



CITY OF WHEATLAND

CITY COUNCIL MEETING STAFF REPORT

April 26, 2022

SUBJECT: Council discussion and consideration to adopt Resolution 11-22 to approve a planning services contract with Raney Planning & Management.

PREPARED BY: Jim Goodwin, City Manager

Recommendation

Staff recommends your City Council adopt Resolution 11-22 to approve a planning services contract with Raney Planning & Management.

Background/Discussion

Raney Planning & Management, Inc. was first retained by the City of Wheatland in 2004 to provide planning services. Tim Raney currently serves as the City's Community Development Director under the contract. The contract did not have a termination date.

Under current law, expenses for contract services such as planning and engineering are not eligible for reimbursement under certain state and federal funding programs, specifically federal funding for local street and road projects, if the contractor providing the service has not been selected through a competitive process at least every five years.

In December 2021, your City Council directed staff to release a Request for Qualifications both planning and engineering services.

The Request for Qualifications (RFQ) for Planning Services was released in December 2021. Two Statements of Qualifications (SOQs) were received by the deadline stated in the RFQ. A committee made up of the City Clerk, Public Works Director and City Manager reviewed and scored the SOQs. Raney Planning & Management, Inc. had the highest score and was selected for contract.

The attached contract was negotiated following selection. Key contract terms are as follows:

1. The contract is for five years, terminating on April 26, 2027.
2. Consultant's rates for key personnel for Part-One services will increase but then will be held constant for the 5-year term of the contract.
3. The fee schedule for Part-Two services may be adjusted annually.

4. Task orders will be utilized for grant-funded or other special projects to ensure charges do not exceed the funds available.

The City Attorney has reviewed the agreement.

Alternatives

Council may choose not to approve the contract and direct the staff to renegotiate terms or seek other consultants through a new procurement process.

Fiscal Impact

The contract does not change current billing practices. It does however lock in consultant's rates for key staff for the term of the contract.

Attachments

1. Resolution 11-22
2. Professional Services Agreement with Raney Planning & Management, Inc.

RESOLUTION NO. 11-22

**A RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH
RANEY PLANNING & MANAGEMENT, INC.**

WHEREAS the City of Wheatland contracts for Planning Services; and

WHEREAS the City desires to procure such services through a competitive process; and

WHEREAS the City Council directed staff to release a Request for Qualifications for firms interested in providing Planning services; and

WHEREAS two Statements of Qualification were received; and

WHEREAS the Raney Planning & Management, Inc. Statement of Qualifications received the highest ranking; and

WHEREAS the City Council finds the firm qualified to provide the services; and

WHEREAS the Wheatland City Council wishes to enter into a contract with Raney Planning & Management for Planning Services.

THEREFORE, the City Council of the City of Wheatland approves the attached Professional Services Agreement with Raney Planning & Management, Inc. and directs the City Manager to Execute the agreement.

PASSED, APPROVED and ADOPTED this 26th day of April 2022 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Rick West
Mayor, City of Wheatland

ATTEST:

Lisa Thomason, City Clerk

City of Wheatland Services Agreement

This Agreement is entered into as of the date last signed and dated below by and between City of Wheatland, a municipality ("City"), and Raney Planning & Management, Inc., a California Corporation ("Consultant"), who agree as follows:

1 Scope of Work

Consultant shall perform the work and render the services described in the attached Exhibit A (the "Work"). Consultant shall provide all labor, services, equipment, tools, material, and supplies required or necessary to properly, competently and completely perform the Work. Consultant shall determine the method, details, and means of doing the Work.

2 Payment

2.1 The fee arrangement described on the attached Exhibit A.

There shall be no compensation for extra or additional work or services by Consultant unless approved in advance in writing by City. Consultant's fee includes all of Consultant's costs and expenses related to the Work.

2.2 At the end of each month, Consultant shall submit to City an invoice for the Work performed during the preceding month. The invoice shall include a brief description of the Work performed, the dates of Work, number of hours worked and by whom (if payment is based on time), payment due, and an itemization of any reimbursable expenditures. If the Work is satisfactorily completed and the invoice is accurately computed, City shall pay the invoice within 30 days of its receipt.

3 Term

3.1 This Agreement shall take effect on the above date and continue in effect until April 26, 2027, unless sooner terminated as provided below. Consultant must perform the Work diligently and as expeditiously as possible, consistent with the professional skill and care appropriate for the orderly progress of the Work.

3.2 This Agreement may be terminated at any time by City upon 10 days advance written notice to Consultant. In the event of such termination, Consultant shall be fairly compensated for all work performed to the date of termination as calculated by City based on the above fee and payment provisions. Compensation under this section shall not include any termination-related expenses, cancellation or demobilization charges, or lost profit associated with the expected completion of the Work or other such similar payments relating to Consultant's claimed benefit of the bargain.

4 Professional Ability of Consultant

4.1 Consultant represents that it is specially trained and experienced, and possesses the skill, ability, knowledge, and certification, to competently perform the Work provided by this Agreement. City has relied upon Consultant's training, experience, skill,

ability, knowledge, and certification as a material inducement to enter into this Agreement. All Work performed by Consultant shall be in accordance with applicable legal requirements and meet the standard of care and quality ordinarily to be expected of competent professionals in Consultant's field.

4.2 The following individual is designated as "key personnel" and is considered to be essential to the successful performance of the work hereunder: Tim Raney. Consultant agrees that this individual may not be removed from the Work or replaced without compliance with the following sections:

4.2.1 If the key personnel, for whatever reason, becomes, or is expected to become, unavailable for work under this contract for a continuous period exceeding 30 work days, or is expected to devote substantially less effort to the work than indicated in the proposal or initially anticipated, Consultant shall immediately notify City and shall, subject to City's concurrence, promptly replace the personnel with personnel of at least substantially equal ability and qualifications.

4.2.2 Each request for approval of substitutions must be in writing and contain an explanation detailing the circumstances necessitating the proposed substitutions. The request must also contain a complete resume for the proposed substitute and other information requested or needed by City to evaluate the proposed substitution. City shall evaluate Consultant's request and City shall promptly notify Consultant of its decision in writing.

5 Conflict of Interest

Consultant (including principals, associates and professional employees) represents and acknowledges that (a) it does not now have and shall not acquire any direct or indirect investment, interest in real property or source of income that would be affected in any manner or degree by the performance of Consultant's services under this agreement, and (b) no person having any such interest shall perform any portion of the Work.

6 Consultant Records

6.1 Consultant shall keep and maintain all ledgers, books of account, invoices, vouchers, canceled checks, and other records and documents evidencing or relating to the Work and invoice preparation and support for a minimum period of three years (or for any longer period required by law) from the date of final payment to Consultant under this Agreement. City may inspect and audit such books and records, including source documents, to verify all charges, payments, and reimbursable costs under this Agreement.

6.2 In accordance with California Government Code section 8546.7, the parties acknowledge that this Agreement, and performance and payments under it, are subject to examination and audit by the California State Auditor for three years following final payment under the Agreement.

7 Ownership of Documents

All works of authorship and every report, study, spreadsheet, worksheet, plan, design, blueprint, specification, drawing, map, photograph, computer model, computer disk,

magnetic tape, CAD data file, computer software and any other document or thing prepared, developed or created by Consultant under this Agreement and provided to City ("Work Product") shall be the property of City, and City shall have the rights to use, modify, reuse, reproduce, publish, display, broadcast and distribute the Work Product and to prepare derivative and additional documents or works based on the Work Product without further compensation to Consultant or any other party. Consultant may retain a copy of any Work Product and use, reproduce, publish, display, broadcast and distribute any Work Product and prepare derivative and additional documents or works based on any Work Product; provided, however, that Consultant shall not provide any Work Product to any third party without City's prior written approval, unless compelled to do so by legal process. If any Work Product is copyrightable, Consultant may copyright the same, except that, as to any Work Product that is copyrighted by Consultant, City reserves a royalty-free, nonexclusive and irrevocable license to use, reuse, reproduce, publish, display, broadcast and distribute the Work Product and to prepare derivative and additional documents or works based on the Work Product. If City reuses or modifies any Work Product for a use or purpose other than that intended by the scope of work under this Agreement, then City shall hold Consultant harmless against all claims, damages, losses and expenses arising from such reuse or modification. For any Work Product provided to City in paper format, upon request by City at any time (including, but not limited to, at expiration or termination of this Agreement), Consultant agrees to provide the Work Product to City in a readable, transferable and usable electronic format generally acknowledged as being an industry-standard format for information exchange between computers (e.g., Word file, Excel spreadsheet file, AutoCAD file).

8 Confidentiality of Information

8.1 Consultant shall keep in strict confidence all confidential, privileged, trade secret, and proprietary information, data and other materials in any format generated, used or obtained by the City or created by Consultant in connection with the performance of the Work under this Agreement (the "Confidential Material"). Consultant shall not use any Confidential Material for any purpose other than the performance of the Work under this Agreement, unless otherwise authorized in writing by City. Consultant also shall not disclose any Confidential Material to any person or entity not connected with the performance of the Work under this Agreement, unless otherwise authorized in advance in writing by City. If there is a question if Confidential Material is protected from disclosure or is a public record or in the public domain, the party considering disclosure of such materials shall consult with the other party concerning the proposed disclosure.

8.2 Consultant, and its officers, employees, agents, and subconsultant's, shall at all times take all steps that are necessary to protect and preserve all Confidential Material. At no time shall Consultant, or its officers, employees, agents, or subconsultant's in any manner, either directly or indirectly, use for personal benefit or divulge, disclose, or communicate in any manner, any Confidential Material to any person or entity unless specifically authorized in writing by the City or by order of a court or regulatory entity with jurisdiction over the matter. Consultant, and its officers, employees, agents, and subconsultant's shall protect the Confidential Material and treat it as strictly confidential in accordance with applicable law, City policies and directives, and best industry security practices and standards.

8.3 If any person or entity, other than City or Consultant, requests or demands, by subpoena, discovery request, California Public Records Act request or otherwise, Confidential Material or its contents, the party to whom the request is made will immediately notify the other party, so that the parties may collectively consider appropriate steps to protect the disclosure of those materials. The parties agree to take all steps reasonably necessary to preserve the confidential and privileged nature of the Confidential Material and its content. In the event that the parties cannot agree whether to oppose or comply with a disclosure demand, the opposing party may oppose the demand at its sole cost and expense, in which event the party favoring disclosure will refrain from disclosing the demanded Confidential Material until such time as a final agreement regarding disclosure is reached or, if an agreement is not reached, a judicial determination is made concerning the demand.

8.4 Unless otherwise directed in writing by the City, upon contract completion or termination, Consultant must destroy all Confidential Materials (written, printed and/or electronic) and shall provide a written statement to the City that such materials have been destroyed.

9 Compliance with Laws

9.1 General. Consultant shall perform the Work in compliance with all applicable federal, state and local laws and regulations. Consultant shall possess, maintain, and comply with all federal, state, and local permits, licenses and certificates that may be required for it to perform the Work. Consultant shall comply with all federal, state, and local air pollution control laws and regulations applicable to the Consultant and its Work (as required by California Code of Regulations title 13, section 2022.1). Consultant shall be responsible for the safety of its workers and Consultant shall comply with applicable federal and state worker safety-related laws and regulations.

9.2 Consultant may perform some of the Work pursuant to funding provided to the City by various federal and/or state grant and/or loan agreement(s) that impose certain funding conditions on City and its sub-recipients (the "Funding Conditions"). For any such Work, if City informs Consultant about the Funding Conditions, then Consultant agrees to determine, comply with and be subject to the Funding Conditions that apply to City's Consultants and Consultants performing the Work, including, but not limited to, provisions concerning record keeping, retention and inspection, audits, state or federal government's right to inspect Consultant's work, nondiscrimination, workers' compensation insurance, drug-free workplace certification, and, compliance with the Americans with Disabilities Act and related State laws.

10 Indemnification.

10.1 Consultant shall indemnify, defend, protect, and hold harmless City, and its officers, employees and agents ("Indemnitees") from and against any claims, liability, losses, damages and expenses (including attorney, expert witness and Consultant fees, and litigation costs) (collectively a "Claim") that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant or its employees, agents or subConsultants. The duty to indemnify, including the duty and the cost to defend, is limited as provided in this section. However, this indemnity provision will not apply to any Claim arising from the sole negligence or willful misconduct of City or its employees or agents other than Consultant.

Consultant's obligations under this indemnification provision shall survive the termination of, or completion of Work under, this Agreement.

10.2 This section 10.2 applies if the Consultant is a "design professional" as that term is defined in Civil Code section 2782.8. If a court or arbitrator determines that the incident or occurrence that gave rise to the Claim was partially caused by the fault of an Indemnitee, then in no event shall Consultant's total costs incurred pursuant to its duty to defend Indemnitees exceed Consultant's proportionate percentage of fault as determined by a final judgment of a court or final decision of arbitrator.

11 Insurance

Types & Limits. Consultant at its sole cost and expense shall procure and maintain for the duration of this Agreement the following types and limits of insurance:

<i>Type</i>	<i>Limits</i>	<i>Scope</i>
Commercial general liability	\$2,000,000 per occurrence & \$4,000,000 aggregate	at least as broad as ISO CG 0001
Automobile liability	\$1,000,000 per accident	at least as broad as ISO CA 0001, code 1 (any auto)
Workers' compensation	Statutory limits	
Employers' liability	\$1,000,000 per accident	
Professional liability*	\$1,000,000 each claim	

*Required only if Consultant is a licensed engineer, land surveyor, geologist, architect, doctor, or attorney.

11.1 Other Requirements. The general and automobile liability policy(ies) shall be endorsed to name City, its officers, employees, volunteers, and agents as additional insureds regarding liability arising out of the Work. Consultant's coverage shall be primary and apply separately to each insurer against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. City's insurance or self-insurance, if any, shall be excess and shall not contribute with Consultant's insurance. Each insurance policy shall be endorsed to state that coverage shall not be canceled, except after 30 days (10 days for non-payment of premium) prior written notice to City. Insurance is to be placed with admitted insurers with a current A.M. Best's rating of A-: VII or better unless otherwise acceptable to City. Workers' compensation insurance issued by the State Compensation Insurance Fund is acceptable. Consultant agrees to waive subrogation that any insurer may acquire from Consultant by virtue of the payment of any loss relating to the Work. Consultant agrees to obtain any endorsement that may be necessary to implement this subrogation waiver. The workers' compensation policy must be endorsed to contain a subrogation waiver in favor of City for the Work performed by Consultant.

11.2 Proof of Insurance. Upon request, Consultant shall provide to City the following proof of insurance: (a) certificate(s) of insurance evidencing this insurance; and (b)

endorsement(s) on ISO Form CG 2010 (or insurer's equivalent), signed by a person authorized to bind coverage on behalf of the insurer(s), and certifying the additional insured coverage.

12 General Provisions

12.1 **Entire Agreement; Amendment.** The parties intend this writing to be the sole, final, complete, exclusive, and integrated expression and statement of the terms of their contract concerning the Work. This Agreement supersedes all prior oral or written negotiations, representations, contracts, or other documents that may be related to the Work, except those other documents (if any) that are expressly referenced in this Agreement. This Agreement may be amended only by a subsequent written contract approved and signed by both parties.

12.2 **Independent Contractor.** Consultant's relationship to City is that of an independent contractor. All persons hired by Consultant and performing the Work shall be Consultant's employees or agents. Consultant and its officers, employees and agents are not City employees, and they are not entitled to City employment salary, wages, or benefits. Consultant shall pay, and City shall not be responsible in any way for, the salary, wages, workers' compensation, unemployment insurance, disability insurance, tax withholding, and benefits to and on behalf of Consultant's employees. Consultant shall, to the fullest extent permitted by law, indemnify City, and its officers, employees, volunteers and agents from and against any and all liability, penalties, expenses and costs resulting from any adverse determination by the federal Internal Revenue Service, California Franchise Tax Board, other federal or state agency, or court concerning Consultant's independent Consultant status or employment-related liability.

12.3 **Subconsultants.** No subcontract shall be awarded, nor any subconsultant engaged by Consultant without City's prior written approval. Consultant shall be responsible for requiring and confirming that each approved subconsultant meets the minimum insurance requirements specified in section 11 of this Agreement. Any approved subconsultant shall obtain the required insurance coverages and provide proof of same to City in the manner provided in section 11 of this Agreement.

12.4 **Assignment.** This Agreement and all rights and obligations under it are personal to the parties. The Agreement may not be transferred, assigned, delegated or subcontracted in whole or in part, whether by assignment, subcontract, merger, operation of law or otherwise, by either party without the prior written consent of the other party. Any transfer, assignment, delegation, or subcontract in violation of this provision is null and void and grounds for the other party to terminate the Agreement.

12.5 **No Waiver of Rights.** Any waiver at any time by either party of its rights as to a breach or default of this Agreement shall not be deemed to be a waiver as to any other breach or default. No payment by City to Consultant shall be considered or construed to be an approval or acceptance of any Work or a waiver of any breach or default.

12.6 **Severability.** If any part of this Agreement is held to be void, invalid, illegal or unenforceable, then the remaining parts will continue in full force and effect and be fully binding, provided that each party still receives the benefits of this Agreement.

12.7 **Governing Law and Venue.** This Agreement will be governed by and construed in accordance with the laws of the State of California. The county and federal district court where City's office is located shall be venue for any state and federal court litigation concerning the enforcement or construction of this Agreement.

12.8 **Notice.** Any notice, demand, invoice or other communication required or permitted to be given under this Agreement must be in writing and delivered either (a) in person, (b) by prepaid, first-class U.S. mail, (c) by a nationally-recognized commercial overnight courier service that guarantees next day delivery and provides a receipt, or (d) by email with confirmed receipt. Such notices, etc. shall be addressed as follows:

City:

City of Wheatland
Attn: Jim Goodwin
City of Wheatland, 111 C Street, Wheatland, CA 95692
E-mail: jgoodwin@wheatland.ca.gov

Consultant:
Raney Planning & Management, Inc.
Attn: Tim Raney, AICP
President
E-mail: timraney@raneymanagement.com

Notice given as above will be deemed given (a) when delivered in person, (b) three days after deposited in prepaid, first-class U.S. mail, (c) on the date of delivery as shown on the overnight courier service receipt, or (d) upon the sender's receipt of an email from the other party confirming the delivery of the notice, etc. Any party may change its contact information by notifying the other party of the change in the manner provided above.

12.9 **Signature Authority.** Each party warrants that the person signing this Agreement is authorized to act on behalf of the party for whom that person signs. The Parties may execute and deliver this Agreement and documents necessary to perform it, including task orders and amendments, in any number of original or facsimile counterparts. When each Party has signed and delivered at least one counterpart to the other Party, each counterpart shall be deemed an original and, taken together, the counterparts shall constitute one and the same document, which shall be binding and effective.

City of Wheatland:

Dated: _____

By: _____
Jim Goodwin
City Manager

Raney Planning & Management, Inc.:

Dated: _____

By: _____
Tim Raney, AICP
President

EXHIBIT A
SCOPE OF WORK

PART-ONE: COMMUNITY DEVELOPMENT PLANNING

For all Part-One services, City shall pay Consultant a fee based on Consultant's actual time and material necessarily and actually-expended on the Work in accordance with Consultant's fee schedule (Attachment 1). The current fees in Attachment 1 will remain in effect through the term of the contract for all Part-One services.

Part-One Services Include:

1. Serve as Community Development Director (unless position is filled by City Employee).
2. As directed by the City Manager, management of entitlement process for complex land use or land development projects, or extensions or amendments to such projects, including but not limited to major and minor subdivisions, conditional use permits involving commercial or public service facilities, policy plan overlays, and variances, including:
 - a. Coordination with project proponents, City staff, other agencies, the public, and others.
 - b. Assistance with grant applications to state and/or federal agencies
 - c. Preparation and presentation of staff reports, including findings and recommendations, for Planning Commission, and/or City Council review and action. Preparation, noticing, and coordination of public hearings.
 - d. Attendance at public hearings, project coordination meetings, agency consultations, City Council meetings, Planning Commission meetings, and other meetings as necessary.
 - e. Initial review of universal planning applications and the processing of applications not considered a Part-Two project.
 - f. Building permit plan check review for planning issues.
 - g. File all notices (including fees) with the Yuba County Clerk-Recorder and/or the State Clearinghouse.
3. As directed by the City Manager, preparation of new plans, policies, or regulations, or amendments to such plans, policies, or regulations, including General Plans and/or Elements thereof, Zoning Ordinances, and Subdivision Ordinances.
4. Attendance at weekly Department Head meetings.
5. Any other related services as determined by the City Manager.

PART TWO: PROJECT SPECIFIC PLANNING SERVICES

All Part Two Projects require an executed Task Order signed by the City Manager. Consultant will bill according to what is specified in the Task Order. The Task Order will determine whether Consultant bills according to the attached rates (Attachment 1) based on Consultant's actual time and material necessarily expended on the Work in accordance with Consultant's fee schedule, or per the fee schedule in an amount Not-to-Exceed what is specified in the executed Task Order (in a format substantially similar to Attachment 2).

The type of project work anticipated includes:

1. Projects to be completed with project-specific funding either from public or private sources.
2. Environmental review - Preparation of Environmental Impact Reports, Environmental Assessments, Initial Studies, Negative Declarations and Mitigated Negative Declarations, Mitigation monitoring, pursuant to CEQA/NEPA. Includes Management of consultants and their contracts, as applicable. When necessary, prepare any technical studies needed to complete the environmental review.
3. Any other projects the City Manager determines should require a Task Order.

Consultant rates, overhead, profit, and mark-ups for Part-Two services may be subject to state or federal-aid contract limitations and provisions, procedures, and reporting. Unless otherwise limited by state or federal funding requirements, Consultant shall provide Part Two Services in accordance with the attached schedule of rates (Attachment 1), however, for Part-Two services only, these rates may be reasonably increased annually by the Consultant.

RANEY 2022 BILLING RATES

Please find the most up to date billing rates for Raney below. Raney will provide the City of Wheatland with a complete scope of services, including schedule and cost estimate by task based on hours for each project. The tasks will be summarized in the Technical Scope of Services and costs by task will be included in a cost spreadsheet. The costs will be based on the estimates of time for each task provided in the chart. Costs will be billed on a time and materials basis up to the maximum established budget for each phase, following Raney standard billing rates as outlined below. It should be noted that hourly rates quoted at the commencement of any specific project shall remain valid throughout the duration of a particular project.

ENVIRONMENTAL AND PLANNING 2022 BILLING RATES

The following is a summary of Raney, a division of Raney Planning & Management, Inc., Billing Rates for the provision of environmental and planning services. Please note that Raney will provide a complete scope of services and cost estimate by task based on hours, upon request.

Tim Raney, AICP, President	\$215/hour
Cindy Gnos, AICP, Senior Vice President	\$195/hour
Nick Pappani, Vice President	\$175/hour
Rod Stinson, Vice President	\$175/hour
Angela DaRosa, Division Manager	\$165/hour
Kevin Valente, AICP, Senior Associate	\$145/hour
Associate	\$125/hour
Administrative	\$75/hour

AIR QUALITY 2022 BILLING RATES

The following is a summary of the Billing Rates for the provision of air quality and GHG analysis services. Please note that Raney will provide a complete scope of services and cost estimate by task based on hours, upon request.

Rod Stinson, Air Quality Specialist	\$165/hour
Angela DaRosa, Air Quality Specialist	\$165/hour
Air Quality Technician	\$145/hour

OTHER COST INFORMATION

- Overhead charges for technical sub-consultants, travel, and copying/printing: 10%
- Travel: Billed at cost
 - It should be noted that Raney charges mileage at the Federal Standard Mileage Rate provided by the IRS.
- Copying and Printing: Billed at cost
 - Black & White (8.5" x 11"): 15¢/per page
 - Color (8.5" x 11"): 30¢/per page
 - Oversized prints (11" x 17"): 30¢/per page

Attachment #2

TASK ORDER

(Project Name)

Date:

Owner: City of Wheatland
Jim Goodwin
111 C Street, Wheatland, CA 95692
jgoodwin@wheatland.ca.gov

Consultant: Firm Name
Address
Phone
Email
Contact

Original Project Contract: Wheatland On-Call Services

Funding Source to be Billed: (Example: Prop 68 Per Capital Grant)

The Consultant is hereby authorized to perform the following work subject to the provisions of the Contract identified above:

Fee (Not to Exceed or Time/Materials): \$ _____

Scope:

Payment and Invoicing Procedures

Invoicing and Payment is per Professional Services Agreement executed on _____.

The undersigned consultant hereby agrees that it will provide all equipment, furnish all materials, except as may be otherwise noted above, and perform all services for the work above specified in accordance with the Contract identified above and will accept as full payment therefore the amount shown above.

City of Wheatland

Consultant: _____

Dated: _____

Dated: _____

Title: City Manager

Title: _____

Print Name: Jim Goodwin

Print Name: _____

Signature: _____

Signature: _____