



Parks, Recreation and Open Space Commission (PROS)

REGULAR MEETING
 Tuesday, March 3, 2020 - 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

- A. Friends of the Fiscalini Ranch Report

3. PUBLIC COMMENT NOT ON THE AGENDA

Members of the public may now address the Commission on any item of interest within the jurisdiction of the Commission but not on its agenda today. Future agenda items can be suggested at this time. In compliance with the Brown Act, the Commission cannot discuss or act on items not on the agenda. Each speaker has up to three minutes. Speaker slips (available at the entry) should be submitted to the Commission Chairperson.

4. FACILITIES AND RESOURCES SUPERVISOR

5. CONSENT AGENDA (Estimated time: 15 Minutes)

- A. Consideration to Approve the Minutes from the Regular Meeting held on February 4, 2020

6. REGULAR BUSINESS

- A. Discussion Regarding the Cambria Skateboard Park Options
- B. Discussion and Consideration to Accept Beautification/Infrastructure Grant Program Application for Fiscal Year 2019-20

7. FUTURE AGENDA ITEMS

8. ADJOURN



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

REGULAR MEETING
Tuesday, February 4, 2020 - 10:00 AM

MINUTES

1. OPENING

A. CALL TO ORDER

Chairman Kniffen called the meeting to order at 10:00 a.m.

B. ESTABLISH QUORUM

A quorum was established.

Present – Commissioners Johansson, Atencio, Kniffen, Renshaw, Bahringer and Lord.
Commissioner Cooper was absent.

C. CHAIR REPORT

2. EX - OFFICIO REPORTS

A. Friends of the Fiscalini Ranch Report

Kitty Connolly reported that Friends of Fiscalini Ranch Preserve has a new Mission Statement which she read. It is as follows: “Our mission is to protect and sustain the diversity of life and the beauty of the Fiscalini Ranch Preserve for everyone.” A discuss followed as Commissioner Johansson did not think the statement was inclusive enough. After a brief discussion, the Chair said he did not believe PROS had any right to suggest to FFRP any concerns or changes about their Mission Statement. Kitty also reported that there really was no reason to open the gate to the Ranch the day a pole went down on Windsor as it was not an emergency. According to the fire chief, it was not an emergency. He said it was quite unsafe as traffic was going both ways and it is only supposed to go one way on that emergency road. There was no one there to direct traffic. The Fire Chief is going to make a report to CCSD on this issue. Kitty also reported that Leffingwell is pairing with FFRP to grow native plants for FFRP’s use on the Ranch. It is also the 20th anniversary of the purchase of the Ranch this year.

3. PUBLIC COMMENT NOT ON THE AGENDA

Public Comment: 1. John Ehler, representing himself, presented the case for the Historical Museum buying the pocket park on Center street. He would like to see the old jailhouse moved there that is on the Lions land near Vet’s hall. He has yet to get an approval from the Historical Museum board. When he obtains that approval, he is to email the CCSD general manager, John Weigold about the purchase. 2. General Manager Weigold reported that the bike event that was held here last year will be renting the Vet’s Hall facilities and the parking lot for \$,7500 in April. This money is

30% of the money needed for Maintenance of the Vet's hall. 3. Laurel Stewart reported that they are seeking approval from the county to put the driveway in by the old schoolhouse. Phase two of their project has begun.

4. CONSENT AGENDA (Estimated time: 15 Minutes)

- A. Consideration to Approve the Minutes from the Regular Meeting held on January 7, 2020

Commissioner Renshaw moved to approve the January 7, 2020 regular meeting minutes.

Commissioner Atencio seconded the motion.

All approved.

5. REGULAR BUSINESS

- A. Discussion and Consideration of Appointment of Commission Secretary

Commissioner Kniffen moved to appoint Commissioner Renshaw as Secretary.

Commissioner Johansson seconded the motion.

All approved.

- B. Discussion Regarding the Design for the Proposed Community Park Restrooms

It was decided to apply for money from The Beautification/Infrastructure Grant from the County of San Luis Obispo to get the design and permits on the road for the bathroom on the East Ranch. Commissioner Kniffen is going to write the Grant. There are state rules as well as County rules pertaining to bathrooms, for example the baby area must be by a sink, that need to be followed and permits applied for. We plan to ask for \$20,000 to cover design and permits needed. We want to be shovel ready when or if we get the money for the construction of the bathroom. The construction cost will run around \$275,000.

- C. Discussion Regarding the Cambria Skateboard Park and Unincorporated San Luis Obispo County Tourism Business Improvement District (TBID) Tourism Infrastructure/Beautification Guidelines and Application

After discussion, Commissioner Johansson moved that we tear down the remaining ramp and set on the skatepark for the time being. Commissioner Lord seconded it and it passed unanimously. The Ranch Manager with his crew, will jack hammer the remaining ramp. The fence will remain up for a time. We plan to repurpose that area when a need arrives.

6. FUTURE AGENDA ITEMS

Chair Commissioner Kniffen asked for any future agenda items: Commissioner Kniffen suggests that we continue to pursue a nonprofit foundation to cover the costs of the Vets Hall and other PROS projects. The Commissioners were in oral agreement. Before we adjourned Commissioner Kniffen alerted us that our swimming pool document/survey has been requested.

7. ADJOURN

Chair Commissioner Kniffen adjourned the meeting at 11:15 a.m.

DRAFT

I. INTRODUCTION

Purpose: The purpose of this program to fund one-time public infrastructure and/or beautification projects deemed to be of benefit to the unincorporated County of San Luis Obispo by the County Board of Supervisors.

A public infrastructure and/or beautification project is defined as a one-time project that enhances an unincorporated community's cultural, environmental, recreational or historical assets.

Amount of Funding: The total amount of funds available for this program in FY 2019-20 is \$90,000 with the minimum grant award starting at \$5,000.

Timeline and Process: The Request for Application (RFA) is being released on January 27, 2020. Completed applications will be accepted until **March 19, 2020 at 5:00 p.m.** (no postmarks accepted). **NOTE: Incomplete or late applications and/or electronic submittals will not be accepted.** A Grant Review Committee will evaluate the applications and make recommendations to the County Administrative Office. Grants will be approved by the Board of Supervisors, as timely as possible, at an available Board meeting as part of the consent agenda. Projects will be expected to begin at the start of July 1, 2020 or when allocations are approved by the Board of Supervisors, whichever comes first, and be completed by June 30, 2021.

II. ELIGIBILITY

County funds may be used for the specific purpose of funding a particular infrastructure and/or beautification project being carried out by an IRS tax exempt non-profit organization, Board recognized advisory body and/or commission, community services district, or other qualified public agency including a County agency or department that will achieve a certain goal which is beneficial to County residents and visitors.

Both public and private non-profit organizations may apply. Organizations must either have a non-profit designation at the time of grant application submission or be a public agency such as a County agency or department. Infrastructure and/or beautification projects must be carried out in unincorporated San Luis Obispo County.

Applicants must offer their programs and/or services to all residents of the County of San Luis Obispo, regardless political or religious opinions or affiliations, age, sex, race, color, national origin, marital status, disability, or sexual orientation.

III. REVIEW AND SELECTION CRITERIA

Projects will be reviewed and prioritized, among other things, on:

1. Preservation of historical and cultural assets;
2. Enhancement of the overall beauty and/or infrastructure of an unincorporated community;
3. A visible community improvement;
5. Usability by the community and visitors to the community;
6. The plan for sustainability of the project;
7. Funding sources;
8. Project sustainability with amount of funds granted;
9. Collaboration with other community groups and/or County departments.

IV. REQUEST FOR APPLICATION REQUIRED COMPONENTS

Organizations should submit a separate application for each project for which they are requesting grant funds.

The application should be submitted in the following order:

Cover Sheet:

Applications must have a **COVER SHEET** which clearly identifies:

1. Project Title
2. Organization/Agency Name
3. Executive Director and/or Program Contact Person
4. Address
5. Phone number
6. E-mail address
7. Amount of funds being requested
8. A brief (50 words or less) description of proposed project

Program/Project Information:

The application must contain the following information:

1. Briefly describe your organization and its mission.

2. Provide a detailed description of the project. This description should include information on the final outcome or benefit that the project will provide to the community and what will be achieved with the grant funding.
3. How will the project be beneficial to residents and visitors of the unincorporated County?
4. Describe your organizational capacity to successfully carry out the project. What parts, if any, of the project will be contracted out? List the proposed contractors.
5. If appropriate, provide any drawings, pictures or other type visual documentation of what your project will look like.

Project Budget:

Although the cost of insurance, salaries and equipment may be a part of the initial project (i.e. necessary to carry out the project); grant funding **will not be used** for on-going maintenance projects or to maintain a project, to pay for insurance, salaries, or equipment to maintain the project. Note: While grant funding cannot be used for maintenance of a project, the funding of a project that includes maintenance of a site, e.g. clearing of weeds for placement of a bench or sign, will be considered on a case-by-case basis.

1. Provide a detailed budget for each project. List out any contractors and their associated costs.
2. Provide a budget narrative that:
 - a. describes each line item;
 - b. describes all sources of funding for the proposed project;
 - c. describes funding that is not yet secured and the subsequent timeline for securing such funding.

Please note that there is no specific budget format required.

General Application Information

1. Organizations must either have non-profit designation at time of grant application submission or be a public agency such as a Board recognized advisory body

and/or commission, community services district, or County agency or department. Evidence of IRS tax exempt status will be required at time of grant application submission.

Submit a copy (each) of the current status of non-profit organization from the Secretary of State and Attorney General Office. These documents can be accessed at the specific agency's web site (Secretary of State: <https://businesssearch.sos.ca.gov/> and Attorney General's Office: <http://rct.doj.ca.gov/Verification/Web/Search.aspx?facility=Y>).

See **Attachment 1** for examples of these status reports. Please do not send your organization's Statement of Information.

Grant applications from organizations that do not include this documentation or whose non-profit status is **inactive**, or **delinquent** will not be accepted. This requirement does not apply to grant applications from public agencies.

2. The project which the County is funding may be only part of a project currently being carried out by a group or organization. For grants request of \$10,000 or more, County funding shall not be the only source of funding for the project. Provide documentation for all funding secure for the project.
3. Your grant submittal should include copies of any permits, licenses and/or required authorizations. It is preferable that these are in place prior to submitting a funding request; however, in cases where this isn't possible, no funds will be released until evidence is provided that all permits, licenses and/or required authorizations have been obtained. Provide documentation that you have contacted and are working with the appropriate agencies to get any permits, licenses etc.
4. Applications must be submitted, **stapled**, on 8.5 x 11 plain white paper with a **maximum of Five (5) DOUBLE SIDED PAGES** (i.e. ten (10) single-sided pages equal five (5) double sided pages). The page count includes all components of the application, including the cover page. Information requested in #1 and #3 above are not included in the five double sided page count.
5. In addition to the copies required in #10 below, the entire application should be submitted in electronic (**WORD**) format to cpene@co.slo.ca.us by **5:00 p.m. on March 19, 2020**.

6. All pages in the application should be numbered consecutively (starting with the cover page).
7. Proposals should be stapled only without binding, binders or folders.
8. All costs associated with the preparation and submission of this application will be borne by the applicant.
9. All applications become the property of the County of San Luis Obispo and will become public information after the submission deadline.
10. **One (1) stapled original PLUS FIVE (5), for a TOTAL OF 6, stapled copies of the application. Electronic copies (see #5 above) should be sent via e-mail.**

All information (paper and electronic copies) must be received by March 19, 2020 at 5:00 p.m.

NOTE: Incomplete or late applications and/or electronic submittals will not be accepted. POSTMARKS WILL NOT BE ACCEPTED. Applications should be submitted to the address delineated below. At the time the application is received by the County, it will be date and time stamped and recorded.

**County Administrative Office
ATTN: Courtney Pene
Room D430, County Government Center
1055 Monterey Street
San Luis Obispo, CA 93408**

All applications should be clear, concise and complete. **NO** additional information will be accepted past the **March 19, 2020** deadline unless specifically requested by the County.

Any questions regarding the RFA or process should be directed to Courtney Pene of the County Administrative Office at (805) 788-2642.

Secretary of State example:

Search Screen:

Provide a copy of either:

Show entities per page Narrow search results:



Entity Number	Registration Date	Status	Entity Name	Jurisdiction	Agent for Service of Process
C0198740	07/17/1945	ACTIVE	<u>CAMBRIA CHAMBER OF COMMERCE</u>	CALIFORNIA	MEL MCCOLLOCH

or

C0198740 CAMBRIA CHAMBER OF COMMERCE

Registration Date: 07/17/1945
Jurisdiction: CALIFORNIA
Entity Type: DOMESTIC NON-PROFIT
Status: ACTIVE
Agent for Service of Process: MEL MCCOLLOCH
 2760 MARLBOROUGH
 CAMBRIA CA 93428
Entity Address: 767 MAIN ST.
 CAMBRIA CA 93428
Entity Mailing Address: 767 MAIN ST.
 CAMBRIA CA 93428

A Statement of Information is due EVERY ODD-NUMBERED year beginning five months before and through the end of July.

Document Type	File Date	PDF
SI-COMPLETE	05/24/2017	
SI-COMPLETE	06/29/2016	
REGISTRATION	07/17/1945	Image unavailable. Please request paper copy.

Department of Justice/Office of Attorney General example:

Search Screen:



Registry Verification Search

The Registry Verification Search allows you to search and verify whether a charitable organization or fundraiser has complied with the Attorney General’s registration and reporting requirements. You can also review records and other public filing that a charitable organization or fundraiser has submitted to the Attorney General’s Registry of Charitable Trusts. The Registry’s database contains copies of most public filings required to be filed by charitable organizations, charitable trustees and fundraising professionals. This tool allows you to download copies of annual registration renewal forms (RRF-1), copies of IRS Forms 990, raffle reports and other fundraising reports that are in the Registry’s database.

We recommend the following search tips when searching for a charity or fundraiser by name:

- For Organization Name searches, a full name of the organization is not necessary. For example, a search using the words "KIDS FOR" will show registrations for organizations whose names start with "KIDS FOR" (e.g., KIDS FOR SACRAMENTO and KIDS FOR DOLPHINS).
- An asterisk (*) may be used as a wildcard. For example, a search using a wildcard *kids* will show registration for organizations whose names contain "KIDS".

Also available is a [list of charities in good standing](#) with the Registry. A charity is in "good standing" with the Registry when it is current in all its reporting requirements with the Registry. The [downloadable text file](#), generated monthly, is a snapshot of the charities in good standing at the time it is created. Much of the data, including the Registration Status of charitable organizations, may change at any time based on the processing of new filings or other reasons. To download the file, right-click [here](#) and select "Save link as" or "Save target as" (depends on your browser) to save it to your device.

To confirm data or status for a given organization, use the query tool below.

[Registry Verification Search Tips & Registry and Filing Status Definitions](#)

State Charity Registration Number:

SOS/FTB Corporate/Organization Number (numbers only):

FEIN (numbers only):

Organization Name:

DDA:

Program Type: All

Registration Type: All

Registration Status: All

Provide a copy of either:

Search Again

Organization Name	Registration Type	Registration Status	Registration Number	Applicant Number	FEIN	City	State
SOUTH COUNTY VISITOR SERVICES	Charity Registration	Current	CT0193692	1461783	462180142	NIPOMO	CA
1							

Entity Type is either the Corporate Class as registered with the Secretary of State or based on founding and registration documents submitted to the Registry.			
Organization Name:	SOUTH COUNTY VISITOR SERVICES	IRS FEIN:	462180142
Entity Type:	Public Benefit	SOS/FTB Corporate/Organization Number:	3500439
RCT Registration Number:	CT0193692	Registration Type:	Charity Registration
Program Type:	Charity	Renewal Due Date:	5/15/2018
Issue Date:	3/29/2013	Date This Status:	3/29/2013
Registry Status:	Current		
Date of Last Renewal:	2/21/2017		
Mailing Address			
Street:	180 S MARY AVENUE		
Street Line 2:			
City, State Zip:	NIPOMO CA 93444		
Annual Renewal Data Reported to the Registry			
Status of Filing:	Accepted		
Accounting Period Begin Date:	1/1/2013		
Accounting Period End Date:	12/31/2013		
Total Assets:	\$0.00		
Total Revenue:	\$0.00		

1.The Parks Recreation and Open Space (PROS) Commission is an appointed board with five members. The board reviews and makes recommendations to the Cambria Community Services District (CCSD) Board of Directors on proposed projects relating Cambria's Open Space and Recreational Opportunity Areas within the community. Public meetings are held once a month to discuss progress of current projects, solicit public comment on current projects, and listen to proposed projects recommended by the public. The current project is the continued development of the Cambria Community Park which is dedicated to active recreation and located on the East side of the Fiscalini Ranch Preserve in Cambria.

Our Mission Statement

“In the belief that open space and recreational opportunities in a community add to the quality of life for families, groups and individuals, the PROS Commission is committed to promoting actions and securing means to create, enhance and sustain public parks, trails, open space and recreational activities for Cambria.”

2.The proposed project is a Toilet which is a component of what is called East Ranch Active Recreation Area which is part of the Fiscalini Ranch Preserve. The Community of Cambria has been planning the layout of the area since 2003. The Site Plan of East Ranch (called Fiscalini Ranch Preserve Community Park Phase 1) had been completed and approved by the Cambria Community Services District in 2010. Construction plans for Phase 1 were completed in 2015 and approved by the San Luis Obispo County Parks staff as well as the County's Permitting Process. In 2018, the area to be used as active recreation was graded for drainage and function and the following improvements completed.

- a. Defined parking lot for approximately 90 vehicles with barrier fencing and gravel for users of trails, Dog Park, Picnic Area and Cambria Business District.
- b. Dog park with 6' high fencing, gates, and chipped surface. Two separate fenced areas
- c. Accessible parking at the Dog Park which is the start of an accessible trail system.
- d. Playing field area graded suitable in size for 2 soccer fields with grades suitable for baseball and soccer fields. At this time the play fields have not been formalized or surfaced.
- e. Open areas for picnic tables, play structures for children have been designated but not implemented.

- f. Walking trails run thru the area to rest of Fiscalini Ranch Preserve and the East/West Villages are actively utilized.
- g. A future exercise circuit.

In the 2015 Site Plans, a toilet was proposed in a central position to service the dog park area, play fields, picnic area, community trail system and general public which might use the parking area.

The funding requested in this application is for the toilet design finalization and construction plan, specification for the sewer line, water line and lighting system, and access trails for people and maintenance equipment. These construction ready plans will then be used for the County permitting process. After County approval, the plans will be used in the bidding process for construction.

This toilet will support the recreation in the East of the Highway 1 Fiscalini Ranch Preserve as well as all activities in the East Ranch Community Park. All persons in the East Ranch proximity (which includes portions of the West Ranch commercial area) may use the toilet between the hours of dawn to dusk.

The Fiscalini Ranch is a popular area for hiking in wildland setting. The trails connect all parts of Cambria. Both out of town visitors and Cambria natives use the trails. The parking lot will become known as one of the only 4 public toilets in Cambria. This will be useful if the parking area becomes useful to the start of the trails, or bicyclists using the point as a base for area road recreation riding, and a rest area with picnic tables to the users of Highway 1 Scenic Road.

This has been the history of the Shamel Park (SLO County Park) Public Toilet which is a well-known and used landmark to travelers. East Ranch can be expected to be as popular.

The East Ranch toilet will be the size of the other two public toilets built in the Cambria East and West Villages. We will use the same plans as a basis for design unless it is estimated that commercially built toilets of similar size and floor plan are more cost effective. There will be 2 sides opposite a central mezzanine for fixture access. The woman's side will have an accessible stall and one regular size stall, with sink and baby change table. The men's side will have an accessible toilet, urinal, sink and baby change table.

The toilet of this size in the commercial toilet world is rated at 180 persons per hour which includes both sides. Although this is excessive considering current use, this would make the toilet suitable for future events which could occur according to the Fiscalini Ranch Conservation Plan rules. Fiscalini Ranch is not intended to be involved in commercial activities nor money making projects; however, some community events could be held there. The toilet is sized to accommodate expected moderate sized crowds anticipating some sporting events in the far future or other permissible public gatherings.

3.The Fiscalini Ranch Preserve is filled with a rare kind of beauty. It is unique in that it has many habitats: Ocean bluffs, grasslands and a one of a kind Monterey pine forest. It is an inviting sanctuary for visitors with its diverse flora and fauna. The mission is to protect the natural state with passive recreation, except for the designated area on the eastern portion which allows active recreation.

It is this portion of the wonderful Fiscalini Ranch Preserve that we are applying for this grant to help in its development. We have already established a dog park in this area, but little else. We cannot proceed with its development without a restroom; according to the County. We would like to put in a soccer field, an area for picnics, outdoor fitness equipment and a hiking trail that encompasses the area. All of these require a bathroom to be on the premises.

The task of building a bathroom will take a great deal of money, probably somewhere in the vicinity of \$250,000. We need to get started with its design and the permits required to build such a facility . It is for this beginning design and permits that we are applying for this grant. We want to be shovel ready when we finally are able to get the necessary funds to build this facility.

This will greatly benefit the residents and visitors who will come to play and enjoy this Eastern part of the Ranch; as well as the Western portion of the Ranch.

4.The CCSD (Cambria Community Service District) will be the custodian of the funds and the contracting office. The CCSD staff is well qualified and has contracted out projects ranging in size from \$1000 to \$13 Million.

This grant request is for the site design, plans and construction specifications for submission to SLO County for review and permit approval.

The contractor is the Cambria engineering firm: **Civil Design Studio – Civil Engineering/Planning/Permitting**. This firm has handled many contracts for the CCSD. They were also the original contractors for the 2018 Phase 1 Construction.

The East Ranch site and toilet location chosen has many advantages for this site. A CCSD sewer line crosses the field and is about 100 foot from the toilet location – the flush toilets will be accommodated quite cheaply. Water is existing in a CCSD pipe approximately 250-foot way which is why the flush units were preferred – in addition to positive public acceptance. Electricity is available approximately 400 ft away at the existing Maintenance Office. Solar and sky lights could possibly be used since this unit is not expected to operate after dusk – the cost comparison will determine that.

The CCSD will provide/maintain the utilities, and their maintenance staff will provide with the cleaning/repair/supervision of the toilet as they do the other 2 toilets in the East and West Villages.

The contractors will also supply the Engineer Cost Estimate to determine the money needed to implement the project.

The amount of grant funds requested are acceptable to Civil Design Studio for the completion of the construction plans and permit.

5.The attached drawing is the East Village Toilet Construction Plans. This floor plan is preferred and will be used as a pattern in the review of commercial units that may be more cost effective.

The toilet roofline, roof texture, wall texture and color and will be selected to be pleasing and suitable to the existing character of the Fiscalini Ranch. Trees to shade areas and add a back drop will be planted after construction.



2450 Main Street, Suite D
Cambria, CA 93428
805.706.0401

June 4, 2019

Job Number: 13-109.5

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

Subject: Proposal for Civil Engineering
Fiscalini Ranch Phase 2
Fiscalini Ranch
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 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.

Monte R. Soto, PE 74736
Principal Engineer

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**SECTION 2: PROJECT FEE SUMMARY**

Code	Scope of Service	Fee Type	Hourly or Estimated Fee	Fixed Fee
Planning and Management				
100	Project Management	TM	\$20,000	
110	Planning Services	X		
120	Site Investigation Report	X		
130	Design Development	X		
140	Tentative Map / Development Plan	X		
220	Demolition Plan	X		
Pre-Construction Documents				
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		
Construction Documents				
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		
Environmental Permitting					
400		NPDES and Dust Control Documents	X		
	1	SWPPP Booklet	X		
	2	Water Pollution / Erosion Control Drawings	X		
	3	Dust Control Plans	X		
410		Environmental Permit Assistance	X		
	1	404 - Army Corp	X		
	2	401 - Dept of Fish and Game	X		
Construction and Other Services					
500		Construction Inspection	X		
	1	Bidding Assistance	X		
510		Construction Administration	X		
520		Engineers Certification / Letter	X		
530		Expert Witness / Court or Deposition	X		
Sub-Totals				\$20,000	\$ 0
Total Engineering Services				\$20,000	
Initial Payment Required to Commence Work				\$ 0	

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	\$ 145.00
Expert Witness/Depositions	\$ 275.00
Construction Inspection	\$ 100.00
Project Engineer	\$ 125.00

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**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.

Code 100 – Project Management	
Assumptions	<ul style="list-style-type: none"> ▪ Client wishes to initiate a contract to study Phase 2 of the Fiscalini Ranch project. Phase 2 of the project is not defined yet, which is why CDS cannot provide a fixed fee proposal at this time. ▪ CDS will work with the client to define development guidelines from the County and relevant agencies. ▪ CDS will work under the direction of the CCSD with input from the PROS commission to define the proposed project.
Work Included in Scope	<ul style="list-style-type: none"> ▪ Attend meetings with the County and Client ▪ Assistance with project applications ▪ Miscellaneous civil engineering as required to prepare the Phase 2 project plans.
Items and Services to be Provided to Civil Design Studio	<ul style="list-style-type: none"> ▪ Advance notice of meetings requiring attendance ▪ Guidance from the CCSD on project choices
Items not included in scope	<ul style="list-style-type: none"> ▪ Plan check, filing or permit fees
Estimated Products	<ul style="list-style-type: none"> ▪ Design coordination, at request meeting attendance and application assistance

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**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 changes.
<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 design or 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 with a 3 hr. minimum.
<u>Code Upgrades:</u>	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.