



ADDENDUM NO. 1
TO AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN CONSULTANT AND CLIENT

DATE: May 25, 2018

CLIENT: City of Red Bluff
555 Washington Street
Red Bluff, CA 96080
Attn: Rick Crabtree

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 March 13, 2017. Work under this Agreement will be subject to the terms and conditions of our previous Agreement, except as noted below. This agreement will extend the existing contract term which expired on March 13, 2018 for an additional 1 year.
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 If Client fails to sign this contract within 14 days, the offer for additional services shall be withdrawn making it null and void.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:

CLIENT:

BY: _____

BY: _____

TITLE: _____

TITLE: _____

SIGNED: _____

SIGNED: _____

DATE: _____

DATE: _____

CONSULTANT:

CONSULTANT:

BY: Robin Kampmann, PE

BY: Nick Weigel, PE

TITLE: Senior Engineer

TITLE: President

LICENSE NO. RCE 73943

LICENSE NO. RCE 66282

SIGNED: _____

SIGNED: _____

DATE: _____

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"	



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EXHIBIT "A"
ADDITIONAL SCOPE OF SERVICES

As requested NorthStar will continue to provide the City Engineer/Public Works Director services described below for an additional one year from the expiration date of the original contract, March 13, 2018. At such time the contract may be extended with terms agreed upon by both the City of Red Bluff and NorthStar.

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

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

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:

Mark Adams, PE – Water, Wastewater, Management, Project Review and Plan Checking

Neil Graber, PE – Capital Project, Traffic Engineering and Transportation Planning

Michael Mays, LS – Land Surveying

Lambert Lowe, PE – SWPPP QSD

Kirk Koester, PE – Design Engineer

Steve Brands, EIT – Civil Drafting Services



EXHIBIT "B"
COST PROPOSAL

CONSULTANT FEE: This is a time and material project with Standard Hourly Rates as attached.

STANDARD HOURLY CHARGES
Effective July 1, 2017

Engineering/Surveying

Principal Engineer/Surveyor	\$185.00 per hour
Senior Managing Engineer	\$170.00 per hour
Senior Engineer/Surveyor	\$160.00 per hour
Associate Engineer/Surveyor	\$140.00 per hour
Assistant Engineer/Surveyor	\$125.00 per hour
Junior Engineer/Surveyor	\$105.00 per hour
Senior Designer/Technician	\$ 95.00 per hour
Junior Designer/Technician	\$ 85.00 per hour
Party Chief	\$160.00 per hour
Two-Person Survey Crew	\$200.00 per hour
Three-Person Survey Crew	\$240.00 per hour
Two-Person Survey Crew (Prevailing Wage)	\$290.00 per hour

Architecture

Senior Architect	\$160.00 per hour
Architect	\$140.00 per hour
Architectural Job Captain	\$115.00 per hour
Architectural Drafter	\$ 95.00 per hour

Environmental/Planning/GIS

Principal Biologist/Botanist/Planner	\$150.00 per hour
Senior Biologist/Botanist/Planner	\$130.00 per hour
Associate Biologist/Botanist/Planner	\$110.00 per hour
Assistant Biologist/Botanist/Planner	\$ 95.00 per hour

Administrative

Administrative / Accounting / Clerical	\$ 80.00 per hour
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Other

Litigation Support – Expert Witness Testimony	\$375.00 per hour
ATV/Snowmobile/Trimble GPS Unit	\$ 60.00 per day
Boat	\$130.00 per day
Mileage	\$ 0.55 per mile
Reproduction, Materials, Fees, Special Mail, Etc.	Cost + 15%
Subcontractors	Cost + 15%



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Water Resources

**AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN CLIENT AND CONSULTANT**

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CLIENT: City of Red Bluff
555 Washington Street
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Attn: Rick Crabtree

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:

Client agrees to engage Consultant according to the terms of this agreement ("the Agreement").

1. Consultant agrees to perform the services set forth on Exhibit "A" attached hereto and incorporated herein by this reference ("Scope of Services").
2. 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. Consultant reserves the right to increase the rates set forth in Exhibit "B" at reasonable intervals.
3. Client agrees to provide Consultant with any and all documents necessary to identify the ownership location and the condition of the Property, including but not limited to, deeds, maps, title reports and information, and permits; and to obtain for Consultant, upon request, the authorization of the owner to enter upon the Property for the purpose of conducting Consultant's Services thereon.

B. GENERAL PROVISIONS:

Client and Consultant agree that the following provisions shall be part of this Agreement:

1. **Ownership of Work Product.** Client acknowledges that all original papers, documents, maps, surveys, and other work product of Consultant and copies thereof produced by Consultant pursuant to this Agreement, except documents which are required to be filed with public agencies, shall remain the property of Consultant. This includes documents in electronic form. Consultant shall have the unrestricted right to use any such work product, for any purpose whatsoever, without the consent of Client. Client further acknowledges that its right to utilize the services and work product performed 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.
2. **Use of Work Product.** Client agrees not to use or permit any other person to use final maps, exhibits, legal descriptions, surveys, plans, details, calculations, or other work product ("Work Product") prepared by Consultant, which Work Product is not final and which is not signed, and stamped or sealed by Consultant. Client agrees that Consultant is not responsible for any such use of non-final Work Product and waives any right to claim liability against Consultant therefore. Client further agrees that final Work Product is for the sole use of Client for the specified purpose described in Exhibit A of this Agreement. Such final Work Product may not be altered or reproduced in any way nor used on any other project or for any other purposes than as specifically authorized by Consultant in writing prior to any such use, alteration, or reproduction.
3. **Changes in Work Product.** In the event Client agrees to permit or authorizes changes in the documents prepared by Consultant pursuant to this Agreement, to which changes Consultant has not previously consented to in writing, Client acknowledges that such changes and the effects thereof are not the responsibility of Consultant and Client agrees that Consultant is automatically released from any and all liability arising there from 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 there from unless caused by the sole negligence or willful misconduct of Consultant.

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4. **Standard of Care.** Consultant's services are to be performed pursuant to generally accepted standard of practice in effect at the time of performance and in the same or similar locale. Consultant makes no warranty either expressed or implied as to its findings, recommendations, or professional advice, except for compliance with the above standards.

5. **Basis of Compensation and Method of Payment.** Client recognizes that prompt payment of Consultant's invoices is an essential aspect of the overall consideration Consultant requires for providing service to Client. Accordingly, Client agrees to advise Consultant as to the person to whom invoices should be addressed and such other pertinent details Consultant should observe to help Client expedite payment.

Accounts are billed by the Consultant during the third week of each month for work done in the previous month, are due upon presentation and shall be considered Past Due if not paid within 30 days of receipt. If payment is not received by Consultant within 30 days of receipt, Client shall pay as interest an additional charge of one-and-one-half (1.5) percent (or the maximum allowable by law, whichever is lower) of the Past Due amount per month. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal.

Payment of any invoice by Client to Consultant shall be taken to mean that Client is satisfied with Consultant's services and is not aware of any deficiencies in those services.

If Client objects to any portion of an invoice, Client shall so notify Consultant in writing within 14 calendar days of the invoice date, and Client and Consultant shall work together to resolve the matter within 60 days of its being called to Consultant's attention. Client shall identify the specific cause of the disagreement and shall pay when due that portion of the invoice not in dispute. Interest as stated above shall be paid by Client on all disputed invoiced amounts resolved in the Consultant's favor and unpaid for more than 30 calendar days after date of submission. If resolution of the matter is not attained within 60 days, either party may terminate the Agreement in accordance with conditions indicated in the Termination of Contract clause.

If Client for any reason fails to pay the undisputed portion of Consultant's invoices within 30 days of the invoice date, Consultant has the right to cease work on the project and Client shall waive any claim against Consultant for damages and/or delays attributable to the cessation of services, and shall defend and indemnify Consultant from and against any claims for injury or loss stemming from Consultant's cessation of service. Client shall also pay Consultant the cost associated with premature project demobilization. In the event the project is remobilized, Client shall also pay the cost of remobilization, and shall renegotiate appropriate contract terms and conditions, such as those associated with budget, schedule or scope of service.

Under the Mechanic's Lien Law (California Code of Civil Procedure, Section 1181 et. seq.) any contractor, subcontractor, laborer, supplier, or other person who helps to improve your property but is not paid for his work or supplies, has a right to enforce a claim against your property.

6. **Suspension or Termination of Performance.** In addition to any other rights Consultant may have for default of Client, if Client fails to pay Consultant within thirty (30) days after invoices are rendered, Client agrees invoices shall be considered past due and Consultant shall have the right to consider such default in payment a material breach of this Agreement, and upon written notice, the duties, obligations, and responsibilities of Consultant under this Agreement may be suspended or terminated at Consultant's sole option.

7. **Timeline for Offer to Contract / Termination of Agreement.** This offer to contract 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 may be withdrawn making it null and void. Once this Agreement has commenced, it may be terminated by either Client or Consultant upon 90 days written notice to the other party. Client shall bring all outstanding charges current prior to termination of Agreement.

8. **Changed Conditions.** In the event Client discovers or becomes aware of changed field or other conditions which necessitate clarification, adjustments, modifications or other changes, Client agrees to notify Consultant and engage Consultant to prepare the necessary clarifications, adjustments, modifications or other changes to Consultant's services before further activity proceeds. Further, Client agrees that any construction contracts for any project which involves Consultant's Work Product shall include a provision that requires the contractor to notify Client of any changed field or other conditions after which Client shall timely notify Consultant. Changes to any applicable codes, laws, ordinances and regulations that require changes to the calculations, drawings and specifications may result in additional charges.

9. **Extra Work.** Client acknowledges that the scope of services described in Exhibit "A" are based upon conditions and requirements existing at the time of the execution of this Agreement. Client further acknowledges that clarifications, adjustments, modifications, and other changes may be necessary to reflect changed conditions or requirements. No tasks outside the agreed scope of services will be performed without prior written approval of the Client. Client agrees that if services not specified in this Agreement are provided, Client agrees to timely pay for all such services as "Extra Work" at the rates set forth (unless otherwise agreed herein) in Exhibit "B." Any such additional services shall be performed subject to the terms and conditions of this Agreement as if specifically provided for herein.

10. **Payment of Costs.** Client shall pay the costs of checking and inspection fees, all application fees, assessment fees, soils engineering fees, soils testing fees, aerial topography fees and all other fees, permits, bond premiums, title company charges,

Agreement for Professional Services

Client Initials ME

NS#: 12-265

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Consultant Initials RK

blueprints and reproductions, and all other charges not specifically covered by the terms of this Agreement. In the event all or any portion of the services are suspended, and restarted, Client agrees to pay Consultant on demand, as extra service, any additional expense or services required by Consultant as a result of suspension of the services.

11. Indemnity. Client agrees to the fullest extent permitted by law, to indemnify and hold Consultant, its officers, directors, and employees harmless against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by Client's conduct in connection with the project and the acts of its contractors, subcontractors, consultants or anyone for whom Client is legally liable.

Consultant agrees, to the fullest extent permitted by law, to indemnify and hold the Client, its officers, directors, and employees (collectively "Client"), harmless against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by Consultant's negligent performance of professional services under this Agreement and that of its sub consultants or anyone for whom Consultant is legally liable. Neither Consultant nor the Client shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

12. Delays. Consultant is not responsible for delay caused by activities or factors beyond Consultant's control including, but not limited to, delays caused by strikes, lockouts, work slowdowns or stoppages, accidents, inclement weather, acts of God, failure of Client to timely furnish payment as defined in Section B number 5 in this agreement, information or approval or disapproval Consultant's work, faulty or untimely performance by Client or others, including contractors and governmental agencies. In the event such delays occur, Client agrees to save and hold Consultant harmless therefore.

13. Lien rights. This Agreement shall not be construed to alter, affect or waive any lien or stop notice right or other remedy, which Consultant may have for the performance of services pursuant to this Agreement. Client agrees to separately provide to Consultant the present name and address of the record owner of the property on which Consultant is to perform its services. Client also agrees to separately provide Consultant with the name and address of any and all persons, including lenders, who are entitled to receive a preliminary notice.

14. 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.

15. Waiver. Waiver by Consultant of any term, condition, or covenant, or breach of any term, condition, or covenant, shall not constitute the waiver of any other term, condition, or covenant, or the breach of any other term, condition, or covenant and any such waiver shall not constitute a continuing waiver thereof.

16. Advisory Only. Consultant shall only act in an advisory capacity to Client in governmental relations. Client shall be responsible for all decision-making activities therein.

17. Validity. If any term, condition, or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall be valid and binding on Client and Consultant.

18. Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

19. Dispute Resolution: All claims, disputes, and other matters in controversy between Consultant and Client arising out of or in any way related to the Agreement will be submitted to non-binding mediation as a condition precedent to other remedies provided by law. If a dispute arises related to the services provided under the Agreement and that dispute requires litigation in addition to mediation as provided above, then:

- A. The claim will be brought and tried in the County where Client's principal place of business is located; and
- B. The prevailing party will be entitled to recover all reasonable costs incurred, including reasonable attorneys' fees.

20. Time Bar to Litigation: All legal actions by either party against the other for breach of the Agreement or for the failure to perform in accordance with the applicable standard of care, however denominated, shall be barred two (2) years from the time claimant knew or should have known of its claim, but in no event, no later than four (4) years from completion or cessation of Consultant's services.

21. Assignment. This Agreement shall not be assigned by either Client or Consultant without the prior written consent of the other. Consultant may, at Consultant's sole discretion, subcontract to third parties portions of the services to be performed

hereunder.

22. Inurement. The Agreement shall inure to and be binding upon the heirs, executors, administrators, successors and assigns of Client and Consultant. Nothing in this Agreement however, shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or Consultant. Consultant's services under this Agreement are being performed solely for the Client's benefit and no other party or entity shall have any claim against Consultant because of this Agreement or the performance or nonperformance of services hereunder.

23. Entire Agreement. This Agreement contains the entire agreement between Client and Consultant relating to the project and the provision of services to the project. Any prior agreements, promises, negotiations or representations not expressly set forth in this Agreement are of no force or effect. Subsequent modifications to this Agreement shall be in writing and signed by both Client and Consultant.

24. Acceptance and Commencement. By execution of this Agreement Client accepts the terms hereof, acknowledges receipt of a copy hereof, including all exhibits, and authorizes Consultant to proceed with the services. In the event Client is not the owner of the property, Client represents that Client has obtained permission from said owner for Consultant to proceed.

25. Code Compliance. Consultant shall exercise usual and customary professional care in rendering a design complying with Consultant's current understanding of the applicable federal, state or local Code requirements. However, Consultant makes no guarantee or warranty either expressed or implied that its design complies with the Code. Client acknowledges that the standards for design practice under the Code are still evolving.

26. Obtaining Permits from Governing Agencies. Obtaining permits from the governing agencies for the Project is an important step in the construction process (where required). Duties of these agencies that add value to the Project include, but are not limited to, the plan check process and construction inspection, if applicable.

All Instruments of Service provided by Consultant are only valid if permits have been obtained. If permits have not been obtained, where required, all Instruments of Service shall be considered null and void. Client hereby waives any claim against Consultant for loss allegedly arising from the Project if the required permits have not been obtained.

It is the duty of the Client to notify Consultant if they are aware that any public agency permits have not been obtained. If Consultant becomes aware that permits have not been obtained (where required), Consultant is obligated to cease work on the Project, as required by California state law. Consultant may also, at its option, inform some or all parties involved with the Project of the absence of permits. These parties may include, but are not limited to, the Contractor, Architect, Owner and building department. California state law does not impose a duty on Consultant to investigate whether or not permits have been obtained.

27. Third-Party Beneficiaries. Nothing contained in the Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party, against either Client or Consultant. Consultant's services under the Agreement are being performed solely for Client's benefit, and no other party or entity shall have any claim against Consultant because the Agreement or the performance or non-performance of services hereunder. Client and Consultant agree to require similar provisions in all contracts with contractors, subcontractors, subconsultants, vendors and other entities involved in this Project to carry out the intent of this provision.

28. 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: Richard Crabtree
 TITLE: City Manager/Attorney
 SIGNED: [Signature]
 DATE: 3-22-17

CLIENT:
 BY: Gary Jones
 TITLE: Mayor
 SIGNED: [Signature]
 DATE: 3/21/17

CONSULTANT:
 BY: Robin Kampmann, PE
 TITLE: Senior Engineer
 LICENSE NO. RCE 73943
 SIGNED: [Signature]
 DATE: 3/13/17

CONSULTANT:
 BY: Nick Weigel, PE
 TITLE: President
 LICENSE NO. RCE 66282
 SIGNED: [Signature]
 DATE: 3/13/17

ATTACHMENTS included and made a part of this agreement:

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



Civil Engineering
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EXHIBIT "A"
SCOPE OF SERVICES

Consultant agrees to perform the following services:

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:

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Neil Graber, PE – Capital Project, Traffic Engineering and Transportation Planning

Michael Mays, LS – Land Surveying

Lambert Lowe, PE – SWPPP QSD

Steve Brands, EIT – SWPPP Document Preparation

The contract terms of this agreement extend for one year from the date of the executed contract. At such time the contract may be extended with terms agreed upon by both the City of Red Bluff and NorthStar.



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EXHIBIT "B"
COST PROPOSAL

CONSULTANT FEE: This is a time and materials project with Standard Hourly Rates as follows:

Robin Kampmann, Senior Engineer	\$150.00
Mark Adams, Principal Engineer	\$175.00
Neil Graber, Senior Managing Engineer	\$160.00
Michael Mays, Senior Surveyor	\$150.00
Lambert Lowe, Senior Engineer	\$150.00
Steve Brands, Junior Engineer	\$100.00



Civil Engineering
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EXHIBIT "B"
STANDARD HOURLY CHARGES
Effective January 1, 2017

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Senior Engineer/Surveyor	\$150.00 per hour
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Junior Engineer/Surveyor	\$100.00 per hour
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Architect	\$130.00 per hour
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Associate Biologist/Botanist/Planner	\$105.00 per hour
Assistant Biologist/Botanist/Planner	\$ 90.00 per hour
GIS Analyst	\$ 90.00 per hour

Administrative

Administrative / Accounting / Clerical	\$ 75.00 per hour
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Other

Litigation Support – Expert Witness Testimony	\$350.00 per hour
ATV/Snowmobile/Trimble GPS Unit	\$ 55.00 per day
Boat	\$125.00 per day
Mileage	\$ 0.55 per mile
Reproduction, Materials, Fees, Special Mail, Etc.	Cost + 15%
Subcontractors	Cost + 15%