



ADDENDUM NO. #5
TO AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN CONSULTANT AND CLIENT

DATE: December 13, 2022

CLIENT: City of Red Bluff
555 Washington Street
Red Bluff, CA 96080
Attn: Tom Westbrook

CONSULTANT: NorthStar
111 Mission Ranch Blvd., Suite 100
Chico, CA 95926
(530) 893-1600

PROJECT: City Engineer/Public Works Director Services **NS#:** 12-265

A. CLIENT AND CONSULTANT AGREE AS FOLLOWS:

1. This agreement will serve as an addendum to our previous Agreement, dated September 13, 2022. Work under this Agreement will be subject to the terms and conditions of our previous Agreement, except as noted below.
2. Consultant agrees to perform the additional services as set forth on Exhibit "A" attached hereto and incorporated herein by this reference ("Additional Scope of Services").
3. Client agrees (unless otherwise stated herein) to compensate Consultant for its Services according to the cost proposal attached hereto as Exhibit "B" and incorporated herein by this reference ("Cost Proposal for Additional Work").

B. GENERAL PROVISIONS:

1. **Timeline for Offer to Contract / Termination of Agreement.** This offer to contract for additional services is good for 14 days after the date shown below in the Consultant's signature block. If Client fails to sign this contract within 14 days, the offer for additional services shall be withdrawn making it null and void. Client may terminate this contract by giving notice to Consultant in writing and bringing all outstanding charges current prior to termination of Agreement.
2. **Liability Limits.** Client and Consultant have discussed the risks and rewards associated with this project, as well as Consultant's fee for services. Client and Consultant agree to allocate certain of the risks so that, to the fullest extent permitted by law, Consultant's total aggregate liability to Client and all contractors and subcontractors is limited to three times the contract amount for any and all injuries, damages, claims, losses, expenses or claim expenses (including attorneys' fees) arising out of this Agreement from any cause or causes. Such causes include, but are not limited to, Consultant's negligence, errors, omissions, strict liability, breach of contract, or breach of warranty.

Client further agrees to notify all contractors and sub-contractors of this limitation of Consultant's liability to them and require them to abide by this limitation of damages suffered by any contractor or subcontractor arising from Consultant's actions or inactions. Neither the contractor nor any subcontractor assumes any liability for damages to others which may arise on account of Consultant's actions or inactions.

3. **Preparation of Agreement.** By signing the Agreement, both parties consent that the Agreement has been prepared and negotiated equally by Client and Consultant.

IN WITNESS WHEREOF, the parties hereby execute this Agreement upon the terms and conditions stated above and on the date first above written.

CLIENT:

BY: _____

TITLE: _____

SIGNED: _____

DATE: _____

4.

5.

CLIENT:

BY: _____

TITLE: _____

SIGNED: _____

DATE: _____

CONSULTANT:

BY: Robin Kampmann, PE

TITLE: Senior Engineer

LICENSE NO. RCE 73943

SIGNED: _____

DATE: _____

CONSULTANT:

BY: _____

TITLE: _____

LICENSE NO. _____

SIGNED: _____

DATE: _____

ATTACHMENTS included and made a part of this agreement:

X	EXHIBIT "A"	ADDITIONAL SCOPE OF SERVICES
X	EXHIBIT "B"	COST PROPOSAL & STANDARD RATE SCHEDULE
	EXHIBIT "C"	
	EXHIBIT "D"	



EXHIBIT "A"
SCOPE OF SERVICES

As requested NorthStar will continue to provide the City Engineer/Public Works Director services described below on a month-to-month basis for up to an additional 180 days from the expiration date of Addendum #4, December 31, 2022. At such time the contract may be extended with terms agreed upon by both the City of Red Bluff and NorthStar. The contract may be terminated by either party with a 30 day notice for any reason.

The services include:

Provide City Engineer/Public Works Director services as requested by the City of Red Bluff City Manager. The general duties of the City Engineer /Public Works Director may include those as described in the Class Specification Public Works Director/City Engineer dated 02/15/2011.

Robin Kampmann, PE will be the acting City Engineer/Public Works Director and will be in charge of the day to day work effort for the City and will be the primary point of contact for the City. Robin will attend the following regular hours at the City of Red Bluff:

Tuesdays – 8:30am to 5:00pm

Thursdays – 8:30am to 5:00pm

Every other Friday – 8:30am to 5:00pm

City Council Meetings – 1st and 3rd Tuesday of every month

If the recruitment of a full time Public Works Director is successful, the above referenced schedule may be modified by the City Manager for the remainder of the contract to provide City Engineering services on an as needed basis.

Additional hours will be requested by the City Manager. Robin will identify the need for additional NorthStar staff with consultation and approval of the City Manager to ensure that the City's needs are being met. Additional staff may include, but is not limited to:

Michael Mays, LS – Land Surveying

Lambert Lowe, PE – SWPPP QSD



EXHIBIT "B"
COST PROPOSAL

CONSULTANT FEE: This is a time and material project with Standard Hourly Rates. The following hourly rates will be used for Robin Kampmann, PE for the term of Addendum No. 5:

January 2023 – June 2023 \$180.00 per hour

If additional staff is requested they will be billed on a time and material basis at the current hourly rate. Standard Hourly Rate sheets will be provided as needed.



EXHIBIT “B”

STANDARD HOURLY RATES

Effective July 1, 2022 through June 30, 2023*

Engineering/Surveying

	<u>Hourly Rate</u>
Principal Engineer/Surveyor	\$230.00
Senior Managing Engineer/Surveyor	\$210.00
Senior Engineer/Surveyor	\$188.00
Associate Engineer/Surveyor	\$166.00
Assistant Engineer/Surveyor	\$145.00
Junior Engineer	\$125.00
Senior Designer/Technician	\$136.00
Associate Designer/Technician	\$115.00
Assistant Designer/Technician	\$ 95.00
One Person with GPS/Robotic (Party Chief)	\$185.00
Two-Person Survey Crew	\$250.00
Party Chief (Prevailing Wage)	\$205.00
Two-Person Survey Crew (Prevailing Wage)	\$325.00

Architecture

	<u>Hourly Rate</u>
Senior Architect	\$175.00
Project Architect	\$160.00
Assistant Architect	\$145.00
Architectural Job Captain	\$130.00
Architectural Drafter	\$110.00

Planning/Environmental/GIS

	<u>Hourly Rate</u>
Principal Planner	\$175.00

Administrative

	<u>Hourly Rate</u>
Project Management	\$165.00
Administrative	\$100.00

Other

	<u>Rate</u>
Litigation Support – Expert Witness Testimony	\$500.00 per hour
Mileage	Current Federal Rate
Reproduction, Materials, Fees, Special Mail, etc.	Cost + 15%
Subcontractors	Cost + 15%

*Rates typically increase 4-5% per year