost (2024 Dollars)
Construction	1	LS	\$239,500.00	\$239,500.00
Construction Contingency (20%)				\$ 47,900.00
Surveying (5%)				\$ 11,975.00
Engineering (10%)				\$ 23,950.00
Construction Management (15%)				\$ 35,925.00
<i>Subtotal</i>				\$ 119,750.00
Total Estimated Cost (after project bid, at project award)				\$359,250.00

**CITY OF SUTTER CREEK
PRELIMINARY ENGINEER'S ESTIMATE
HANFORD STREET OVERLAY
FROM GOPHER FLAT ROAD TO SUTTER CREEK TRADING POST
8/23/2024**

ITEM NO.	ITEM	UNIT OF MEASURE	EST. QTY.	UNIT PRICE	ITEM TOTAL
1	LOCATE & PROTECT EXISTING UTILITIES	DAY	2	\$2,500.00	\$5,000.00
2	TRAFFIC CONTROL	DAY	8	\$2,500.00	\$20,000.00
3	CLEARING & GRUBBING	DAY	2	\$5,000.00	\$10,000.00
4	ASPHALT CONCRETE GRIND	DAY	2	\$6,000.00	\$12,000.00
5	ASPHALT CONCRETE	TON	300	\$350.00	\$105,000.00
6	ADJUST WATER VALVE BOX TO GRADE	EACH	2	\$750.00	\$1,500.00
7	SIGNING AND STRIPING	LS	1	\$10,000.00	\$10,000.00
8	18-INCH DIAMETER STORM DRAIN	LF	300	\$200.00	\$60,000.00
9	STORM DRAIN INLET	EACH	3	\$5,000.00	\$15,000.00
10	UNSUITABLE MATERIAL	CY	10	\$100.00	\$1,000.00
CONSTRUCTION SUBTOTAL					\$239,500.00
CONSTRUCTION CONTINGENCY (20%)					\$47,900.00
SURVEYING (5%)					\$11,975.00
ENGINEERING (10%)					\$23,950.00
CONSTRUCTION MANAGEMENT (15%)					\$35,925.00
TOTAL PROJECT COST					\$359,250.00

Project Title:	Location:
Spanish Street Overlay	Main Street to North Amelia Street
<p>Project Identified By: City Staff and Pavement Management Program Report – Pavement Condition Index (PCI) = 34-44.</p> <p>Work Description: Install 2” asphalt concrete for approximately 1,800 L.F. of road and drainage improvements.</p>	

General Line Item	Estimated Quantity	Unit	Unit Price	Total Cost (2024 Dollars)
Construction	1	LS	\$400,000.00	\$400,000.00
Construction Contingency (20%)				\$ 80,000.00
Surveying (5%)				\$ 20,000.00
Engineering (10%)				\$ 40,000.00
Construction Management (15%)				\$ 60,000.00
<i>Subtotal</i>				\$ 200,000.00
Total Estimated Cost (after project bid, at project award)				\$600,000.00

**CITY OF SUTTER CREEK
PRELIMINARY ENGINEER'S ESTIMATE
SPANISH STREET OVERLAY
FROM MAIN STREET TO NORTH AMELIA STREET
8/23/2024**

ITEM NO.	ITEM	UNIT OF MEASURE	EST. QTY.	UNIT PRICE	ITEM TOTAL
1	LOCATE & PROTECT EXISTING UTILITIES	DAY	2	\$2,500.00	\$5,000.00
2	TRAFFIC CONTROL	DAY	6	\$2,500.00	\$15,000.00
3	CLEARING & GRUBBING	DAY	4	\$5,000.00	\$20,000.00
4	ASPHALT CONCRETE GRIND	DAY	2	\$6,000.00	\$12,000.00
5	ASPHALT CONCRETE	TON	800	\$250.00	\$200,000.00
6	AGGREGATE BASE	TON	75	\$100.00	\$7,500.00
7	ADJUST MANHOLE TO GRADE	EACH	6	\$2,500.00	\$15,000.00
8	ADJUST WATER METER BOX TO GRADE	EACH	8	\$750.00	\$6,000.00
9	ADJUST WATER VALVE BOX TO GRADE	EACH	20	\$750.00	\$15,000.00
10	18-INCH DIAMETER STORM DRAIN	LF	300	\$200.00	\$60,000.00
11	STORM DRAIN INLET	EACH	5	\$5,000.00	\$25,000.00
12	CEMENT SLURRY BACKFILL	CY	30	\$200.00	\$6,000.00
13	UNSUITABLE MATERIAL	CY	35	\$100.00	\$3,500.00
14	SIGNING AND STRIPING	LS	1	\$10,000.00	\$10,000.00
CONSTRUCTION SUBTOTAL					\$400,000.00
CONSTRUCTION CONTINGENCY (20%)					\$80,000.00
SURVEYING (5%)					\$20,000.00
ENGINEERING (10%)					\$40,000.00
CONSTRUCTION MANAGEMENT (15%)					\$60,000.00
TOTAL PROJECT COST					\$600,000.00

Project Title:	Location:
Patricia Lane Microsurfacing	Old Highway 49 to End of Street
<p><u>Project Identified By:</u> City Sanitary Sewer CIP indicates sanitary sewer main replacement on this street. City would resurface street after this work is completed.</p> <p><u>Work Description:</u> Install asphalt concrete dig outs for approximately 15% of the roadway and install microsurfacing for approximately 2,000 L.F. of road.</p>	

General Line Item	Estimated Quantity	Unit	Unit Price	Total Cost (2024 Dollars)
Construction	1	LS	\$188,000.00	\$188,000.00
Construction Contingency (20%)				\$ 37,600.00
Surveying (5%)				\$ 9,400.00
Engineering (10%)				\$ 18,800.00
Construction Management (15%)				\$ 28,200.00
<i>Subtotal</i>				\$ 94,000.00
Total Estimated Cost (after project bid, at project award)				\$282,000.00

**CITY OF SUTTER CREEK
 PRELIMINARY ENGINEER'S ESTIMATE
 PATRICIA LANE 15% DIG OUTS & MICROSURFACING
 FROM OLD HIGHWAY 49 TO END OF STREET
 8/23/2024**

ITEM NO.	ITEM	UNIT OF MEASURE	EST. QTY.	UNIT PRICE	ITEM TOTAL
1	LOCATE & PROTECT EXISTING UTILITIES	DAY	2	\$2,500.00	\$5,000.00
2	TRAFFIC CONTROL	DAY	4	\$2,500.00	\$10,000.00
3	CLEARING & GRUBBING	DAY	2	\$5,000.00	\$10,000.00
4	ASPHALT CONCRETE GRIND	DAY	1	\$6,000.00	\$6,000.00
5	ASPHALT CONCRETE	TON	115	\$350.00	\$40,250.00
6	AGGREGATE BASE	TON	20	\$100.00	\$2,000.00
7	MICROSURFACING	SF	60,000	\$1.75	\$105,000.00
8	CONCRETE CURB & GUTTER	LF	50	\$50.00	\$2,500.00
9	ADJUST WATER METER BOX TO GRADE	EACH	2	\$750.00	\$1,500.00
10	ADJUST WATER VALVE BOX TO GRADE	EACH	1	\$750.00	\$750.00
11	SIGNING AND STRIPING	LS	1	\$5,000.00	\$5,000.00
CONSTRUCTION SUBTOTAL					\$188,000.00
CONSTRUCTION CONTINGENCY (20%)					\$37,600.00
SURVEYING (5%)					\$9,400.00
ENGINEERING (10%)					\$18,800.00
CONSTRUCTION MANAGEMENT (15%)					\$28,200.00
TOTAL PROJECT COST					\$282,000.00

Project Title:	Location:
Judy Drive Microsurfacing	Entire Street
<p><u>Project Identified By:</u> City Sanitary Sewer CIP indicates sanitary sewer main replacement on this street. City would resurface street after this work is completed.</p> <p><u>Work Description:</u> Install asphalt concrete dig outs for approximately 15% of the roadway and install microsurfacing for approximately 1,400 L.F. of road.</p>	

General Line Item	Estimated Quantity	Unit	Unit Price	Total Cost (2024 Dollars)
Construction	1	LS	\$142,500.00	\$142,500.00
Construction Contingency (20%)				\$ 28,500.00
Surveying (5%)				\$ 7,125.00
Engineering (10%)				\$ 14,250.00
Construction Management (15%)				\$ 21,375.00
<i>Subtotal</i>				\$ 71,250.00
Total Estimated Cost (after project bid, at project award)				\$213,750.00

**CITY OF SUTTER CREEK
PRELIMINARY ENGINEER'S ESTIMATE
JUDY DRIVE 15% DIGOUTS & MICROSURFACING
ENTIRE STREET
8/23/2024**

ITEM NO.	ITEM	UNIT OF MEASURE	EST. QTY.	UNIT PRICE	ITEM TOTAL
1	LOCATE & PROTECT EXISTING UTILITIES	DAY	2	\$2,500.00	\$5,000.00
2	TRAFFIC CONTROL	DAY	4	\$2,500.00	\$10,000.00
3	CLEARING & GRUBBING	DAY	2	\$5,000.00	\$10,000.00
4	ASPHALT CONCRETE GRIND	DAY	1	\$6,000.00	\$6,000.00
5	ASPHALT CONCRETE	TON	75	\$350.00	\$26,250.00
6	AGGREGATE BASE	TON	20	\$100.00	\$2,000.00
7	MICROSURFACING	SF	40,000	\$1.75	\$70,000.00
8	ADJUST WATER METER BOX TO GRADE	EACH	3	\$750.00	\$2,250.00
9	ADJUST WATER VALVE BOX TO GRADE	EACH	8	\$750.00	\$6,000.00
10	SIGNING AND STRIPING	LS	1	\$5,000.00	\$5,000.00
CONSTRUCTION SUBTOTAL					\$142,500.00
CONSTRUCTION CONTINGENCY (20%)					\$28,500.00
SURVEYING (5%)					\$7,125.00
ENGINEERING (10%)					\$14,250.00
CONSTRUCTION MANAGEMENT (15%)					\$21,375.00
TOTAL PROJECT COST					\$213,750.00

Project Title:	Location:
Sutter Hill Road Overlay	Main Street to Eureka Road
<p><u>Project Identified By:</u> City Staff.</p> <p><u>Work Description:</u> Install 2" asphalt concrete for approximately 2,250 L.F. of road and drainage improvements.</p>	

General Line Item	Estimated Quantity	Unit	Unit Price	Total Cost (2024 Dollars)
Construction	1	LS	\$468,750.00	\$468,750.00
Construction Contingency (20%)				\$ 93,750.00
Surveying (5%)				\$ 23,437.50
Engineering (10%)				\$ 46,875.00
Construction Management (15%)				\$ 70,312.50
<i>Subtotal</i>				\$ 234,375.00
Total Estimated Cost (after project bid, at project award)				\$703,125.00

**CITY OF SUTTER CREEK
PRELIMINARY ENGINEER'S ESTIMATE
SUTTER HILL ROAD OVERLAY
FROM MAIN STREET TO EUREKA ROAD
8/23/2024**

ITEM NO.	ITEM	UNIT OF MEASURE	EST. QTY.	UNIT PRICE	ITEM TOTAL
1	LOCATE & PROTECT EXISTING UTILITIES	DAY	8	\$2,500.00	\$20,000.00
2	TRAFFIC CONTROL	DAY	12	\$2,500.00	\$30,000.00
3	CLEARING & GRUBBING	DAY	6	\$5,000.00	\$30,000.00
4	ASPHALT CONCRETE GRIND	DAY	1	\$6,000.00	\$6,000.00
5	ASPHALT CONCRETE LEVELING COURSE	TON	100	\$400.00	\$40,000.00
6	ASPHALT CONCRETE	TON	700	\$250.00	\$175,000.00
7	AGGREGATE BASE	TON	150	\$100.00	\$15,000.00
8	ADJUST MANHOLE TO GRADE	EACH	3	\$2,500.00	\$7,500.00
9	ADJUST WATER VALVE BOX TO GRADE	EACH	3	\$750.00	\$2,250.00
10	18-INCH DIAMETER STORM DRAIN	LF	310	\$200.00	\$62,000.00
11	CEMENT SLURRY BACKFILL	CY	80	\$200.00	\$16,000.00
12	REGRADE EXISTING DRAINAGE DITCH	LF	3,000	\$15.00	\$45,000.00
13	UNSUITABLE MATERIAL	CY	100	\$100.00	\$10,000.00
14	SIGNING AND STRIPING	LS	1	\$10,000.00	\$10,000.00
CONSTRUCTION SUBTOTAL					\$468,750.00
CONSTRUCTION CONTINGENCY (20%)					\$93,750.00
SURVEYING (5%)					\$23,437.50
ENGINEERING (10%)					\$46,875.00
CONSTRUCTION MANAGEMENT (15%)					\$70,312.50
TOTAL PROJECT COST					\$703,125.00

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Project Title:	Location:
Old Ridge Road Overlay	Sutter Hill Road to Eureka Road
<p><u>Project Identified By:</u> City Staff.</p> <p><u>Work Description:</u> Install 2" asphalt concrete for approximately 1,600 L.F. of road improvements.</p>	

General Line Item	Estimated Quantity	Unit	Unit Price	Total Cost (2024 Dollars)
Construction	1	LS	\$200,750.00	\$200,750.00
Construction Contingency (20%)				\$ 40,150.00
Surveying (5%)				\$ 10,037.50
Engineering (10%)				\$ 20,075.00
Construction Management (15%)				\$ 30,112.50
<i>Subtotal</i>				\$ 100,375.00
Total Estimated Cost (after project bid, at project award)				\$301,125.00

**CITY OF SUTTER CREEK
PRELIMINARY ENGINEER'S ESTIMATE
OLD RIDGE ROAD OVERLAY
FROM SUTTER HILL ROAD TO EUREKA ROAD
8/23/2024**

ITEM NO.	ITEM	UNIT OF MEASURE	EST. QTY.	UNIT PRICE	ITEM TOTAL
1	LOCATE & PROTECT EXISTING UTILITIES	DAY	2	\$2,500.00	\$5,000.00
2	TRAFFIC CONTROL	DAY	4	\$2,500.00	\$10,000.00
3	CLEARING & GRUBBING	DAY	2	\$5,000.00	\$10,000.00
4	ASPHALT CONCRETE GRIND	DAY	1	\$6,000.00	\$6,000.00
5	ASPHALT CONCRETE LEVELING COURSE	TON	50	\$400.00	\$20,000.00
6	ASPHALT CONCRETE	TON	350	\$350.00	\$122,500.00
7	AGGREGATE BASE	TON	50	\$100.00	\$5,000.00
8	ADJUST MANHOLE TO GRADE	EACH	4	\$2,500.00	\$10,000.00
9	ADJUST WATER METER BOX TO GRADE	EACH	3	\$750.00	\$2,250.00
10	SIGNING AND STRIPING	LS	1	\$10,000.00	\$10,000.00
CONSTRUCTION SUBTOTAL					\$200,750.00
CONSTRUCTION CONTINGENCY (20%)					\$40,150.00
SURVEYING (5%)					\$10,037.50
ENGINEERING (10%)					\$20,075.00
CONSTRUCTION MANAGEMENT (15%)					\$30,112.50
TOTAL PROJECT COST					\$301,125.00

Project Title:	Location:
Church Street Overlay	Greenstone Terrace to City Limit
<p><u>Project Identified By:</u> City Staff.</p> <p><u>Work Description:</u> Install 2" asphalt concrete for approximately 1,100 L.F. of road and drainage improvements.</p>	

General Line Item	Estimated Quantity	Unit	Unit Price	Total Cost (2024 Dollars)
Construction	1	LS	\$206,500.00	\$206,500.00
Construction Contingency (20%)				\$ 41,300.00
Surveying (5%)				\$ 10,325.00
Engineering (10%)				\$ 20,650.00
Construction Management (15%)				\$ 30,975.50
<i>Subtotal</i>				\$ 103,250.00
Total Estimated Cost (after project bid, at project award)				\$309,750.00

**CITY OF SUTTER CREEK
PRELIMINARY ENGINEER'S ESTIMATE
CHURCH STREET OVERLAY
FROM GREENSTONE TERRACE TO CITY LIMIT
8/23/2024**

ITEM NO.	ITEM	UNIT OF MEASURE	EST. QTY.	UNIT PRICE	ITEM TOTAL
1	LOCATE & PROTECT EXISTING UTILITIES	DAY	2	\$2,500.00	\$5,000.00
2	TRAFFIC CONTROL	DAY	6	\$2,500.00	\$15,000.00
3	CLEARING & GRUBBING	DAY	1	\$5,000.00	\$5,000.00
4	ASPHALT CONCRETE GRIND	DAY	2	\$6,000.00	\$12,000.00
5	ASPHALT CONCRETE LEVELING COURSE	TON	80	\$400.00	\$32,000.00
6	ASPHALT CONCRETE	TON	300	\$350.00	\$105,000.00
7	AGGREGATE BASE	TON	75	\$100.00	\$7,500.00
8	REGRADE EXISTING DRAINAGE DITCH	LF	1,000	\$15.00	\$15,000.00
9	SIGNING AND STRIPING	LS	1	\$10,000.00	\$10,000.00
CONSTRUCTION SUBTOTAL					\$206,500.00
CONSTRUCTION CONTINGENCY (20%)					\$41,300.00
SURVEYING (5%)					\$10,325.00
ENGINEERING (10%)					\$20,650.00
CONSTRUCTION MANAGEMENT (15%)					\$30,975.00
TOTAL PROJECT COST					\$309,750.00

Project Title:	Location:
Badger Street Road Rehabilitation	Badger Street Bridge Conform to Karsan Drive
<p><u>Project Identified By:</u> City Staff.</p> <p><u>Work Description:</u> Mill and Fill 2" asphalt concrete for approximately 1,300 L.F. of road and drainage improvements.</p>	

General Line Item	Estimated Quantity	Unit	Unit Price	Total Cost (2024 Dollars)
Construction	1	LS	\$259,500.00	\$259,500.00
Construction Contingency (20%)				\$ 51,900.00
Surveying (5%)				\$ 12,975.00
Engineering (10%)				\$ 25,950.00
Construction Management (15%)				\$ 38,925.00
<i>Subtotal</i>				\$ 129,750.00
Total Estimated Cost (after project bid, at project award)				\$389,250.00

**CITY OF SUTTER CREEK
PRELIMINARY ENGINEER'S ESTIMATE
BADGER STREET ROAD REHABILITATION
FROM BRIDGE CONFORM TO KARSAN DRIVE
8/23/2024**

ITEM NO.	ITEM	UNIT OF MEASURE	EST. QTY.	UNIT PRICE	ITEM TOTAL
1	LOCATE & PROTECT EXISTING UTILITIES	DAY	2	\$2,500.00	\$5,000.00
2	TRAFFIC CONTROL	DAY	6	\$2,500.00	\$15,000.00
3	CLEARING & GRUBBING	DAY	4	\$5,000.00	\$20,000.00
4	ASPHALT CONCRETE GRIND	DAY	2	\$6,000.00	\$12,000.00
5	ASPHALT CONCRETE	TON	450	\$250.00	\$112,500.00
6	AGGREGATE BASE	TON	40	\$100.00	\$4,000.00
7	ADJUST MANHOLE TO GRADE	EACH	2	\$2,500.00	\$5,000.00
8	ADJUST WATER METER BOX TO GRADE	EACH	7	\$750.00	\$5,250.00
9	ADJUST WATER VALVE BOX TO GRADE	EACH	5	\$750.00	\$3,750.00
10	18-INCH DIAMETER STORM DRAIN	LF	250	\$200.00	\$50,000.00
11	STORM DRAIN INLET	EACH	4	\$5,000.00	\$20,000.00
12	FENCING	LF	40	\$50.00	\$2,000.00
13	CEMENT SLURRY BACKFILL	CY	20	\$200.00	\$4,000.00
14	UNSUITABLE MATERIAL	CY	10	\$100.00	\$1,000.00
CONSTRUCTION SUBTOTAL					\$259,500.00
CONSTRUCTION CONTINGENCY (20%)					\$51,900.00
SURVEYING (5%)					\$12,975.00
ENGINEERING (10%)					\$25,950.00
CONSTRUCTION MANAGEMENT (15%)					\$38,925.00
TOTAL PROJECT COST					\$389,250.00

Project Title:	Location:
Gopher Flat Road Overlay	Main Street to Cole Street
<p><u>Project Identified By:</u> Table 3.14 of the Circulation Element (Project ID MM-1).</p> <p><u>Work Description:</u> Install 2" asphalt concrete for approximately 1,100 L.F. of road, drainage and ADA improvements.</p>	

General Line Item	Estimated Quantity	Unit	Unit Price	Total Cost (2024 Dollars)
Construction	1	LS	\$539,250.00	\$539,250.00
Construction Contingency (20%)				\$ 107,850.00
Surveying (5%)				\$ 26,962.50
Engineering (10%)				\$ 53,925.00
Construction Management (15%)				\$ 80,887.50
<i>Subtotal</i>				\$ 269,625.00
Total Estimated Cost (after project bid, at project award)				\$808,875.00

**CITY OF SUTTER CREEK
PRELIMINARY ENGINEER'S ESTIMATE
GOPHER FLAT OVERLAY
FROM MAIN STREET TO COLE STREET
8/23/2024**

ITEM NO.	ITEM	UNIT OF MEASURE	EST. QTY.	UNIT PRICE	ITEM TOTAL
1	LOCATE & PROTECT EXISTING UTILITIES	DAY	4	\$2,500.00	\$10,000.00
2	TRAFFIC CONTROL	DAY	30	\$2,500.00	\$75,000.00
3	CLEARING & GRUBBING	DAY	5	\$5,000.00	\$25,000.00
4	ASPHALT CONCRETE GRIND	DAY	2	\$6,000.00	\$12,000.00
5	ASPHALT CONCRETE	TON	600	\$250.00	\$150,000.00
6	AGGREGATE BASE	TON	100	\$100.00	\$10,000.00
7	EARTHWORK	LS	1	\$10,000.00	\$10,000.00
8	CONCRETE ADA RAMP	EACH	5	\$5,000.00	\$25,000.00
9	12-INCH DIAMETER STORM DRAIN	LF	200	\$160.00	\$32,000.00
10	STORM DRAIN INLET	EACH	2	\$5,000.00	\$10,000.00
11	RECONSTRUCT CONCRETE BOX CULVERT	LF	50	\$2,000.00	\$100,000.00
12	ADJUST MANHOLE TO GRADE	EACH	7	\$2,500.00	\$17,500.00
13	ADJUST WATER VALVE BOX TO GRADE	EACH	12	\$750.00	\$9,000.00
14	ADJUST WATER METER TO GRADE	EACH	1	\$750.00	\$750.00
15	SIGNING AND STRIPING	LS	1	\$25,000.00	\$25,000.00
16	TREE REMOVAL	EACH	2	\$5,000.00	\$10,000.00
17	EROSION CONTROL	DAY	1	\$5,000.00	\$5,000.00
18	CEMENT SLURRY BACKFILL	CY	50	\$200.00	\$10,000.00
19	UNSUITABLE MATERIAL	CY	30	\$100.00	\$3,000.00
CONSTRUCTION SUBTOTAL					\$539,250.00
CONSTRUCTION CONTINGENCY (20%)					\$107,850.00
SURVEYING (5%)					\$26,962.50
ENGINEERING (10%)					\$53,925.00
CONSTRUCTION MANAGEMENT (15%)					\$80,887.50
TOTAL PROJECT COST					\$808,875.00

Project Title:	Location:
Gopher Flat Road Widening & Overlay	Cole Street to 248 Gopher Flat Road
<p><u>Project Identified By:</u> Table 3.14 of the Circulation Element (Project ID MM-1).</p> <p><u>Work Description:</u> Install curb, gutter and sidewalk and widen existing roadway to City Standards. Also install 2" asphalt concrete for approximately 1,800 L.F. of road, drainage and ADA improvements.</p>	

General Line Item	Estimated Quantity	Unit	Unit Price	Total Cost (2024 Dollars)
Construction	1	LS	\$1,776,450.00	\$1,776,450.00
Construction Contingency (20%)				\$ 355,290.00
Surveying (5%)				\$ 88,822.50
Engineering (10%)				\$ 177,645.00
Construction Management (15%)				\$ 266,467.50
<i>Subtotal</i>				\$ 888,225.00
Environmental Document				\$ 50,000.00
Right of Way Acquisition				\$ 50,000.00
Total Estimated Cost (after project bid, at project award)				\$2,764,675.00

**CITY OF SUTTER CREEK
PRELIMINARY ENGINEER'S ESTIMATE
GOPHER FLAT ROAD WIDENING & OVERLAY
FROM COLE STREET TO 248 GOPHER FLAT ROAD
8/23/2024**

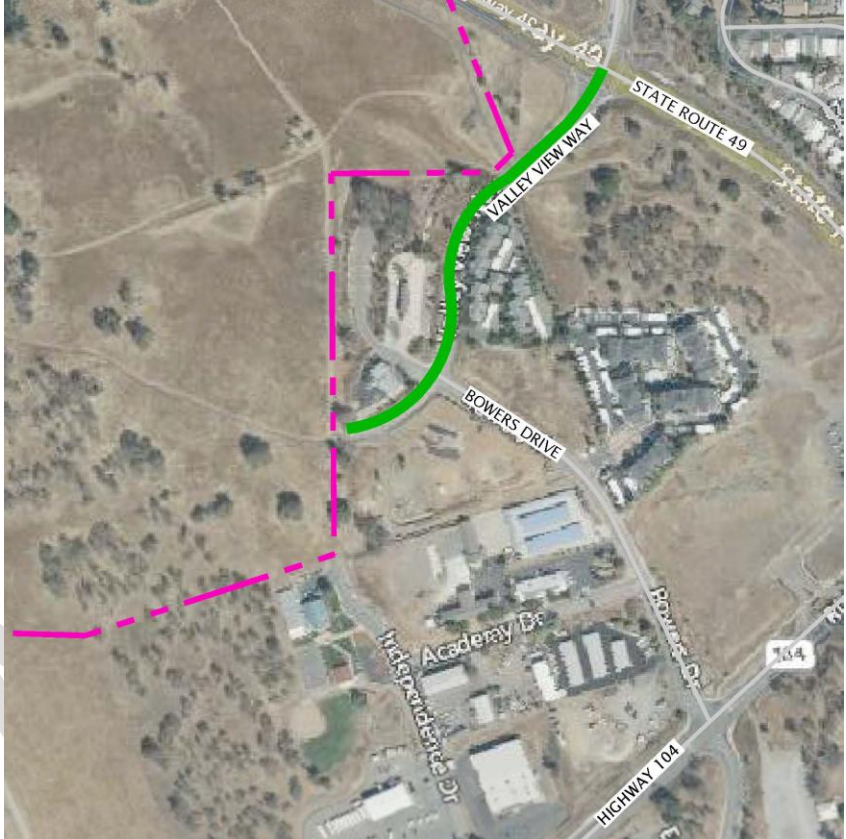
ITEM NO.	ITEM	UNIT OF MEASURE	EST. QTY.	UNIT PRICE	ITEM TOTAL
1	LOCATE & PROTECT EXISTING UTILITIES	DAY	10	\$2,500.00	\$25,000.00
2	TRAFFIC CONTROL	DAY	80	\$2,500.00	\$200,000.00
3	CLEARING & GRUBBING	DAY	10	\$5,000.00	\$50,000.00
4	ASPHALT CONCRETE GRIND	DAY	2	\$6,000.00	\$12,000.00
5	ASPHALT CONCRETE	TON	1,200	\$250.00	\$300,000.00
6	AGGREGATE BASE	TON	1,600	\$100.00	\$160,000.00
7	EARTHWORK	LS	1	\$250,000.00	\$250,000.00
8	TREE REMOVAL	EACH	15	\$5,000.00	\$75,000.00
9	CONCRETE CURB & GUTTER	LF	2,000	\$50.00	\$100,000.00
10	CONCRETE SIDEWALK	SF	7,000	\$16.00	\$112,000.00
11	CONCRETE SIDEWALK AT DRIVEWAYS	SF	1,000	\$18.00	\$18,000.00
12	CONCRETE ADA RAMP	EACH	1	\$5,000.00	\$5,000.00
13	CONCRETE STEM WALL (0-2 FT HT.)	LF	380	\$75.00	\$28,500.00
14	REGRADE EXISTING DITCH	LF	600	\$15.00	\$9,000.00
15	12-INCH DIAMETER STORM DRAIN	LF	270	\$160.00	\$43,200.00
16	STORM DRAIN INLET	EACH	6	\$5,000.00	\$30,000.00
17	ROCK SLOPE PROTECTION	TON	100	\$150.00	\$15,000.00
18	ADJUST MANHOLE TO GRADE	EACH	6	\$2,500.00	\$15,000.00
19	ADJUST WATER VALVE BOX TO GRADE	EACH	3	\$750.00	\$2,250.00
20	ADJUST WATER METER TO GRADE	EACH	6	\$750.00	\$4,500.00
21	RELOCATE FIRE HYDRANT	EACH	1	\$2,000.00	\$2,000.00
22	FENCING	LF	1,300	\$50.00	\$65,000.00
23	SIGNING AND STRIPING	LS	1	\$10,000.00	\$10,000.00
24	EROSION CONTROL	DAY	4	\$5,000.00	\$20,000.00
25	CEMENT SLURRY BACKFILL	CY	100	\$200.00	\$20,000.00
26	UNSUITABLE MATERIAL	CY	50	\$100.00	\$5,000.00
27	UTILITY POLE RELOCATION	EACH	4	\$50,000.00	\$200,000.00
CONSTRUCTION SUBTOTAL					\$1,776,450.00
CONSTRUCTION CONTINGENCY (20%)					\$355,290.00
SURVEYING (5%)					\$88,822.50
ENGINEERING (10%)					\$177,645.00
CONSTRUCTION MANAGEMENT (15%)					\$266,467.50
ENVIRONMENTAL DOCUMENT					\$50,000.00
RIGHT OF WAY ACQUISITION					\$50,000.00
TOTAL PROJECT COST					\$2,764,675.00

Project Title:	Location:
Gopher Flat Road Overlay	248 Gopher Flat Road to Golden Hills Drive
<p><u>Project Identified By:</u> Table 3.14 of the Circulation Element (Project ID MM-1).</p> <p><u>Work Description:</u> Install 2" asphalt concrete for approximately 1,850 L.F. of road, drainage, sidewalk and ADA improvements.</p>	

General Line Item	Estimated Quantity	Unit	Unit Price	Total Cost (2024 Dollars)
Construction	1	LS	\$854,980.00	\$854,980.00
Construction Contingency (20%)				\$ 170,996.00
Surveying (5%)				\$ 42,749.00
Engineering (10%)				\$ 85,498.00
Construction Management (15%)				\$ 128,247.00
<i>Subtotal</i>				\$ 427,490.00
Total Estimated Cost (after project bid, at project award)				\$1,282,470.00

**CITY OF SUTTER CREEK
PRELIMINARY ENGINEER'S ESTIMATE
GOPHER FLAT OVERLAY
FROM 248 GOPHER FLAT ROAD TO GOLDEN HILLS DRIVE
8/23/2024**

ITEM NO.	ITEM	UNIT OF MEASURE	EST. QTY.	UNIT PRICE	ITEM TOTAL
1	LOCATE & PROTECT EXISTING UTILITIES	DAY	10	\$2,500.00	\$25,000.00
2	TRAFFIC CONTROL	DAY	30	\$2,500.00	\$75,000.00
3	CLEARING & GRUBBING	DAY	5	\$5,000.00	\$25,000.00
4	ASPHALT CONCRETE GRIND	DAY	2	\$6,000.00	\$12,000.00
5	ASPHALT CONCRETE LEVELING COURSE	TON	360	\$400.00	\$144,000.00
6	ASPHALT CONCRETE	TON	950	\$250.00	\$237,500.00
7	AGGREGATE BASE	TON	100	\$100.00	\$10,000.00
8	EARTHWORK	LS	1	\$10,000.00	\$10,000.00
9	CONCRETE SIDEWALK	SF	3,000	\$16.00	\$48,000.00
10	CONCRETE SIDEWALK AT DRIVEWAYS	SF	360	\$18.00	\$6,480.00
11	CONCRETE ADA RAMP	EACH	5	\$5,000.00	\$25,000.00
12	REGRADE EXISTING DITCH	LF	1,800	\$15.00	\$27,000.00
13	30-INCH DIAMETER STORM DRAIN	LF	150	\$240.00	\$36,000.00
14	36-INCH DIAMETER STORM DRAIN	LF	100	\$260.00	\$26,000.00
15	42-INCH DIAMETER STORM DRAIN	LF	80	\$300.00	\$24,000.00
16	STORM DRAIN INLET	EACH	3	\$5,000.00	\$15,000.00
17	ROCK SLOPE PROTECTION	TON	20	\$150.00	\$3,000.00
18	ADJUST MANHOLE TO GRADE	EACH	8	\$2,500.00	\$20,000.00
19	ADJUST WATER VALVE BOX TO GRADE	EACH	18	\$750.00	\$13,500.00
20	ADJUST WATER METER TO GRADE	EACH	2	\$750.00	\$1,500.00
21	ADJUST WATER VAULT TO GRADE	EACH	1	\$5,000.00	\$5,000.00
22	RELOCATE FIRE HYDRANT	EACH	1	\$2,000.00	\$2,000.00
23	SIGNING AND STRIPING	LS	1	\$25,000.00	\$25,000.00
24	EROSION CONTROL	DAY	2	\$5,000.00	\$10,000.00
25	CEMENT SLURRY BACKFILL	CY	120	\$200.00	\$24,000.00
26	UNSUITABLE MATERIAL	CY	50	\$100.00	\$5,000.00
CONSTRUCTION SUBTOTAL					\$854,980.00
CONSTRUCTION CONTINGENCY (20%)					\$170,996.00
SURVEYING (5%)					\$42,749.00
ENGINEERING (10%)					\$85,498.00
CONSTRUCTION MANAGEMENT (15%)					\$128,247.00
TOTAL PROJECT COST					\$1,282,470.00

Project Title:	Location:
Valley View Overlay	SR 49 to end of Street
<p><u>Project Identified By:</u> City Council and Table 3.14 of the Circulation Element (Project ID MM-22).</p> <p><u>Work Description:</u> Install 2" asphalt concrete for approximately 1,200 L.F. of road, drainage, striping and ADA improvements.</p>	

General Line Item	Estimated Quantity	Unit	Unit Price	Total Cost (2024 Dollars)
Construction	1	LS	\$359,560.00	\$359,560.00
Construction Contingency (20%)				\$ 71,912.00
Surveying (5%)				\$ 17,978.00
Engineering (10%)				\$ 35,956.00
Construction Management (15%)				\$ 53,934.00
<i>Subtotal</i>				\$ 179,780.00
Total Estimated Cost (after project bid, at project award)				\$ 539,340.00

**CITY OF SUTTER CREEK
PRELIMINARY ENGINEER'S ESTIMATE
VALLEY VIEW
FROM STATE ROUTE 49 TO END OF ROAD
8/23/2024**

ITEM NO.	ITEM	UNIT OF MEASURE	EST. QTY.	UNIT PRICE	ITEM TOTAL
1	LOCATE & PROTECT EXISTING UTILITIES	DAY	2	\$2,500.00	\$5,000.00
2	TRAFFIC CONTROL	DAY	10	\$2,500.00	\$25,000.00
3	CLEARING & GRUBBING	DAY	2	\$5,000.00	\$10,000.00
4	ASPHALT CONCRETE GRIND	DAY	1	\$6,000.00	\$6,000.00
5	ASPHALT CONCRETE LEVELING COURSE	TON	225	\$400.00	\$90,000.00
6	ASPHALT CONCRETE	TON	450	\$250.00	\$112,500.00
7	AGGREGATE BASE	TON	20	\$100.00	\$2,000.00
8	CONCRETE CURB & GUTTER	LF	30	\$50.00	\$1,500.00
9	CONCRETE SIDEWALK	SF	160	\$16.00	\$2,560.00
10	CONCRETE ADA RAMP	EACH	3	\$5,000.00	\$15,000.00
11	18-INCH DIAMETER STORM DRAIN	LF	250	\$200.00	\$50,000.00
12	STORM DRAIN INLET	EACH	1	\$5,000.00	\$5,000.00
13	ADJUST MANHOLE TO GRADE	EACH	4	\$2,500.00	\$10,000.00
14	ADJUST WATER VALVE BOX TO GRADE	EACH	12	\$750.00	\$9,000.00
15	SIGNING AND STRIPING	LS	1	\$5,000.00	\$5,000.00
16	CEMENT SLURRY BACKFILL	CY	50	\$200.00	\$10,000.00
17	UNSUITABLE MATERIAL	CY	10	\$100.00	\$1,000.00
CONSTRUCTION SUBTOTAL					\$359,560.00
CONSTRUCTION CONTINGENCY (20%)					\$71,912.00
SURVEYING (5%)					\$17,978.00
ENGINEERING (10%)					\$35,956.00
CONSTRUCTION MANAGEMENT (15%)					\$53,934.00
TOTAL PROJECT COST					\$539,340.00

Project Title:	Location:
Bowers Drive Overlay	Valley View to SR 104
<p><u>Project Identified By:</u> City Council and Table 3.14 of the Circulation Element (Project ID MM-23).</p> <p><u>Work Description:</u> Install 2" asphalt concrete for approximately 1,200 L.F. of road, drainage, striping and ADA improvements.</p>	

General Line Item	Estimated Quantity	Unit	Unit Price	Total Cost (2024 Dollars)
Construction	1	LS	\$349,750.00	\$349,750.00
Construction Contingency (20%)				\$ 69,950.00
Surveying (5%)				\$ 17,487.50
Engineering (10%)				\$ 34,975.00
Construction Management (15%)				\$ 52,462.50
<i>Subtotal</i>				\$ 174,875.00
Total Estimated Cost (after project bid, at project award)				\$ 524,625.00

**CITY OF SUTTER CREEK
PRELIMINARY ENGINEER'S ESTIMATE
BOWERS ROAD
FROM STATE ROUTE 104 TO VALLEY VIEW
8/23/2024**

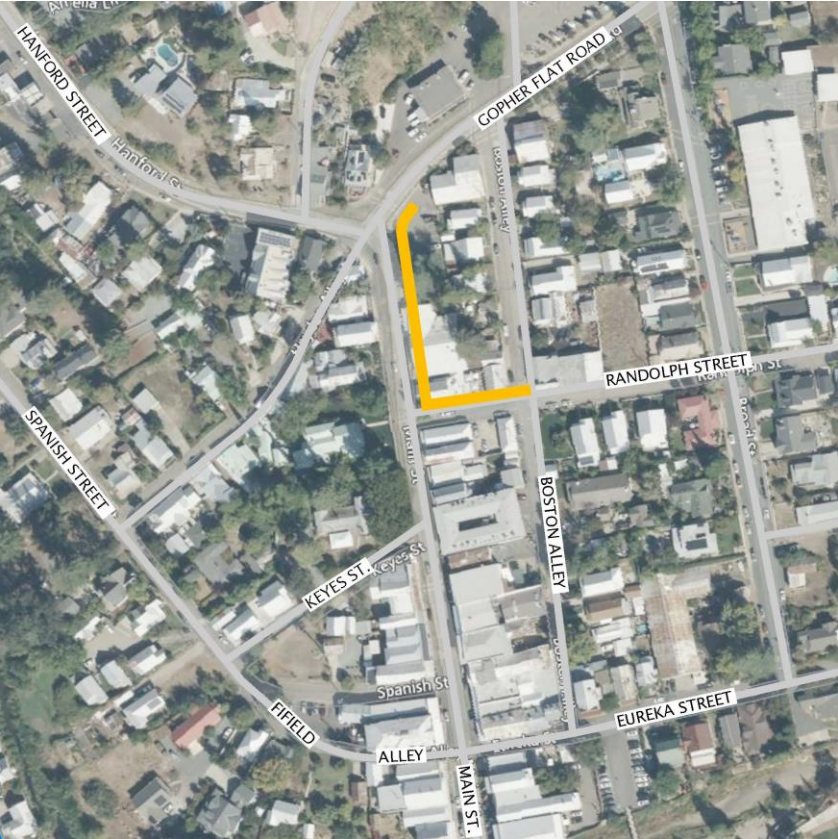
ITEM NO.	ITEM	UNIT OF MEASURE	EST. QTY.	UNIT PRICE	ITEM TOTAL
1	LOCATE & PROTECT EXISTING UTILITIES	DAY	2	\$2,500.00	\$5,000.00
2	TRAFFIC CONTROL	DAY	10	\$2,500.00	\$25,000.00
3	CLEARING & GRUBBING	DAY	2	\$5,000.00	\$10,000.00
4	ASPHALT CONCRETE GRIND	DAY	1	\$6,000.00	\$6,000.00
5	ASPHALT CONCRETE LEVELING COURSE	TON	200	\$400.00	\$80,000.00
6	ASPHALT CONCRETE	TON	400	\$250.00	\$100,000.00
7	AGGREGATE BASE	TON	20	\$100.00	\$2,000.00
8	CONCRETE ADA RAMP	EACH	4	\$5,000.00	\$20,000.00
9	18-INCH DIAMETER STORM DRAIN	LF	300	\$200.00	\$60,000.00
10	STORM DRAIN INLET	EACH	3	\$5,000.00	\$15,000.00
11	ADJUST MANHOLE TO GRADE	EACH	2	\$2,500.00	\$5,000.00
12	ADJUST WATER VALVE BOX TO GRADE	EACH	5	\$750.00	\$3,750.00
13	SIGNING AND STRIPING	LS	1	\$5,000.00	\$5,000.00
14	CEMENT SLURRY BACKFILL	CY	60	\$200.00	\$12,000.00
15	UNSUITABLE MATERIAL	CY	10	\$100.00	\$1,000.00
CONSTRUCTION SUBTOTAL					\$349,750.00
CONSTRUCTION CONTINGENCY (20%)					\$69,950.00
SURVEYING (5%)					\$17,487.50
ENGINEERING (10%)					\$34,975.00
CONSTRUCTION MANAGEMENT (15%)					\$52,462.50
TOTAL PROJECT COST					\$524,625.00

MISSING ALLEY??????

DRAFT

**CITY OF SUTTER CREEK
PRELIMINARY ENGINEER'S ESTIMATE
FIFIELD ALLEY / KEYES ST. / HAYDEN ALLEY OVERLAY
8/23/2024**

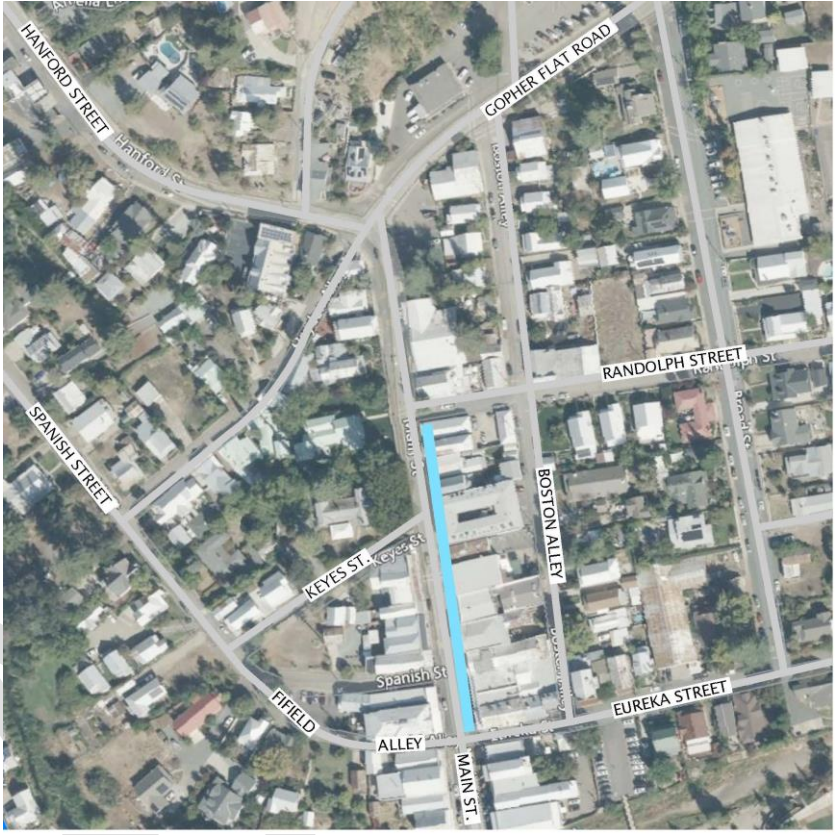
ITEM NO.	ITEM	UNIT OF MEASURE	EST. QTY.	UNIT PRICE	ITEM TOTAL
1	LOCATE & PROTECT EXISTING UTILITIES	DAY	2	\$2,500.00	\$5,000.00
2	TRAFFIC CONTROL	DAY	5	\$2,500.00	\$12,500.00
3	CLEARING & GRUBBING	DAY	2	\$5,000.00	\$10,000.00
4	ASPHALT CONCRETE GRIND	DAY	1	\$6,000.00	\$6,000.00
5	ASPHALT CONCRETE LEVELING COURSE	TON	150	\$400.00	\$60,000.00
6	ASPHALT CONCRETE	TON	350	\$250.00	\$87,500.00
7	AGGREGATE BASE	TON	50	\$100.00	\$5,000.00
8	CONCRETE CURB & GUTTER	LF	100	\$50.00	\$5,000.00
9	CONCRETE SIDEWALK	SF	300	\$16.00	\$4,800.00
10	18-INCH DIAMETER STORM DRAIN	LF	150	\$200.00	\$30,000.00
11	STORM DRAIN INLET	EACH	2	\$5,000.00	\$10,000.00
12	ADJUST MANHOLE TO GRADE	EACH	6	\$2,500.00	\$15,000.00
13	ADJUST WATER METER TO GRADE	EACH	4	\$750.00	\$3,000.00
14	ADJUST WATER VALVE BOX TO GRADE	EACH	6	\$750.00	\$4,500.00
15	SIGNING AND STRIPING	LS	1	\$5,000.00	\$5,000.00
16	CEMENT SLURRY BACKFILL	CY	30	\$200.00	\$6,000.00
17	UNSUITABLE MATERIAL	CY	10	\$100.00	\$1,000.00
CONSTRUCTION SUBTOTAL					\$270,300.00
CONSTRUCTION CONTINGENCY (20%)					\$54,060.00
SURVEYING (5%)					\$13,515.00
ENGINEERING (10%)					\$27,030.00
CONSTRUCTION MANAGEMENT (15%)					\$40,545.00
TOTAL PROJECT COST					\$405,450.00

Project Title:	Location:
Main St. Sidewalk Replacement – Loc #1	East side of Main Street between Gopher Flat Road and Randolph Street and North Randolph Street to Boston Alley
<p><u>Project Identified By:</u> City Staff.</p> <p><u>Work Description:</u> Remove and replace portions of concrete sidewalk that are damaged including stairs that are out of compliance with the building code. Will also include installing ADA ramp(s).</p>	

General Line Item	Estimated Quantity	Unit	Unit Price	Total Cost (2024 Dollars)
Construction	1	LS	\$130,200.00	\$ 130,200.00
Construction Contingency (20%)				\$ 26,040.00
Surveying (5%)				\$ 6,510.00
Engineering (10%)				\$ 13,020.00
Construction Management (15%)				\$ 19,530.00
<i>Subtotal</i>				\$ 65,100.00
Total Estimated Cost (after project bid, at project award)				\$195,300.00

**CITY OF SUTTER CREEK
PRELIMINARY ENGINEER'S ESTIMATE
SIDEWALK REPLACEMENT (PORTION)
MAIN STREET - EAST SIDE BETWEEN GOPHER FLAT/RANDOLPH & NORTH SIDE RANDOLPH
8/23/2024**

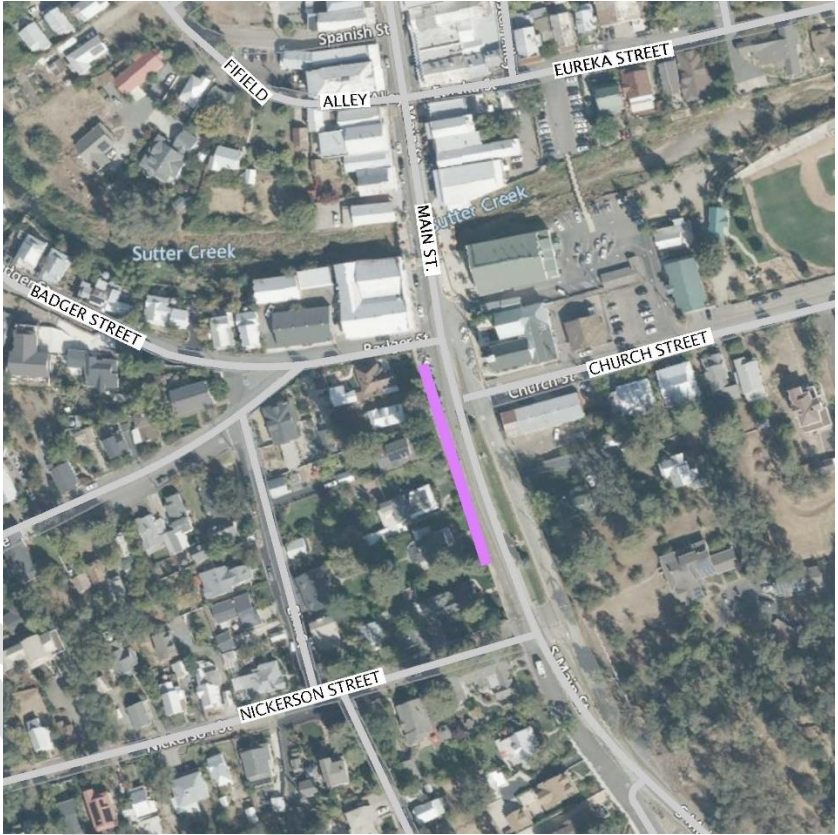
ITEM NO.	ITEM	UNIT OF MEASURE	EST. QTY.	UNIT PRICE	ITEM TOTAL
1	LOCATE & PROTECT EXISTING UTILITIES	DAY	4	\$2,500.00	\$10,000.00
2	TRAFFIC CONTROL	DAY	9	\$2,500.00	\$22,500.00
3	CLEARING & GRUBBING	DAY	7	\$5,000.00	\$35,000.00
4	EARTHWORK	LS	1	\$10,000.00	\$10,000.00
5	AGGREGATE BASE	TON	55	\$100.00	\$5,500.00
6	CONCRETE SIDEWALK	SF	1,150	\$16.00	\$18,400.00
7	CONCRETE STAIRS	SF	14	\$200.00	\$2,800.00
8	RAILING	LF	30	\$300.00	\$9,000.00
9	ADA RAMP	EA	1	\$5,000.00	\$5,000.00
10	TREE REMOVAL	EA	1	\$5,000.00	\$5,000.00
11	CONCRETE RETAINING WALL	LF	10	\$200.00	\$2,000.00
12	DRAINAGE INLET	EA	1	\$5,000.00	\$5,000.00
CONSTRUCTION SUBTOTAL					\$130,200.00
CONSTRUCTION CONTINGENCY (20%)					\$26,040.00
SURVEYING (5%)					\$6,510.00
ENGINEERING (10%)					\$13,020.00
CONSTRUCTION MANAGEMENT (15%)					\$19,530.00
TOTAL PROJECT COST					\$195,300.00

Project Title:	Location:
Main St. Sidewalk Replacement – Loc #2	East side of Main Street between Randolph Street and Eureka Street
<p><u>Project Identified By:</u> City Staff.</p> <p><u>Work Description:</u> Remove and replace portions of concrete sidewalk that are damaged including stairs that are out of compliance with the building code. Will also include installing ADA ramp(s).</p>	

General Line Item	Estimated Quantity	Unit	Unit Price	Total Cost (2024 Dollars)
Construction	1	LS	\$197,000.00	\$ 197,000.00
Construction Contingency (20%)				\$ 39,400.00
Surveying (5%)				\$ 9,850.00
Engineering (10%)				\$ 19,700.00
Construction Management (15%)				\$ 29,550.00
<i>Subtotal</i>				\$ 98,500.00
Total Estimated Cost (after project bid, at project award)				\$295,500.00

**CITY OF SUTTER CREEK
 PRELIMINARY ENGINEER'S ESTIMATE
 SIDEWALK REPLACEMENT (PORTION)
 MAIN STREET - EAST SIDE BETWEEN RANDOLPH ST. & EUREKA ST.
 8/23/2024**

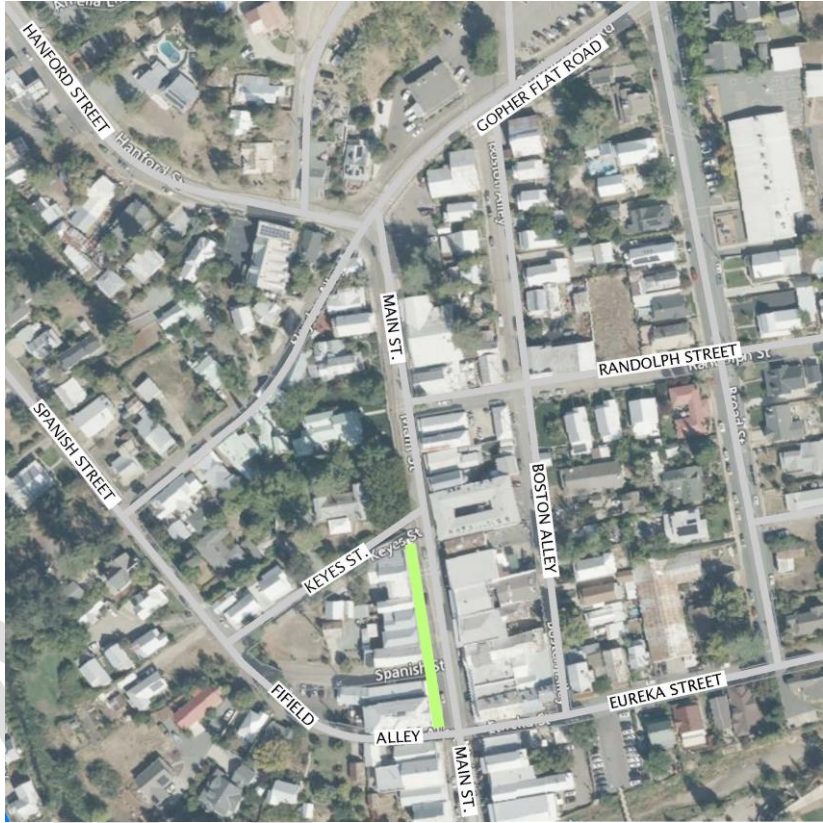
ITEM NO.	ITEM	UNIT OF MEASURE	EST. QTY.	UNIT PRICE	ITEM TOTAL
1	LOCATE & PROTECT EXISTING UTILITIES	DAY	4	\$2,500.00	\$10,000.00
2	TRAFFIC CONTROL	DAY	6	\$2,500.00	\$15,000.00
3	CLEARING & GRUBBING	DAY	8	\$5,000.00	\$40,000.00
4	EARTHWORK	LS	1	\$10,000.00	\$10,000.00
5	AGGREGATE BASE	TON	70	\$100.00	\$7,000.00
6	CONCRETE SIDEWALK	SF	950	\$16.00	\$15,200.00
7	CONCRETE STAIRS	SF	254	\$200.00	\$50,800.00
8	RAILING	LF	80	\$300.00	\$24,000.00
9	ADA RAMP	EA	1	\$5,000.00	\$5,000.00
10	RELOCATE STREET LIGHT	EA	1	\$20,000.00	\$20,000.00
CONSTRUCTION SUBTOTAL					\$197,000.00
CONSTRUCTION CONTINGENCY (20%)					\$39,400.00
SURVEYING (5%)					\$9,850.00
ENGINEERING (10%)					\$19,700.00
CONSTRUCTION MANAGEMENT (15%)					\$29,550.00
TOTAL PROJECT COST					\$295,500.00

Project Title:	Location:
Main St. Sidewalk Replacement – Loc #3	West side of Main Street between Church Street and Nickerson Street
<p><u>Project Identified By:</u> City Staff.</p> <p><u>Work Description:</u> Remove and replace portions of concrete sidewalk that are damaged. Will also include installing ADA ramp(s).</p>	

General Line Item	Estimated Quantity	Unit	Unit Price	Total Cost (2024 Dollars)
Construction	1	LS	\$100,050.00	\$ 100,050.00
Construction Contingency (20%)				\$ 20,010.00
Surveying (5%)				\$ 5,002.50
Engineering (10%)				\$ 10,005.00
Construction Management (15%)				\$ 15,007.50
<i>Subtotal</i>				\$ 50,025.00
Total Estimated Cost (after project bid, at project award)				\$150,075.00

**CITY OF SUTTER CREEK
PRELIMINARY ENGINEER'S ESTIMATE
SIDEWALK REPLACEMENT (PORTION)
MAIN STREET - WEST SIDE BETWEEN CHURCH ST. & NICKERSON ST.
8/23/2024**

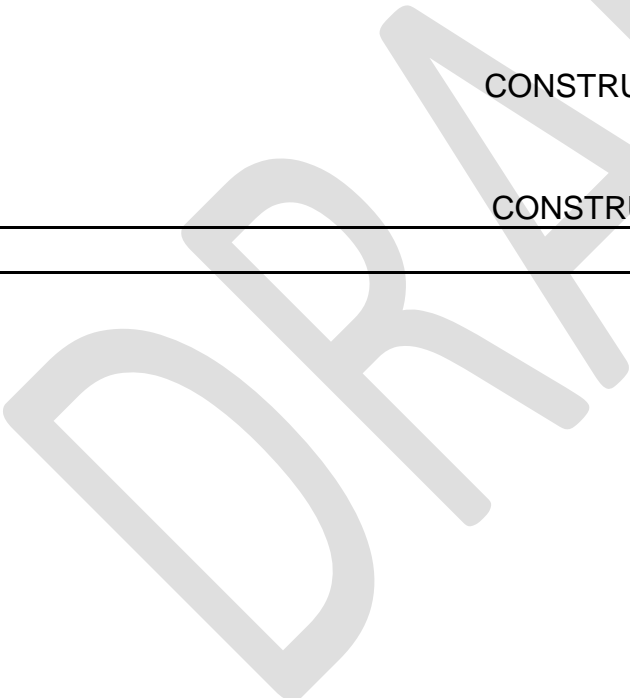
ITEM NO.	ITEM	UNIT OF MEASURE	EST. QTY.	UNIT PRICE	ITEM TOTAL
1	LOCATE & PROTECT EXISTING UTILITIES	DAY	3	\$2,500.00	\$7,500.00
2	TRAFFIC CONTROL	DAY	7	\$2,500.00	\$17,500.00
3	CLEARING & GRUBBING	DAY	7	\$5,000.00	\$35,000.00
4	EARTHWORK	LS	1	\$10,000.00	\$10,000.00
5	AGGREGATE BASE	TON	35	\$100.00	\$3,500.00
6	CONCRETE SIDEWALK	SF	550	\$16.00	\$8,800.00
7	CONCRETE CURB & GUTTER	LF	40	\$50.00	\$2,000.00
8	CONCRETE STEM WALL	LF	30	\$75.00	\$2,250.00
9	ADA RAMP	EA	2	\$5,000.00	\$10,000.00
10	ASPHALT CONCRETE	TON	10	\$350.00	\$3,500.00
CONSTRUCTION SUBTOTAL					\$100,050.00
CONSTRUCTION CONTINGENCY (20%)					\$20,010.00
SURVEYING (5%)					\$5,002.50
ENGINEERING (10%)					\$10,005.00
CONSTRUCTION MANAGEMENT (15%)					\$15,007.50
TOTAL PROJECT COST					\$150,075.00

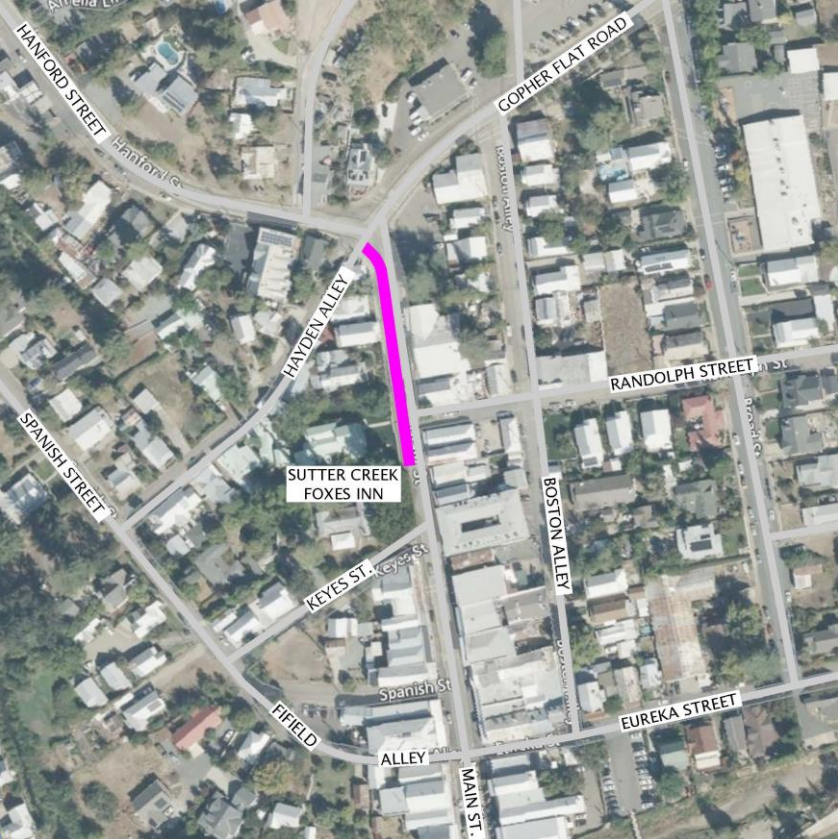
Project Title:	Location:
Main St. Sidewalk Replacement – Loc #4	West side of Main Street between Fifield Alley and Keyes Street
<p><u>Project Identified By:</u> City Staff.</p> <p><u>Work Description:</u> Remove and replace portions of concrete sidewalk that are damaged including stairs that are out of compliance with the building code.</p>	

General Line Item	Estimated Quantity	Unit	Unit Price	Total Cost (2024 Dollars)
Construction	1	LS	\$110,208.00	\$ 110,208.00
Construction Contingency (20%)				\$ 22,041.60
Surveying (5%)				\$ 5,510.40
Engineering (10%)				\$ 11,020.80
Construction Management (15%)				\$ 16,531.20
<i>Subtotal</i>				\$ 55,104.00
Total Estimated Cost (after project bid, at project award)				\$165,312.00

**CITY OF SUTTER CREEK
 PRELIMINARY ENGINEER'S ESTIMATE
 SIDEWALK REPLACEMENT (PORTION)
 MAIN STREET - WEST SIDE BETWEEN FIEFIELD ALLEY & KEYES ST.
 8/23/2024**

ITEM NO.	ITEM	UNIT OF MEASURE	EST. QTY.	UNIT PRICE	ITEM TOTAL
1	LOCATE & PROTECT EXISTING UTILITIES	DAY	4	\$2,500.00	\$10,000.00
2	TRAFFIC CONTROL	DAY	6	\$2,500.00	\$15,000.00
3	CLEARING & GRUBBING	DAY	4	\$5,000.00	\$20,000.00
4	EARTHWORK	LS	1	\$10,000.00	\$10,000.00
5	AGGREGATE BASE	TON	40	\$100.00	\$4,000.00
6	CONCRETE SIDEWALK	SF	488	\$16.00	\$7,808.00
7	CONCRETE STAIRS	SF	142	\$200.00	\$28,400.00
8	RAILING	LF	50	\$300.00	\$15,000.00
CONSTRUCTION SUBTOTAL					\$110,208.00
CONSTRUCTION CONTINGENCY (20%)					\$22,041.60
SURVEYING (5%)					\$5,510.40
ENGINEERING (10%)					\$11,020.80
CONSTRUCTION MANAGEMENT (15%)					\$16,531.20
TOTAL PROJECT COST					\$165,312.00

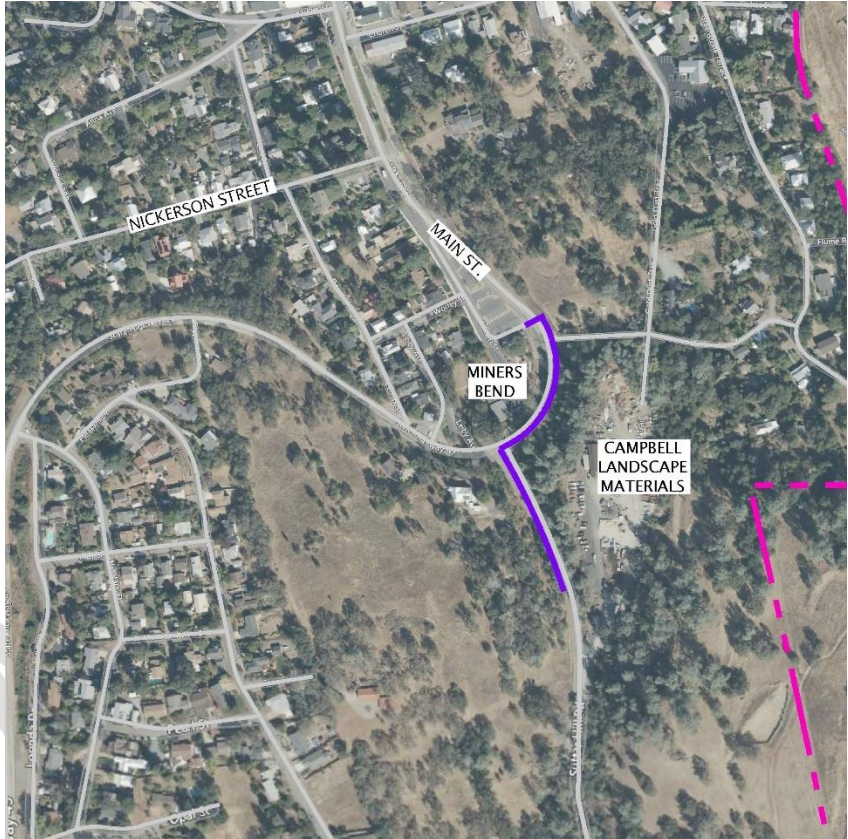


Project Title:	Location:
Main St. Sidewalk Replacement – Loc #5	West side of Main Street between Sutter Creek Inn/Foxes Inn to Hayden Alley
<p><u>Project Identified By:</u> City Staff.</p> <p><u>Work Description:</u> Remove and replace <i>portions</i> of sidewalk that are damaged. Also, will include replacing wood boards on retaining wall at road level.</p>	

General Line Item	Estimated Quantity	Unit	Unit Price	Total Cost (2024 Dollars)
Construction	1	LS	\$125,240.00	\$ 125,240.00
Construction Contingency (20%)				\$ 25,048.00
Surveying (5%)				\$ 6,262.00
Engineering (10%)				\$ 12,524.00
Construction Management (15%)				\$ 18,786.00
<i>Subtotal</i>				\$ 62,620.00
Total Estimated Cost (after project bid, at project award)				\$187,860.00

**CITY OF SUTTER CREEK
 PRELIMINARY ENGINEER'S ESTIMATE
 SIDEWALK REPLACEMENT (PORTION)
 MAIN STREET - WEST SIDE IN FRONT OF SUTTER CREEK INN/FOXES INN TO HAYDEN ALLEY
 8/23/2024**

ITEM NO.	ITEM	UNIT OF MEASURE	EST. QTY.	UNIT PRICE	ITEM TOTAL
1	LOCATE & PROTECT EXISTING UTILITIES	DAY	6	\$2,500.00	\$15,000.00
2	TRAFFIC CONTROL	DAY	10	\$2,500.00	\$25,000.00
3	CLEARING & GRUBBING	DAY	8	\$5,000.00	\$40,000.00
4	EARTHWORK	LS	1	\$10,000.00	\$10,000.00
5	AGGREGATE BASE	TON	40	\$100.00	\$4,000.00
6	CONCRETE SIDEWALK	SF	1,140	\$16.00	\$18,240.00
7	ADJUST WATER METER BOX TO GRADE	EA	2	\$750.00	\$1,500.00
8	REPLACE WOOD BOARDS	LF	230	\$50.00	\$11,500.00
CONSTRUCTION SUBTOTAL					\$125,240.00
CONSTRUCTION CONTINGENCY (20%)					\$25,048.00
SURVEYING (5%)					\$6,262.00
ENGINEERING (10%)					\$12,524.00
CONSTRUCTION MANAGEMENT (15%)					\$18,786.00
TOTAL PROJECT COST					\$187,860.00

Project Title:	Location:
Concrete Walking Path	Main Street from Miner's Bend to Sutter Hill Road adjacent to Campbell Landscape Materials
<p><u>Project Identified By:</u> Table 3.14 of the Circulation Element (Project ID MM-13 and a portion of Project ID MM-16).</p> <p><u>Work Description:</u> Install curb, gutter, sidewalk and drainage improvements along Sutter Hill Road and concrete sidewalk along Main Street including ADA ramps.</p>	

General Line Item	Estimated Quantity	Unit	Unit Price	Total Cost (2024 Dollars)
Construction	1	LS	\$648,200.00	\$ 648,200.00
Construction Contingency (20%)				\$ 129,640.00
Surveying (5%)				\$ 32,410.00
Engineering (10%)				\$ 64,820.00
Construction Management (15%)				\$ 97,230.00
<i>Subtotal</i>				\$ 324,100.00
Total Estimated Cost (after project bid, at project award)				\$972,300.00

**CITY OF SUTTER CREEK
PRELIMINARY ENGINEER'S ESTIMATE
CONCRETE WALKING PATH
MAIN STREET AT MINER'S BEND TO SUTTER HILL
8/23/2024**


ITEM NO.	ITEM	UNIT OF MEASURE	EST. QTY.	UNIT PRICE	ITEM TOTAL
1	LOCATE & PROTECT EXISTING UTILITIES	DAY	4	\$2,500.00	\$10,000.00
2	TRAFFIC CONTROL	DAY	40	\$2,500.00	\$100,000.00
3	CLEARING & GRUBBING	DAY	6	\$5,000.00	\$30,000.00
4	EARTHWORK	LS	1	\$50,000.00	\$50,000.00
5	AGGREGATE BASE	TON	400	\$100.00	\$40,000.00
6	ASPHALT CONCRETE	TON	100	\$350.00	\$35,000.00
7	CONCRETE SIDEWALK	SF	5,200	\$16.00	\$83,200.00
8	CONCRETE CURB AND GUTTER	LF	1,300	\$50.00	\$65,000.00
9	ADA RAMP	EA	4	\$5,000.00	\$20,000.00
10	36-INCH DIAMETER STORM DRAIN	LF	500	\$260.00	\$130,000.00
11	CEMENT SLURRY BACKFILL	CY	100	\$200.00	\$20,000.00
12	CONCRETE S.D. JUNCTION BOX	EA	1	\$20,000.00	\$20,000.00
13	DRAINAGE INLET	EA	2	\$5,000.00	\$10,000.00
14	TREE REMOVAL	EA	5	\$5,000.00	\$25,000.00
15	SIGNING & STRIPING	LS	1	\$10,000.00	\$10,000.00
CONSTRUCTION SUBTOTAL					\$648,200.00
CONSTRUCTION CONTINGENCY (20%)					\$129,640.00
SURVEYING (5%)					\$32,410.00
ENGINEERING (10%)					\$64,820.00
CONSTRUCTION MANAGEMENT (15%)					\$97,230.00
TOTAL PROJECT COST					\$972,300.00

Project Title:	Location:
Restroom—10'x24' at Boitano Parking Lot	Northeast corner of Boitano Parking Lot
<p><u>Project Identified By:</u> City Staff.</p> <p><u>Work Description:</u> Install a 10' wide x 24' long restroom at the northeast corner of the Boitano Parking Lot. The bathroom would be similar to the existing bathroom at Minnie Provis Park.</p>	

General Line Item	Estimated Quantity	Unit	Unit Price	Total Cost (2024 Dollars)
Construction	1	LS	\$214,500.00	\$ 214,500.00
Construction Contingency (20%)				\$ 42,900.00
Surveying (5%)				\$ 10,725.00
Engineering (10%)				\$ 21,450.00
Construction Management (15%)				\$ 32,175.00
<i>Subtotal</i>				\$ 107,250.00
Total Estimated Cost (after project bid, at project award)				\$321,750.00

**CITY OF SUTTER CREEK
PRELIMINARY ENGINEER'S ESTIMATE
10 FT. BY 24 FT. RESTROOM
BOITANO PARKING LOT
8/23/2024**

ITEM NO.	ITEM	UNIT OF MEASURE	EST. QTY.	UNIT PRICE	ITEM TOTAL
1	LOCATE & PROTECT EXISTING UTILITIES	DAY	1	\$2,500.00	\$2,500.00
2	CLEARING & GRUBBING	DAY	1	\$5,000.00	\$5,000.00
3	TRAFFIC CONTROL	DAY	2	\$2,500.00	\$5,000.00
4	FOUNDATION	DAY	2	\$5,000.00	\$10,000.00
5	ROUGH CARPENTRY	DAY	5	\$5,000.00	\$25,000.00
6	FINISH CARPENTRY	DAY	4	\$5,000.00	\$20,000.00
7	ELECTRICAL	DAY	3	\$5,000.00	\$15,000.00
8	PLUMBING	DAY	5	\$5,000.00	\$25,000.00
9	SIDING/ROOFING	DAY	5	\$5,000.00	\$25,000.00
10	PAINTING/FINISHING	DAY	2	\$5,000.00	\$10,000.00
11	POWER SUPPLY	LS	1	\$25,000.00	\$25,000.00
12	WATER METER	LS	1	\$25,000.00	\$25,000.00
13	WATER/SEWER SERVICES	LF	280	\$50.00	\$14,000.00
14	SANITARY SEWER MANHOLE	EACH	1	\$8,000.00	\$8,000.00
CONSTRUCTION SUBTOTAL					\$214,500.00
CONSTRUCTION CONTINGENCY (20%)					\$42,900.00
SURVEYING (5%)					\$10,725.00
ENGINEERING (10%)					\$21,450.00
CONSTRUCTION MANAGEMENT (15%)					\$32,175.00
TOTAL PROJECT COST					\$321,750.00


Project Title:	Location:
Solar Power at City Hall – Roof Option	City Hall Roof
<p><u>Project Identified By:</u> City Staff.</p> <p><u>Work Description:</u> Install solar panels on City Hall Roof to offset power usage at City Hall.</p>	

General Line Item	Estimated Quantity	Unit	Unit Price	Total Cost (2024 Dollars)
Construction	1	LS	\$250,000.00	\$ 250,000.00
Construction Contingency (20%)				\$ 50,000.00
Engineering (10%)				\$ 25,000.00
Construction Management (15%)				\$ 37,500.00
			<i>Subtotal</i>	\$ 112,500.00
Total Estimated Cost (after project bid, at project award)				\$362,500.00

**CITY OF SUTTER CREEK
 PRELIMINARY ENGINEER'S ESTIMATE
 LEASED SOLAR POWER AT CITY HALL – ROOF OPTION
 8/23/2024**

ITEM NO.	ITEM	UNIT OF MEASURE	EST. QTY.	UNIT PRICE	ITEM TOTAL
1	LOCATE & PROTECT EXISTING UTILITIES	DAY	1	\$2,500.00	\$2,500.00
2	LEASED SOLAR PANELS AT ROOF	LS	1	\$247,500	\$247,500.00
CONSTRUCTION SUBTOTAL					\$250,000.00
CONSTRUCTION CONTINGENCY (20%)					\$50,000.00
ENGINEERING (10%)					\$25,000.00
CONSTRUCTION MANAGEMENT (15%)					\$37,500.00
TOTAL PROJECT COST					\$362,500.00

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Project Title:	Location:
Solar Power at City Hall – Parking Lot with Carports	City Hall Parking Lot
<p><u>Project Identified By:</u> City Staff.</p> <p><u>Work Description:</u> Install solar panels at City Hall Parking Lot with carports to offset power usage at City Hall.</p>	

General Line Item	Estimated Quantity	Unit	Unit Price	Total Cost (2024 Dollars)
Construction	1	LS	\$307,400.00	\$ 307,400.00
Construction Contingency (20%)				\$ 61,480.00
Engineering (10%)				\$ 30,740.00
Construction Management (15%)				\$ 46,110.00
<i>Subtotal</i>				\$ 138,330.00
Total Estimated Cost (after project bid, at project award)				\$445,730.00

**CITY OF SUTTER CREEK
PRELIMINARY ENGINEER'S ESTIMATE
SOLAR POWER AT CITY HALL PARKING LOT WITH CARPORTS
8/23/2024**

ITEM NO.	ITEM	UNIT OF MEASURE	EST. QTY.	UNIT PRICE	ITEM TOTAL
1	LOCATE & PROTECT EXISTING UTILITIES	DAY	2	\$2,500.00	\$5,000.00
2	SOLAR PANELS AT ROOF	KW	67,200	\$4.50	\$302,400.00
CONSTRUCTION SUBTOTAL					\$307,400.00
CONSTRUCTION CONTINGENCY (20%)					\$61,480.00
ENGINEERING (10%)					\$30,740.00
CONSTRUCTION MANAGEMENT (15%)					\$46,110.00
TOTAL PROJECT COST					\$445,730.00

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Project Title:	Location:
Solar Power at Community Center	Community Center Roof
<p><u>Project Identified By:</u> City Staff.</p> <p><u>Work Description:</u> Install solar panels on Community Center Roof to offset power usage at Community Center.</p>	

General Line Item	Estimated Quantity	Unit	Unit Price	Total Cost (2024 Dollars)
Construction	1	LS	\$175,000.00	\$ 175,000.00
Construction Contingency (20%)				\$ 35,000.00
Engineering (10%)				\$ 17,500.00
Construction Management (15%)				\$ 26,250.00
<i>Subtotal</i>				\$ 78,750.00
Total Estimated Cost (after project bid, at project award)				\$253,750.00

**CITY OF SUTTER CREEK
 PRELIMINARY ENGINEER'S ESTIMATE
 LEASED SOLAR POWER AT COMMUNITY CENTER ROOF
 8/23/2024**

ITEM NO.	ITEM	UNIT OF MEASURE	EST. QTY.	UNIT PRICE	ITEM TOTAL
1	LOCATE & PROTECT EXISTING UTILITIES	DAY	1	\$2,500.00	\$2,500.00
2	LEASED SOLAR PANELS AT ROOF	LS	1	\$172,500	\$172,500.00
CONSTRUCTION SUBTOTAL					\$175,000.00
CONSTRUCTION CONTINGENCY (20%)					\$35,000.00
ENGINEERING (10%)					\$17,500.00
CONSTRUCTION MANAGEMENT (15%)					\$26,250.00
TOTAL PROJECT COST					\$253,750.00

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Project Title:	Location:
Street Lights on Main Street	Main Street
<p><u>Project Identified By:</u> City Staff.</p> <p><u>Work Description:</u> Install 7 new street lights to match the new street lights at the Main Street Bridge.</p>	

General Line Item	Estimated Quantity	Unit	Unit Price	Total Cost (2024 Dollars)
Construction	1	LS	\$125,000.00	\$ 125,000.00
Construction Contingency (20%)				\$ 25,000.00
Surveying (5%)				\$ 6,250.00
Engineering (10%)				\$ 12,500.00
Construction Management (15%)				\$ 18,750.00
<i>Subtotal</i>				\$ 62,500.00
Total Estimated Cost (after project bid, at project award)				\$187,500.00

**CITY OF SUTTER CREEK
 PRELIMINARY ENGINEER'S ESTIMATE
 REMOVE AND REPLACE 7 STREET LIGHTS ON MAIN STREET
 TO MATCH NEW STREET LIGHTS AT MAIN STREET BRIDGE
 8/23/2024**

ITEM NO.	ITEM	UNIT OF MEASURE	EST. QTY.	UNIT PRICE	ITEM TOTAL
1	LOCATE & PROTECT EXISTING UTILITIES	DAY	2	\$2,500.00	\$5,000.00
2	CLEARING & GRUBBING	DAY	4	\$5,000.00	\$20,000.00
3	TRAFFIC CONTROL	DAY	4	\$2,500.00	\$10,000.00
4	ELECTRICAL	DAY	4	\$5,000.00	\$20,000.00
5	STREET LIGHTS	EACH	7	\$10,000.00	\$70,000.00
CONSTRUCTION SUBTOTAL					\$125,000.00
CONSTRUCTION CONTINGENCY (20%)					\$25,000.00
SURVEYING (5%)					\$6,250.00
ENGINEERING (10%)					\$12,500.00
CONSTRUCTION MANAGEMENT (15%)					\$18,750.00
TOTAL PROJECT COST					\$187,500.00

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Project Title:	Location:
Gateway Improvement Project	Northwest intersection of SR49/Old State Route 49
<p><u>Project Identified By:</u> City Staff.</p> <p><u>Work Description:</u> Develop the City's property with a new gateway project. This would include installing an asphalt concrete walking path, drainage improvements, a new monument sign and landscaping.</p>	

General Line Item	Estimated Quantity	Unit	Unit Price	Total Cost (2024 Dollars)
Construction	1	LS	\$500,000.00	\$ 500,000.00
Construction Contingency (20%)				\$ 100,000.00
Surveying (5%)				\$ 25,000.00
Engineering (10%)				\$ 50,000.00
Construction Management (15%)				\$ 75,000.00
<i>Subtotal</i>				\$ 250,000.00
Architectural Plan				\$ 50,000.00
Environmental Document				\$ 20,000.00
Total Estimated Cost (after project bid, at project award)				\$820,000.00

**CITY OF SUTTER CREEK
PRELIMINARY ENGINEER'S ESTIMATE
GATEWAY IMPROVEMENTS
NORTHWEST OF INTERSECTION OF SR49/OLD ROUTE 49
8/23/2024**

ITEM NO.	ITEM	UNIT OF MEASURE	EST. QTY.	UNIT PRICE	ITEM TOTAL
1	LOCATE & PROTECT EXISTING UTILITIES	DAY	2	\$2,500.00	\$5,000.00
2	TRAFFIC CONTROL	DAY	20	\$2,500.00	\$50,000.00
3	CLEARING & GRUBBING	DAY	4	\$5,000.00	\$20,000.00
4	ASPHALT CONCRETE	TON	100	\$350.00	\$35,000.00
5	AGGREGATE BASE	TON	230	\$100.00	\$23,000.00
6	EARTHWORK	LS	1	\$75,000.00	\$75,000.00
7	12-INCH DIAMETER STORM DRAIN	LF	150	\$160.00	\$24,000.00
8	STORM DRAIN INLET	EACH	3	\$5,000.00	\$15,000.00
9	ROCK SLOPE PROTECTION	TON	20	\$150.00	\$3,000.00
10	EROSION CONTROL	DAY	1	\$5,000.00	\$5,000.00
11	UNSUITABLE MATERIAL	CY	50	\$100.00	\$5,000.00
12	POWER SUPPLY	LS	1	\$25,000.00	\$25,000.00
13	ELECTRICAL	DAY	10	\$5,000.00	\$50,000.00
14	WATER METER	LS	1	\$25,000.00	\$25,000.00
15	LANDSCAPING/PLANTING/IRRIGATION	LS	1	\$75,000.00	\$75,000.00
16	MONUMENT SIGN	LS	1	\$60,000.00	\$60,000.00
17	CALTRANS PERMIT COMPLIANCE	LS	1	\$5,000.00	\$5,000.00
CONSTRUCTION SUBTOTAL					\$500,000.00
CONSTRUCTION CONTINGENCY (20%)					\$100,000.00
SURVEYING (5%)					\$25,000.00
ENGINEERING (10%)					\$50,000.00
CONSTRUCTION MANAGEMENT (15%)					\$75,000.00
	ARCHITECTURAL PLAN	LS	1	\$50,000.00	\$50,000.00
	ENVIRONMENTAL DOCUMENT	LS	1	\$20,000.00	\$20,000.00
TOTAL PROJECT COST					\$ 820,000.00

Project Title:	Location:
Johnson Property Trail	Johnson Property from Connie Lane to Sutter Hill Road
<p><u>Project Identified By:</u> City Staff.</p> <p><u>Work Description:</u> Install an 8 foot wide aggregate base walking trail through the Johnson property to assist with pedestrian access through town.</p>	

General Line Item	Estimated Quantity	Unit	Unit Price	Total Cost (2024 Dollars)
Construction	1	LS	\$286,000.00	\$ 286,000.00
Construction Contingency (20%)				\$ 57,200.00
Surveying (5%)				\$ 14,300.00
Engineering (10%)				\$ 28,600.00
Construction Management (15%)				\$ 42,900.00
<i>Subtotal</i>				\$ 143,000.00
Preliminary Plan Alternatives				\$ 25,000.00
Environmental Document				\$ 20,000.00
Total Estimated Cost (after project bid, at project award)				\$474,000.00

**CITY OF SUTTER CREEK
PRELIMINARY ENGINEER'S ESTIMATE
JOHNSON PROPERTY TRAIL
CONNIE LANE TO SUTTER HILL ROAD
8/23/2024**

ITEM NO.	ITEM	UNIT OF MEASURE	EST. QTY.	UNIT PRICE	ITEM TOTAL
1	LOCATE & PROTECT EXISTING UTILITIES	DAY	2	\$2,500.00	\$5,000.00
2	TRAFFIC CONTROL	DAY	10	\$2,500.00	\$25,000.00
3	CLEARING & GRUBBING	DAY	6	\$5,000.00	\$30,000.00
4	TREE REMOVAL	EACH	10	\$5,000.00	\$50,000.00
5	AGGREGATE BASE	TON	400	\$100.00	\$40,000.00
6	EARTHWORK	LS	1	\$75,000.00	\$75,000.00
7	STORM DRAINAGE	LS	1	\$25,000.00	\$25,000.00
8	ROCK SLOPE PROTECTION	TON	40	\$150.00	\$6,000.00
9	EROSION CONTROL	DAY	2	\$5,000.00	\$10,000.00
10	FENCING	LF	200	\$50.00	\$10,000.00
11	BENCHES	EACH	4	\$2,500.00	\$10,000.00
CONSTRUCTION SUBTOTAL					\$286,000.00
CONSTRUCTION CONTINGENCY (20%)					\$57,200.00
SURVEYING (5%)					\$14,300.00
ENGINEERING (10%)					\$28,600.00
CONSTRUCTION MANAGEMENT (15%)					\$42,900.00
	PRELIMINARY PLAN ALTERNATIVES	LS	1	\$25,000.00	\$25,000.00
	ENVIRONMENTAL DOCUMENT	LS	1	\$20,000.00	\$20,000.00
TOTAL PROJECT COST					\$474,000.00

Project Title:	Location:
Central Eureka Mine Walking Trail	Central Eureka Mine
<p>Project Identified By: City Staff.</p> <p>Work Description: Cap the existing contaminated material and install an 8-foot-wide aggregate base walking trail thru the Central Eureka Mine property. Also install a small parking area.</p>	

General Line Item	Estimated Quantity	Unit	Unit Price	Total Cost (2024 Dollars)
Construction	1	LS	\$385,000.00	\$ 385,000.00
Construction Contingency (20%)				\$ 77,000.00
Surveying (5%)				\$ 19,250.00
Engineering (10%)				\$ 38,500.00
Construction Management (15%)				\$ 57,750.00
<i>Subtotal</i>				\$ 192,500.00
Geotechnical Removal Action Workplan				\$ 50,000.00
Total Estimated Cost (after project bid, at project award)				\$627,500.00

**CITY OF SUTTER CREEK
PRELIMINARY ENGINEER'S ESTIMATE
CENTRAL EUREKA MINE WALKING TRAIL
8/23/2024**

ITEM NO.	ITEM	UNIT OF MEASURE	EST. QTY.	UNIT PRICE	ITEM TOTAL
1	LOCATE & PROTECT EXISTING UTILITIES	DAY	2	\$2,500.00	\$5,000.00
2	TRAFFIC CONTROL	DAY	6	\$2,500.00	\$15,000.00
3	CLEARING & GRUBBING	DAY	6	\$5,000.00	\$30,000.00
4	TREE REMOVAL	EACH	10	\$5,000.00	\$50,000.00
5	IMPORT FILL	CY	500	\$100.00	\$50,000.00
6	AGGREGATE BASE	TON	150	\$100.00	\$15,000.00
7	ASPHALT CONCRETE	TON	100	\$350.00	\$35,000.00
8	CONCRETE STAIRS	SF	100	\$200.00	\$20,000.00
9	STORM DRAINAGE	LS	1	\$25,000.00	\$25,000.00
10	ROCK SLOPE PROTECTION	TON	40	\$150.00	\$6,000.00
11	EROSION CONTROL	DAY	2	\$5,000.00	\$10,000.00
12	FENCING	LF	900	\$50.00	\$45,000.00
13	UTILITY POLE RELOCATION	EACH	1	\$50,000.00	\$50,000.00
14	GATE	EACH	1	\$1,500.00	\$1,500.00
15	INFORMATIVE SIGNS	EACH	7	\$2,500.00	\$17,500.00
16	BENCHES	EACH	4	\$2,500.00	\$10,000.00
CONSTRUCTION SUBTOTAL					\$385,000.00
CONSTRUCTION CONTINGENCY (20%)					\$77,000.00
SURVEYING (5%)					\$19,250.00
ENGINEERING (10%)					\$38,500.00
CONSTRUCTION MANAGEMENT (15%)					\$57,750.00
	GEOTECHNICAL REMOVAL ACTION WORKPLAN	LS	1	\$50,000.00	\$50,000.00
TOTAL PROJECT COST					\$627,500.00

Project Title:	Location:
Additional City Parking Lot	TBD
<p><u>Project Identified By:</u> City Staff.</p> <p><u>Work Description:</u> Install an asphalt concrete parking lot on property donated or shared to the City. Exact location is not determined at this time, but assumed to be approximately 30,000 square feet.</p>	TBD

General Line Item	Estimated Quantity	Unit	Unit Price	Total Cost (2024 Dollars)
Construction	1	LS	\$586,400.00	\$ 586,400.00
Construction Contingency (20%)				\$ 117,280.00
Surveying (5%)				\$ 29,320.00
Engineering (10%)				\$ 58,640.00
Construction Management (15%)				\$ 87,960.00
<i>Subtotal</i>				\$ 293,200.00
Architectural Plan				\$ 50,000.00
Environmental Document				\$ 20,000.00
Total Estimated Cost (after project bid, at project award)				\$949,600.00

**CITY OF SUTTER CREEK
PRELIMINARY ENGINEER'S ESTIMATE
ADDITIONAL PARKING LOT
8/23/2024**

ITEM NO.	ITEM	UNIT OF MEASURE	EST. QTY.	UNIT PRICE	ITEM TOTAL
1	LOCATE & PROTECT EXISTING UTILITIES	DAY	2	\$2,500.00	\$5,000.00
2	TRAFFIC CONTROL	DAY	8	\$2,500.00	\$20,000.00
3	CLEARING & GRUBBING	DAY	4	\$5,000.00	\$20,000.00
4	ASPHALT CONCRETE	TON	500	\$250.00	\$125,000.00
5	AGGREGATE BASE	TON	1,100	\$100.00	\$110,000.00
6	EARTHWORK	LS	1	\$75,000.00	\$75,000.00
7	12-INCH DIAMETER STORM DRAIN	LF	150	\$160.00	\$24,000.00
8	STORM DRAIN INLET	EACH	4	\$5,000.00	\$20,000.00
9	EROSION CONTROL	DAY	1	\$5,000.00	\$5,000.00
10	UNSUITABLE MATERIAL	CY	50	\$100.00	\$5,000.00
11	CONCRETE CURB & GUTTER	LF	1,500	\$50.00	\$75,000.00
12	CONCRETE DRIVEWAY	DAY	150	\$16.00	\$2,400.00
13	WATER METER	LS	1	\$25,000.00	\$25,000.00
14	LANDSCAPING/PLANTING/IRRIGATION	LS	1	\$75,000.00	\$75,000.00
CONSTRUCTION SUBTOTAL					\$586,400.00
CONSTRUCTION CONTINGENCY (20%)					\$117,280.00
SURVEYING (5%)					\$29,320.00
ENGINEERING (10%)					\$58,640.00
CONSTRUCTION MANAGEMENT (15%)					\$87,960.00
	ARCHITECTURAL PLAN	LS	1	\$50,000.00	\$50,000.00
	ENVIRONMENTAL DOCUMENT	LS	1	\$20,000.00	\$20,000.00
TOTAL PROJECT COST					\$949,600.00

Project Title:	Location:
Restroom – 8’x8’ at Bryson Park	Northeast corner of Bryson Park
<p><u>Project Identified By:</u> City Staff.</p> <p><u>Work Description:</u> Install a 8’ wide x 8’ long restroom at Bryson Park.</p>	

General Line Item	Estimated Quantity	Unit	Unit Price	Total Cost (2024 Dollars)
Construction	1	LS	\$60,000.00	\$ 60,000.00
Construction Contingency (20%)				\$ 12,000.00
Surveying (5%)				\$ 3,000.00
Engineering (10%)				\$ 6,000.00
Construction Management (15%)				\$ 9,000.00
<i>Subtotal</i>				\$ 30,000.00
Total Estimated Cost (after project bid, at project award)				\$ 90,000.00

**CITY OF SUTTER CREEK
PRELIMINARY ENGINEER'S ESTIMATE
8 FT. BY 8 FT. RESTROOM
BRYSON PARK
8/23/2024**

ITEM NO.	ITEM	UNIT OF MEASURE	EST. QTY.	UNIT PRICE	ITEM TOTAL
1	CLEARING & GRUBBING	DAY	1	\$5,000.00	\$5,000.00
2	FOUNDATION	DAY	2	\$5,000.00	\$10,000.00
3	ROUGH CARPENTRY	DAY	1	\$5,000.00	\$5,000.00
4	FINISH CARPENTRY	DAY	1	\$5,000.00	\$5,000.00
5	ELECTRICAL	DAY	1	\$5,000.00	\$5,000.00
6	PLUMBING	DAY	2	\$5,000.00	\$10,000.00
7	SIDING/ROOFING	DAY	1	\$5,000.00	\$5,000.00
8	PAINTING/FINISHING	DAY	3	\$5,000.00	\$5,000.00
CONSTRUCTION SUBTOTAL					\$60,000.00
CONSTRUCTION CONTINGENCY (20%)					\$12,000.00
SURVEYING (5%)					\$3,000.00
ENGINEERING (10%)					\$6,000.00
CONSTRUCTION MANAGEMENT (15%)					\$9,000.00
TOTAL PROJECT COST					\$90,000.00

Project Title:	Location:
New City Hall	TBD
<p><u>Project Identified By:</u> City Staff.</p> <p><u>Work Description:</u> Construct a new 3,600 square foot building and install an asphalt concrete parking lot with drainage, utilities, landscaping and irrigation. Exact location is not determined at this time.</p>	TBD

General Line Item	Estimated Quantity	Unit	Unit Price	Total Cost (2024 Dollars)
Construction	1	LS	\$5,000,000.00	\$ 5,000,000.00
Construction Contingency (20%)				\$ 1,000,000.00
Surveying (5%)				\$ 250,000.00
Engineering (10%)				\$ 500,000.00
Architectural (10%)				\$ 500,000.00
Construction Management (15%)				\$ 750,000.00
			<i>Subtotal</i>	\$ 3,000,000.00
Right of Way Acquisition				\$ 500,000.00
Environmental Document				\$ 200,000.00
Total Estimated Cost (after project bid, at project award)				\$8,700,000.00

**CITY OF SUTTER CREEK
PRELIMINARY ENGINEER'S ESTIMATE
NEW CITY HALL**

8/23/2024

ITEM NO.	ITEM	UNIT OF MEASURE	EST. QTY.	UNIT PRICE	ITEM TOTAL
1	NEW 3,600 S.F. BUILDING	LS	1	\$4,000,000.00	\$4,000,000.00
2	PARKING LOT WITH DRAINAGE, UTILITIES, LANDSCAPING & IRRIGATION	LS	1	\$1,000,000.00	\$1,000,000.00
CONSTRUCTION SUBTOTAL					\$5,000,000.00
CONSTRUCTION CONTINGENCY (20%)					\$1,000,000.00
SURVEYING (5%)					\$250,000.00
ENGINEERING (10%)					\$500,000.00
ARCHITECTURAL (10%)					\$500,000.00
CONSTRUCTION MANAGEMENT (15%)					\$750,000.00
	RIGHT OF WAY ACQUISTION	LS	1	\$500,000.00	\$500,000.00
	ENVIRONMENTAL DOCUMENT	LS	1	\$200,000.00	\$200,000.00
TOTAL PROJECT COST					\$8,700,000.00

**CITY OF SUTTER CREEK
PRELIMINARY ENGINEER'S ESTIMATE
MINNIE PROVIS PARK – PAVER INSTALLATION**

8/23/2024

ITEM NO.	ITEM	UNIT OF MEASURE	EST. QTY.	UNIT PRICE	ITEM TOTAL
1	CLEARING & GRUBBING	DAY	1	\$5,000.00	\$5,000.00
2	CONCRETE PAVERS	SF	2000	\$10.00	\$20,000.00
CONSTRUCTION SUBTOTAL					\$25,000.00
CONSTRUCTION CONTINGENCY (20%)					\$5,000.00
SURVEYING (5%)					\$1,250.00
ENGINEERING (10%)					\$2,500.00
CONSTRUCTION MANAGEMENT (15%)					\$3,750.00
TOTAL PROJECT COST					\$37,500.00

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**CITY OF SUTTER CREEK
PRELIMINARY ENGINEER'S ESTIMATE
SUTTER CREEK/AMADOR CITY BICYCLE/PEDESTRIAN PROJECT**

8/23/2024

	PLANNING & ENGINEERING	\$150,000.00
	TOTAL PROJECT COST	\$150,000.00

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**CITY OF SUTTER CREEK
PRELIMINARY ENGINEER'S ESTIMATE
KNIGHTS FOUNDRY BUILDING FOUNDATION REHABILITATION**

8/23/2024

ITEM NO.	ITEM	UNIT OF MEASURE	EST. QTY.	UNIT PRICE	ITEM TOTAL
1	LOCATE & PROTECT EXISTING UTILITIES	DAY	1	\$2,500.00	\$2,500.00
2	CLEARING & GRUBBING	DAY	1	\$5,000.00	\$5,000.00
3	ROCK SLOPE PROTECTION FABRIC	SF	1000	\$2.00	\$2,000.00
4	ROCK SLOPE PROTECTION	TON	70	\$150.00	\$10,500.00
CONSTRUCTION SUBTOTAL					\$20,000.00
CONSTRUCTION CONTINGENCY (20%)					\$4,000.00
SURVEYING (5%)					\$1,000.00
ENGINEERING (10%)					\$2,000.00
CONSTRUCTION MANAGEMENT (15%)					\$3,000.00
TOTAL PROJECT COST					\$30,000.00

DRAFT

**CITY OF SUTTER CREEK
PRELIMINARY ENGINEER'S ESTIMATE
MONTE VERDE STORE – FLOOR & WALL REHABILITATION**

8/23/2024

ITEM NO.	ITEM	UNIT OF MEASURE	EST. QTY.	UNIT PRICE	ITEM TOTAL
1	FLOOR & WALL REHABILITATION	LS	1	\$100,000.00	\$100,000.00
TOTAL PROJECT COST					\$100,000.00

DRAFT

CITY OF SUTTER CREEK
PRELIMINARY ENGINEER'S ESTIMATE
MONTE VERDE STORE – NEW HVAC

8/23/2024

ITEM NO.	ITEM	UNIT OF MEASURE	EST. QTY.	UNIT PRICE	ITEM TOTAL
1	NEW HVAC UNIT	LS	1	\$20,000.00	\$20,000.00
TOTAL PROJECT COST					\$20,000.00

DRAFT

**CITY OF SUTTER CREEK
PRELIMINARY ENGINEER'S ESTIMATE
GRAMMAR SCHOOL – NEW HVAC & WINDOWS**

8/23/2024

ITEM NO.	ITEM	UNIT OF MEASURE	EST. QTY.	UNIT PRICE	ITEM TOTAL
1	NEW HVAC UNIT & WINDOWS	LS	1	\$100,000.00	\$100,000.00
TOTAL PROJECT COST					\$100,000.00

DRAFT


Project Title:	Location:
Drainage Study at Bryson Park/Mobile Home Park	At Sutter Terrace Mobile Home Park/Bryson Park
<p><u>Project Identified By:</u> City Staff.</p> <p><u>Work Description:</u> This work is for a Licensed Civil Engineer to prepare a drainage study for the drainage ditch at Bryson Park/Mobile Home Park.</p>	

General Line Item	Estimated Quantity	Unit	Unit Price	Total Cost (2024 Dollars)
Engineering	1	LS	\$45,000.00	\$ 45,000.00
<i>Subtotal</i>				\$ 45,000.00
Total Estimated Cost (after project bid, at project award)				\$ 45,000.00

**CITY OF SUTTER CREEK
PRELIMINARY ENGINEER'S ESTIMATE
DRAINAGE STUDY
AT BRYSON PARK/MOBILE HOME PARK
8/23/2024**

	ENGINEERING	\$45,000.00
	TOTAL PROJECT COST	\$45,000.00

DRAFT

Project Title:	Location:
Drainage Improvements at Intersection of Badger/Spanish St.	Intersection of Badger Street and Spanish Street
<p><u>Project Identified By:</u> City Staff.</p> <p><u>Work Description:</u> Install approximately 360 L.F. of dual 42-inch diameter storm drain pipe to connect to the existing storm drain junction box that was installed as part of the Badger Street Bridge Replacement Project to alleviate the flooding in this area. This work would also include overlaying the existing intersection with 2" asphalt concrete.</p>	

General Line Item	Estimated Quantity	Unit	Unit Price	Total Cost (2024 Dollars)
Construction	1	LS	\$546,000.00	\$ 546,000.00
Construction Contingency (20%)				\$ 109,200.00
Surveying (5%)				\$ 27,300.00
Engineering (10%)				\$ 54,600.00
Construction Management (15%)				\$ 81,900.00
<i>Subtotal</i>				\$ 273,000.00
Total Estimated Cost (after project bid, at project award)				\$ 819,000.00

**CITY OF SUTTER CREEK
 PRELIMINARY ENGINEER'S ESTIMATE
 DRAINAGE IMPROVEMENTS AT
 BRYSON PARK DRAINAGE CHANNEL
 8/23/2024**

ITEM NO.	ITEM	UNIT OF MEASURE	EST. QTY.	UNIT PRICE	ITEM TOTAL
1	LOCATE & PROTECT EXISTING UTILITIES	DAY	1	\$2,500.00	\$2,500.00
2	CLEARING & GRUBBING	DAY	2	\$5,000.00	\$10,000.00
3	EARTHWORK	LS	1	\$50,000.00	\$50,000.00
4	EROSION CONTROL	DAY	1	\$5,000.00	\$5,000.00
5	ROCK SLOPE PROTECTION	TON	100	\$150.00	\$15,000.00
CONSTRUCTION SUBTOTAL					\$82,500.00
CONSTRUCTION CONTINGENCY (20%)					\$16,500.00
SURVEYING (5%)					\$4,125.00
ENGINEERING (10%)					\$8,250.00
ENVIRONMENTAL PERMITS					\$40,000.00
CONSTRUCTION MANAGEMENT (15%)					\$12,375.00
TOTAL PROJECT COST					\$163,750.00

DRAFT

**CITY OF SUTTER CREEK
PRELIMINARY ENGINEER'S ESTIMATE
DRAINAGE IMPROVEMENTS AT THE
INTERSECTION OF BADGER STREET AND SPANISH STREET
8/23/2024**

ITEM NO.	ITEM	UNIT OF MEASURE	EST. QTY.	UNIT PRICE	ITEM TOTAL
1	LOCATE & PROTECT EXISTING UTILITIES	DAY	8	\$2,500.00	\$20,000.00
2	TRAFFIC CONTROL	DAY	30	\$2,500.00	\$75,000.00
3	CLEARING & GRUBBING	DAY	4	\$5,000.00	\$20,000.00
4	12-INCH DIAMETER STORM DRAIN	LF	175	\$160.00	\$28,000.00
5	42-INCH DIAMETER STORM DRAIN	LF	360	\$300.00	\$108,000.00
6	STORM DRAIN INLET	EACH	3	\$5,000.00	\$15,000.00
7	CONCRETE HEADWALL	EACH	1	\$20,000.00	\$20,000.00
8	STORM DRAIN MANHOLE	EACH	1	\$8,000.00	\$8,000.00
9	CONCRETE S.D. JUNCTION BOX	EACH	1	\$40,000.00	\$40,000.00
10	CONNECT TO EX. S.D. JUNCTION BOX	EACH	1	\$10,000.00	\$10,000.00
11	CEMENT SLURRY BACKFILL	CY	450	\$200.00	\$90,000.00
12	ASPHALT CONCRETE	TON	180	\$250.00	\$45,000.00
13	ASPHALT CONCRETE DIKE	LF	100	\$20.00	\$2,000.00
14	SIGNING AND STRIPING	LS	1	\$5,000.00	\$5,000.00
15	RELOCATE EXISTING GAS MAIN	LS	1	\$50,000.00	\$50,000.00
16	UNSUITABLE MATERIAL	CY	100	\$100.00	\$10,000.00
CONSTRUCTION SUBTOTAL					\$546,000.00
CONSTRUCTION CONTINGENCY (20%)					\$109,200.00
SURVEYING (5%)					\$27,300.00
ENGINEERING (10%)					\$54,600.00
CONSTRUCTION MANAGEMENT (15%)					\$81,900.00
TOTAL PROJECT COST					\$819,000.00

**CITY OF SUTTER CREEK
PRELIMINARY ENGINEER'S ESTIMATE
DRAINAGE IMPROVEMENTS AT KARSAN ROAD
8/23/2024**

ITEM NO.	ITEM	UNIT OF MEASURE	EST. QTY.	UNIT PRICE	ITEM TOTAL
1	LOCATE & PROTECT EXISTING UTILITIES	DAY	1	\$2,500.00	\$2,500.00
2	TRAFFIC CONTROL	DAY	1	\$2,500.00	\$2,500.00
3	CLEARING & GRUBBING	DAY	2	\$5,000.00	\$10,000.00
4	EARTHWORK	LS	1	\$10,000.00	\$10,000.00
5	ULTRA BLOCK RETAINING WALL	LF	100	\$200.00	\$20,000.00
6	AGGREGATE BASE	TON	60	\$100.00	\$6,000.00
7	ASPHALT CONCRETE	TON	30	\$250.00	\$7,500.00
8	EROSION CONTROL	DAY	1	\$5,000.00	\$5,000.00
9	ROCK SLOPE PROTECTION	TON	100	\$150.00	\$15,000.00
CONSTRUCTION SUBTOTAL					\$78,500.00
CONSTRUCTION CONTINGENCY (20%)					\$15,700.00
SURVEYING (5%)					\$3,925.00
ENGINEERING (10%)					\$7,850.00
ENVIRONMENTAL PERMITS					\$40,000.00
CONSTRUCTION MANAGEMENT (15%)					\$11,775.00
TOTAL PROJECT COST					\$157,750.00

**CITY OF SUTTER CREEK
PRELIMINARY ENGINEER'S ESTIMATE
DRAINAGE IMPROVEMENTS AT 310 GOPHER FLAT ROAD
8/23/2024**

ITEM NO.	ITEM	UNIT OF MEASURE	EST. QTY.	UNIT PRICE	ITEM TOTAL
1	LOCATE & PROTECT EXISTING UTILITIES	DAY	1	\$2,500.00	\$2,500.00
2	CLEARING & GRUBBING	DAY	1	\$5,000.00	\$5,000.00
3	18-INCH DIAMETER STORM DRAIN	LF	140	\$200.00	\$28,000.00
4	STORM DRAIN INLET	EACH	2	\$5,000.00	\$10,000.00
5	FLARED END SECTION	EACH	2	\$2,000.00	\$4,000.00
6	ROCK SLOPE PROTECTION	TON	10	\$150.00	\$1,500.00
7	AGGREGATE BASE	TON	30	\$100.00	\$3,000.00
8	ASPHALT CONCRETE	TON	24	\$250.00	\$6,000.00
CONSTRUCTION SUBTOTAL					\$60,000.00
CONSTRUCTION CONTINGENCY (20%)					\$12,000.00
SURVEYING (5%)					\$3,000.00
ENGINEERING (10%)					\$6,000.00
CONSTRUCTION MANAGEMENT (15%)					\$9,000.00
TOTAL PROJECT COST					\$90,000.00

**CITY OF SUTTER CREEK
PRELIMINARY ENGINEER'S ESTIMATE
DRAINAGE IMPROVEMENTS FOR
SPANISH STREET DRAINAGE INLET REPLACEMENT
8/23/2024**

ITEM NO.	ITEM	UNIT OF MEASURE	EST. QTY.	UNIT PRICE	ITEM TOTAL
1	LOCATE & PROTECT EXISTING UTILITIES	DAY	4	\$2,500.00	\$10,000.00
2	CLEARING & GRUBBING	DAY	2	\$5,000.00	\$10,000.00
3	TRAFFIC CONTROL	DAY	10	\$2,500.00	\$25,000.00
4	18-INCH DIAMETER STORM DRAIN	LF	25	\$200.00	\$5,000.00
5	STORM DRAIN INLET	EACH	4	\$5,000.00	\$20,000.00
6	CEMENT SLURRY BACKFILL	CY	5	\$200.00	\$1,000.00
7	AGGREGATE BASE	TON	40	\$100.00	\$4,000.00
8	ASPHALT CONCRETE	TON	20	\$250.00	\$5,000.00
CONSTRUCTION SUBTOTAL					\$80,000.00
CONSTRUCTION CONTINGENCY (20%)					\$16,000.00
SURVEYING (5%)					\$4,000.00
ENGINEERING (10%)					\$8,000.00
CONSTRUCTION MANAGEMENT (15%)					\$12,000.00
TOTAL PROJECT COST					\$120,000.00

**CITY OF SUTTER CREEK
PRELIMINARY ENGINEER'S ESTIMATE
DRAINAGE IMPROVEMENTS AT
154 TO 180 BADGER STREET
8/23/2024**

ITEM NO.	ITEM	UNIT OF MEASURE	EST. QTY.	UNIT PRICE	ITEM TOTAL
1	LOCATE & PROTECT EXISTING UTILITIES	DAY	2	\$2,500.00	\$5,000.00
2	CLEARING & GRUBBING	DAY	2	\$5,000.00	\$10,000.00
3	TRAFFIC CONTROL	DAY	6	\$2,500.00	\$15,000.00
4	18-INCH DIAMETER STORM DRAIN	LF	250	\$200.00	\$50,000.00
5	STORM DRAIN INLET	EACH	2	\$5,000.00	\$10,000.00
6	FLARED END SECTION	EACH	1	\$2,000.00	\$2,000.00
7	ROCK SLOPE PROTECTION	TON	20	\$150.00	\$3,000.00
8	CONCRETE VALLEY GUTTER	SF	1,200	\$40.00	\$48,000.00
9	ASPHALT CONCRETE GRIND	DAY	1	\$6,000.00	\$6,000.00
10	AGGREGATE BASE	TON	50	\$100.00	\$5,000.00
11	ASPHALT CONCRETE	TON	50	\$250.00	\$12,500.00
12	EROSION CONTROL	DAY	1	\$5,000.00	\$5,000.00
CONSTRUCTION SUBTOTAL					\$171,500.00
CONSTRUCTION CONTINGENCY (20%)					\$34,300.00
SURVEYING (5%)					\$8,575.00
ENGINEERING (10%)					\$17,150.00
CONSTRUCTION MANAGEMENT (15%)					\$25,725.00
TOTAL PROJECT COST					\$257,250.00

Completed Projects

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Project Title:	Location:
Oro Madre Way Overlay	251 Mahoney Mill Road to Sutter Ione Road
<p><u>Project Identified By:</u> Pavement Management Program Report – Pavement Condition Index (PCI) = 15, which is the fifth worst rated street in town. This project was also included in Table 3.14 of the Circulation Element (Project ID RD-1).</p> <p><u>Work Description:</u> Install 2” asphalt concrete for approximately 1,525 L.F. of road and drainage improvements.</p>	

General Line Item	Estimated Quantity	Unit	Unit Price	Total Cost (2022 Dollars)
Construction	1	LS	\$213,500.00	\$213,500.00
Construction Contingency (20%)				\$ 42,700.00
Surveying (5%)				\$ 10,675.00
Engineering (10%)				\$ 21,350.00
Construction Management (15%)				\$ 32,025.00
<i>Subtotal</i>				\$ 106,750.00
Total Estimated Cost (after project bid, at project award)				\$320,250.00

ADD IN ACTUAL COSTS – KEEP ESTIMATES AND ADD COLUMN FOR ACTUAL

**CITY OF SUTTER CREEK
PRELIMINARY ENGINEER'S ESTIMATE
ORO MADRE WAY OVERLAY
FROM 251 MAHONEY MILL ROAD TO SUTTER IONE ROAD
5/4/2022**

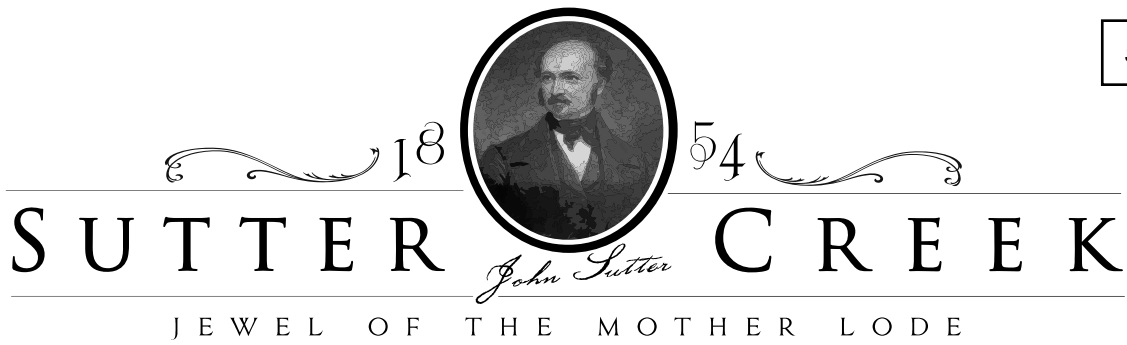
ITEM NO.	ITEM	UNIT OF MEASURE	EST. QTY.	UNIT PRICE	ITEM TOTAL
1	LOCATE & PROTECT EXISTING UTILITIES	DAY	2	\$2,500.00	\$5,000.00
2	TRAFFIC CONTROL	DAY	4	\$2,500.00	\$10,000.00
3	CLEARING & GRUBBING	DAY	1	\$5,000.00	\$5,000.00
4	ASPHALT CONCRETE GRIND	DAY	2	\$6,000.00	\$12,000.00
5	ASPHALT CONCRETE LEVELING COURSE	TON	70	\$400.00	\$28,000.00
6	ASPHALT CONCRETE	TON	500	\$250.00	\$125,000.00
7	AGGREGATE BASE	TON	75	\$100.00	\$7,500.00
8	ADJUST MANHOLE TO GRADE	EACH	1	\$2,500.00	\$2,500.00
9	ADJUST DROP INLET TO GRADE	EACH	1	\$2,500.00	\$2,500.00
10	18-INCH DIAMETER STORM DRAIN	LF	40	\$200.00	\$8,000.00
11	STORM DRAIN INLET	EACH	1	\$5,000.00	\$5,000.00
12	CEMENT SLURRY BACKFILL	CY	10	\$200.00	\$2,000.00
13	UNSUITABLE MATERIAL	CY	10	\$100.00	\$1,000.00
CONSTRUCTION SUBTOTAL					\$213,500.00
CONSTRUCTION CONTINGENCY (20%)					\$42,700.00
SURVEYING (5%)					\$10,675.00
ENGINEERING (10%)					\$21,350.00
CONSTRUCTION MANAGEMENT (15%)					\$32,025.00
TOTAL PROJECT COST					\$320,250.00

Project Title:	Location:
Eureka Road Overlay	Sutter Hill Road to Old Ridge Road
<p><u>Project Identified By:</u> City Staff.</p> <p><u>Work Description:</u> Install 2" asphalt concrete for approximately 1,100 L.F. of road and drainage improvements.</p>	

General Line Item	Estimated Quantity	Unit	Unit Price	Total Cost (2022 Dollars)
Construction	1	LS	\$299,850.00	\$299,850.00
Construction Contingency (20%)				\$ 59,970.00
Surveying (5%)				\$ 14,992.50
Engineering (10%)				\$ 29,985.00
Construction Management (15%)				\$ 44,977.50
<i>Subtotal</i>				\$ 149,925.00
Total Estimated Cost (after project bid, at project award)				\$449,775.00

**CITY OF SUTTER CREEK
PRELIMINARY ENGINEER'S ESTIMATE
EUREKA ROAD OVERLAY
FROM SUTTER HILL ROAD TO OLD RIDGE ROAD
5/4/2022**

ITEM NO.	ITEM	UNIT OF MEASURE	EST. QTY.	UNIT PRICE	ITEM TOTAL
1	LOCATE & PROTECT EXISTING UTILITIES	DAY	4	\$2,500.00	\$10,000.00
2	TRAFFIC CONTROL	DAY	8	\$2,500.00	\$20,000.00
3	CLEARING & GRUBBING	DAY	4	\$5,000.00	\$20,000.00
4	ASPHALT CONCRETE GRIND	DAY	1	\$6,000.00	\$6,000.00
5	ASPHALT CONCRETE LEVELING COURSE	TON	75	\$400.00	\$30,000.00
5	ASPHALT CONCRETE	TON	375	\$350.00	\$131,250.00
6	AGGREGATE BASE	TON	50	\$100.00	\$5,000.00
7	12-INCH DIAMETER STORM DRAIN	LF	85	\$160.00	\$13,600.00
8	FLARED END SECTION	EA	4	\$4,000.00	\$16,000.00
9	AC DIKE	LF	800	\$20.00	\$16,000.00
10	EARTHWORK	LS	1	\$10,000.00	\$10,000.00
11	CEMENT SLURRY BACKFILL	CY	10	\$200.00	\$2,000.00
12	UNSUITABLE MATERIAL	CY	100	\$100.00	\$10,000.00
13	SIGNING AND STRIPING	LS	1	\$10,000.00	\$10,000.00
CONSTRUCTION SUBTOTAL					\$299,850.00
CONSTRUCTION CONTINGENCY (20%)					\$59,970.00
SURVEYING (5%)					\$14,992.50
ENGINEERING (10%)					\$29,985.00
CONSTRUCTION MANAGEMENT (15%)					\$44,977.50
TOTAL PROJECT COST					\$449,775.00



INFORMATIONAL STAFF REPORT

TO: THE HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL
MEETING DATE: OCTOBER 7, 2024
FROM: DAN LAFONTAINE, PUBLIC WORK DIRECTOR
SUBJECT: TREES IN DOWNTOWN AND MINERS BEND PROJECT

RECOMMENDATION: Staff wants prioritization of resources to implement a design and investigate feasibility and cost of installation of trees on Main Street and Miners Bend.

BACKGROUND: Trees possess the ability to provide shade, control erosion, buffer noise, and help improve our air quality. Trees also have roots that infiltrate our storm drains and sewer mains and must be controlled to avoid costly repairs. Growing trees are a constant battle for the PW department that costs tens of thousands of dollars in trimming and root mitigation. The placement of future trees is paramount in ensuring that the City keep annual operation costs low.

DISCUSSION: Individual council members have proposed projects outside the budget cycle. Staff wants confirmation from a majority of Council Members that it should proceed and what should be de-prioritized.

Staff would like to know the council's appetite for the installation of trees in downtown and particularly on Main Street as a priority project. The project planning would entail the following:

- Design of project to include type, quantity, and placement of trees that would be installed on Main Street or other areas to maximize shade
- Determination of water sources and cost estimates to provide water to the trees
- Installation method to minimize root intrusion into storm drain and sewer mains and laterals
- Estimate maintenance associated with the tree installation.
- Whether staff should explore alternatives to provide shade other than trees (i.e. shade structures)

We have also had a request to look at shade trees at Miner's Bend. It would need some similar planning and prioritization. Council can provide feedback on one or both of these projects.

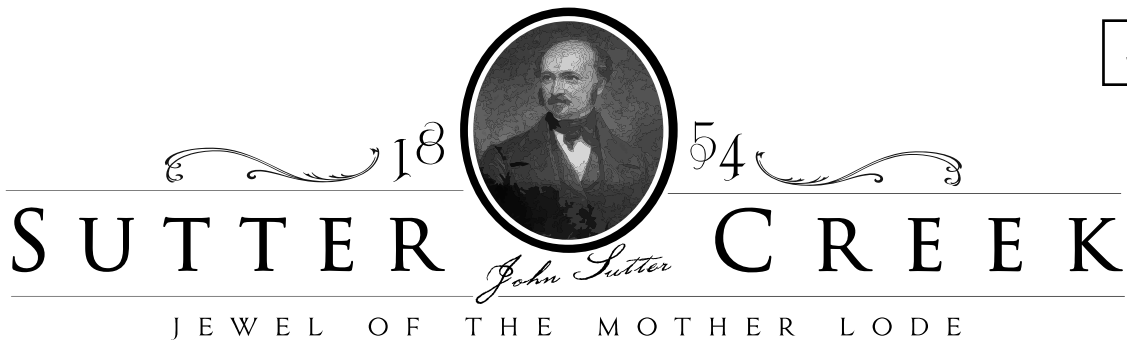
Tonight, we are simply asking for relative priorities between projects, not details of implementation. Staff will then shift resources as needed.

BUDGET IMPACT: This project was not included in the current fiscal year budget so tradeoffs will have to be made. The allocation of staff time would come at the detriment (either postponing or elimination) of other general plan projects. Not all of these projects are similar efforts, but with limited resources, we want to ensure we are working on the top priorities for the Council as a whole. Projects to deprioritize in favor of shade projects include:

- Park pavers – project needed to address erosion around Mini Provis park
- Main street Gopher flat intersection – modification of stop bar and crosswalk
- Creek cleaning project – removal of saplings in creek to reduce ongoing costs to clear creek
- Walking path from Sutter Crest – project to maximize walkability of residents
- Bryson bathroom – Allocate resources to making bathroom functional again

Tree planting may appear to be a simple project, but it does have installation and ongoing maintenance costs. Ongoing costs will vary but will include trimming of trees, additional cleaning of sewer and storm drains, and potential road closures to accomplish this ongoing maintenance on Main street.

Benefits include making the street more inviting aesthetically, cooler (trees provide nature cooling), and some CO₂ sequestration.



STAFF REPORT

TO: THE HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL
MEETING DATE: OCTOBER 7, 2024
FROM: TOM DUBOIS, CITY MANAGER
SUBJECT: RATE ASSISTANCE PROGRAM FOR WASTEWATER BILLS

RECOMMENDATION:

Consider staff report and determine if city should setup a Rate Assistance Program working with ATCAA, the timing for launching the program and level of funding.

BACKGROUND:

Based on increasing operations, maintenance and capital needs, wastewater rates have increased and will continue to do so over the next several years according to the schedule below

5-Year Rate Schedule

	Previous	July 1, 2024*	July 1, 2025	July 1, 2026	July 1, 2027	July 1, 2028
ESFU Rate:	\$76.93	\$111.55	\$133.86	\$145.91	\$159.04	\$162.22
ESFU Rate Increase:	(na)	45.0%	20.0%	9.0%	9.0%	2.0%
Vacancy Rate:**	\$52.31	\$75.85	\$91.02	\$99.21	\$108.14	\$110.30

While no one is happy about increasing sewer rates, the city has received only a few complaints, under 10 from people that were very upset with the increase. For low-income people, and folks on fixed income, these increases are particularly difficult. As directed by Council at the time the rates were adopted, staff has looked at how other cities are dealing with the issue.

There are federal funds under the Community Service Block Grant program (SSBG) that are allocated and administered through the states. The State of California had two programs aimed at utility assistance. Low Income Home Energy Assistance (LIHEAP) and Low-Income Household Water Assistance Program (LIHWAP). The LIHWAP program included both drinking water and wastewater. It was offered last year on a trial basis but has expired and is not longer offered. Staff have been unable to identify any other source of funding for wastewater billing assistance.

I also spoke with ATCAA about their programs and processes. There is initial interest in working with the City of Sutter Creek to offer a program. If ATCAA can handle the administration by doing all the income verification and qualification of applicants, it would simplify the program greatly. Details remain

to be worked out, but if Council is interested in exploring this, staff would work with ATCAA to define how a program would work in detail to minimize the administrative overhead on City staff.

ATCAA manages the LIHEAP program for Amador County, which only applies to energy usage, and is funded through PG&E. Applicants must be low income and score additional qualifying points if they have children, are over 60 or have a disability. A Sutter Creek program could be modelled on LIHEAP, but also simplified.

Some other cities are offering Rate Assistance Programs that they are funding directly.

DISCUSSION:

We could work with ATCAA to define a streamlined program based on the LIHEAP model. The application process could be simpler. If we offered a 25% reduction in the monthly sewer bill, that would reduce the monthly payment from \$111.55 to \$83.66 a month. Per household, that would be \$334.65 a year. The city would need to transfer funds from the general fund to the enterprise fund as a subsidy to qualifying homes. To minimize administrative overhead, ATCAA would only verify income once annually. Once verified, the COSC would mark that address to get the subsidy for a year. No funds would need to exchange hands for monthly bills, which greatly simplifies things. ATCAA may charge us an administrative fee – TBD.

There is currently \$20,000 in the Council Reserve. Staff could establish a pilot program for the next six months using those funds. That would provide assistance for approximately 100 households. Based on those results, Council could decide on whether to allocate funds in next year's budget to continue the program. Staff would also continue to look for outside sources of funding. Even if this program only exists for a few years, it would help ease the transition for the hardest hit members of the community. It would also let us gauge the demand for this kind of program.

BUDGET IMPACT:

There would be an internal transfer of funds from the general fund to the wastewater fund, limited to a maximum of \$20,000 in this budget year. These funds are currently in a council reserve without a specified use. They could be used for any other purpose or an emergency fund.