



## AGREEMENT BETWEEN CLIENT AND CONSULTANT

Project Number 22-3003

This AGREEMENT BETWEEN CLIENT AND CONSULTANT (this "Agreement") is entered into this 9th day of February, 2022 by and between:

### Client

Name: Patterson Unified School District

Address: 510 Keystone Blvd  
Patterson Ca 95363

Phone: 209 895 7700

### Consultant

Name: NorthStar Engineering Group, Inc.

Address: 620 12<sup>th</sup> 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 engage Consultant as an independent contractor 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."
- C. Special Provisions. Client and Consultant agree that the following special provisions, 1-16 contained herein, a material consideration for this Agreement:
  1. This Agreement shall be binding upon and inure to the benefit of Client and Consultant and their respective heirs, executors, administrators, successors, and permitted assigns, is intended by the parties as a final expression of their agreement, and may not be contradicted by evidence of a prior agreement or of a contemporaneous oral agreement. This Agreement shall not be assigned by either Client or Consultant without the prior written consent of the other party, which consent shall not be unreasonably withheld, conditioned, or delayed. This Agreement may only be amended in writing signed by duly authorized representatives of both Client and Consultant.
  2. All original papers, documents, drawings and other work product of Consultant, and copies thereof, produced by Consultant pursuant to this Agreement shall at all times remain the property of Consultant and may be used by Consultant without the consent of Client until such time as Client has paid in full for amounts due under this Agreement. 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 under this Agreement and Client has performed all obligations under this Agreement. Once Client has paid for services, the documents, drawings, and other work product specifically for this Project only shall become the property of Client and Client shall have the right to retain and use them.



3. 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. 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.
4. Consultant has the right to complete all services to be rendered pursuant to this Agreement. 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.
5. All payments for services shall be due upon receipt of Invoice. Client agrees that all 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.
6. Interest on accounts unpaid after 30 days will be charged at the rate of .83% per month (10% per annum). Client shall pay a \$25 service charge for any NSF checks. If legal action is commenced to collect amounts owed, the prevailing party shall be entitled to collect attorneys' fees and litigation costs to be paid by the losing party, including for enforcing or collecting any judgment, settlement, or award, as provided by California Code of Civil Procedure §§ 685.040 and 685.070. This Agreement is made and entered into in Stanislaus County, California, and is governed by California law.
7. If Client fails or refuses to pay Consultant within thirty (30) days after an invoice is issued, Client agrees Consultant shall have the right to consider such default in payment a material breach of this Agreement, and, upon written notice, the duties, obligation, and responsibilities of Consultant under this Agreement may be suspended or terminated in Consultant's discretion. In such event, Client shall promptly pay Consultant for any all fees, charges, and services provided by Consultant.
8. 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.
9. Consultant makes no representations concerning soil conditions unless specifically included in writing in this Agreement, and Consultant 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.
10. 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.





11. 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.
12. In the event 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.
13. 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 Consultant.
14. Client agrees that maximum liability for damages that Consultant (including its owners and employees) shall have under this Agreement or with regard to the Project, for any claim or action arising in tort or contract, shall be limited to the sum of \$50,000 or Consultant's fee, whichever is greater. Consultant shall not be liable to Client or any third parties for special, indirect, consequential, incidental or punitive damages whether arising by contract, warranty, tort, negligence, strict liability or any other theory or liability. Consultant shall not be liable for any loss of profits, loss of use of products, or claims by third parties. Client understands, acknowledges, and agrees that such limitation of liability is a material condition for Consultant entering into this Agreement and that Consultant would not have entered into this Agreement without such limitation of liability.
15. Client and Consultant acknowledge and agree that this Agreement satisfies the requirements of California Civil Code sections 6749 and/or 8759, or that compliance with such laws is not required.
16. Client agrees to and shall indemnify, defend, and hold Consultant harmless for any breach of this Agreement by Client, and including, but not limited to, for any claims by third parties who have used the plans or work product prepared by Consultant for the Project, in violation off the terms of this Agreement.

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

Consultant: NorthStar Engineering Group, Inc.

By: 

By: \_\_\_\_\_

Name/Title: Jeff Mering - Asst Super.

Name/Title: Kent Hysell, LS 6953, CFO

Date Signed: 2/10/22

Date Signed: \_\_\_\_\_

Project No.: 22-3003



**PROPOSAL  
PATTERSON HIGH SCHOOL  
POOL SITE SURVEY  
200 N 7<sup>TH</sup> STREET  
PATTERSON, CA  
JANUARY 24, 2022**

NorthStar Engineering Group, Inc. appreciates the opportunity to submit this Proposal to perform a Topographical Survey for the proposed pool site at the Patterson High School located in Patterson, CA.

**1. TOPOGRAPHIC SURVEY**

- A. Contract with a subconsultant to perform utility locating using ground penetrating radar and other equipment as needed to locate and mark the existing utilities within the pool site.
- B. Perform a Topographic Field Survey to locate the existing visible improvements and visible utilities located within the project limits for the pool site. The field survey will locate existing features such ground surface elevations, concrete, paving, fences, buildings, structures, portions of the hard courts, utility markings, irrigation facilities, water, sewer, storm drain facilities, electrical vaults, changes in surface materials, and other visible improvements within the project 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 - \$6,910.00**

**EXCLUSIONS:**

- 1. Geotechnical Reports including pavement structural sections, concrete structural sections, and existing soil percolation rates (to be provided by the Client).
- 2. Civil Engineering Design and Improvement Plans.
- 3. Construction staking, inspection, observation, and report.
- 4. Items not listed in the Scope of Work above.



Client's Initials SR Consultant's Initials \_\_\_\_\_

## RATE SCHEDULE

### Engineering:

PRINCIPAL / DIRECTOR	\$205.00
CIVIL ENGINEER	\$175.00
PROJECT MANAGER	\$175.00
DESIGNER III	\$150.00
DESIGNER II	\$140.00
DESIGNER I	\$135.00
DRAFTER / CAD III	\$130.00
DRAFTER/CAD II	\$120.00
DRAFTER/CAD I	\$110.00

### Surveying:

PRINCIPAL / DIRECTOR	\$205.00
LAND SURVEYOR	\$175.00
LAND SURVEYOR ASSISTANT	\$150.00
SURVEY CREW COORDINATOR	\$150.00
ONE-MAN SURVEY CREW	\$195.00
TWO-MAN SURVEY CREW	\$260.00

### Planning:

PRINCIPAL	\$205.00
PLANNER	\$175.00

### Field Services:

CONSTRUCTION OBSERVATION / QSP INSPECTOR	\$175.00
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### Administration:

CLERICAL	\$90.00
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### Materials: COST PLUS 10 PERCENT

The above rate schedule is effective through December 31, 2022 and is subject to adjustment January 1, 2023.

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