

## **AGREEMENT FOR CONSULTANT SERVICES**

This AGREEMENT FOR CONSULTANT SERVICES (“Agreement”) is made and effective as of December 14, 2023 between **CIVIL DESIGN STUDIO** (“Consultant”), and the **CAMBRIA COMMUNITY SERVICES DISTRICT**, a political corporation of the State of California (“District”). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. **TERM**

This Agreement shall commence on December 14, 2023 and shall remain and continue in effect until all consulting services described in the Proposal have been performed, unless sooner terminated in accordance with the provisions of this Agreement.

2. **SERVICES**

Consultant shall perform the tasks described and comply with all terms and provisions set forth in Consultant’s proposal for a Cambria Emergency Access Feasibility Study, dated November 9, 2023 (the “Proposal”), attached hereto as Exhibit “A” and incorporated herein by this reference.

3. **PERFORMANCE**

Consultant shall at all times faithfully, competently and to the best of his/her ability, experience and talent, perform all tasks described herein. Consultant shall employ, at a minimum generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Consultant hereunder in meeting its obligations under this Agreement.

4. **AGREEMENT ADMINISTRATION**

District’s General Manager shall represent District in all matters pertaining to the administration of this Agreement. Monte Soto shall represent Consultant in all matters pertaining to the administration of this Agreement.

5. **PAYMENT**

The District agrees to pay the Consultant in accordance with the payment rates and terms set forth in Exhibit A.

6. **SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE**

(a) The District may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the Consultant at least ten (10) days prior written notice. Upon receipt of said notice, the Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the District suspends or

terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.

(b) In the event this Agreement is terminated pursuant to this Section, the District shall pay to Consultant the actual value of the work performed up to the time of termination, provided that the work performed is of value to the District. Upon termination of the Agreement pursuant to this Section, the Consultant will submit an invoice to the District pursuant to Section 5.

7. **TERMINATION ON OCCURRENCE OF STATED EVENTS**

This Agreement shall terminate automatically on the occurrence of any of the following events:

- (a) Bankruptcy or insolvency of any party;
- (b) Sale of Consultant's business;
- (c) Assignment of this Agreement by Consultant without the consent of District; or
- (d) End of the Agreement term specified in Section 1.

8. **DEFAULT OF CONSULTANT**

(a) The Consultant's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Consultant is in default for cause under the terms of this Agreement, District shall have no obligation or duty to continue compensating Consultant for any work performed after the date of default and can terminate this Agreement immediately by written notice to the Consultant. If such failure by the Consultant to make progress in the performance of work hereunder arises out of causes beyond the Consultant's control, and without fault or negligence of the Consultant, it shall not be considered a default.

(b) If the District Manager or his/her delegate determines that the Consultant is in default in the performance of any of the terms or conditions of this Agreement, he/she shall cause to be served upon the Consultant a written notice of the default. The Consultant shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the Consultant fails to cure its default within such period of time, the District shall have the right, notwithstanding any other provision of this Agreement to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

9. **LAWS TO BE OBSERVED.** Consultant shall:

(a) Procure all permits and licenses, pay all charges and fees, and give all notices which may be necessary and incidental to the due and lawful prosecution of the services to be performed by Consultant under this Agreement;

(b) Keep itself fully informed of all existing and proposed federal, state and local laws, ordinances, regulations, orders, and decrees which may affect those engaged or employed under this Agreement, any materials used in Consultant's performance under this Agreement, or the conduct of the services under this Agreement;

(c) At all times observe and comply with, and cause all of its employees to observe and comply with all of said laws, ordinances, regulations, orders, and decrees mentioned above;

(d) Immediately report to the District's General Manager in writing any discrepancy or inconsistency it discovers in said laws, ordinances, regulations, orders, and decrees mentioned above in relation to any plans, drawings, specifications, or provisions of this Agreement; and

(e) The District, and its officers, agents and employees, shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this Section.

10. **OWNERSHIP OF DOCUMENTS**

(a) Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by District that relate to the performance of services under this Agreement. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of District or its designees at reasonable times to such books and records; shall give District the right to examine and audit said books and records; shall permit District to make transcripts therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

(b) Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the District and may be used, reused, or otherwise disposed of by the District without the permission of the Consultant. With respect to computer files, Consultant shall make available to the District, at the Consultant's office and upon reasonable written request by the District, the necessary computer software and hardware for purposes of accessing, compiling, transferring, and printing computer files.

11. **INDEMNIFICATION**

(a) Indemnification for Professional Liability. When the law establishes a professional standard of care for Consultant's Services, to the fullest extent permitted by law, Consultant shall

indemnify, protect, defend and hold harmless District and any and all of its officials, employees and agents (“Indemnified Parties”) from and against any and all losses, liabilities, damages, costs and expenses, including attorney’s fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of Consultant, its officers, agents, employees or subcontractors (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of professional services under this agreement.

(b) Indemnification for Other Than Professional Liability. Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, defend and hold harmless District, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees or subcontractors of Consultant.

(c) General Indemnification Provisions. Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this section from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this agreement. In the event Consultant fails to obtain such indemnity obligations from others as required here, Consultant agrees to be fully responsible according to the terms of this section. Failure of District to monitor compliance with these requirements imposes no additional obligations on District and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend District as set forth here is binding on the successors, assigns or heirs of Consultant and shall survive the termination of this agreement or this section.

(d) Indemnification for Design Professional Services. Notwithstanding anything herein to the contrary, to the fullest extent permitted by law for all design professional services arising under this Agreement, Consultant shall indemnify, protect, defend and hold harmless District and any and all of its officials, employees and agents (“Indemnified Parties”) from and against any and all losses, liabilities, damages, costs and expenses, including attorney’s fees and costs which arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant

12. **INSURANCE**

Consultant shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in Exhibit “B,” attached hereto and incorporated herein as though set forth in full.

13. **INDEPENDENT CONSULTANT**

(a) Consultant is and shall at all times remain as to the District a wholly independent Consultant. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither District nor any of its officers, employees, or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the District. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatever against District, or bind District in any manner.

(b) No employee benefits shall be available to Consultant in connection with performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, District shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for District. District shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder.

14. **UNDUE INFLUENCE**

Consultant declares and warrants that no undue influence or pressure was or is used against or in concert with any officer or employee of the Cambria Community Services District in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the Cambria Community Services District will receive compensation, directly or indirectly, from Consultant, or from any officer, employee or agent of Consultant, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling the District to any and all remedies at law or in equity.

15. **NO BENEFIT TO ARISE TO LOCAL EMPLOYEES**

No member, officer, or employee of District, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the project during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with the project performed under this Agreement.

16. **RELEASE OF INFORMATION/CONFLICTS OF INTEREST**

(a) All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without District's prior written authorization. Consultant, its officers, employees, agents, or subcontractors, shall not without written authorization from the District Manager or unless requested by the District Counsel, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property located within the District. Response to a subpoena or court

order shall not be considered “voluntary” provided Consultant gives District notice of such court order or subpoena.

(b) Consultant shall promptly notify District should Consultant, its officers, employees, agents, or subContractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request, court order, or subpoena from any person or party regarding this Agreement and the work performed thereunder or with respect to any project or property located within the District. District retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing, or similar proceeding. Consultant agrees to cooperate fully with District and to provide the opportunity to review any response to discovery requests provided by Consultant. However, District’s right to review any such response does not imply or mean the right by District to control, direct, or rewrite said response.

17. **NOTICES**

Any notice which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

To District: Matthew Mcelhenie, General Manager  
Cambria Community Services District  
PO Box 65  
Cambria, CA 93428

Copy to: Timothy J. Carmel  
Carmel & Naccasha, LLP  
694 Santa Rosa St  
San Luis Obispo, CA 93401

To Consultant: Civil Design Studio  
2450 Main Street  
Cambria, CA 93428

18. **ASSIGNMENT**

The Consultant shall not assign the performance of this Agreement, nor any part thereof, without the prior written consent of the District.

19. **GOVERNING LAW**

The District and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the superior or federal district court with jurisdiction over the Cambria Community Services District.

20. **ENTIRE AGREEMENT**

This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

21. **TIME**

District and Consultant agree that time is of the essence in this Agreement.

22. **CONTENTS OF PROPOSAL**

Consultant is bound by the contents of the Proposal submitted by the Consultant, Exhibit A, attached hereto and previously incorporated herein. It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this Agreement and the Proposal then this Agreement shall prevail. Nothing herein shall be considered as an acceptance of the terms contained in Section 5 of the Proposal, including, but not limited to, provisions in the Proposal relating to Document Ownership, Indemnification and Limitation of Liability, which shall not be applicable to this Agreement.

23. **CONSTRUCTION**

The parties agree that each has had an opportunity to have their counsel review this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendments or exhibits thereto. The captions of the sections are for convenience and reference only, and are not intended to be construed to define or limit the provisions to which they relate.

24. **AMENDMENTS**

Amendments to this Agreement shall be in writing and shall be made only with the mutual written consent of all of the parties to this Agreement.

25. **AUTHORITY TO EXECUTE THIS AGREEMENT**

The person or persons executing this Agreement on behalf of Consultant warrants and represents that he/she has the authority to execute this Agreement on behalf of the Consultant and has the authority to bind Consultant to the performance of its obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

**CAMBRIA COMMUNITY SERVICES DISTRICT**

**CIVIL DESIGN STUDIO**

DocuSigned by:  
By: Matthew McElhenie  
03DA2D7CA89B440...  
Matthew McElhenie, General Manager

DocuSigned by:  
By: Monte Soto  
E735DBA2DAD14CB...  
Monte Soto

ATTEST:

DISTRICT  
DocuSigned by:  
Haley Dodson  
27CDBD8EE42E4C4...  
Haley Dodson, Confidential Administrative Assistant

Approved As To Form:

DocuSigned by:  
Timothy Carmel  
B64D40A50AA141E...  
Timothy J. Carmel, District Counsel



EXHIBIT A  
CONSULTANT'S PROPOSAL

EXHIBIT B

INSURANCE REQUIREMENTS

*Prior to the beginning of and throughout the duration of the Work, Consultant will maintain insurance in conformance with the requirements set forth below. Consultant will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth here, Consultant agrees to amend, supplement or endorse the existing coverage to do so. Consultant acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to District in excess of the limits and coverage required in this agreement and which is applicable to a given loss, will be available to District.*

*Consultant shall provide the following types and amounts of insurance:*

Commercial General Liability Insurance using Insurance Services Office “Commercial General Liability” policy from CG 00 01 or the equivalent. Defense costs must be paid in addition to limits. There shall be no cross liability exclusion for claims or suits by one insured against another. Limits are subject to review but in no event less than \$1,000,000 per occurrence.

Business Auto Coverage on ISO Business Auto Coverage from CA 00 01 including symbol 1 (Any Auto) or the equivalent. Limits are subject to review, but in no event to be less than \$1,000,000 per accident. If Consultant owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If Consultant or Consultant’s employees will use personal autos in any way on this project, Consultant shall provide evidence of personal auto liability coverage for each such person.

Workers Compensation on a state-approved policy form providing statutory benefits as required by law with employer’s liability limits no less than \$1,000,000 per accident or disease.

Professional Liability or Errors and Omissions Insurance as appropriate shall be written on a policy form coverage specifically designated to protect against acts, errors or omissions of the Consultant and “Covered Professional Services” as designated in the policy must specifically include work performed under this agreement. The policy limit shall be no less than \$1,000,000 per claim and in the aggregate. The policy must “pay on behalf of” the insured and must include a provision establishing the insurer’s duty to defend the insured. The policy retroactive date shall be on or before the effective date of this agreement.

*Insurance procured pursuant to these requirements shall be written by insurer that are admitted carriers in the state California and with an A.M. Bests rating of A- or better and a minimum financial size VII.*

General conditions pertaining to provision of insurance coverage by Consultant. Consultant and District agree to the following with respect to insurance provided by Consultant:

1. Consultant agrees to have its insurer endorse the third party general liability coverage required herein to include as additional insureds District, its officials employees and agents, using standard ISO endorsement No. CG 2010 with an edition prior to 1992 or current equivalent. Consultant also agrees to require all consultants, and subcontractors to do likewise.

2. No liability insurance coverage provided to comply with this Agreement shall prohibit Consultant, or Consultant's employees, or agents, from waiving the right of subrogation prior to a loss. Consultant agrees to waive subrogation rights against District regardless of the applicability of any insurance proceeds, and to require all Consultants and subcontractors to do likewise.

3. All insurance coverage and limits provided by Consultant and available or applicable to this agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to the District or its operations limits the application of such insurance coverage.

4. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to District and approved of in writing.

5. No liability policy shall contain any provision or definition that would serve to eliminate so-called "third party action over" claims, including any exclusion for bodily injury to an employee of the insured or of any Consultant or subcontractor.

6. All coverage types and limits required are subject to approval, modification and additional requirements by the District, as the need arises. Consultant shall not make any reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discovery period) that may affect District's protection without District's prior written consent.

7. Proof of compliance with these insurance requirements, consisting of certificates of insurance evidencing all of the coverages required and an additional insured endorsement to Consultant's general liability policy, shall be delivered to District at or prior to the execution of this Agreement. In the event such proof of any insurance is not delivered as required, or in the event such insurance is canceled at any time and no replacement coverage is provided, District has the right, but not the duty, to obtain any insurance it deems necessary to protect its interests under this or any other agreement and to pay the premium. Any premium so paid by District shall be charged to and promptly paid by Consultant or deducted from sums due Consultant, at District option.

8. Certificate(s) are to reflect that the insurer will provide 30 days notice to District of any cancellation of coverage. Consultant agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, or that any party will "endeavor" (as opposed to being required) to comply with the requirements of the certificate.

9. It is acknowledged by the parties of this agreement that all insurance coverage required to be provided by Consultant or any subcontractor, is intended to apply first and on a primary, noncontributing basis in relation to any other insurance or self insurance available to District.

10. Consultant agrees to ensure that subcontractors, and any other party involved with the project that is brought onto or involved in the project by Consultant, provide the same minimum insurance coverage required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with subcontractors and others engaged in the project will be submitted to District for review.

11. Consultant agrees not to self-insure or to use any self-insured retentions or deductibles on any portion of the insurance required herein and further agrees that it will not allow any Consultant, subcontractor, Architect, Engineer or other entity or person in any way involved in the performance of work on the project contemplated by this agreement to self-insure its obligations to District. If Consultant's existing coverage includes a deductible or self-insured retention, the deductible or self-insured retention must be declared to the District. At the time the District shall review options with the Consultant, which may include reduction or elimination of the deductible or self-insured retention, substitution of other coverage, or other solutions.

12. The District reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the District will negotiate additional compensation proportional to the increase benefit to District.

13. For purposes of applying insurance coverage only, this Agreement will be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards performance of this Agreement.

14. Consultant acknowledges and agrees that any actual or alleged failure on the part of District to inform Consultant of non-compliance with any insurance requirements in no way imposes any additional obligations on District nor does it waive any rights hereunder in this or any other regard.

15. Consultant will renew the required coverage annually as long as District, or its employees or agents face an exposure from operations of any type pursuant to this agreement. This obligation applies whether or not the agreement is canceled or terminated for any reason. Termination of this obligation is not effective until District executes a written statement to that effect.

16. Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Proof that such coverage has been ordered shall be submitted prior to

expiration. A coverage binder or letter from Consultant's insurance agent to this effect is acceptable. A certificate of insurance and/or additional insured endorsement as required in these specifications applicable to the renewing or new coverage must be provided to District within five days of the expiration of the coverages.

17. The provisions of any workers' compensation or similar act will not limit the obligations of Consultant under this agreement. Consultant expressly agrees not to use any statutory immunity defenses under such laws with respect to District, its employees, officials and agents.

18. Requirements of specific coverage features or limits contained in this section are not intended as limitations on coverage, limits or other requirements nor as a waiver of any coverage normally provided by any given policy. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue, and is not intended by any party or insured to be limiting or all-inclusive.

19. These insurance requirements are intended to be separate and distinct from any other provision in this Agreement and are intended by the parties here to be interpreted as such.

20. The requirements in this Section supersede all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impairs the provisions of this Section.

21. Consultant agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge District or Consultant for the cost of additional insurance coverage required by this agreement. Any such provisions are to be deleted with reference to District. It is not the intent of District to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against District for payment of premiums or other amounts with respect thereto.

22. Consultant agrees to provide immediate notice to District of any claim or loss against Consultant arising out of the work performed under this agreement. District assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve District.

Exhibit A



PO Box 199  
Cambria, CA 93428  
805.706.0401

November 9, 2023  
Job Number: 23-071

Matthew McElhenie  
Cambria Community Services District  
1316 Tamson Dr  
Cambria, CA 93428

Subject: Proposal for Civil Engineering  
Cambria Emergency Access Feasibility Study  
  
Cambria, CA 93428

Dear Matthew,

Thank you for requesting this proposal from Civil Design Studio, Inc. to provide civil engineering services for the project located at 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.

A handwritten signature in black ink that reads 'Monte Soto'.

**Monte R. Soto, PE 74736**  
*Principal Engineer*

Exhibit A

Cambria Emergency Access Feasibility Study / 23-071  
November 9, 2023



**SECTION 1: PROPOSAL AND AGREEMENT FOR CIVIL ENGINEERING SERVICES**

Between Client: Cambria Community Services District      phone: 805-927-6223  
1316 Tamson Dr

Contact: Cambria, CA 93428  
Matthew McElhenie      email: mmcelhenie@cambriacsd.org

And Consultant: Civil Design Studio, Inc.      phone: 805.706.0401  
P.O. Box 199  
Cambria, CA 93428

Project Manager: Monte Soto, PE      email: monte@civil-studio.com

For the following Project: Cambria Emergency Access Feasibility Study  
Located at:  
Cambria, CA 93428

APN Number(s): Various

**ACCEPTED**

Commencement of civil engineering services may begin within 2 weeks after the receipt of this signed proposal, the initial payment amount indicated in Section 2, and required information to be provided by Client per Section 3.

I have read the above, Section 2: Project Fee Summary, Section 3: Project Scope, Section 4: Additional Services and Section 5: Terms and Conditions, incorporated herein by reference, and agree to the terms and conditions set forth in this Proposal and Agreement and Attachments.

Civil Design Studio, Inc.

DocuSigned by:  
*Monte Soto*  
E736DBA2DAD14CB...  
\_\_\_\_\_  
**Monte R. Soto, PE 74736**  
*Principal Engineer*

12/15/2023  
\_\_\_\_\_  
Date

**CLIENT**

DocuSigned by:  
*Matthew McElhenie*  
03DA2D7CA89B440...  
\_\_\_\_\_  
Matthew McElhenie  
Cambria Community Services District

12/15/2023  
\_\_\_\_\_  
Date

Client Initials:

## Exhibit A

Cambria Emergency Access Feasibility Study / 23-071  
November 9, 2023**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	TM	\$1,360	
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	X		
	1 Aerial Topographic Survey	X		
	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	X		
<b>Construction Documents</b>				
300	Miscellaneous Engineering Services	X		
301	Structural Engineering	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)	F		\$5,440

DS



## Exhibit A

Cambria Emergency Access Feasibility Study / 23-071  
November 9, 2023

Code	Scope of Service	Fee Type	Hourly or Estimated Fee	Fixed Fee
380	Hydrology / Hydraulic Analysis	X		
	1 Preliminary Analysis	X		
	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>\$1,360</b>	<b>\$5,440</b>
<b>Total Engineering Services</b>			<b>\$6,800</b>	
<b>Initial Payment Required to Commence Work</b>			<b>\$ 0</b>	

Legend: **X** = Not in Contract Scope    **TM** = Time and Materials    **F** = Fixed Fee to First Submittal  
**E**=Estimated Fee    **✓**= Included above

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

Principal	\$ 170.00
Expert Witness/Depositions	\$ 275.00
Construction Inspection	\$ 145.00
Project Engineer	\$ 145.00

## Exhibit A

Cambria Emergency Access Feasibility Study / 23-071  
November 9, 2023**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 100 – Project Management</b>	
Assumptions	<ul style="list-style-type: none"> <li>Client has requested CDS to view a potential road improvement project South of Cambria through several adjacent parcels of land.</li> </ul>
Work Included in Scope	<ul style="list-style-type: none"> <li>Site visit to view the proposed road</li> <li>Pictures and notes to identify problem areas and improvements at various crossings to be utilized as backup information for Code 370 of this proposal.</li> </ul>
Items and Services to be Provided to Civil Design Studio	<ul style="list-style-type: none"> <li>n/a</li> </ul>
Items not included in scope	<ul style="list-style-type: none"> <li>n/a</li> </ul>
Estimated Products	<ul style="list-style-type: none"> <li>Site Visit with pictures and notes necessary to prepare a preliminary level Engineer's Estimate of Cost.</li> </ul>

## Exhibit A

Cambria Emergency Access Feasibility Study / 23-071  
November 9, 2023

<b>CODE 370 – Preliminary Engineer’s Estimate of Cost (for budgeting and grant purposes)</b>	
Assumptions	<ul style="list-style-type: none"> <li>▪ Client has requested CDS to prepare a preliminary opinion of cost for a proposed emergency access road to serve the community of Cambria.</li> <li>▪ This preliminary engineer’s estimate of cost will include a summary of permitting requirements and approximate construction costs based on the Engineer’s opinion of the existing road in the current condition.</li> </ul>
Work Included in Scope	<ul style="list-style-type: none"> <li>▪ Prepare preliminary Engineer’s Estimate of Cost for the proposed project.</li> <li>▪ Perform quantity take off for the proposed construction project based on Google Earth imagery and measurements, or equal.</li> <li>▪ Costs based on the most current edition of BNI Public Works Cost Book or SLO County Public Works current cost estimate form</li> <li>▪ Research County Code Title 23, in conjunction with coordination with County planning staff to provide a summary of permitting requirements for the proposed project.</li> <li>▪ Prepare schematic diagrams of the proposed route based on aerial imagery</li> <li>▪ Produce a summary document which includes the approximate project cost, with required projects to provide safe access during an emergency situation.</li> <li>▪ Generic construction details as necessary.</li> </ul>
Items and Services to be Provided to Civil Design Studio	<ul style="list-style-type: none"> <li>▪ n/a</li> </ul>
Items not included in scope	<ul style="list-style-type: none"> <li>▪ n/a</li> </ul>
Estimated Products	<ul style="list-style-type: none"> <li>▪ Preliminary Engineer’s Estimate of Cost.</li> <li>▪ Diagram of Proposed Route</li> <li>▪ Summary of permitting requirements, construction details, etc.</li> </ul>

## Exhibit A

Cambria Emergency Access Feasibility Study / 23-071  
November 9, 2023**SECTION 4: ADDITIONAL SERVICES**

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

<u>Duplication of Efforts:</u>	Revisions to our plans, details or calculations due to Architectural or client driven changes after initial work product has commenced.
<u>Plan Checks Revisions:</u>	Changes requested / required by agencies will be billed hourly. Changes required to Civil Engineering plans due to comments made on other consultants plans will be billed hourly.
<u>Additional Scope:</u>	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.
<u>Unforeseen Conditions:</u>	Unanticipated site conditions requiring changes to the civil engineering plans including but not limited to conflicts with existing facilities.
<u>Construction Support:</u>	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 the site with a 2 hr. minimum.
<u>Code Upgrades:</u>	Revisions required due to a code or ordinance changes that occur during the course of the project.

These services will be performed as indicated above and billed 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 1.15 times the actual cost, may include printing, title report fees, UPS or mailing charges, and other reasonable and customary charges and fees necessary to accomplish this work.

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

**BILLING:** 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. Hourly project scope will be billed monthly, with payment being due and payable upon your receipt of our billing invoice. Fixed fee project scope will be billed to 100% at first submittal of documents. Plan check revisions shall be billed per section 4 above. Signed documents will not be provided until all invoices due are paid in full. 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.

**LATE PAYMENTS:** Payment is expected upon the receipt of invoice. If we do not receive payment in full on any invoice within 60 days, late charges at 1.25% interest per month (15% per year) will be imposed on your unpaid balance after 60 days. Your unpaid balance is determined by taking the beginning balance of your account for each month, adding any new charges and subtracting any payments made to your account. We will then multiply this amount by the 1.25% monthly periodic interest rate to compute the late charge for your account for that month.

**CIVIL ENGINEERING SERVICES:** The Consultant provides only civil engineering design services. Any non-civil issue (including but not limited to surveying, structural engineering, architecture, landscape architecture, etc.) shall need to be addressed by another consultant qualified in the respective field and may be sub-contracted via this agreement for your convenience. The work of others, including sub-consultants is not reviewed or approved 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.

## Exhibit A

Cambria Emergency Access Feasibility Study / 23-071  
November 9, 2023

**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, only 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.

**CERTIFICATE OF LIABILITY INSURANCE**DATE (MM/DD/YYYY)  
12/15/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> California Meridian Ins. 9700 El Camino Real Atascadero, CA 93422 Ted A Jacobson	<b>805-466-3400</b>	<b>CONTACT NAME:</b> Renee Hicks <b>PHONE (A/C, No, Ext):</b> 805-466-3400 <b>FAX (A/C, No):</b> 805-466-6148 <b>E-MAIL ADDRESS:</b> renee@californiameridian.com
<b>INSURED</b> Civil Design Studio Inc P.O. Box 199 Cambria, CA 93428	<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>
	<b>INSURER A:</b> Continental Casualty Company	<b>20443</b>
	<b>INSURER B:</b> California Automobile Ins. Co.	<b>38342</b>
	<b>INSURER C:</b> Employers Preferred Ins. Co.	<b>10346</b>
	<b>INSURER D:</b> Beazley Insurance Co	<b>37540</b>
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
<b>A</b>	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <b>X Business Owners</b>  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			<b>4031557051</b>	<b>03/29/2023</b>	<b>03/29/2024</b>	EACH OCCURRENCE \$ <b>2,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>1,000,000</b> MED EXP (Any one person) \$ <b>10,000</b> PERSONAL & ADV INJURY \$ <b>2,000,000</b> GENERAL AGGREGATE \$ <b>4,000,000</b> PRODUCTS - COMPI/OP AGG \$ <b>4,000,000</b> \$
<b>B</b>	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			<b>BA040000034847</b>	<b>07/11/2023</b>	<b>07/11/2024</b>	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b> BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
<b>A</b>	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ <b>10000</b>			<b>7037003196</b>	<b>03/29/2023</b>	<b>03/29/2024</b>	EACH OCCURRENCE \$ <b>1,000,000</b> AGGREGATE \$ <b>1,000,000</b> \$
<b>C</b>	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	<b>EIG474527602</b>	<b>04/30/2023</b>	<b>04/30/2024</b>	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ <b>1,000,000</b> E.L. DISEASE - EA EMPLOYEE \$ <b>1,000,000</b> E.L. DISEASE - POLICY LIMIT \$ <b>1,000,000</b>
<b>D</b>	<b>Professional Liab</b>			<b>V13803231001</b>	<b>03/12/2023</b>	<b>03/12/2024</b>	<b>Per Claim</b> <b>2,000,000</b> <b>AGG</b> <b>2,000,000</b>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**Proof of Insurance****CERTIFICATE HOLDER**

Cambria Community Services Dis

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE