



PO Box 199  
Cambria, CA 93428  
805.706.0401

February 5, 2025  
Job Number: 24-117

James Green  
Cambria Community Services District  
2150 Main St  
Cambria, CA 93428

Subject: Proposal for Civil Engineering  
CCSD Sustainable Water Facility  
San Simeon Creek Rd  
Cambria, CA 93428

Dear Jim,

Thank you for requesting this proposal from Civil Design Studio, Inc. to provide civil engineering services for the project located at San Simeon Creek Rd 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 Breakdown
- Section 4: Additional Service Terms
- Section 5: General 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*



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

Between Client: Cambria Community Services District      phone: 805-927-6119  
 2150 Main St

Contact: Cambria, CA 93428  
 James Green      email: jgreen@cambriacsd.org

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

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

For the following Project: CCSD Sustainable Water Facility  
 Located at: San Simeon Creek Rd  
 Cambria, CA 93428  
 APN Number(s): 013-051-024

**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 Section 2: Project Fee Summary, Section 3: Project Scope Breakdown, Section 4: Additional Services Terms and Section 5: General 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.

\_\_\_\_\_  
**Monte Soto, PE 74736**  
*Principal Engineer*

\_\_\_\_\_  
Date

**CLIENT**

\_\_\_\_\_  
 James Green  
 Cambria Community Services District

\_\_\_\_\_  
Date



**SECTION 2: PROJECT FEE SUMMARY**

Code	Scope of Service	Fee Type	Hourly or Estimated Fee	Fixed Fee
<b>Planning and Management</b>				
100	Project Management	X		
110	Planning Services	X		
120	Site Investigation Report	X		
130	Design Development	X		
140	Tentative Map / Development Plan	X		
220	Demolition Plan	X		
<b>Pre-Construction Documents</b>				
200	Topographic Survey	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	E	\$4,500	
	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	F		\$5,500
	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		



Code	Scope of Service	Fee Type	Hourly or Estimated Fee	Fixed Fee
380	Hydrology / Hydraulic Analysis	See Below		
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>\$4,500</b>	<b>\$5,500</b>
<b>Total Engineering Services</b>			<b>\$10,000</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 / Professional Engineer \$ 200.00  
Expert Witness/Depositions \$ 275.00



**SECTION 3: PROJECT SCOPE BREAKDOWN**

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 331 – Onsite Grading And Drainage Plan</b>	
Assumptions	<ul style="list-style-type: none"> <li>▪ SLO County is requesting a grading and drainage plan prepared by a registered civil engineer for the project. There are no improvements proposed with this project. Therefore, CDS assumes that the County may accept a signed letter stating that grading within the project area is compliant and no remedial grading is proposed.</li> <li>▪ The FEMA Base Flood Elevation is required to be shown on project plans per conditions of approval.</li> </ul>
Work Included in Scope	<ul style="list-style-type: none"> <li>▪ Site visit to view project site</li> <li>▪ Prepare letter for review by SLO County stating that no remedial grading is required</li> <li>▪ Determine FEMA BFE for the project site and show BFE on site plans, if applicable.</li> <li>▪ Determine any flood proofing required per County Title 23.07.060</li> <li>▪ Prepare Post Construction Requirements exemption form for the project and certify impervious area as required by County</li> </ul>
Items and Services to be Provided to Civil Design Studio	<ul style="list-style-type: none"> <li>▪ Topographic information if required by SLO County</li> </ul>
Items not included in scope	<ul style="list-style-type: none"> <li>▪ Permit fees</li> </ul>
Estimated Products	<ul style="list-style-type: none"> <li>▪ Letter stating that Grading is compliant</li> <li>▪ Onsite plan identifying FEMA flood elevation relative to existing improvements</li> </ul>



<b>CODE 351 – Street Improvement Plans</b>	
Assumptions	<ul style="list-style-type: none"> <li>▪ SLO County is requiring a Civil Engineer to design a B-1a rural driveway to serve the project site.</li> <li>▪ SLO County will require a Civil Engineer to provide a sight distance evaluation report for the proposed driveway identifying any tree trimming or adjustments required to construct the new driveway per County Standards</li> </ul>
Work Included in Scope	<ul style="list-style-type: none"> <li>▪ Site visit to view project site and evaluate the road sight distance.</li> <li>▪ Design of County Driveway within the public right of way to access the project site</li> <li>▪ Design of drainage ditch, culvert, or other structures as necessary to address drainage at the new driveway</li> <li>▪ Prepare traffic control plan for Construction of the new driveway in compliance with CA-MUTCD</li> </ul>
Items and Services to be Provided to Civil Design Studio	<ul style="list-style-type: none"> <li>▪ Topographic information at the proposed driveway. Please Coordinate with CDS prior to ordering topographic survey</li> </ul>
Items not included in scope	<ul style="list-style-type: none"> <li>▪ Permit fees</li> </ul>
Estimated Products	<ul style="list-style-type: none"> <li>▪ Public Improvement Plan for Driveway at Project Site</li> <li>▪ Sight Evaluation Report</li> <li>▪ Traffic Control Plan</li> </ul>



#### **SECTION 4: ADDITIONAL SERVICE TERMS**

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

- Duplication of Efforts: Revisions to our plans, details or calculations due to Architectural or client driven changes after initial work product has commenced. Changes required to Civil Engineering plans due to comments made on other consultants plans may be billed hourly.
- Plan Checks Revisions: Changes requested / required by agencies will be billed hourly in addition to fixed fees included herein unless otherwise specified in Section 3 of this proposal.
- 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, Stormwater inspections or project meetings if required or requested that are in excess of those specifically listed in Section 3.
- Unforeseen Conditions: Unanticipated site conditions requiring changes to the civil engineering plans including but not limited to 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 the site with a 2 hr. minimum.
- Code Upgrades: 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: GENERAL 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, delivery costs, mileage, airfare, auto rentals, and lodging may be included on invoices. Alternately and/or additionally the time required to travel may be billed per the rate schedule in Section 2 of this proposal depend on project circumstances and our ability to combine travel for multiple projects.

**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 may be withheld 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 30 days, late charges at 1.5% interest per month (18% per year) will be imposed on your unpaid balance after 30 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 1.5% 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.

**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 15 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.