SUMMERVILLE UNION HIGH SCHOOL DISTRICT

Board Reference Material

Subject: Consideration of proposal by North Star Engineering

Group, Inc. for topo and boundary surveys and proposal by

Construction Testing and Engineering, Inc. for

geotechnical engineering services

Date Submitted: March 13, 2013

Background: The District has entered into an agreement with BCA

Architects to provide services for bond projects. BCA has

solicited proposals for specialized services.

Discussion: BCA recommends we enter into agreements with both of

these companies.

Alternative/Identified

Opposition: Seek more proposals.

Financial Implications: \$29,070 for topo and boundary surveys

\$8,800 for geotechnical engineering

Recommendation: The superintendent recommends the Board approve the

proposals with North Star Engineering Group, Inc. and

Construction Testing and Engineering, Inc.

North Star Engineering Group, Inc.

March 1, 2013

Mr. John Keiter Superintendent Summerville Union High School District 17555 Tuolume Road Tuolumne, CA 95379

Subject:

Summerville Union High School District Topographic Survey

Dear Mr. Keiter,

NorthStar Engineering Group, Inc. appreciates the opportunity to submit this Proposal for the Summerville Union High School District Topographic Survey. Attached please find a Proposal for this project's Scope of Work.

The main contact for this work will be: Kent Hysell, L.S. 6953, Principal 909 14th Street, Modesto, CA 95354 P: (209) 524-3525, F: (209) 524-3526 khysell@nseng.net

The above office is our only branch and all work will be performed out of this office.

All information provided with this Proposal will be valid for a period of at least six months.

If you have any questions or comments regarding this Proposal, please feel free to contact me.

Sincerely,

Kent Hysell, L.S. 6953, Principal

This Proposal is approved by:

Name and Title

909 14th Street

Modesto, CA 95354

P: (209) 524-3525 F: (209) 524-3526

SIG

North Stan
Engineering Group, Inc.

PROPOSAL SUMMERVILLE UNIFIED SCHOOL DISTRICT TOPOGRAPHIC SURVEY FOR PORTIONS OF SUMMERVILLE HIGH SCHOOL TUOLUMNE, CA MARCH 1, 2013

TOPOGRAPHIC SURVEYING

1. BOUNDARY SURVEY VERIFICATION

- A. Perform research to locate existing record documents including Parcel Maps, Records of Survey, and Final Maps.
- B. Perform office calculations and a field survey to locate existing monuments of record and boundary corners for the school site.
- C. Perform office calculations to verify the existing monuments found are in conformance with the school boundary.

2. TOPOGRAPHIC SURVEY

- A. Set horizontal and vertical control in the vicinity of the area of the Topographic Surveys. Horizontal and vertical control will be established on a datum Client provides from a control network that has been utilized on prior projects, if available. If an existing control network is not available, horizontal control will be based on the California Coordinate System and vertical control will be based on the North American Vertical Datum of 1988 (NAVD 88).
- B. Perform a Topographic Field Survey to locate all visible surface features located within the area marked "Limit of Work" as shown on the "Site Plan of Summerville High School" diagramming the survey locations included in the Request for Proposal and also including the additional agricultural facility area. The Topographic Survey will include existing walkways and elevations, driveways and access roads, parking lots, paving, striping, existing ground contours, curbs, fencing, existing visible utilities including sewer, storm drain, water, dry utility structures, utility point of connections at streets where visible, lights, trees in areas of new proposed buildings, building corners with finish floor elevations (threshold elevations), retaining walls, fencing, track and field, bleachers, press box, baseball field, and bus barn area. Existing slopes will be shown in areas of ADA path of travel. Existing school plans will be reviewed for additional record utility locations.
- C. Prepare a Topographic Drawing to include all features located during the Topographic Field Survey including contours prepared at 1 foot intervals. Prepare the Topographic Drawing in a CAD 2010 compatible format at a scale as requested by Client.

TOTAL LUMP SUM TASKS 1 AND 2 - \$26,990.00

3. ADDITIONAL SERVICE HOURLY FEES

- PROJECT MANAGER \$125.00/hr.
- LAND SURVEYOR \$115.00/hr.
- 2-MAN SURVEY CREW \$180.00/hr.
- CAD DRAFTER \$85.00/hr.

Proposal Summerville Unified School District Topographic Survey for Portions of Summerville High School March 1, 2013 Page 2 of 2

4. FOLLOW UP TOPOGRAPHIC SURVEY

A. Provide one day of follow up Topographic Survey to confirm additional spot elevations, as requested by Architect. Prepare the additional Topographic Drawing in a CAD 2010 compatible format at a scale as requested by Client.

TOTAL LUMP SUM TASK 4 – \$2,080.00

5. SCHEDULE

A. It is understood that this project is under a tight time frame and the information will be utilized in designing projects to be constructed this year. We will utilize multiple crews and work overtime (if necessary) in order to complete the Topographic Site Surveys within 5 days of the start date. Delivery of the CAD Topography Survey will be 5 working days after the survey is completed. In order to meet this schedule, access to all areas including locked enclosures and buildings within the "Limit of Work" boundaries will need to be provided by the Client.

MARCH 5, 2013 - EXECUTED CONTRACT AND NOTICE TO PROCEED MARCH 18, 2013 - SUBMITTAL OF CAD TOPOGRAPHY SURVEY

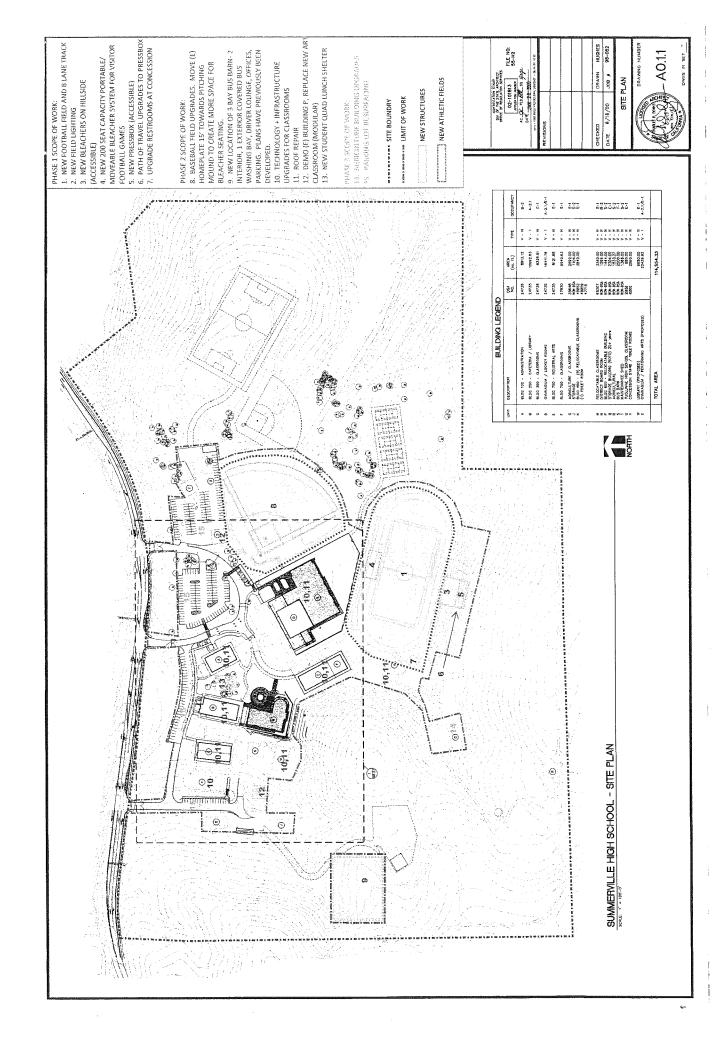
NOTE: Inclement weather delays will be coordinated with the Client and schedule adjusted accordingly.

Notes:

- Client shall provide complete set of Record Drawings for each school (if available) prior to field mobilization, to ensure that we understand all civil improvements, utilities, and potential points of connection.
- Project Architect shall delineate the ADA path of travel prior to field crew mobilization so that the appropriate improvements along the path of travel can be surveyed and verified. Path of travel revisions after Topographic Survey is complete may require additional mobilizations and are not included in this scope and fee.

EXCLUSIONS:

- 1. Agency Permits and Fees.
- 2. Design.
- 3. Potholing of existing utilities.
- 4. Utility Locating Service for non-visible underground utilities.
- 5. Title Reports and supplemental documentation to be provided by Client or School District.
- 6. Services required for the preparation of legal descriptions or other Surveying or Engineering services not specified in this Scope of Work.
- 7. Construction Staking.
- 8. Monumentation/Record of Survey.
- 9. Plans, Specifications, and Bidding Documents.



NorthStar Engineering Group, Inc.

909 14th Street Modesto, CA 95354 Ph (209) 524-3525 Fax (209) 524-3526

AGREEMENT BETWEEN CLIENT AND CONSULTANT

Project Number 13-1218

This AGREEMENT BETWEEN CLIENT AND CONSULTANT (this "Agreement") is entered into this 14th day of March, 2013 by and between:

Client:

Consultant:

Name: Sumperous Union High xnoot District Name: NorthStar Engineering Group, Inc. Address: 17555 Tudumine Food Address: 909 14th Street

Modesto, CA 95354

Taolumnu, CP 95379 Phone: (209) 925-3498 Fax: (209) 925-1321 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. Upon request and payment of the costs involved, client is entitled to a copy of all papers, documents and drawings provided client's account is paid current.
- 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. Client further acknowledges that consultant has the unrestricted right to use the services provided pursuant to this Agreement as well as all work product provided pursuant to this Agreement.
- 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.
- 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 nonlinal plans, grawings, 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 one-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, construction contractor 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:		Consultant:	NorthStar Engineering Group, Inc
Ву:	Jan Hill	Ву:	Adja
Name/Title:	John H. Keiter Suprantendent	Name/Title:	Kent Hysell, L.S. 6953, Principal
Date Signed:	3/25/13	Date Signed:	March 27, 2013
Project No.:	13-1218	Project No.:	13-1218



March 1, 2013

Mr. John Keiter Superintendent Summerville Union High School District 17555 Tuolume Road Tuolumne, CA 95379

Subject:

Summerville Union High School District Topographic Survey

Dear Mr. Keiter,

NorthStar Engineering Group, Inc. appreciates the opportunity to submit this Proposal for the Summerville Union High School District Topographic Survey. Attached please find a Proposal for this project's Scope of Work.

The main contact for this work will be: Kent Hysell, L.S. 6953, Principal 909 14th Street, Modesto, CA 95354 P: (209) 524-3525, F: (209) 524-3526 khysell@nseng.net

The above office is our only branch and all work will be performed out of this office.

All information provided with this Proposal will be valid for a period of at least six months.

If you have any questions or comments regarding this Proposal, please feel free to contact me.

Sincerely.

Kent Hysell, L.S. 6953, Principal

This Proposal is approved by:

Name and Title

909 14th Street Modesto, CA 95354

P: (209) 524-3525 F: (209) 524-3526

SIGI



PROPOSAL SUMMERVILLE UNIFIED SCHOOL DISTRICT TOPOGRAPHIC SURVEY FOR PORTIONS OF SUMMERVILLE HIGH SCHOOL TUOLUMNE, CA MARCH 1, 2013

TOPOGRAPHIC SURVEYING

1. BOUNDARY SURVEY VERIFICATION

- A. Perform research to locate existing record documents including Parcel Maps, Records of Survey, and Final Maps.
- B. Perform office calculations and a field survey to locate existing monuments of record and boundary corners for the school site.
- C. Perform office calculations to verify the existing monuments found are in conformance with the school boundary.

2. TOPOGRAPHIC SURVEY

- A. Set horizontal and vertical control in the vicinity of the area of the Topographic Surveys. Horizontal and vertical control will be established on a datum Client provides from a control network that has been utilized on prior projects, if available. If an existing control network is not available, horizontal control will be based on the California Coordinate System and vertical control will be based on the North American Vertical Datum of 1988 (NAVD 88).
- B. Perform a Topographic Field Survey to locate all visible surface features located within the area marked "Limit of Work" as shown on the "Site Plan of Summerville High School" diagramming the survey locations included in the Request for Proposal and also including the additional agricultural facility area. The Topographic Survey will include existing walkways and elevations, driveways and access roads, parking lots, paving, striping, existing ground contours, curbs, fencing, existing visible utilities including sewer, storm drain, water, dry utility structures, utility point of connections at streets where visible, lights, trees in areas of new proposed buildings, building corners with finish floor elevations (threshold elevations), retaining walls, fencing, track and field, bleachers, press box, baseball field, and bus barn area. Existing slopes will be shown in areas of ADA path of travel. Existing school plans will be reviewed for additional record utility locations.
- C. Prepare a Topographic Drawing to include all features located during the Topographic Field Survey including contours prepared at 1 foot intervals. Prepare the Topographic Drawing in a CAD 2010 compatible format at a scale as requested by Client.

TOTAL LUMP SUM TASKS 1 AND 2 - \$26,990.00

3. ADDITIONAL SERVICE HOURLY FEES

- PROJECT MANAGER \$125.00/hr.
- LAND SURVEYOR \$115.00/hr.
- 2-MAN SURVEY CREW \$180.00/hr.
- CAD DRAFTER \$85.00/hr.

Proposal Summerville Unified School District Topographic Survey for Portions of Summerville High School March 1, 2013 Page 2 of 2

4. FOLLOW UP TOPOGRAPHIC SURVEY

A. Provide one day of follow up Topographic Survey to confirm additional spot elevations, as requested by Architect. Prepare the additional Topographic Drawing in a CAD 2010 compatible format at a scale as requested by Client.

TOTAL LUMP SUM TASK 4 - \$2,080.00

5. SCHEDULE

A. It is understood that this project is under a tight time frame and the information will be utilized in designing projects to be constructed this year. We will utilize multiple crews and work overtime (if necessary) in order to complete the Topographic Site Surveys within 5 days of the start date. Delivery of the CAD Topography Survey will be 5 working days after the survey is completed. In order to meet this schedule, access to all areas including locked enclosures and buildings within the "Limit of Work" boundaries will need to be provided by the Client.

MARCH 5, 2013 - EXECUTED CONTRACT AND NOTICE TO PROCEED MARCH 18, 2013 - SUBMITTAL OF CAD TOPOGRAPHY SURVEY

NOTE: Inclement weather delays will be coordinated with the Client and schedule adjusted accordingly.

Notes:

- Client shall provide complete set of Record Drawings for each school (if available) prior to field
 mobilization, to ensure that we understand all civil improvements, utilities, and potential points of
 connection.
- Project Architect shall delineate the ADA path of travel prior to field crew mobilization so that the
 appropriate improvements along the path of travel can be surveyed and verified. Path of travel
 revisions after Topographic Survey is complete may require additional mobilizations and are not
 included in this scope and fee.

EXCLUSIONS:

- 1. Agency Permits and Fees.
- 2. Design.
- 3. Potholing of existing utilities.
- 4. Utility Locating Service for non-visible underground utilities.
- 5. Title Reports and supplemental documentation to be provided by Client or School District.
- 6. Services required for the preparation of legal descriptions or other Surveying or Engineering services not specified in this Scope of Work.
- 7. Construction Staking.
- 8. Monumentation/Record of Survey.
- 9. Plans, Specifications, and Bidding Documents.

