

NST ENGINEERING

1495 Riverside Drive • Susanville, CA 96130 (530) 257-5173 • FAX (530) 257-6272

Brian Morrish, R.C.E. Jeffery A. Morrish, R.C.E. Vernon H. Templeton, R.L.S.

June 4, 2025

Susan Doran Indian Valley Community Services District 127 Crescent Street, #1 Greenville, CA 95947

Re: Public Safety Center

19646 Highway 89 Greenville, CA

Susan,

I have attached our agreement and cost estimate for Engineering Services as discussed for your review and approval. The estimate includes Materials Testing, Construction Supervision, QSP Inspections (as required by SWPPP), and Construction Staking. NST Engineering, Inc was purchased in March 2024, therefore, I thought it was wise to have a separate contract for this phase of construction. NST Engineering will continue to complete the Engineering work and contract until the Public Safety Center is complete and ready for construction.

If you have any questions, please call.

Sincerely,

Jeff Morrish



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INDIAN VALLEY COMMUNITY SERVICES DISTRICT PUBLIC SAFETY CENTER 19646 HIGHWAY 89 GREENVILLE, CA

Construction Phase	
Quality Control (materials testing for soils, concrete, AC paving)	
Phase #1 (\$120 / hr)	\$ 6,000 - 7,000
Phase #2	\$ 8,000 - 10,000
Construction Supervision	\$ 120 / hr
(Interpret plans, review change orders, and review RFI's)	
QSP Inspection (as required)	\$ 120 / hr
Construction Staking (as requested)	\$ 300 / hr
Not to Exceed	\$ 50,000

STANDARD FORM OF CONTRACT BETWEEN CLIENT AND CONSULTANT FOR ENGINEERING AND/OR SURVEYING SERVICES

IIS CONTRACT	, between <u>INDIAN VAL</u> 127 CRESCENT ST., #			RICT	(contact)	SUSAN DORAN	
none)	121 CRESCENT \$1., #	(work)		email)			
einafter called	"Client" and NST ENGI	NEERING, here	inafter called "Consul	tant", is	as follows:		
A. :	The client intends to	CONSTRUCT	NEW INDIAN VALLE	Y PUBLI	IC SAFETY	CENTER	
	hereinafter called "Project"; the property on which the Project is located is described as: 19646 HIGHWAY 89 GREENVILLE, CA APN: 110-330-007 PLUMAS COUNTY						
	the current Owner of Record, if different than the Client is:(Owner's authorization is required)						
B	Consultant agrees to perform the following services: (check general category (s): Civil Engineering (X), Testing-Inspection () Surveying (X), Land Division (Building Design (X), Planning (), Environmental (), Other () described as						
	SEE ATTAC	CHED COST ES	TIMATE				
			e and materials based described as:				
	Extra Work shall be bill	ed as follows:	ENGINEERING - \$	180/HR	R DRAFT	ING - \$ 100/HR	
D.	Other:						
E.	This contract may be terminated by either party with 24 hours notice, by either telephone, personal conversation or fax.						
F.	Additional Standard Provisions of Contract, Items 1 through 14 on the reverse side are incorporated hereinto and made part of this Contract.						
The un	dersigned have accepte	ed, made, and e	xecuted this Contract.				
CONSU	JLTANT:		C	CLIENT:			
ву: (Jeffery A. Morrish	0	²	3Y:	<u> </u>		
TITLE:	Civil Engineer	<u>aranta aranta</u> k	٦	TITLE:			
DATE:	4/4/28		Г	DATE:			

THE CLIENT AND CONSULTANT AGREE THAT THE FOLLOWING STANDARD PROVISIONS SHALL BE A PART OF THIS CONTRACT:

- 1. No conditions or representations altering nor adding to the terms hereof shall be valid unless evidenced in writing by either party to this contract and accepted in writing by the other.
- 2. The Consultant is not responsible for delay, nor shall Consultant be responsible for damages or be in default by reason of strikes, accidents, or acts of God, the failure of Client to furnish timely information or to approve or disapprove Consultant's work promptly, or delay or faulty performance by Client, other Contractors, or governmental agencies, or any other delays beyond Consultant's reasonable control.
- 3. Consultant shall not be liable for damages resulting from the actions or inactions of governmental agencies including, but not limited to permit processing, environmental studies, general or specific plans, zoning matters, annexations, use permits, or conditional approvals; Consultant shall only act as an adviser in all governmental relations.
- 4. In the event that the plans, specifications, and/or work covered by this contract are those required by various governmental agencies and in the event that due to change of policy of said agencies after the date of this contract additional work is required, the said additional work shall be paid for by Client as extra work.
- 5. All papers and documents produced as a result of this contract, except those required to be filed with public agencies, shall remain the property of the Consultant.
- 6. Services provided are for the exclusive use of the Client for this project only.
- 7. The Consultant makes no representation concerning the estimated quantities and costs made in connection with maps, plans, specifications, or drawings other than that all such figures are estimates only; the Consultant shall not be responsible for fluctuations in cost factors.
- 8. Consultant makes no warranty, either expressed or implied, as to his findings, recommendations, specifications, or professional advice except that the work was performed pursuant to generally accepted standards of practice in effect at the time of performance.
- 9. Client agrees that Consultant will not perform on-site construction review for this project unless specifically provided for in this contract, that such services will be performed by others, and that the Client will defend, indemnify, and hold Consultant harmless for any and all liability arising or resulting from the performance of construction review by other persons.
- 10. The Client agrees that in accordance with generally accepted construction practices, the construction contractor will be required to assume sole and complete responsibility for the 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 the Client further agrees to defend, indemnify and hold the Consultant harmless from any and all liability in connection with the performance of work on this project, excepting liability arising from the sole negligence of the Consultant.
- 11. The Client agrees to limit the Consultant's liability to the Client and to all contractors and subcontractors on the project, due to professional negligent acts, errors or omissions of the Consultant, to the Consultant's fee.
- 12. A late payment FINANCE CHARGES will be computed at the periodic rate of 1.5% per month, (ANNUAL PERCENTAGE RATE OF 18%), and will be applied to any unpaid balance commencing 30 days after the date of the original invoice.
- 13. In the event Client fails to pay Consultant within thirty (30) days after invoices are rendered, the duties, obligations and responsibilities of the Consultant under this Contract are terminated until such time as payment is made in full.
- 14. If any legal action or proceeding arising out of or relating to this Contract is brought by either party to this Contract, the prevailing party will be entitled to receive from the other party, in addition to any other relief that may be granted, the reasonable ATTORNEYS' FEES, costs, and expenses incurred in the action or proceeding by the prevailing party.