

NorthStar Engineering Group, Inc.

620 12th Street
Modesto, CA 95354
Ph (209) 524-3525
Fax (209) 524-3526

AGREEMENT BETWEEN CLIENT AND CONSULTANT

Project Number 19-2398

This AGREEMENT BETWEEN CLIENT AND CONSULTANT (this "Agreement") is entered into this 29th day of May, 2019 by and between:

Client:

Name: Patterson Unified School District

Address: _____

Phone: _____

Consultant

Name: NorthStar Engineering Group, Inc.

Address: 620 12th Street

Modesto, CA 95354

Phone: (209) 524-3525

FAX: (209) 524-3526

Recital

Client intends to develop land hereinafter called the "Project." Client desires to employ Consultant to perform the services set forth in this Agreement and to compensate Consultant for such services in accordance with the terms and conditions set forth in this Agreement.

NOW THEREFORE, Client And Consultant agree to the terms and conditions set forth in this Agreement.

Agreement

- A. Performance of Services. Consultant agrees to perform the services set forth in Exhibit "A" attached to this Agreement and incorporated into this Agreement by reference.
- B. Compensation for Services. Client agrees to compensate Consultant for such services in the amount and in accordance with the terms set forth in Exhibit "A" attached to this Agreement and incorporated into this Agreement by reference.
- C. Special Provisions. Client and consultant agree that the following special provisions, 1-19 contained herein, shall be made a part of this Agreement:
 1. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of client and consultant.
 2. This Agreement shall not be assigned by either client or consultant without the prior written consent of the other.
 3. All original papers, documents, drawings and other work product of consultant, and copies thereof, produced by consultant pursuant to this Agreement shall remain the property of consultant and may be used by consultant without the consent of client, until the client has paid for services in full. Once the client has paid for services, the project documents, drawings, and other work product shall be the property of the Client and the Client shall have the right to retain and use them.
 4. Client acknowledges that its right to utilize the services and work product provided pursuant to this Agreement will continue only so long as client is not in default pursuant to the terms and conditions of this Agreement and client has performed all obligations under this Agreement. After the client has paid for services, the client shall retain the right to use the work product and the consultant shall no longer have the right to use the work product without written permission from the client.
 5. Consultant makes no representations concerning soil conditions unless specifically included in writing in this Agreement, and he is not responsible for any liability that may arise out of the making or failure to make soil surveys, or sub-surface soil tests, or general soil testing.
 6. Client agrees not to use or permit any other person to use plans, drawings, or other work product prepared by consultant, which plans, drawings, or other work product are not final and which are not signed, and stamped or sealed by consultant. Client agrees to be liable and responsible for any such use of nonfinal plans, drawings, or other work product not signed and stamped or sealed by consultant and waives liability against consultant for their use. Client further agrees that final plans, drawings or other work product are the exclusive use of client and may be used by client only for the Project described on the face hereof. Such final plans, drawings or other work product may not be changed nor used on a different project or for completion of this Project by others without the written authorization or approval by consultant. - If consultant's work product exists in electronic or computerized format, or is transferred in electronic or computerized format, the stamp, seal and signature shall be original and may not be a computer-generated copy, photocopy, or facsimile transmission of the original.

7. Consultant has a right to complete all services agreed to be rendered pursuant to this contract. In the event this Agreement is terminated before the completion of all services, unless consultant is responsible for such early termination, client agrees to release consultant from all liability for services performed. In the event all or any portion of the services or work product prepared or partially prepared by consultant be suspended, abandoned, or terminated, client shall pay Consultant for all fees, charges, and services provided for the Project, not to exceed any contract limit specified herein. Client acknowledges if the Project services are suspended and restarted, there will be additional charges due to suspension of the services which shall be paid for by client as extra services.
8. If client fails to pay consultant within thirty (30) days after invoices are rendered, client agrees consultant shall have the right to consider such default in payment a material breach of this entire Agreement, and, upon written notice, the duties, obligation, and responsibilities of consultant under this Agreement are suspended or terminated. In such event, client shall promptly pay consultant for all fees, charges, and services provided by consultant.
9. All fees and other charges will be billed monthly and shall be due at the time of billing unless otherwise specified in this Agreement.
10. Client agrees that the periodic billings from consultant to client are correct, conclusive, and binding on client unless client, within ten (10) days from the date of receipt of such billing, notifies consultant in writing of alleged inaccuracies, discrepancies, or errors in billing.
11. Client agrees to pay a monthly late payment charge, which will be the lesser of, one and on-half percent (1 1/2%) per month or a monthly charge not to exceed the maximum legal rate, which will be applied to any unpaid balance commencing thirty (30) days after the date of the original billing.
12. Client shall pay the costs of checking and inspection fees, zoning and annexation application fees, assessment fees, soils engineering fees, soils testing fees, aerial topography fees, and all other fees, permits, bond premiums, title company charges, blueprints and reproductions, and all other charges not specifically covered by the terms of this Agreement.
13. In the event that client institutes a suit against consultant, either directly by complaint or by way of cross-complaint, including a cross-complaint for indemnity, for alleged negligence, error, omission, or other failure to perform, and if client fails to obtain a judgement in client's favor, the lawsuit is dismissed, or if judgement is rendered for consultant, client agrees to pay consultant all costs of defense, including attorneys' fees, expert witness fees, court costs, and any and all other expenses of defense. Client agrees such payments shall be made immediately following dismissal of the case or upon entry of judgment.
14. Consultant makes no representation concerning the estimated quantities and probable costs made in connection with maps, plans, specifications, reports or drawings other than that all such costs are estimates only and actual costs will vary. It is the responsibility of client to verify costs.
15. Consultant makes no warranty, either expressed or implied, as to his findings, recommendations, plans, specifications, or professional advice except that the services or work product were performed pursuant to generally accepted standards of practice in effect at the time of performance.
16. In the event the client agrees to, permits, authorizes, constructs or permits construction of changes in the plans, specifications, and documents or does not follow recommendations or reports prepared by consultant pursuant to this Agreement, which changes are not consented to in writing by consultant, client acknowledges that the changes and their effects are not the responsibility of consultant and client agrees to release consultant from all liability arising from the use of such changes and further agrees to defend, indemnify and hold harmless consultant, its officers, directors, principals, agents and employees from and against all claims, demands, damages or costs arising from the changes and their effects.
17. Client agrees that in accordance with generally accepted construction practices, client will be required to assume sole and complete responsibility for job site conditions during the course of construction of the Project, including safety of all persons and property; that this requirement shall be made to apply continuously and not be limited to normal working hours, and client further agrees to defend, indemnify and hold consultant harmless from any and all liability, real or alleged, in connection with the performance of services on this Project, excepting liability arising from the sole negligence of the consultant.
18. Client agrees to limit the liability of consultant, its principals and employees, to client and to all contractors and subcontractors on the Project, for any claim or action arising in tort or contract, to the sum of \$50,000 or consultant's fee, whichever is greater.
19. (a) Notwithstanding any other provision of this Agreement and except for the provisions of (b) and (c), if a dispute arises regarding consultant's fees pursuant to this contract, and if the fee dispute cannot be settled by discussions between client and consultant, both client and consultant agree to attempt to settle the fee dispute by mediation through the American Arbitration Association [or other mediation service] before recourse to arbitration. If mediation does not resolve the fee dispute, such dispute shall be settled by binding arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and judgement upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.
 (b) Subdivision (a) does not preclude or limit consultant's right to elect to file an action for collection of fees if the amount in dispute is within the jurisdiction of the small claims court.
 (c) Subdivision (a) does not preclude or limit consultant's right to elect to perfect or enforce applicable mechanics lien remedies.

IN WITNESS WHEREOF, the parties execute this Agreement upon the terms and conditions stated above and as of the dates set forth below.

Client: Patterson Unified School District

By: _____

Name/Title: _____

Date Signed: _____

Consultant: NorthStar Engineering Group, Inc.

By: _____

Name/Title: Kent Hysell, L.S. 6953, CFO

Date Signed: _____

Project No.: 19-2398



Client's Initials _____ Consultant's Initials _____

**EXHIBIT A
PATTERSON HIGH SCHOOL SURVEY
200 N 7TH STREET
PATTERSON, CA
MAY 29, 2019**

1. SURVEY BASE SHEET

- A. Obtain public records including existing Subdivision Maps, Parcel Maps, and Record of Survey Maps. Review the Preliminary Title Report and supporting documents including vesting deeds, adjoining deeds, and title report exception documents. The Preliminary Title Report and supporting documents are to be provided by the Client's Title Company.
- B. Perform office calculations to prepare a Survey Base Sheet based on the Title Report provided by the Client. Only easements provided in the Preliminary Title Report that are locatable by the description in the document will be plotted.
- C. Perform a Field Survey to search for and locate the existing survey monuments of record as shown on the record maps. Perform analysis of record and field boundary data and calculate final boundary lines.

TOTAL LUMP SUM - \$5,215.00

2. TOPOGRAPHIC SURVEY

- A. Perform a Topographic Field Survey to locate the existing visible improvements and visible utilities located within the project limits. The field survey will locate existing features such as roads, ground elevations, driveways, fences, occupation lines, buildings structures, irrigation facilities, utility poles, water, sewer, storm drain facilities, and other visible improvements within the project limits.
- B. Perform a strip Topographic Field Survey of adjacent public roadways along the project frontages and 100' beyond the project limits to determine the cross sections and profiles of existing roadways. The field survey will locate pavement areas, street alignments, curbs, sidewalks, ground elevations, driveways, fences, occupation lines, buildings structures, irrigation facilities, utility poles, water, sewer, storm drain facilities, and other visible improvements within the roadway limits.
- C. Prepare a Topographic Survey Drawing in AutoCAD format to include the site features located during the Field Survey including one-foot contours, notes identifying each visible utility located, specific callouts for existing structures, and general notes for other physical features.

TOTAL LUMP SUM - \$21,910.00

(EXCLUSIONS, NEXT PAGE)



Client's Initials _____ Consultant's Initials _____

EXCLUSIONS:

1. Title reports and supplemental documentation (the Client's title company should be contacted for the fees associated with these services).
2. Agency fees/Plan checking fees/Calculation of development and building fees/Permits.
3. Boundary Survey, ALTA, and Record of Survey.
4. Planning and environmental studies, applications or permitting with local, state and federal agencies not otherwise noted in the above scope of work.
5. Geotechnical Reports including pavement structural sections, concrete structural sections, and existing soil percolation rates (to be provided by the Client).
6. Off-Site Analysis or Capacity Verification and/or Design of Storm, Sewer, or Water Utilities.
7. On-site and off-site improvement plan preparation, submittal, and processing.
8. Landscaping Plans/Landscape Maintenance Agreement/Arborist Report.
9. Joint Trench Plans/Dry Utility Design/Underground Electrical Design/Site Lighting Design/Gas Design.
10. Final or Parcel Map preparation, submittal and processing.
11. Fit lists, Development plans, and plot plans.
12. Construction staking, inspection, observation, and report.
13. Storm Water Pollution Prevention Plan (SWPPP), BMP Monitoring, Annual Report Preparation, and Notice of Termination (NOT) in accordance with Order No. 2009-0009 DWQ Construction General Permit requirements



Client's Initials _____ Consultant's Initials _____

RATE SCHEDULE

Engineering:

PRINCIPAL	\$185.00
CIVIL ENGINEER	\$155.00
PROJECT MANAGER	\$155.00
DESIGNER III	\$125.00
DESIGNER II	\$120.00
DESIGNER I	\$115.00
DRAFTER / CAD III	\$110.00
DRAFTER/CAD II	\$105.00
DRAFTER/CAD I	\$100.00

Surveying:

PRINCIPAL	\$185.00
LAND SURVEYOR	\$155.00
LAND SURVEYOR ASSISTANT	\$125.00
SURVEY CREW COORDINATOR	\$125.00
ONE-MAN SURVEY CREW	\$170.00
TWO-MAN SURVEY CREW	\$235.00

Planning:

PRINCIPAL	\$185.00
PLANNER	\$155.00

Field Services:

CONSTRUCTION OBSERVATION	\$155.00
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Administration:

CLERICAL	\$80.00
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Materials: COST PLUS 10 PERCENT

The above rate schedule is effective through December 31, 2019 and is subject to adjustment January 1, 2020.

NOTE: Overtime and Saturday work will be billed at time and a half and Sunday work will be billed at double time.