

**Contract Amendment**

This Contract Amendment (the "Amendment") is made between Indian Valley Community Services District and Sauers Engineering, Inc. on this 30th day of Oct. 2024. This Amendment is to the contract entitled Engineering Services originally executed on the 17th day of August, 2021.

The contract is amended as follows:

\_\_\_\_\_  
Extend Contract to reflect end date of December 31, 2025.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The below-listed changes are the only changes to the original above-referenced contract. The original contract is attached as **Exhibit B** \_\_\_\_\_. The remainder of the original contract shall remain in full force and effect.

Should there be any conflict between this Amendment and the Contract or any previous Amendment, the terms of this Amendment shall prevail. This Contract Amendment shall become effective upon the signatures of both Parties.

**Other:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Dated:** \_\_\_\_\_

**Dated:** \_\_\_\_\_

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Printed Name and Title**

\_\_\_\_\_  
**Printed Name and Title**

INDIAN VALLEY COMMUNITY SERVICES DISTRICT

**PROFESSIONAL SERVICES AGREEMENT  
ENGINEERING SERVICES**

This Agreement is entered into this 17th day of August 2021, by and between **Sauers Engineering, Inc. ("CONSULTANT")**, a California corporation, and Indian Valley Community Services District ("**DISTRICT**"), for professional and related services to be provided to the DISTRICT.

**I**

**SCOPE OF SERVICES**

A. Professional Services by Task

This Agreement will serve as a master agreement. As work is authorized by the DISTRICT, TASKS will be developed and attached as a part of this Agreement. Each TASK will describe the work to be completed (Scope of Work), the time frame to be completed, and the fee and method of payment. Each TASK will be executed by both the DISTRICT and the CONSULTANT. The DISTRICT reserves the right to contract with other persons or firms to provide professional services as it deems appropriate, in its sole and exclusive discretion.

B. Additional Services

In addition to the work described and authorized as specific TASKS with a defined scope, schedule and budget, this Agreement provides for minor TASKS or ongoing consulting services whereby the District may use CONSULTANT as an extension of the DISTRICT'S staff. Such services shall be authorized by written communication and may be performed by CONSULTANT according to the rates and charges listed in Exhibit "B". Rates defined by Exhibit B may be updated annually as Fee Schedules may be updated by consultant and approved by the District. Fees for Additional Services shall not exceed \$5,000 per month without specific authorization by the DISTRICT.

**II**

**FEES FOR SERVICES**

For services provided by CONSULTANT to DISTRICT pursuant to this Agreement, DISTRICT shall pay CONSULTANT in accordance with the rates and charges set forth in Exhibits A (Fees and Method of Payments), and B (Fees for Additional Services) attached hereto.

For any TASK performed by CONSULTANT for DISTRICT pursuant to this Agreement,

**III  
BILLING AND PAYMENT**

CONSULTANT shall submit a monthly statement to DISTRICT setting forth the amount due for services and itemizing amounts due for expenses. DISTRICT shall pay the full amount of such statement within thirty (30) days after receipt. Any sums billed, not disputed in written form setting forth specific exceptions and unpaid after thirty (30) days from the date of receipt, shall be subject to a late payment charge equal to the lesser of one and one-half (1-1/2) percent or the maximum rate permitted by law, for each month or fraction thereof past due.

**IV  
INDEPENDENT CONTRACTOR**

CONSULTANT shall provide services to DISTRICT as an independent contractor, not as an employee of DISTRICT. CONSULTANT shall not have or claim any right arising from employee status.

**V  
TERMINATION OF AGREEMENT**

(A) Unless otherwise terminated as provided herein, this Agreement shall terminate when (i) the services provided for herein have been fully and completely performed or (ii) December, 2023 whichever occurs first.

(B) Notwithstanding any other provision of this Agreement, either party may terminate this Agreement by giving thirty (30) days advance written notice to the other party.

(C) Upon termination of this Agreement, CONSULTANT shall have no further obligation to provide services to DISTRICT. If the Agreement is terminated prior to completion of the services to be provided hereunder, CONSULTANT shall render a final bill for services to DISTRICT within thirty (30) days after the date of termination, and DISTRICT shall pay CONSULTANT for all fees earned and expenses incurred prior to the date of termination in accordance with Section III.

**VI  
INSURANCE**

(A) CONSULTANT shall maintain in effect at its own expense, employer's liability insurance, one-million dollars (\$1,000,000) aggregate of comprehensive general liability insurance (bodily injury and property damage), and five-hundred thousand dollars (\$500,000) aggregate of comprehensive automobile liability insurance (bodily injury and property damage) with respect to CONSULTANT employees and vehicles assigned to the prosecution of work under this Agreement. CONSULTANT shall also maintain statutory worker's compensation insurance.

(B) CONSULTANT shall obtain and thereafter maintain in effect, if available, such additional insurance as may be requested in writing by DISTRICT, the cost of which will be reimbursed by

DISTRICT.

## **VII LIABILITY**

(A) CONSULTANT shall indemnify and hold harmless DISTRICT, its directors, officers, partners, agents, and employees from and against any and all liability, claims, demands, damages, losses, and expenses, including but not limited to attorney's fees, for which CONSULTANT is determined to be legally liable resulting from negligent acts, errors, or omissions by CONSULTANT, its directors, officers, agents, and employees in performance of services required by this Agreement. Liability, claims, demands, damages, losses, or expenses resulting from the negligent acts, errors or omissions, whether active or passive, by DISTRICT, its directors, officers, partners, agents, employees, or by others are excluded from CONSULTANT's obligations pursuant to this paragraph.

(B) In the event that DISTRICT changes in any way or uses in another project or for other purposes any of the information or materials developed by CONSULTANT pursuant to this Agreement, CONSULTANT is released from any and all liability relating to their use and DISTRICT shall indemnify and hold harmless CONSULTANT, its directors, officers, agents, and employees from and against any and all liability, claims, demands, damages, losses, and expenses, including but not limited to attorney's fees, arising out of such changes or use.

(C) Nothing in this Agreement shall be construed to create a duty to, any standard of care with reference to, or any liability to any person not a party to this Agreement.

## **VIII SUCCESSORS IN INTEREST**

No party shall assign, transfer, or otherwise dispose of this Agreement in whole or in part to any individual, firm, or corporation without the prior written consent of each of the other parties. Subject to the provisions of the preceding sentence, this Agreement shall be binding on, and inure to the benefit of, each party's successors in interest, including their heirs, legatees, assignees, and legal representatives.

## **IX WAIVER**

Any waiver at any time by either party of its rights with respect to a default under this Agreement, or with respect to any other matters arising in connection with this Agreement, shall not be deemed a waiver with respect to any subsequent default or other matter.

**X  
SEVERAL OBLIGATIONS**

Except where specifically stated in this Agreement to be otherwise, the duties, obligations, and liabilities of the parties are intended to be several and not joint or collective. Nothing contained in this Agreement shall be construed to create an association, trust, partnership, or joint venture or impose a trust or partnership duty, obligation, or liability on or with regard to either party. Each party shall be individually and severally liable for its own obligations under this Agreement.

**XI  
AMENDMENT**

All changes or modifications to this Agreement shall be in writing and signed by both parties.

**XII  
GOVERNING LAW**

This Agreement shall be construed and interpreted according to, and the rights of the parties shall be governed by, the laws of the State of California. Venue shall be in Plumas County.

**XIII  
ATTORNEY'S FEES**

If either party becomes involved in litigation arising out of this Agreement or the performance thereof, the prevailing party shall be entitled to reasonable attorney's fees, costs and expenses, in addition to any other relief to which that party may be entitled. This provision shall be construed as applicable to the entire Agreement.

**XIV  
ENTIRE AGREEMENT**

This Agreement constitutes the complete and final expression of the agreement of the parties and is intended as a complete and exclusive statement of the terms of their agreements and supersedes all prior and contemporaneous offers, promises, representations, negotiations, discussions, communications, and agreements which may have been made in connection with the subject matter hereof.

**XV  
SEVERABILITY**

If any provision of this Agreement is found or deemed by a court of competent jurisdiction to be

invalid or unenforceable, it shall be considered severable from the remainder of this Agreement and shall not cause the remainder to be invalid or unenforceable. In such event, the parties shall reform this Agreement to replace such stricken provision with a valid and enforceable provision which comes as close as possible to expressing the intention of the stricken provision.

## **XVI NOTICES**

(A) Any notice, demand, information, invoice, report, or item otherwise required, authorized, or provided for in this Agreement, unless otherwise specified herein, shall be deemed properly given if delivered in person or sent by United States Mail, First Class postage prepaid:

To CONSULTANT:

105 Providence Mine Road, Suite 202  
Nevada City, CA 95959  
530.265.8021

To DISTRICT:

Greg Einhorn, Attorney  
854 Manzanita Ct  
Chico, CA 95926

(B) All notices shall be deemed effective upon receipt by the party to whom such notice is given.

## **XVII TIME OF ESSENCE**

Time is of the essence in this Agreement.

**XVIII  
SIGNATURE CLAUSE**

The signatories hereto represent that they are authorized to enter into this Agreement on behalf of the party for whom they sign.

DISTRICT

Bob A Orange

By: Bob A Orange

Its Board Chair, IVCSO

CONSULTANT

Sauers Engineering Inc

By: Dea Mash

Its Vice President

## **EXHIBIT A**

### **Scope of Services**

TASK No. 2101

TASK TITLE:

#### **I. Description of Work:**

Assessment of damages due to Dixie Fire.

#### **II. Scope of Work**

- A. Perform initial Assessment of Damages and Cost Estimate to repair or replace damaged equipment of District Properties.
- B. Provide assistance to District staff with designing and installing a simple initial replacement system.
- C. Recommend appropriate long-term solutions to replace damaged Water System.

#### **III. Fees and Method of Payment**

Fees at rates described in Exhibit B in an amount not to exceed \$24,000.

#### **IV. Personnel**

- A. CONSULTANT agrees that it will employ, at its own expense, all personnel, including any subcontractors, reasonably necessary in its discretion to perform the services required by this Agreement, and in no event shall such personnel be the employees of DISTRICT. All of the services required hereunder shall be performed by the CONSULTANT or subcontractors, subject to provisions of Sub-paragraph (B) below.
- B. In addition to personnel employed directly by CONSULTANT, CONSULTANT may engage such subcontractors as it may deem necessary to the performance of its services hereunder with the prior written approval of DISTRICT. Any such subcontractors shall be paid by the CONSULTANT from the funds payable to CONSULTANT pursuant to this Agreement, and in no event shall DISTRICT be responsible for the payment of such subcontractors.

#### **V. Abandonment of Project**

If the DISTRICT finds it necessary to abandon or suspend the PROJECT, the CONSULTANT shall be compensated for all work completed under Article II according to the schedule for payments designated under Article III. Work items not completed, but upon which work has been performed, shall be paid for on the basis of time and expenses incurred in accordance with



the attached consultant fee schedule (Exhibit "B").

**VI. Ownership of Documents**

CONSULTANT agrees to return to the DISTRICT, upon termination of this Agreement, all documents, drawings, photographs, and other written or graphic material, however produced, received from DISTRICT and used by CONSULTANT in the performance of its services hereunder. All work papers, drawings, reports, internal memoranda, graphics, photographs, and any written or graphic material, however produced, prepared by CONSULTANT in connection with its performance of services hereunder shall be, and shall remain after termination of this Agreement, the property of the DISTRICT and may be used by the DISTRICT for any purpose whatsoever.

**VII. Warranties**

CONSULTANT warrants that its services are performed, with the usual thoroughness and competence of the consulting profession, in accordance with the standard for professional services at the time those services are rendered.

In witness whereof, the parties have executed this Exhibit the day and year first written above.

DISTRICT:

By: Rh A Orange

Its Rh A Orange

Date: 08/17/21

CONSULTANT:

By: Sauers Engineering, Inc.  
Deen Marsh

Its Vice President

Date: 8/17/2021

**EXHIBIT B**

**Fees for Additional Services**

**Fee Schedule**

**January 1, 2021**

I. The following are hourly rates for professional services. Overtime and weekend hours are billed at time-and-a-half. Evening meetings are not considered overtime unless the total daily hours exceed eight.

Senior Engineer	(Registered)	\$ 165.00 /hour
Associate Engineer	(Registered)	\$ 140.00 /hour
Assistant Engineer	(E.I.T.)	\$ 125.00 /hour
Technician, Construction Inspector		\$ 90.00 /hour
Prevailing Wage Construction Inspector		\$125.00 /hour
Clerical		\$ 60.00 /hour
Expert Witness/Litigation Consulting		\$ 280.00 /hour

II. Consultant will remain the judge of the level of qualification required to complete a given task. In addition to the above, all expenses (telephone, postage, materials, blueprints, xerox copies, etc.) will be billed directly, at a rate of cost plus 15%. Consultant reserves the right to utilize sub-consultants when necessary.

III. Clients are requested to contract directly with the vendors of significant outside services, such as soils engineering, aerial photography, title work, and so on. In the event that client wishes to retain the above services utilizing consultant as a billing agent, a service charge of 15% per billing will also be assessed.

IV. Mileage will be billed at a rate of \$0.55 per mile.

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