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# Parks, Recreation & Open Space Commission (PROS)

Call by the PROS Chairperson and Final Agenda

For Special Meeting of the PROS Commission

I, Stephen Kniffen Chairperson of the PROS Commission hereby call a Special Meeting of the Parks, Recreation and Open Space Commission pursuant to California Government Code Section 54956. The Special Meeting will be held: **Tuesday, March 10, 2015 – 10:00 AM, 1000 Main Street, Cambria, CA 93428. The purpose of the special meeting is to discuss or transact the following business:**

## AGENDA SPECIAL MEETING OF THE PROS COMMISSION TUESDAY, MARCH 10, 2015, 10:00 AM 1000 Main ST. Cambria, CA

### 1. OPENING

- A. CALL TO ORDER
- B. ESTABLISH QUORUM

2. **PUBLIC COMMENT:** Members of the public wishing to address the PROS Commission on any item described in this Notice may do so when recognized by the Chairperson. Public comment on this agenda will be limited to 3 minutes per person.

### 3. SPECIAL MEETING BUSINESS

- A. Consideration of a Proposal for Civil Engineering Services and Approve Entering Into a Professional Services Agreement with Civil Design Studio In An amount Not to Exceed \$10,600

### 4. ADJOURN

Notice of this special meeting shall be delivered to each member of the PROS Commission and to each local newspaper of general circulation and radio or television station who have requested such notice. Notice must be received at least twenty-four (24) hours before the time set for the special meeting.

**Monday, March 9, 2015**

March 6, 2015  
Job Number: 14-066

Carlos Mendoza  
Cambria Community Services District  
1316 Tamsen Dr. Suite 201  
Cambria, Ca 93428

Subject: Proposal for Civil Engineering  
Cambria CSD  
Fiscalini Ranch Preserve  
Cambria, CA 93428

Dear Carlos,

Thank you for requesting this proposal from Civil Design Studio, Inc. to provide civil engineering services for the project located at Fiscalini Ranch Preserve in Cambria. Pursuant to your request we have prepared this proposal outlining services and associated fees. We are excited about the opportunity to work with you on this project.

Please find enclosed in this proposal the following:

- Section 1: Proposal and Agreement for Civil Engineering Services
- Section 2: Project Fee Summary
- Section 3: Project Scope
- Section 4: Additional Services
- Section 5: Term and Conditions

If you have questions regarding the scope, fees or any other items included in this proposal, please call.

Sincerely,

Civil Design Studio, Inc.



**Robert D. Winslow, PE 70825**  
Principal Engineer



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**SECTION 2: PROJECT FEE SUMMARY**

Code	Scope of Service	Fee Type	Hourly or Estimated Fee	Fixed Fee
<b>Planning and Management</b>				
100	Project Management	X		
110	Planning Services	X		
120	Site Investigation Report	X		
130	Design Development	X		
140	Tentative Map / Development Plan	X		
220	Demolition Plan	X		
<b>Pre-Construction Documents</b>				
200	Topographic Survey	TM	\$2,000	
	1 Aerial Topographic Survey	F		\$6,500
	2 ALTA Survey	X		
210	Corner record	X		
	1 Record of Survey	X		
	2 Final Map	X		
	3 Construction Staking	X		
	4 Condo Mapping	X		
220	Miscellaneous Survey	F		\$2,100
<b>Construction Documents</b>				
300	Miscellaneous Engineering Services	X		
310	Preliminary Grading / Drainage Plan	X		
320	Preliminary Utility Plan	X		
330	Onsite Improvement Plans	X		
	1 Grading / Drainage Plan	X		
	2 Retaining Wall Plan	X		
	3 Horizontal Control Plan	X		
340	Onsite Utility Plans	X		
	1 Composite Utility Plan	X		
	2 Onsite Storm Drain Plan	X		
	3 Septic System Design	X		
	4 Fire Supply Design	X		
350	Public Improvement Plans	X		
	1 Street Improvement Plans	X		
	2 Striping and Signage Plans	X		
	3 Traffic Control Plans	X		
360	Public Utility Plans	X		
	1 Public Water Line Plan	X		
	2 Public Sewer Plan	X		
	3 Public Storm Drain Plan	X		
370	Engineers Cost Estimate(s)	X		
380	Hydrology / Hydraulic Analysis	X		
	1 Preliminary Analysis	X		

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Code	Scope of Service	Fee Type	Hourly or Estimated Fee	Fixed Fee
	2 Hydrology and Hydraulics Report	X		
390	Record Drawings	X		
<b>Environmental Permitting</b>				
400	NPDES and Dust Control Documents	X		
	1 SWPPP Booklet	X		
	2 Water Pollution / Erosion Control Drawings	X		
	3 Dust Control Plans	X		
	4 Site Inspections / WPCM	X		
	5 Rain Event Action Plan	X		
	6 Annual Report	X		
	7 Water Quality Testing	X		
	8 Stormwater Management Plans / Details	X		
410	Environmental Permit Assistance	X		
	1 404 - Army Corp	X		
	2 401 - Dept of Fish and Game	X		
<b>Construction and Other Services</b>				
500	Construction Inspection	X		
	1 Bidding Assistance	X		
510	Construction Administration	X		
520	Engineers Certification / Letter	X		
530	Expert Witness / Court or Deposition	X		
<b>Sub-Totals</b>			<b>\$2,000</b>	<b>\$8,600</b>
<b>Total Engineering Services</b>			<b>\$10,600</b>	
<b>Initial Payment Required to Commence Work</b>			<b>\$1,720</b>	

Legend: X = Not in Contract Scope TM = Time and Materials (Not to Exceed) F = Fixed Fee  
E=Estimated Fee ✓= Included above

Additional services per Section 4 of this agreement will be provided per the following rate schedule:

Principal	\$ 125.00
Expert Witness/Depositions	\$ 275.00
Construction Inspection	\$ 95.00
Project Engineer	\$ 90.00
File Clerk/Errand Runner	\$ 35.00



**SECTION 3: PROJECT SCOPE**

The following scope assumptions and clarifications identify the services Civil Design Studio, Inc. will perform in conjunction with this project. If you feel any of the steps are unwarranted or our assumptions are inaccurate, please do not hesitate to request further clarification or revision to the proposal and agreement.

<b>CODE 200 – Topographic Survey</b>	
Assumptions	<ul style="list-style-type: none"> <li>▪ Utility information may be required, which will not be captured on the aerial survey.</li> <li>▪ Tie-in topographic information may be required with a higher level of accuracy than the aerial survey will provide (for example, the bridge, or roadway into the project).</li> <li>▪ We anticipate minimal work under this code, therefore, it will be billed Time and Material.</li> </ul>
Work Included in Scope	<ul style="list-style-type: none"> <li>▪ Field survey existing lot and prepare map showing:               <ul style="list-style-type: none"> <li>○ Existing surface features including hardscape</li> <li>○ Existing utility surface features (meter boxes, cleanouts, power poles, etc.)</li> </ul> </li> <li>▪ Gather and review available existing utility and storm drain records / plans</li> <li>▪ Plot existing utilities and storm drain facilities (if applicable)</li> </ul>
Items and Services to be Provided	<ul style="list-style-type: none"> <li>▪ Existing utility atlases, as-builds or record drawings (if available)</li> </ul>
Items not included in scope	<ul style="list-style-type: none"> <li>▪ ALTA, boundary or record of survey</li> </ul>
Estimated Services or Products	<ul style="list-style-type: none"> <li>▪ 1 Sheet Topographic Map @ Scale: 1"=20'</li> </ul>

<b>CODE 201 – Aerial Survey</b>	
Assumptions	<ul style="list-style-type: none"> <li>▪ Aerial map area is based on the preliminary exhibits provided by CDS which encompass the proposed project.</li> </ul>
Work Included in Scope	<ul style="list-style-type: none"> <li>▪ Aerial survey existing lot and prepare map showing:               <ul style="list-style-type: none"> <li>○ Existing surface features including hardscape</li> <li>○ Existing trees and sizes</li> <li>○ Existing utility surface features (meter boxes, cleanouts, power poles, etc.)</li> <li>○ 1 foot interval contours</li> </ul> </li> <li>▪ Gather and review available existing utility and storm drain records / plans</li> <li>▪ Plot existing utilities and storm drain facilities (if applicable)</li> </ul>
Items and Services to be Provided	<ul style="list-style-type: none"> <li>▪ Existing utility atlases, as-builds or record drawings (if available)</li> </ul>
Items not included in scope	<ul style="list-style-type: none"> <li>▪ ALTA</li> <li>▪ Subsurface utility verification</li> </ul>
Estimated Services or Products	<ul style="list-style-type: none"> <li>▪ 1 Sheet Topographic Map @ Scale: 1"=20'</li> </ul>

<b>CODE 220 – Miscellaneous Survey</b>	
Assumptions	<ul style="list-style-type: none"><li>▪ The project will require obtaining an accurate record boundary to perform the work required.</li></ul>
Work Included in Scope	<ul style="list-style-type: none"><li>▪ Constructing boundary based on record information.</li><li>▪ Tie in boundary to aerial survey.</li></ul>
Items and Services to be Provided to Civil Design Studio	<ul style="list-style-type: none"><li>▪ Title Report</li><li>▪ Agreements and legal documents relating to dedications as prepared by project attorney (if needed)</li></ul>
Items not included in scope	<ul style="list-style-type: none"><li>▪ Legal Services</li><li>▪ Physical or Topographic Survey of Dedication Limits</li><li>▪ ALTA</li></ul>
Estimated Products	<ul style="list-style-type: none"><li>▪ 1 Sheet Topographic Map @ Scale: 1" = 20'</li></ul>





**SECTION 4: ADDITIONAL SERVICES**

Examples of Additional Services include, but or not limited to:

- Duplication of Efforts: Revisions to our plans, details or calculations due to Architectural changes.
- Additional Scope: Perform work outside of the original services such as revisions required by additional site plan or building elements not in original documents specified in Section 3. Construction Observations, if required or requested that are in excess of those included in Section 3.
- Unforeseen Conditions: Unanticipated site conditions requiring changes to the civil design or conflicts with existing facilities.
- Construction Support: Assistance provided during the construction phase such as all meetings, site visits, or correspondence via telephone, fax or email. Additional examples of assistance include, but not are limited to, evaluation of alternate product or systems, review of testing data and required submittals, shop drawings, contractor requests for substitution, etc. Visits will be billed as Additional Services including travel time to/from with a 3 hr. minimum.
- Code Upgrades: Revisions required due to a code changes that occur during the course of the project.

These services will be performed at the Owner's request and on a monthly cycle at the current hourly as shown in Section 2.

**SECTION 5: TERMS AND CONDITIONS**

**INSURANCE:** Consultant carries both professional and general liability insurance. Certificates will be issued upon request.

**EXPIRATION:** This proposal is valid for 60 days from the above date.

**ADDITIONAL CLIENT EXPENSES:** Will be charged at 1.1 times the actual cost, may include title report fees, UPS charges, film processing microfilm charges and other reasonable and customary charges and fees necessary to accomplish this work.

**TRAVEL & EXPENSES:** Reasonable and customary business expenses, such as telephone, copy charges, delivery costs, mileage, airfare, taxicabs, auto rentals, meals and lodging will be included on invoices.

**BILLING:** You will be billed monthly, with payment being due and payable upon your receipt of our billing invoice. An initial payment (as indicated in Section 2) is required to initiate work. The initial payment is not a retainer and will be credited against the project billing. If an invoice remains unpaid sixty (60) days after the date of the invoice, you agree that Civil Design Studio, Inc. has the right to discontinue services. Furthermore, Civil Design Studio, Inc. may require a new initial payment before resuming services.

**CIVIL ENGINEERING SERVICES:** The Consultant provides only civil engineering design services. Any non-civil issue (including but not limited to structural engineering, architecture, landscape architecture, etc.) shall need to be addressed by another consultant qualified in the respective field. The work of others is not reviewed, approved or coordinated by the Consultant. The Client acknowledges that issues arising from the work of others (including but not limited to leaks, mold etc.) are non-civil and not the result of services provided by the Consultant. The Client further acknowledges all such non-civil issues are not cause for legal action against the Consultant and agrees to indemnify the Consultant against any lawsuit arising from such allegations.

**STANDARD OF CARE:** In rendering these services, the Consultant shall apply the skill and care ordinarily exercised by civil engineers at the time and place the services are rendered.

**SUPPORTING DOCUMENTATION:** The Client shall provide all the supporting information and documentation (e.g. geotechnical investigations, title reports, environmental reports, etc.) necessary for performance of the Consultant's services.

**DOCUMENT OWNERSHIP:** All documents including, but not limited to calculations, computer files, drawings, specifications, and reports prepared by the Consultant pursuant to this Agreement are instruments of professional service intended for the one-time use in construction of this Project. Said documents are and shall remain the property of the Consultant. Any reuse without prior written approval from the Consultant is prohibited. Any future reuse of documents, if approved by the Consultant, may be subject to additional fees.

**SUCCESSOR AND ASSIGNS:** The Consultant and Client agree that the services performed by the Consultant pursuant to this Agreement are solely for the benefit of the Client and are not intended by either the Consultant or the Client to benefit any other person or entity. To the extent that any other person or entity, including but not limited to the Contractor and/or any of its Subcontractors and other Design Professionals, is benefited by the services performed by the Consultant pursuant to this Agreement, such benefit is purely incidental and such other person or entity shall not be deemed a third party beneficiary to this Agreement.

Neither the Client nor the Consultant shall assign, sublet or transfer any rights under or interest in (including but without

limitations, monies that may be due or monies that are due) this Agreement, without the written consent of the other, except as stated in the paragraph above, and except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent the Consultant from employing such independent consultants, associates and subcontractors as he or she may deem appropriate to assist in the performance of services hereunder.

**MEANS & METHODS OF CONSTRUCTION:** The Consultant will not supervise, direct, or have control over the Contractor's work. The Consultant shall not be responsible for the Contractor's means, methods, procedures, techniques, or sequences of construction, nor for safety programs or procedures employed by the Contractor on the job site. The Consultant shall not be responsible for the Contractor's failure to carry out work in accordance with the Contract Documents. Review of submittals by the Consultant shall be for general conformance with the information given and design concept expressed in the Contract Documents, and shall not be considered certification of submittals accuracy.

**INDEMNIFICATION:** The Client shall indemnify and hold harmless the Consultant and its personnel, from and against all claims, damages, losses and expenses due to negligent acts, errors or omissions arising out of or resulting from the performance of others.

**FORCE MAJEURE.** If the performance of the Agreement, or of any obligation hereunder is prevented, restricted or interfered with by reason of fires, equipment breakdown, labor disputes, government ordinances or requirements, civil or military authorities, acts of God or the public enemy, acts or omissions of carriers, or other causes beyond the reasonable control of the party whose performance is affected, then the party affected, upon giving prompt notice to the other party, shall be excused from such performance on a day-for-day basis to the extent of such prevention, restriction, or interference (and the other party shall likewise be excused from performance of its obligations on the day-for-day basis to the extent such party's obligations relate to the performance so prevented, restricted or interfered with); provided that the party so affected shall use its best efforts to avoid or remove such causes.

**LIMITATION OF LIABILITY:** In no event will Engineer be liable for consequential damages, including lost profits, loss of investment, or other incidental damages incurred from Owner's investment based on the Scope of Work to be performed by Engineer under this Agreement. The Consultant's total liability for work performed shall never exceed the amount paid by the Owner for services performed under this Agreement, which includes any liability for any design defects pursuant to Civil Code § 2782.5.

**MEDIATION / DISPUTE RESOLUTION:** Owner and Engineer agree to mediate any dispute arising under this contract. In the event of any dispute, the parties, within thirty (30) days of a written request for mediation, shall attend, in good faith, a mediation in order to make a good faith reasonable effort to resolve any dispute arising under this contract.

**TERMINATION:** This agreement may be terminated upon 30 days written notice by either party, with or without cause. In the event of termination, the Client shall pay the Consultant for all services rendered to the date of termination, all reimbursable expenses, and reasonable termination expenses.