

**Parks, Recreation and Open Space Commission**  
(PROS)

REGULAR MEETING  
Tuesday, June 2, 2015 - 10:00 AM  
VETERANS MEMORIAL BUILDING  
1000 Main Street, Cambria, CA 93428

**AGENDA**

1. **OPENING**
  - A. CALL TO ORDER
  - B. ESTABLISH QUORUM
  - C. CHAIR REPORT
2. **EX - OFFICIO REPORTS**
3. **PUBLIC COMMENT NOT ON THE AGENDA**
4. **GENERAL MANAGER'S REPORT**
5. **FACILITIES AND RESOURCES SUPERVISOR**
6. **REGULAR BUSINESS**
  - A. Approve Minutes from May 5, 2015 Meeting
  - B. Report from Civil Design Studios
  - C. Consider Approval of proposal from Firma and Civil Design Studios
7. **COMMENTS, CONCERNS, OTHER FUTURE DISCUSSION ITEMS**
8. **ADJOURN**

**\*NOTE:**

Members of the public wishing to address the PROS Commission on any subject that is not on the agenda within the jurisdiction of the Commission will have the opportunity to do so during agenda item three (3) when recognized by the chairperson.

Members of the public wishing to address the PROS Commission on any agenda item will have the opportunity to do so when recognized by the Chairperson. All public comment will be limited to 3 minutes per person.



## CAMBRIA COMMUNITY SERVICES DISTRICT

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**ITEM TITLE:**

Approve Minutes from May 5, 2015 Meeting

**SUMMARY:**

Consideration to Approve the Minutes from the May 5, 2015 Meeting.

**BACKGROUND:**

**ATTACHMENTS:**

Type	Description
<input type="checkbox"/> Cover Memo	PROS Regular Meeting Minutes for May 5 2015

Cambria Community Services District  
Minutes of Pros (Parks Recreation and Open Space Commissioners)  
May 5 , 2015 10:00 AM  
Veterans Memorial Building  
1000 Main Street, Cambria, CA 93428

## 1 Opening

A. Commission Chair Steve Kniffen called meeting to order at 10:00 A.M.  
Present: PROS Commissioners: Adolph Atenco, Joyce Renshaw, Tim Roche and Chair Steve Kniffen. Absent: Ben Bouldin  
Parks and Recreation Liaison & CCSD Board: Micheal Thompson represented CCSD  
CCSD Staff: General Manager Gruber was absent, Facilities Resources Supervisor Carlos Mendoza was present and District Clerk Monique Madrid was absent  
Ex Officio Members: FFRP JoEllen Butler present  
CUSD Superintendent Dr. Schumacher and Board President Del Clegg present  
Other CCSD members present: Jim Bahringer

B Established Quorum of four commissioners .

C. Chair Report: Chair Kniffen reported no report

## 2. Ex- Officio Member Reports:

A. CCSD liaison Micheal Thompson reported that the Grand Jury report that said the Fire and Emergency services should merge is a sticky issue. They have 90 days to respond. He also reported the emergency water plant is now off due to brine issues.

B. Friends of Fiscalini Ranch Preserve JoEllen Butler reported the following:  
Wild Flower Show very successful. Thistles are very bad this year. The bench at the South end of the Ranch is being repaired and has been moved away. FFRP has hired Holly Sletteland to do grant writing especially grants for Fuel Reduction on the Ranch.

C. CUSD Dr. Schumacher and Del Clegg reported that they are redoing the field behind the Junior High with astro turf. They are also redoing the triangle area in front of the middle school in drought resistant landscaping. This will cost about \$400,000. They are looking for a partner. Would PROS support a bond Issue in 2016? Maybe we would just endorse them in their search for funds? No decision was made.

**3. Public Comment on Topics Not on the Agenda:** The Fowlers' were there and said they now live here full time. They were looking for help with dead tree removal from their property which is next to East Ranch. Ranch Manager Carlos Mendoza said he was happy to meet with them about this issue.

**4. Parks and Recreation Manager's Report:** Ranch Manager's Report: Carlos Mendoza report was as following:

He has mowed the East Ranch many times for fire break. He is in the middle of weed abatement and fire Breaks. He has taken down over 70 dead trees and has more to do. Trash cans led by Beautify Cambria are being made locally. A grant was obtained to have this done. There will be an experimental one put out by the Chevron Station. If it works out more will be ordered. Each Trash can costs \$1,600. We need to order 22. That will make a few left over for replacement purposes. FFRP Board voted to support the Dogs on lease issue to comply with the County leash law.

#### **5. Regular Business**

- A. Consideration to approve Minutes of Commissioners meeting April 7, 2015. A motion was made by Commissioner Atencio and seconded by Commissioner Renshaw to approve. It passed.
- B. Budget amount will once again be \$10,000 for PROS and \$157,000 is in the Budget for the development of the East Ranch.

#### **6. Comments, concerns, other Future Discussion Items**

Topography work has started. Stakes are in the field. A report should be made by Firma at the next meeting

#### **7 Adjourn**

We adjourned at 11:05

Next PROS meeting will be June 2, 2015 at 10:00 A.M., Veterans Hall, 1000 Main Street, Cambria



## CAMBRIA COMMUNITY SERVICES DISTRICT

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**ITEM TITLE:**

Report from Civil Design Studios

**SUMMARY:**

Report by Civil Design Studios on Topographic Survey for Community Park

**BACKGROUND:**



## CAMBRIA COMMUNITY SERVICES DISTRICT

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**ITEM TITLE:**

Consider Approval of proposal from Firma and Civil Design Studios

**SUMMARY:**

Consideration to approve proposal from FIRMA and Civil Design Studios for civil engineering and landscape plan for Community Park.

**BACKGROUND:**

**ATTACHMENTS:**

Type	Description
<input type="checkbox"/> Cover Memo	Civil Design Proposal



9700 El Camino Real, Suite 300  
Atascadero, CA 93422  
805.706.0401

March 12, 2015  
Job Number: 13-109.2

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.

A handwritten signature in black ink, appearing to read 'Robert D. Winslow', written in a cursive style.

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



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

Between Client: Cambria Community Services District      phone: 805.927.6220  
 1316 Tamsen Dr.  
 Suite 201  
 Cambria, CA 93428

Contact: Carlos Mendoza      email: cmendoza@cambriacsd.org

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

Project Manager: Robert D. Winslow, PE      email: robert@civil-studio.com

For the following Project: Cambria CSD  
 Located at: Fiscalini Ranch Preserve  
 Cambria, CA 93428  
 APN Number(s): 013-121-025

**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.

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

\_\_\_\_\_  
Date

**CLIENT**

\_\_\_\_\_  
 Carlos Mendoza  
 Cambria Community Services District

\_\_\_\_\_  
Date



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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	F		\$3,000
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	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		
310	Preliminary Grading / Drainage Plan	X		
320	Preliminary Utility Plan	X		
330	Onsite Improvement Plans	X		
	1 Grading / Drainage Plan	F		\$7,500
	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	F		\$1,500
390	Record Drawings	X		
<b>Environmental Permitting</b>				
400	NPDES and Dust Control Documents	X		
	1 SWPPP Booklet	F		\$3,500
	2 Water Pollution / Erosion Control Drawings	F		\$1,000
	3 Dust Control Plans	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	F		\$1,500
510	Construction Administration	X		
520	Engineers Certification / Letter	X		
530	Expert Witness / Court or Deposition	X		
<b>Sub-Totals</b>			<b>\$ 0</b>	<b>\$18,000</b>
<b>Total Engineering Services</b>			<b>\$18,000</b>	
<b>Initial Payment Required to Commence Work</b>			<b>\$3,600</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 100 – Project Management</b>	
Assumptions	<ul style="list-style-type: none"> <li>▪ Design coordination with landscape architect and client</li> <li>▪ FIRMA Consultants will process plans and permits with the County of San Luis Obispo</li> </ul>
Work Included in Scope	<ul style="list-style-type: none"> <li>▪ Attend meetings</li> <li>▪ Assistance with project applications and processing</li> </ul>
Items and Services to be Provided to Civil Design Studio	<ul style="list-style-type: none"> <li>▪ Advance notice of meetings requiring attendance</li> </ul>
Items not included in scope	<ul style="list-style-type: none"> <li>▪ Plan check, filing or permit fees</li> </ul>
Estimated Products	<ul style="list-style-type: none"> <li>▪ Design coordination, at request meeting attendance and application assistance.</li> <li>▪ FIRMA will provide this service.</li> </ul>

<b>Code 331 - Grading and Drainage Plan</b>	
Assumptions	<ul style="list-style-type: none"> <li>▪ Civil Design Studio will process plans and permits with the County of San Luis Obispo</li> </ul>
Work Included in Scope	<ul style="list-style-type: none"> <li>▪ Calculate earthwork volumes and design grading in an effort to balance site earthwork</li> <li>▪ Develop 3D computer model of project</li> <li>▪ Prepare grading and drainage design including material specifications for hardscape surfaces to a precision of 0.01' vertically and landscape areas to a precision of 0.05' vertically</li> <li>▪ Show connection to existing utility laterals in street</li> <li>▪ Coordination with FIRMA regarding planting/seeding details.</li> </ul>
Items and Services to be Provided to Civil Design Studio	<ul style="list-style-type: none"> <li>▪ Site plans in AutoCAD format</li> <li>▪ Topographic Map in AutoCAD format</li> <li>▪ Soils report</li> <li>▪ Planning Documents / Conditions of Approval (if applicable)</li> </ul>
Items not included in scope	<ul style="list-style-type: none"> <li>▪ Boundary Survey / Construction Staking</li> <li>▪ Landscape Architecture</li> </ul>
Estimated Products	<ul style="list-style-type: none"> <li>▪ 1-Civil Title Sheet</li> <li>▪ 1-20 Scale <b>Grading and Drainage Plan</b></li> <li>▪ 1-Civil Details sheet</li> </ul>

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<b>Code 382 – Hydraulics and Hydrology Report</b>	
Assumptions	<ul style="list-style-type: none"> <li>▪ San Luis Obispo County Public Works will require a signed hydrology report for approval of project plans</li> <li>▪ Site conveyance systems will be designed to accommodate the 25 year storm</li> </ul>
Work Included in Scope	<ul style="list-style-type: none"> <li>▪ Utilize county standards to estimate project runoff and design storm drainage conveyance system</li> <li>▪ Review FEMA elevations / Maps</li> </ul>
Items and Services to be Provided to Civil Design Studio	<ul style="list-style-type: none"> <li>▪ Previously prepared preliminary hydrology report</li> </ul>
Items not included in scope	<ul style="list-style-type: none"> <li>▪ Regional hydrology or basin studies</li> <li>▪ Public street or storm drain system carrying capacity calculations</li> </ul>
Estimated Products	<ul style="list-style-type: none"> <li>▪ <b>1 – Hydrology and Hydraulics Study</b></li> </ul>

<b>Code 401 - SWPPP</b>	
Assumptions	<ul style="list-style-type: none"> <li>▪ Area disturbed by project is more than one (1) acre, RWQCB will require a Storm Water Pollution Prevention Plan (SWPPP)</li> </ul>
Work Included in Scope	<ul style="list-style-type: none"> <li>▪ Prepare CGP compliant and site specific Storm Water Pollution Prevention Plan (SWPPP)</li> <li>▪ Perform Risk Level assessment</li> <li>▪ Coordinate with the Landscape Architect to ensure final landscape design is coordinated with post construction erosion control measures</li> <li>▪ Coordinate with contractor to ensure construction material staging and storage areas are shown properly in documents</li> <li>▪ Assistance with online registration systems for SWPPP (act as project DEP for initial permitting of SWPPP)</li> <li>▪ Sign project SWPPP / QSD Certification</li> </ul>
Items and Services to be Provided to Civil Design Studio	<ul style="list-style-type: none"> <li>▪ Current Landscape Architecture plans</li> <li>▪ Civil Engineering Plans</li> </ul>
Items not included in scope	<ul style="list-style-type: none"> <li>▪ Environmental Permits or Certifications</li> </ul>
Estimated Services or Products	<ul style="list-style-type: none"> <li>▪ <b>SWPPP and Supporting Documents</b> in PDF format</li> <li>▪ Applicable CASQA BMP details and specifications</li> </ul>

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<b>Code 402 - Erosion Control Plan</b>	
Assumptions	<ul style="list-style-type: none"> <li>▪ Plans will be prepared based on County of San Luis Obispo requirements</li> <li>▪ Erosion Control Plans will be based on Grading Plan code 331</li> </ul>
Work Included in Scope	<ul style="list-style-type: none"> <li>▪ Prepare Erosion Control plan specifying County of San Luis Obispo standard drawings and CASQA BMP's</li> </ul>
Items and Services to be Provided to Civil Design Studio	<ul style="list-style-type: none"> <li>▪ Direction regarding landscape or site features intended to be used as permanent BMP's</li> </ul>
Items not included in scope	<ul style="list-style-type: none"> <li>▪ Dust Control Drawings</li> <li>▪ Environmental Permits / Coordination with RWQCB</li> </ul>
Estimated Products	<ul style="list-style-type: none"> <li>▪ 1-10 <b>Scale Erosion Control Plan</b></li> </ul>

<b>Bidding Assistance</b>		<b>Code 501</b>
Assumptions	<ul style="list-style-type: none"> <li>▪ The client will require assistance to determine that bids meet minimum criteria.</li> <li>▪ This will be a joint effort between CDS and FIRMA</li> </ul>	
Work Included in Scope	<ul style="list-style-type: none"> <li>▪ Review contractor bids for site work and make recommendation to Client</li> <li>▪ Prepare addenda as required to clarify missing plan items</li> </ul>	
Items and Services to be Provided to Civil Design Studio	<ul style="list-style-type: none"> <li>▪ Current approved project plan set for all disciplines</li> <li>▪ Addenda issued during bidding process</li> </ul>	
Items not included in scope	<ul style="list-style-type: none"> <li>▪ Addenda required by site or building design changes after construction documents have been issued for bid</li> </ul>	
Estimated Services or Products	<ul style="list-style-type: none"> <li>▪ Evaluation summary of bids and recommendations</li> </ul>	



**SECTION 4: ADDITIONAL SERVICES**

Examples of Additional Services include, but are 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

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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.