

October 11, 2023  
Revised February 7, 2024

Freda Berman  
Public Works Department  
City of Paso Robles  
1000 Spring Street  
Paso Robles, CA 93446

**RE: PROPOSAL TO PROVIDE PROFESSIONAL LANDSCAPE ARCHITECTURE DESIGN SERVICES  
FOR LARRY MOORE PARK REDEVELOPMENT**

Dear Ms. Berman,

Thank you so much for selecting David Volz Design for the design commission for the special park project. Please find the proposed updated scope that is now coordinated with SWCA and that addresses your email request of January 23, 2024.

The proposed scope of service changes are summarized below:

1. The design team electrical engineer will provide preliminary photometrics for SWCA's use in developing the MND
2. Meetings to be included in the project services:
  - City Council Presentation
  - Parks and Recreation Advisory Committee (up to 3 meetings)
  - 2 Community outreach meetings (optional if needed)
  - Project team meetings every 2 weeks via Zoom
3. The updated project team will not include traffic engineering, SWCA has taken on this service.
4. Assistance provided to the city's environmental study team, SWCA consulting to collaborate with the design team, 3 reviews/consultations anticipated.
5. Geotechnical soil report, percolation testing, hydrology study, SWPPP and WQMP will be provided by the DVD/BKF design team. These services were a part of the original project proposal.
6. Topographic survey, arial and field work will be provided by SWCA (Wallace) for the design team's use.
7. An allotment for services to-be-identified has been added. These services may include the following tasks. City approval of these added task services will be requested, and billings will be in proportion to the approved services.
  - a. Added community/committee meeting(s) including preparatory services
  - b. Added commission/council presentation(s), including preparatory services
  - c. Other to be identified additional services, specialty and structural engineering, architectural design, etc.

Some additional items noted from our scoping meetings:

1. Planning commission reviews are not anticipated
2. Design of off-site improvements if needed, will be considered as additional services
3. Environmental study and mitigation measures identification will be provided by SWCA

4. A twelve-month construction period as noted in the proposal, will be reduced pending final construction program
5. Construction documents will require city staff, including building department reviews and plan checking at the scheduled 60%, 90% and final plan submissions

Again, thank you for entrusting the DVD team with this important commission. We are looking forward to working with you, your staff and the Paso Robles community on this exciting park development project. Should you have any questions about this proposal or any park design matter please do not hesitate to call.

Very truly yours,

**DAVID VOLZ DESIGN**



David J. Volz, R.L.A. # 2375  
LEED Accredited Professional, QSD/QSP

**Corporate Office**

151 Kalmus Drive, Suite M8  
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714.641.1300

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**San Diego Office**

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## SCOPE OF SERVICES

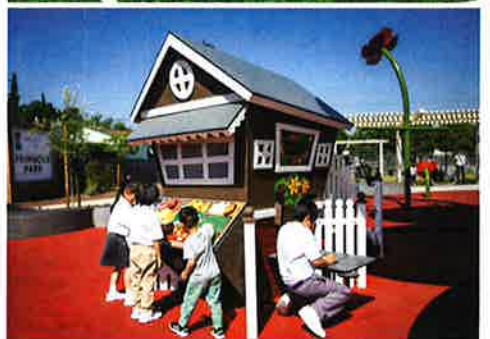
### TASK 1 - PROJECT INITIALIZATION

- 1.01 Initial kickoff meeting with city project staff
  - a. Review project criteria and program objectives
  - b. Review procedures and design schedule
  - c. Assign calendar dates to each milestone
  
- 1.02 Background Research
  - a. Collect available data and maps
  - b. Meet with city project personnel
  - c. Review Preliminary project program
  - d. Review plans and documents of the site
  - e. Review initial opportunities
    - Identify opportunities and constraints
    - Identify surrounding uses and connections
  
- 1.03 Prepare base map and exhibits for planning purposes
  
- 1.04 Initial Coordination with SWCA
  - a. Project review
  - b. Topographic map coordination
  - c. Environmental coordination
  - d. Stormwater/river edge study coordination



### TASK 2 – CITY PROJECT TEAM WORKSHOP

- 2.01 On-Site review workshop
  - a. Conduct site walk
  - b. Discuss opportunities and objectives
  - c. Review limitations and challenges
  - d. Review program opportunities
  - e. Facilitate design charrette with city project team and SWCA
  - f. Gather initial ideas and direction
  
- 2.02 Document input received
  - a. Prepare summary of input from community
  - b. Annotate maps with community insights
  
- 2.03 Second city project team workshop
  - a. Present preliminary concept plans
    - Program elements review
    - Idea and vision consolidation
    - Options, alternatives, and theme considerations
    - Concept discussion and recommendation
    - Define collective vision
  - b. Document input received



- Prepare summary of input from workshop
- Annotate maps with insights

2.04 Meeting with city staff to review work to date

### MEETINGS & DELIVERABLES

Review meeting with staff  
City project team outreach meeting (2)  
Preliminary concept plan exhibits  
Bi-weekly video review with city staff

### TASK 3 – PRELIMINARY CONCEPT PLANS (2)

- 3.01 Prepare preliminary concept plans for committee review
- a. Develop designs for park improvements
  - b. Develop concepts and alternatives
  - c. Refine and consolidate ideas
  - d. Prepare initial concept plans for city staff review
- 3.02 Construction cost budget estimates
- a. Prepare analysis of construction cost for each plan options
- 3.03 Prepare photometric map/plan
- a. Prepare map for environmental study
- 3.04 Present concept plans to Parks Advisory Committee
- a. Review background and challenges
  - b. Present initial concept and alternatives
  - c. Gather input from commission
  - d. Seek consensus on collective vision

### MEETINGS & DELIVERABLES

Review meeting with staff (2)  
Preliminary concept plans (2)  
Construction cost budget  
Photometric planning map  
Park Advisory Commission Reviews (2 anticipated)  
Bi-weekly video reviews with city staff

### TASK 4 – FINAL CONCEPT PLANS & REPORTS

- 4.01 Prepare final concept plan
- a. Review schematic layouts with city staff, obtain direction to prepare final concept plan
  - b. Prepare presentation for Commission/ Council
- 4.02 Update construction cost budget estimates
- 4.03 Presentation to Parks Advisory Committee
- 4.04 Presentation to City Council

### MEETINGS & DELIVERABLES

Review meeting with staff  
Final concept plans  
Construction cost budget  
Presentation to Parks Advisory Commission  
Presentation to City Council  
Bi-weekly video review with city staff

### TASK 5 - DESIGN DEVELOPMENT AND PRELIMINARY ENGINEERING

- 5.01 Develop materials schedule
- a. Define paving type and finishes
  - b. Define site furnishings
  - c. Provide play equipment designs
  - d. Develop landscape palette including native plants, boulder, rock, cobble and decomposed granite
  - e. Develop light poles, bollards, and string light schedule with style and finish include opportunities for solar
- 5.02 Style Guide & Resource Log
- a. Catalog cuts
  - b. Product literature
  - c. Written narrative describing components, materials, finishes, custom features, and any related elements
- 5.03 Preliminary Engineering (see BKF scope)
- a. Geotechnical study
  - b. Hydrology and stormwater study

## MEETINGS & DELIVERABLES

Materials selection  
Preliminary engineering studies (see BKF scope)  
Bi-weekly video with city staff

### TASK 6 - CONSTRUCTION DOCUMENTS (60% & 90% SUBMITTALS)

- 6.01 Prepare construction drawings
  - a. Site construction plan and details
  - b. Irrigation plan and details
  - c. Final landscape plan and details
  - d. Civil plan and details
  - e. Electrical plan and details
- 6.02 Prepare technical specifications
- 6.03 Prepare construction cost budgets
- 6.04 Submittal/review at 60% and 90%

### TASK 7 - FINAL CONSTRUCTION DOCUMENTS

- 7.01 City project team review of work-to-date
- 7.02 Update construction drawings per city comments
  - a. Site construction plan and details
  - b. Irrigation plan and details
  - c. Final landscape plan and details
  - d. Civil plan and details
  - e. Electrical plan and details
  - f. Technical specifications
  - g. Construction cost estimates
- 7.03 Internal quality control review
- 7.04 Turnover of original plans and specifications

## MEETINGS & DELIVERABLES

Construction plans (60%, 90% and final submittals)  
Construction technical specifications  
Construction budget estimate  
City staff meetings as needed  
Meeting summaries  
Bi-weekly video reviews with city staff

### TASK 8 - CONSTRUCTION PERIOD SERVICES

- 8.01 Bidding Assistance
  - a. Provide answers to pertinent pre-bid questions
  - b. Assist the city in evaluation of bids
- 8.02 Construction Assistance
  - a. Attend pre-construction meeting
  - b. Respond to project Requests for Information (RFI's)
  - c. Attend pre-construction meeting
  - d. Participate in construction progress meetings and prepare meeting summary notes (6 anticipated)

## MEETINGS & DELIVERABLES

Bidding assistance  
RFI responses, instructions  
Meeting summaries  
As-built plan preparation  
City staff support services  
Bi-weekly video review with city staff

## FEE PROPOSAL

We have the knowledge and expertise to creatively take this project from start to finish, from design development through final, construction engineering and construction. We have provided similar services on hundreds of communities defining projects for cities throughout Southern California. We have a very creative team and our desire to be your City's design partner will be evidenced in our energy and enthusiasm every step of the way.

### SCOPE OF SERVICES

	PR \$230	DD \$200	LA \$160	SLD \$155	LD \$140	PD \$120	AD \$110	Total Hrs	Fee
<b>A. Park Planning, Landscape Architecture</b>									
Task 1 - Project Initialization	4	8	20			8	4	44	\$ 7,120
Task 2 - City Project Team Workshop	8	16	36			12	4	76	\$ 12,680
Task 3 - Preliminary Concept Plans	10	100	56			16	2	184	\$ 33,400
Task 4 - Final Concept Plans and Reports	2	40	16			4	1	63	\$ 11,610
Task 5 - Design Development		20	214		16	40	8	298	\$ 46,160
Task 6 - Construction Documents (60% & 90%)	46	132	372	80	200	320	80	1230	\$ 184,100
Task 7 - Final Construction Documents	2	20	80	20	20	80	4	226	\$ 33,200
Task 8 - Construction Period Services	40	80	160	80		20	40	420	\$ 70,000
	<b>112</b>	<b>416</b>	<b>954</b>	<b>180</b>	<b>236</b>	<b>500</b>	<b>143</b>	<b>2541</b>	<b>\$ 398,270</b>
B. Civil Engineering, Geotechnical Services & Traffic Engineering									\$ 227,125
C. Electrical Engineering Services									\$ 43,413
D. Contingency (5%) (Additional services to be defined and authorized)									\$ 33,690
Reimbursable expenses, printing, copying, postage, etc.									\$ 5,000
<b>TOTAL PROPOSED DESIGN FEE</b>									<b>\$ 707,498</b>

May 26, 2023  
Updated October 10, 2023  
**Revised February 6, 2024**



BKF No.20230119-10

**David Volz Design**  
151 Kalmus Drive, Suite M8  
Costa Mesa, CA 92626  
Phone: 714-641-1300

**Attn : David Volz**  
Phone: 714-641-1300  
[DVolz@DVOLZdesign.com](mailto:DVolz@DVOLZdesign.com)  
*Transmitted Via Email*

**Subject: Larry Moore Park Project**  
**155 Riverbank Ln, Paso Robles, CA 93446**  
**Civil Engineering and Land Survey Proposal**

Dear David:

BKF Engineers welcomes the opportunity to submit this proposal for Civil Design and Land Survey services associated the development of the existing Larry Moore Park, located in the City of Paso Robles, California. To arrive at the estimated effort required by our office for this project, we have outlined a proposed scope of services, identified assumptions, and determined a level of effort fee based on our understanding of the project.

## **PROJECT UNDERSTANDING**

Based on your proposal request and information obtained from RFP dated 05/02/2023, we understand the Scope of Work is defined in this document. The project includes:

***This proposal updated to reflect SWAC Environmental Scope / Coordination / 2024 Rates***

The existing project is 20-acres (**see EXHIBIT C**) – [not an 8-acre park] - located on the south side of the City of Paso Robles. On Larry Moore Park the site currently features a small playground, basketball court, general purpose activity field, trails and a restroom.

Larry Moore Park was planned and developed in the 1980's as part of the Riverbank development and designed to serve that neighborhood. The Riverbank development was included in the Paso Robles Landscape and Lighting Maintenance District, with resident assessments intended to help pay for park maintenance costs. After many years of assessments not keeping pace with maintenance costs, the park was in general disrepair

and the restroom and playground closed to the public. In 2016, the City of Paso Robles removed the park and adjacent landscape parkway from the Landscape and Lighting District and accepted Larry Moore Park into the City park system. A new playground was installed and the restroom upgraded and reopened.

Extensive neighborhood outreach was conducted to discuss Larry Moore Park transferring from the Landscape and Lighting District to the City. At one neighborhood meeting the City suggested that Larry Moore Park could be improved with the addition of lighted youth baseball/softball fields and outfield turf areas that could double as a youth soccer field, along with parking enhancements. Some community members were concerned about increased use, vehicle traffic and general safety. The City contracted with a local firm to develop two concept plans and committed to a traffic evaluation prior to moving forward with any park enhancements.

To meet the increasing demand for youth sports field space, the City desires to redevelop the park to include the following minimum park enhancements:

- Two lighted youth baseball/softball fields
- A multi-use sports turf area
- Parking area
- Picnic areas
- A basketball court

Additionally, the City is interested in exploring the possibility of constructing a seasonal concert shell in the southwest area of the park adjacent to the Salinas River.

The conceptual site plans (see **EXHIBIT A1 & A2**) are not to be considered the preferred options or final design, and are solely examples of the incorporation of the majority of elements.

Key to this design process is the development of a budget estimate to include community outreach, construction plans and technical specifications, City Council presentation, traffic study, construction costs and construction administration.

## II. BASIS OF DESIGN

Our proposal is based on the following:

1. EXHIBIT A1 & A2 – Conceptual Site Plans
2. **EXHIBIT B – Topo Survey Limits (for reference only) to be provided by Wallace Engr.**
3. EXHIBIT C – APN Map
4. **EXHIBIT D – Traffic – Not Included**
5. EXHIBIT E – Geotechnical Engineering





## SCOPE OF SERVICES

### TASK 1: INITIAL PLANNING PHASE / TOPO BASEMAP – N.A.P. - By Others

**Other Consultants (Wallace Engr) will provide this Basemap – per separate Contract.**

#### **SCOPE BY OTHERS:**

**Topographic Aerial Basemap Survey – Other consultant surveyor** will provide aerial control and flight panel layout necessary for an aerial survey to be flown at 20-scale with one-foot contour interval. Their sub consultant will fly the site and develop an aerial topographic survey, which can be used as a background for the project base. Their survey field crews will then perform a topographic survey to locate detailed topography within the site area limits. This includes but is not limited to: existing building corners, finish floor elevations, walkways, curbs, gutters, hardscape features, stalls, and trees (typically over 4" diameter – at chest height), along with drip lines (except for trees in parking lots.) This includes supplemental data where critical exit and entry doors connect to the sidewalk where ADA accessibility conformance is vital to the design. The Path of travel (POT) walkway elevations, including any existing ADA Parking Stall elevations. Additionally, they will locate existing visible utilities within and to serve the site and obtain the rim and pipe invert elevation (with pipe sizes) of gravity utilities (sewer and storm drain), that serve, or are directly adjacent to, the site. This 20-scale topo will include 1-foot contours, on a developed surface in AutoCAD 2018 format.

#### **The Record Boundary:**

Their Surveyor will provide project boundary and delineated on the survey. Existing easements will also be identified. Benchmark and Basis of Bearing will be stated and .pdf and .dwg version will both be provided.

**Utility Locating / Research:** Their Surveyor will contact the City and utility companies that serve the site or have utilities within the adjacent streets. They will gather the available record drawings and/or block maps to depict the record location of the utilities superimposed onto the existing topographic basemap survey.

**Floodplain and Regulatory Floodway Mapping:** Their Surveyor will obtain the floodplain and regulatory floodway limits that are available through The National Flood Hazard Layer (NFHL). The NFHL is a geospatial database that contains current effective flood hazard data in terms of latitude and longitude. They will translate the base topographic mapping for the project site from the State Plain Coordinate System into latitude and longitude mapping for consistency with the NFHL floodplain and floodway limits. Once translated, the base topographic mapping for the project will be overlaid onto the NFHL mapping such that the limits of the Special Flood Hazard Areas (SFHA) will be geospatially coincident. The accuracy of the final SFHA plot will be consistent with the accuracy of the Nation Flood Insurance Program data.



## TASK 2: SCHEMATIC DESIGN PHASE

1. **Project Coordination:** BKF will coordinate with the architect and the design team regarding design concepts and electronic data exchange associated with the Schematic Design Phase. Planning documents will be based on the digital site plan and building footprints provided by the Landscape Architect.
2. **Architectural/Development Review Documents:** BKF will prepare preliminary design documents as required for the City Planning Architectural and Development Review process. The following plans will be prepared for the planning submittal:
  - a. **Basis of Design – (BOD)** narrative in .doc format describing the existing conditions and proposed civil design improvements to support the proposed project.
  - b. **Existing Condition Plan** – topographic survey, existing site improvements, and record project boundary – for reference only
  - c. **Preliminary Grading and Drainage Plan** – Using the landscape base, establish preliminary building finish floor and site spot finish grade elevations, show preliminary drainage facilities, locations, and size of proposed water quality basins or BMP's. Overall dimensions of proposed buildings and distances to existing buildings, boundaries, and roadways
  - d. **Composite (Wet) Utility Plan** – Showing preliminary locations and sizes of existing and proposed sewer, water, and storm drain connections to the building.
  - e. **Preliminary Stormwater Control Exhibit** – BKF will prepare a Preliminary Post-Construction Stormwater Runoff Management Plan EXHIBIT. This will address the required treatment of storm water, per City/County.
3. **Preliminary Design Calculations:** BKF will perform preliminary water quality calculations (i.e. impervious areas, tributary drainage areas, storm outfall flows, BMP sizing, etc.) necessary to confirm the preliminary planning design proposed for Design Review. We will also calculate the preliminary earthwork quantities relative to the proposed grading plan.
4. **Submittals:** We have budgeted to provide one (1) formal submittal package to the Architect for initial submittal to the City and one resubmittal to address City comments. Additional site plan revisions and/or resubmittals to the City will be addressed at additional services.

## TASK 3: DESIGN DEVELOPMENT PHASE

1. **Coordination:** Upon City approvals, BKF will take ownership of the digital site plan layout and geometrics. We will coordinate with the team and verify that the proposed plan conforms to existing conditions, boundary, and site constraints. We will coordinate site utility services with any proposed building connection points along the frontages. BKF will verify, based on the available record information, if there are any identifiable conflicts between proposed and existing improvements. We will also determine during this phase if any additional survey is needed to facilitate the design process.



2. **Drawings:** Based on the approved site plan as developed by the architect, BKF will prepare the following documents:
  - Existing Condition Plan / Topography – for reference only
  - Site Demolition Plan
  - Horizontal Control/ Site Improvement Plan
  - Proposed Grading and Drainage Plan
  - Typical Site Sections
  - Composite (Wet) Utility Plan
3. **Submittals:** BKF will provide submittals at the 80% and 100% level of completion.
4. **Specifications:** BKF will provide plan specs and refer to site work 2021 Edition of Standard Specifications for Public Works Construction (the “Greenbook”) for elements included in our scope of work.

#### TASK 4: FINAL WORKING DRAWINGS PHASE

1. **Coordination:** Based on the comments received during Design Development, BKF will prepare documents for construction. We will continue to coordinate utility systems, hardscape, landscape and site grading with the team.
2. **Drawings:** We will prepare the following drawings:
  - Existing Condition Plan / Topography – for reference only
  - Site Demolition Plan
  - Horizontal Control / Site Improvement Plan
  - Precise Grading and Drainage Plan
  - Onsite Sewer & Water Plan
  - Erosion Control Plan
  - Construction Details / Sections
  - Storm Water hydrology and hydraulics Drainage Report
  - Storm Water Pollution Prevention Plan (SWPPP)
3. **Submittals:** BKF will provide Construction Document submittals at the 90% and 100% level of completion.
4. **Project Approval:** BKF will revise the drawings based on agency comments and re-submit for review. We have allocated fee for up to two (2) re-submittals
5. **Specifications:** BKF provide plan specs and will refer to site work 2021 Edition of Standard Specifications for Public Works Construction (the “Greenbook”) for elements included in our scope of work



## TASK 5: CONSTRUCTION BID / CONTRACTS PHASE

1. **Coordination:** BKF will assist in preparing documents for construction bid. We will continue to coordinate utility systems, hardscape, landscape and site grading with the team.
2. **Pre-Bid Conference:** BKF attend an online pre-bid conference if required, with contractors, architect or owner.
3. **Bid Inquires:** BKF will respond in writing to written bid inquires for information associated with the civil design items.
4. **Bid Review:** BKF will assist in post-bid review of those items included in the scope of work.

## TASK 6: PROJECT COORDINATION / MEETINGS : (76) hours

### 1. Online video coordination meetings include : (20) Hours

- A. (12) Monthly Check in Conference Calls, for 12 months = **(12) hour** budget
- B. Design Team meetings, BKF has budgeted for up to **up to eight (8) hours** of combined staff time to attend online milestone meetings during the design phase.

### 2. The other formal in-person meetings will include: (56) hours

- A. (1) one Kick-off on-site meeting = (8) hours
- B. (2) Two meetings with the public, one would be an open house at the site on a Saturday. The other would be to review preliminary concepts; on a weekday evening. = (16) hours
- C. (3) three advisory committee meetings = (24) hours
- D. One city council presentation = (8) hours

## TASK 7: CONSULTANT COORDINATION

1. **Consultant Coordination:** BKF provide additional time outside of regularly scheduled meetings to assure proper project management and coordination of the project documents with other project consultants, contracted by the City, and the design team regarding design concepts and electronic data exchanged.

**NOTE: CONSTRUCTION ADMINISTRATION PHASE (Not Included at this time)**

## SCOPE QUALIFICATIONS AND ASSUMPTIONS

BKF Engineers' services are limited to those expressly set forth in the scope. We understand that BKF will have no other obligations or responsibilities for the project except as provided in this proposal letter, or as otherwise agreed to in writing. BKF will provide the scope of services consistent with, and limited to, the standard of care applicable to such services. Any participation in non-adversarial procedures, or other right to repair items, is considered as additional services. For the scope of work identified, we have assumed the following:



## 1) Basis of Design and Site Information

- a) **Existing Utilities Locations:** Unless otherwise indicated or provided by others, any existing utilities identified on BKF's drawings/plans are based on information obtained by BKF, or provided to BKF, and may not be accurately documented in their horizontal location or vertical profile. Other utilities may be present that were not disclosed. BKF highly recommends that critical facilities be underground service alert (USA) located and potholed during design or prior to construction.
- b) **Potholing:** Potholing services are not included in this proposal unless specifically identified.
- c) **Existing Utility Capacities:** Unless otherwise addressed, existing utilities have adequate capacity to serve the proposed improvements, that they are adjacent to the site frontage and do not require main extensions, and that utility system capacity studies are not required.
- d) **Revised Site Plan:** At the completion of the Design Development phase, the site plan is final and only minor alterations will be made. Any significant changes from the architect or owner may necessitate additional fees.

## 2) Responsibilities

- a) **Civil Engineering Scope Items:** BKF's design tasks are limited to civil work outside of the structure(s) and utility connections 5-feet outside of the structure(s) including: site grading, non-structural concrete pavement, concrete sidewalks, concrete curbs and gutters, asphalt pavement, storm drainage, wastewater, and domestic water/fire water design. BKF will provide horizontal control for the feature locations relative to the project boundary.
- b) **Landscape Architect:** The architect will be responsible for the overall site plan including accessible routes of travel, details of site accessibility signage, parking counts, site coverage calculations, trash areas/enclosures, fencing and walls. A final site plan will be provided by the Architect prior to our beginning the CD phase. All work within any buildings (including any podium, porches, garages, or ramps) will be the architect's scope of work.
- c) **Site Dry Utilities:** All electric, gas, communications, and lighting improvements will be designed by others, unless specifically included in the civil scope of work. A properly licensed fire protection engineer or contractor must provide certification of the fire protection system from the point of connection at the public water main to the building sprinkler system. BKF's limit of utility design ends five feet outside the building envelope.
- d) **Site Landscape/Irrigation:** The landscape architect will provide landscape, irrigation design, and layout and details of walks, plazas, trails, entry monuments, walls, and/or fences. The architect and landscape architect will lead the design development efforts for the design, grading, and detailing of interior courtyards, plaza areas, and hardscape and landscape areas. BKF will utilize the provided design intent and document the exterior site grading and drainage during the Construction Documents phase



- e) **Structural Details:** Structural calculations, design, and details for such items as reinforced concrete slabs, foundations, pads, vaults, footings, ramps, stairs, sound/site walls, and/or retaining walls will be provided by others. This includes structural design and detailing for storm water treatment elements that retain ground, parking, or buildings foundations.
- f) **Mechanical, Electrical and Plumbing (MEP):** All site HVAC, power, gas, fueling, communications, low voltage improvements, and existing water pressures will be coordinated, designed, and documented by others. MEP will also provide preliminary fire service sizing based on the California Plumbing and Fire Code requirements and provide fire service lateral locations and sizes to BKF.
- g) **Joint Trench Design:** The joint trench /electrical designers will lead design of services to the buildings, main extensions, and/or relocation of existing 'dry' utilities (gas, electric, communication, fiber, etc.) unless otherwise contracted. Utility relocation/abandonment required as part of the street vacation process is assumed to be coordinated and processed by the Joint Trench Consultant. BKF will support their efforts and coordinate with the site design. Dry utilities designed by the joint trench consultant will be shown for coordination purposes only on the civil plans.
- h) **Lighting Design & Photometric Analysis:** Others will provide lighting design and photometric analysis for the site and public roadways.
- i) **Mapping:** We have not included time to prepare additional items not contained in the mapping scope of work. Additional mapping services such as subdivision maps, private easement documents, quit claims, ALTA's, right of way dedications, etc. not specifically listed in this proposal are not included.
- j) **Cost Estimating:** The project estimator will provide all cost estimating. BKF will review the SD, DD, and CD Phase estimates for general consistency with the plans and specifications.
- k) **Pump Stations:** If needed, pump station design (electrical, mechanical, plumbing, and sitework) is not included in the basic scope of services. We can provide pump station design service as an additional scope item at your request.
- l) **Fire Systems:** If needed, a separate fire consultant will prepare and process a Fire Master Plan to address all fire department requirements including fire department access, and locations of hydrants and red curbs. A Fire Pressure Network Analysis (if needed) is not included. A separate Underground Fire Water System Plan (if needed) is not included. Fire Hydrant Pressure Testing Data /Analysis is not included. Fire Sprinkler System Plans to be prepared and provided by others.



### 3) Off-Site Improvements/Studies

- a) **Off-Site Improvements:** Off-site improvements are **NOT INCLUDED** in this scope of work. If additional off-site improvements are subsequently required during the planning, entitlement process, or permitting process, we will notify you of the change in scope and provide an additional service request to cover the new scope.

### 4) Meetings

- a) **Meetings:** Meeting time requested beyond what we have budgeted is not included in this proposal.

### 5) Phasing, Delivery and Deliverables

- a) **Phasing:** The project will be constructed in one phase and that construction phasing plan(s), or interim condition plans, will be provided by others unless otherwise indicated in the base scope of work.
- b) **Submittals:** All submittals and the coordination thereof the consultant team and owner will be processed by others unless otherwise specifically indicated in the scope of work.
- c) **Permits:** Unless otherwise specifically delineated in the scope of services, permit processing, applications, fees, and submittals to local, state, and federal agencies and utility purveyors will be provided by others. BKF will submit to the client delineated scope deliverables for client submission to governing agencies.
- d) **Drawings:** All drawings will be prepared in AutoCAD format. We will submit all drawings in both electronic (.dwg and .pdf) format.
- e) **Building Information Modeling (BIM):** We have not included time to convert civil 3D design or existing conditions AutoCAD files into BIM model files.

### 6) Construction

- a) **QSP Services:** We have assumed that the contractor will provide Storm Water Inspection QSP services during construction, for the project including implementation, Annual Reports, and Notice of Termination (NOT), for the SWPPP document.
- b) **Traffic Control Plan and Construction Haul Route Plan:** These will be prepared and coordinated by the Contractor. We can provide this service as an additional scope item at your request.
- c) **Construction Meetings:** We have not included attendance at regularly scheduled construction meetings as part of the scope of services.



## IV. OTHER SERVICES

### TASK A: GEOTECHNICAL ENGINEERING SUBCONSULTANT

1. **Geotechnical Design Services**– BKF will select a qualified Geotechnical Subconsultant to provide a Geotechnical Recommendations Report for the project. **See EXHIBIT D.**
2. **Geotechnical Subconsultant Coordination** – BKF will coordinate with the geotechnical engineer, and the design team regarding design concepts and electronic data exchange associated with the Design Phase. This budget is based upon 15% of the design service fee.

## V. SCHEDULE

We understand that the design phase will commence immediately and that a written Notice to Proceed will be issued within 90-days of this proposal date.

## VI. COMPENSATION

### 1. BASE SCOPE OF WORK

BKF proposes to provide the services on a lump sum basis. We will invoice for our services on a percent complete basis per task summarized as follows:

Task	Description	Fee
1	Initial Planning / Topo Phase	NAP
2	Schematic Design Phase	\$24,500
3	Design Development Phase	\$44,500
4	Final Working Drawing Phase	\$68,500
5	Construction Bid / Contracts Phase	\$4,500
6	Project Coordination / Meetings	\$19,000
7	Consultant Coordination	\$12,500
<b>TOTAL LABOR FEE</b>		<b>\$173,500</b>

**Reimbursable expenses are anticipated and included in the fee above.** These costs are for reproduction, mileage, express and messenger deliveries, and computer deliverable plots.

### 2. OTHER SERVICES:

At your request, BKF can provide the following optional services on a fixed fee basis. We will invoice for our services on a percent complete basis per task summarized as follows:

ITEM	OTHER ITEMS	Fee
A	Geotechnical Engineering & Coordination	\$24,000
<b>TOTAL OTHER ITEMS FEE</b>		<b>\$24,000</b>

**PROJECT TOTAL : \$197,500.00**





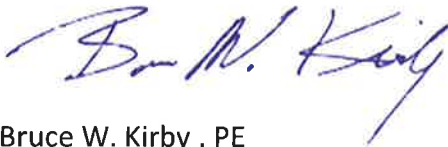
For tasks requested by the owner or architect not defined in this scope of services, BKF will identify them as potential extra work. We can provide a scope and fee for these items or they may be tracked separately as extra work and billed on a time and materials per our attached rate schedule.

If this proposal is acceptable, we look forward to reviewing the terms and conditions in your Professional Service Agreement (PSA) for our review and signature. If requested, we can provide our standard PSA for your review and authorization signature.

Thank you for the opportunity to present this proposal. We look forward to assisting in developing this project. Please contact me at 949.526.8465 if you have any questions regarding our scope of services.

Sincerely,

**BKF Engineers**



Bruce W. Kirby, PE  
Associate Principal / Sr. Project Manager

Notice to Proceed \_\_\_\_\_  
by: (Signature)

Printed Name: \_\_\_\_\_

Representing: \_\_\_\_\_

Dated: \_\_\_\_\_

Cc: Chris Rideout PE, Principal/Vice President

Enclosure: Exhibit A1, A2, B, C, & E



# Attachment 4

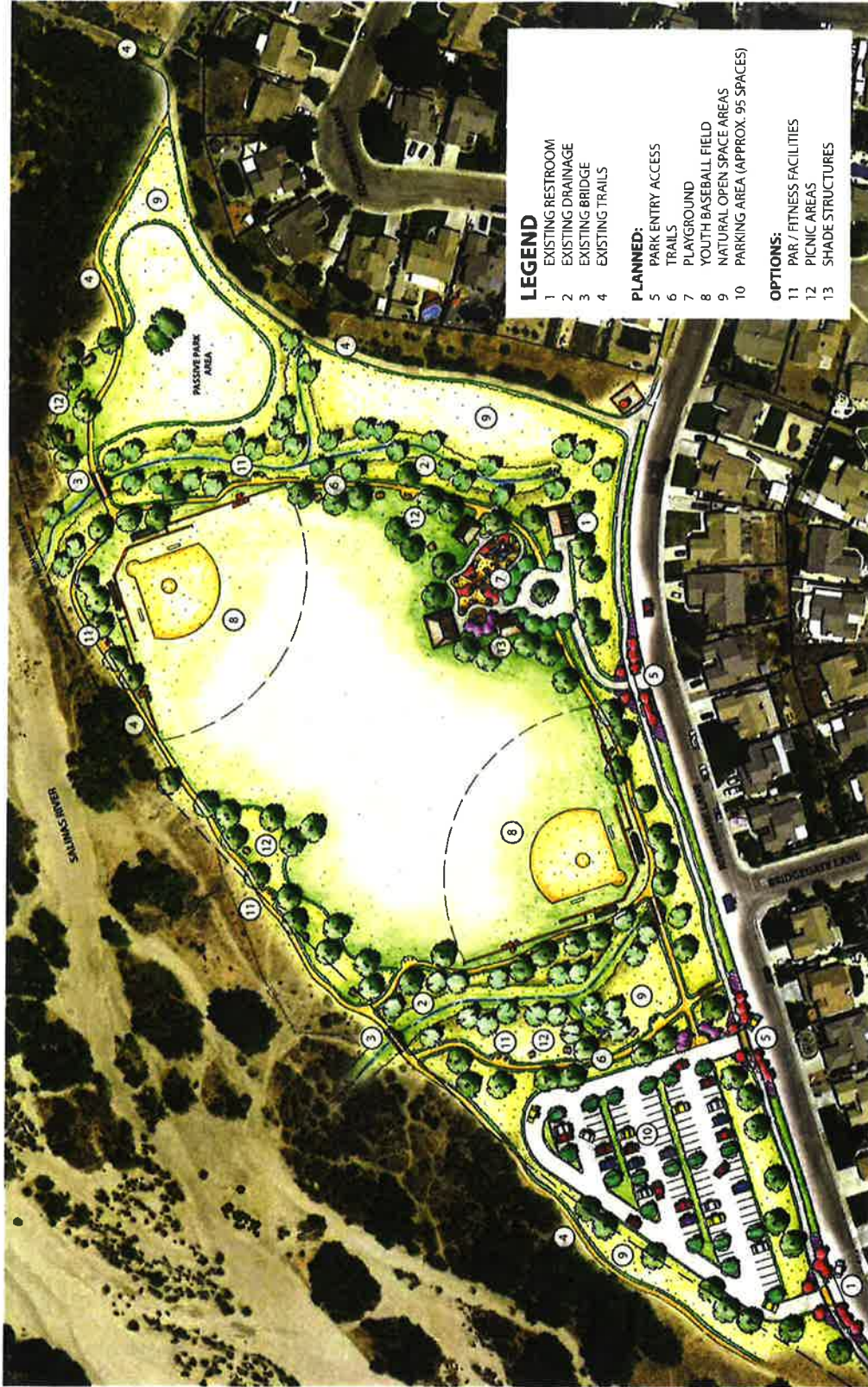
**BKF ENGINEERS PROFESSIONAL SERVICES RATE SCHEDULE**  
EFFECTIVE JANUARY 1, 2024

<u>CLASSIFICATION</u>	<u>HOURLY RATE</u>
<b>PROJECT MANAGEMENT</b>	
Principal	\$302.00
Senior Associate Principal	\$280.00
Associate Principal	\$273.00
Senior Project Manager   Senior Technical Manager	\$265.00
Project Manager   Technical Manager	\$260.00
Engineering Manager   Surveying Manager   Planning Manager	\$239.00
<b>TECHNICAL STAFF</b>	
Senior Project Engineer   Senior Project Surveyor   Senior Project Planner	\$222.00
Project Engineer   Project Surveyor   Project Planner	\$195.00
Design Engineer   Staff Surveyor   Staff Planner	\$170.00
BIM Specialist I, II, III	\$170.00 - \$195.00 - \$222.00
Technician I, II, III, IV	\$162.00 - \$172.00 - \$189.00 - \$203.00
Drafter I, II, III, IV	\$127.00 - \$139.00 - \$150.00 - \$167.00
Engineering Assistant   Surveying Assistant   Planning Assistant	\$106.00
<b>FIELD SURVEYING</b>	
Survey Party Chief	\$222.00
Instrument Person	\$190.00
Survey Chainperson	\$143.00
Utility Locator I, II, III, IV	\$116.00 - \$164.00 - \$197.00 - \$224.00
Apprentice I, II, III, IV	\$88.00 - \$118.00 - \$130.00 - \$138.00
<b>CONSTRUCTION ADMINISTRATION</b>	
Senior Consultant	\$290.00
Senior Construction Administrator	\$253.00
Resident Engineer	\$188.00
Field Engineer I, II, III	\$170.00 - \$195.00 - \$222.00
<b>FUNDING &amp; GRANT MANAGEMENT</b>	
Director of Funding Strategies	\$208.00
Funding Strategies Manager	\$190.00
Funding/Research Analyst I, II, III, IV	\$130.00 - \$150.00 - \$160.00 - \$176.00
<b>PROJECT ADMINISTRATION</b>	
Project Coordinator	\$142.00
Senior Project Assistant	\$122.00
Project Assistant	\$108.00
Clerical   Administrative Assistant	\$90.00

Expert witness rates are available upon request.

Subject to the terms of a services agreement:

- Charges for outside services, equipment, materials, and facilities not furnished directly by BKF Engineers will be billed as reimbursable expenses at cost plus 10%. Such charges may include, but shall not be limited to: printing and reproduction services; shipping, delivery, and courier charges; subconsultant fees and expenses; agency fees; insurance; transportation on public carriers; meals and lodging; and consumable materials.
- Allowable mileage will be charged at the prevailing IRS rate per mile.
- Monthly invoices are due within 30 days from invoice date. Interest will be charged at 1.5% per month on past due accounts.
- The rates shown are subject to periodic increases, including January 1st of each year.



**LEGEND**

- 1 EXISTING RESTROOM
- 2 EXISTING DRAINAGE
- 3 EXISTING BRIDGE
- 4 EXISTING TRAILS

**PLANNED:**

- 5 PARK ENTRY ACCESS
- 6 TRAILS
- 7 PLAYGROUND
- 8 YOUTH BASEBALL FIELD
- 9 NATURAL OPEN SPACE AREAS
- 10 PARKING AREA (APPROX. 95 SPACES)

**OPTIONS:**

- 11 PAR / FITNESS FACILITIES
- 12 PICNIC AREAS
- 13 SHADE STRUCTURES



SCALE: 1" = 40'

**LARRY MOORE PARK**  
CONCEPT MASTER PLAN  
DECEMBER 12, 2015

# EXHIBIT A2



- LEGEND**
- 1 EXISTING RESTROOM
  - 2 EXISTING DRAINAGE
  - 3 EXISTING BRIDGE
  - 4 EXISTING TRAIL
  - 5 EXISTING ON-STREET PARKING
- PLANNED:**
- 6 PARK ENTRY ACCESS
  - 7 NEW CROSSWALK
  - 8 TRAIL
  - 9 PLAYGROUND
  - 10 YOUTH BASEBALL FIELD
  - 11 NATURAL OPEN SPACE AREAS
  - 12 TURF
  - 13 PARKING AREA (APPROX. 83 SPACES)
- OPTIONS:**
- 14 YOUTH BASEBALL FIELD
  - 15 FITNESS STATIONS
  - 16 PICNIC TABLES
  - 17 BENCHES

WALLACE GROUP



SCALE: 1" = 40'

**LARRY MOORE PARK  
CONCEPT MASTER PLAN**  
MARCH 1, 2016

# EXHIBIT B - Site Area



Attachment 4

Google Earth - New Polygon

Name: Moore Pk

Description	Style, Color	View	Altitude	Measurements
Perimeter:			0.95 Miles	
Area:			20.8 Acres	

# EXHIBIT C - APN Map

# Attachment 4

Address 

**155 RIVERBANK LN**

**PASO ROBLES, CA 93446-1906**

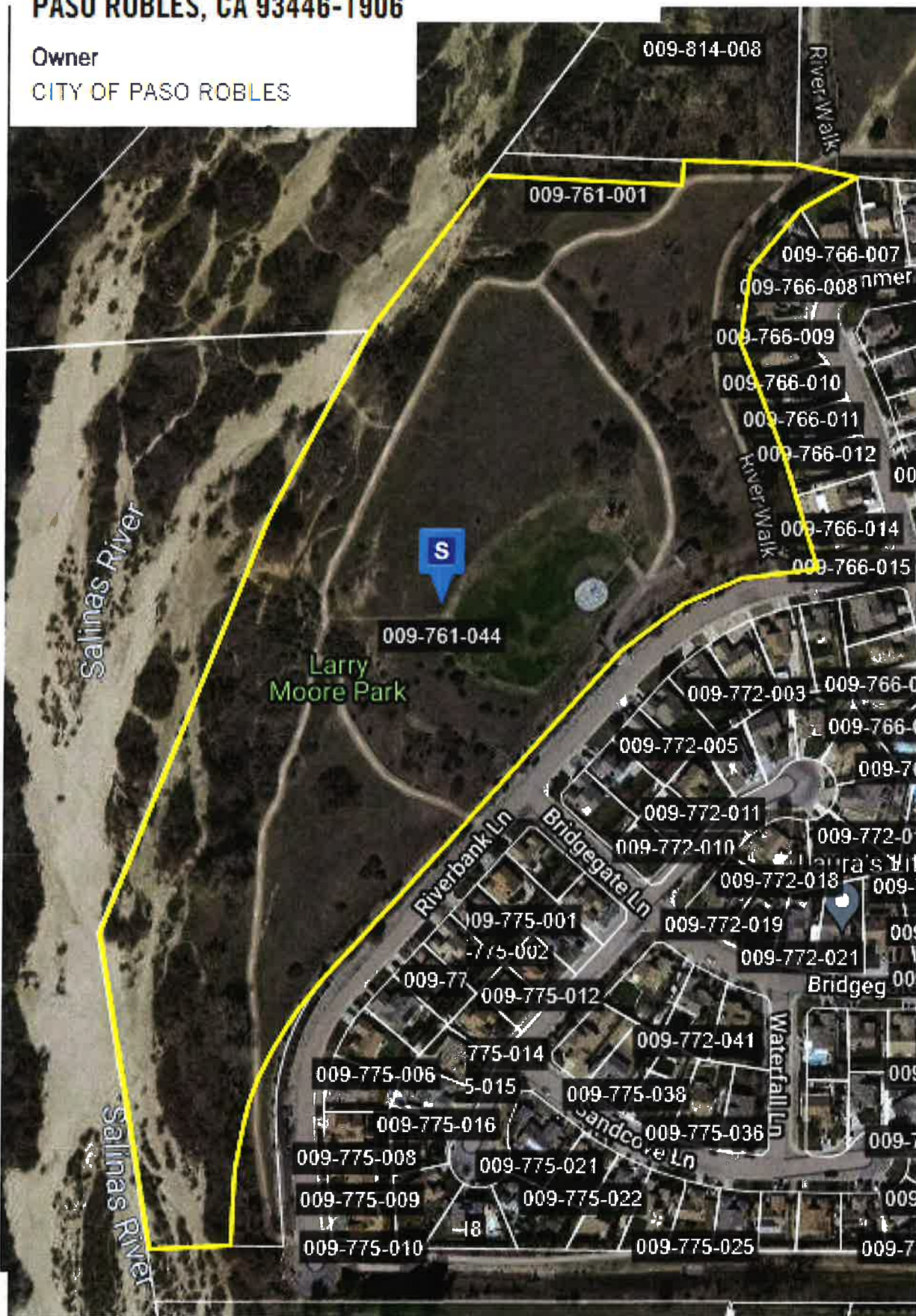
Owner

CITY OF PASO ROBLES

Lot Area

906,484 Sq. Ft.

= 20.1 acres





145 W Walnut St.  
Carson, CA 90248  
(310) 627-3430  
**Terracon.com**

May 26, 2023

BKF Engineers  
4675 MacArthur Court  
Newport Beach, CA 92660

Attn: Mr. Bruce Kirby, P.E.  
P: (949) 573 1369  
E: BKirby@bkf.com

Re: Proposal for Geotechnical Engineering Services  
Larry Moore Park Redevelopment  
155 Riverbank Ln  
Paso Robles, California, 93446  
Terracon Proposal No. PLA235063

Dear Mr Kirby:

We appreciate the opportunity to submit this proposal to BKF Engineers to provide Geotechnical Engineering services for the above referenced project. The following are exhibits are attached to our proposal.

Exhibit A	Project Understanding
Exhibit B	Scope of Services
Exhibit C	Compensation and Project Schedule
Exhibit D	Site Location and Exploration Plan

Our fees to perform Scope of Services is **\$19,800**. See Exhibit C for more details of our fees and consideration of additional services.

Your authorization for Terracon to proceed in accordance with this proposal can be issued by executing a mutually agreed upon Agreement for Services and return it to our office.

Sincerely,  
**Terracon Consultants, Inc.**

Smriti Dhital, P.E.\*  
Staff Engineer  
\*Registered in North Carolina

  
F. Fred Buhamdan, P.E.  
Regional Manager

## EXHIBIT A - PROJECT UNDERSTANDING

Our Scope of Services is based on our understanding of the project as described by BKF and the RFP from the City of El Paso De Robles. We have not visited the project site to confirm the information provided. Aspects of the project, undefined or assumed, are highlighted as shown below. We request the design team verify all information prior to our initiation of field exploration activities.

### Site Location and Anticipated Conditions

Item	Description
<b>Parcel Information</b>	The project site is located at 155 Riverbank Ln, Paso Robles, California 93446 Approximate coordinates of the site are: 35.6088°N, 120.6879°W.
<b>Existing Improvements</b>	The proposed development is located within the existing park which consists of playground, basketball court, field, trails and restrooms. There is an existing drainage that passes through the existing park connects the Salinas River which resides west of the park to the eastern side of the park across the intersection from Bridgegate lane.
<b>Current Ground Cover</b>	Earth and light vegetations
<b>Existing Topography</b>	The site slopes down from east to west. The proposed development area has an approximate elevation ranging between 707 feet near the riverbank lane road on the east and 690 feet near Salinas River on the west.
<b>Site Access</b>	We expect the site, and all exploration locations for the borings, are accessible with our limited access drilling equipment.
<b>Seismic Hazards</b>	<p>Based on our review of the State Fault Hazard Maps, the project site is not located within the Alquist-Priolo Earthquake Fault Zones.</p> <p>The site is not located near a liquefaction hazard zone as designated by the Liquefaction and Landslide hazard map prepared by the county of San Luis Obispo. Furthermore, due to the nature of the development we are assuming that liquefaction analysis is not required.</p>



## Proposal for Geotechnical Engineering Services

Larry Moore Park Redevelopment ■ Paso Robles, California, 93446

May 26, 2023 ■ Terracon Proposal No. PLA235063

## Planned Construction and Project Understanding

Item	Description
<b>Project Assumption and Understanding</b>	<p>According to the provided RFP, the following park improvements are proposed:</p> <ul style="list-style-type: none"> <li>• Two lighted baseball fields</li> <li>• Multi use turf area</li> <li>• Parking area</li> <li>• Picnic area</li> <li>• Basketball court</li> </ul> <p>It is our understanding that the City is planning on constructing a seasonal concert shell. Our scope does not include exploration associated with this development.</p>
<b>Structures</b>	<p>The proposed playground equipment, or picnic shelter will be supported on a shallow foundation system. In addition, light poles are planned within the baseball fields.</p>
<b>Finished Floor Elevation (assumed)</b>	<p>Assumed to be within 5 to 10 feet of existing grade.</p>
<b>Maximum Loads (assumed)</b>	<p>Picnic shelters and restrooms:</p> <ul style="list-style-type: none"> <li>■ Columns: 10 - 50 kips</li> </ul> <p>Field Lights:</p> <ul style="list-style-type: none"> <li>■ Axial Load – 80 kips</li> <li>■ Shear: 80 kips</li> <li>■ Uplift: 80 kips</li> <li>■ Moment: 2000 ft-kips</li> </ul>
<b>Grading/Slopes</b>	<p>We assume grading will minimal.</p>
<b>Paving</b>	<p>It is our understanding that new pavements will be constructed and are included in this project.</p>
<b>Traffic Loads (assumed)</b>	<p>We assume both rigid (concrete) and flexible (asphalt) pavement sections should be considered. Please confirm this assumption.</p> <p>Anticipated traffic is as follows:</p> <ul style="list-style-type: none"> <li>■ Automobile Parking Area: Traffic Index of 4.5</li> <li>■ Driving Lanes: Traffic Index of 5.5</li> </ul>
<b>Infiltration Systems</b>	<p>It is our assumption that infiltration systems are anticipated onsite. The location, type, and depth of these systems was not provided at the time of preparation of this proposal. We have included percolation testing as a separate line item in this proposal.</p>
<b>Retaining walls</b>	<p>It is assumed that retaining wall is not part of the proposed construction.</p>

## EXHIBIT B – SCOPE OF SERVICES

Our proposed Scope of Services consists of field exploration, laboratory testing, and engineering/project delivery. We understand that conceptual site plan provided to Terracon will remain the same. Should the proposed plan change, Terracon should be notified as additional scope and fees may be warranted based on the additional structures.

### Field Exploration

Based on the site plan, the scope is as follows:

Number of Borings	Planned Boring Depth (feet) <sup>1</sup>	Planned Location
4	15 feet or auger refusal	Proposed playground lights and structures
3 <sup>2</sup>	5 to 10 feet or auger refusal	Proposed parking areas

1. Below ground surface.
2. The borings will be utilized for infiltration testing.

**Boring Layout and Elevations:** We use handheld GPS equipment to locate borings with an estimated horizontal accuracy of +/-20 feet. Field measurements from existing site features may be utilized. If available, approximate elevations are obtained by interpolation from a site specific, surveyed topographic map.

**Permits:** If any environmental permits with regulatory agencies are required for this task Terracon will not be responsible to obtain these permits and will be obtained by others. The County of San Luis Obispo Department of Environmental Health requires a drilling permit for borings exceeding 25 feet in depth or entering groundwater. The proposed borings are shallower than 25 feet and according to data collected from the Water Data Library for the State of California from a nearby well, located approximately 1 mile south of the site with State Well Number 355878N1206914W001, historic groundwater levels between April 2000 and October 2016 were recorded at be greater than 30 feet bgs.<sup>1</sup> Thus, permit will not be obtained prior to drilling.

**Subsurface Exploration Procedures:** We will advance soil borings with a limited access for, drill rig using continuous flight hollow stem augers. Standard Penetration Testing (SPT) and sampling using either standard split-spoon or Modified California samplers will be performed at approximately 2-½ foot intervals for the upper 10 feet followed by samples at 5-foot intervals to the maximum depths drilled. Test samples will be collected during drilling in general accordance

<sup>1</sup> Groundwater elevation was obtained from the Water Data Library for the State of California Well ID T899 ([http://wdl.water.ca.gov/waterdatalibrary/groundwater/hydrographs/brr\\_hydro.cfm?CFGRIDKEY=37361](http://wdl.water.ca.gov/waterdatalibrary/groundwater/hydrographs/brr_hydro.cfm?CFGRIDKEY=37361)).

## Proposal for Geotechnical Engineering Services

Larry Moore Park Redevelopment ■ Paso Robles, California, 93446

May 26, 2023 ■ Terracon Proposal No. PLA235063

with the appropriate ASTM methods. Bulk samples will be collected from the upper soils of each boring. In addition, we will observe and record groundwater levels during and after drilling. Once the samples have been collected and classified in the field, they will be placed in appropriate sample containers for transport to our laboratory. If auger refusal is encountered shallower than 10 feet, we will conduct one offset boring to further assess the refusal materials.

Our exploration team will prepare field boring logs as part of standard drilling operations including sampling depths, penetration distances, and other relevant sampling information. Field logs include visual classifications of materials encountered during drilling, and our interpretation of subsurface conditions between samples. Final boring logs, prepared from field logs, represent the Geotechnical Engineer's interpretation, and include modifications based on observations and laboratory tests.

**Percolation Testing:** Three (3) in-situ percolation tests will be conducted for, within the planned shallow borings to approximate depths of 5 and 10 feet bgs. Percolation tests will target depths of 0 to 5 feet and 5 to 10 feet below existing site grades. Upon completion of drilling and sampling, a 2-inch thick layer of gravel will be placed in the bottom of the percolation test borings. A 3-inch diameter PVC pipe will be installed on top of the gravel layer in each boring. Gravel will be used to backfill between the pipes and the boring sidewall. The borings then will be filled with water for the minimum pre-soak period. At the beginning of each test, the pipes will be refilled with water and readings will be taken at standardized time intervals.

**Property Disturbance:** We will backfill borings with auger cuttings upon completion. Our services do not include repair of the site beyond backfilling our boreholes. Excess auger cuttings will be dispersed in the general vicinity of the borehole. Because backfill material often settles below the surface after a period, we recommend boreholes are checked periodically and backfilled, if necessary. We can provide this service, or grout the boreholes for additional fees, at your request.

The backfill material often settles below the surface after a period, we recommend boreholes to be periodically checked and backfilled, if necessary. We can provide this service at your request. Terracon will take reasonable efforts to reduce damage to the property, such as rutting of the ground surface. However, it should also be understood that in the normal course of our work some such disturbance could occur. Our services do not include repair of the site beyond backfilling our boreholes.

## Safety

Terracon is not aware of environmental concerns at this project site that would create health or safety hazards associated with our exploration program; thus, our Scope considers standard OSHA Level D Personal Protection Equipment (PPE) appropriate. Our Scope of Services does not include environmental site assessment services, but identification of unusual or unnatural materials encountered while drilling will be noted on our logs and discussed in our report.

## Proposal for Geotechnical Engineering Services

Larry Moore Park Redevelopment ■ Paso Robles, California, 93446

May 26, 2023 ■ Terracon Proposal No. PLA235063

Client shall secure all necessary site related approvals, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Terracon will be responsible for supervision and site safety measures for our crew but shall not be responsible for the supervision or health and safety precautions for any third parties, including Client's contractors, subcontractors, or other parties present at the site. In addition, Terracon retains the right to stop work without penalty at any time if Terracon believes it is in the best interests of our crew or our subcontractors to do so in order to reduce the risk of exposure to the coronavirus. Client agrees it will respond quickly to all requests for information made by Terracon related to our pre-task planning and risk assessment processes. Client acknowledges its responsibility for notifying Terracon of any circumstances that present a risk of exposure to the coronavirus or individuals who have tested positive for COVID-19 or are self-quarantining due to exhibiting symptoms associated with the coronavirus.

Exploration efforts require borings into the subsurface, therefore Terracon will comply with local regulations to request a utility location service through Underground Services Alert (USA) for location of utilities in public easements.

Private utilities should be marked by the owner/client prior to commencement of field exploration. Terracon will not be responsible for damage to private utilities not disclosed to us. If the owner/client is unable to accurately locate private utilities, Terracon will assist the owner/client by coordinating or subcontracting with a private utility locating services. Fees associated with the additional services are not included in our current Scope of Services. The detection of underground utilities is dependent upon the composition and construction of the utility line; some utilities are comprised of non-electrically conductive materials and may not be readily detected. The use of a private utility locate service would not relieve the owner of their responsibilities in identifying private underground utilities.

**Site Access:** Terracon must be granted access to the site by the property owner. By acceptance of this proposal, without information to the contrary, we consider this as authorization to access the property for conducting field exploration in accordance with the Scope of Services.

Our scope of services does not include services associated with site clearing, wet ground conditions, tree or shrub clearing, or repair of/damage to existing landscape. If such services are desired by the owner/client, we should be notified so we can adjust our scope of services.

### Laboratory Testing

The project engineer will review field data and assign laboratory tests to understand the engineering properties of various soil strata. Exact types and number of tests cannot be defined until completion of field work. The anticipated laboratory testing may include the following:

- Water content
- Unit dry weight
- Atterberg limits

## Proposal for Geotechnical Engineering Services

Larry Moore Park Redevelopment ■ Paso Robles, California, 93446

May 26, 2023 ■ Terracon Proposal No. PLA235063

- Grain size analysis

Our laboratory testing program often includes examination of soil samples by an engineer. Based on the material's texture and plasticity, we will describe and classify soil samples in accordance with the Unified Soil Classification System (USCS).

### Engineering and Project Delivery

Results of our field and laboratory programs will be evaluated by a professional engineer. The engineer will develop a geotechnical site characterization, perform the engineering calculations necessary to evaluate foundation alternatives, and develop appropriate geotechnical engineering recommendations of the project.

Your project will be delivered using our **GeoReport®** system. Upon initiation, we provide you and your design team the necessary link and password to access the website (if not previously registered). Each project includes a calendar to track the schedule, an interactive site map, a listing of team members, access to the project documents as they are uploaded to the site, and a collaboration portal. The typical delivery process includes the following:

- Project Planning – Proposal information, schedule and anticipated exploration plan will be posted for review and verification
- Site Characterization – Findings of the site exploration
- Geotechnical Engineering – Recommendations and geotechnical engineering letter report

When utilized, our collaboration portal documents communication, eliminating the need for long email threads. This collaborative effort allows prompt evaluation and discussion of options related to the design and associated benefits and risks of each option. With the ability to inform all parties as the work progresses, decisions and consensus can be reached faster. In some cases, only minimal uploads and collaboration will be required, because options for design and construction are limited or unnecessary. This is typically the case for uncomplicated projects with no anomalies found at the site.

When services are complete, we upload a printable version of our completed geotechnical engineering report, including the professional engineer's seal and signature, which documents our services. Previous submittals, collaboration and the report are maintained in our system. This allows future reference and integration into subsequent aspects of our services as the project goes through final design and construction.

Terracon will provide a geotechnical engineering which will include the following:

- Boring logs with field and laboratory data
- Stratification based on visual soil (and rock) classification
- Groundwater levels observed during and after completion drilling

## Proposal for Geotechnical Engineering Services

Larry Moore Park Redevelopment ■ Paso Robles, California, 93446

May 26, 2023 ■ Terracon Proposal No. PLA235063

- Site and Boring location plans
- Subsurface exploration procedures
- Description of subsurface conditions
- Recommendations for shallow foundation and engineering design parameters
- Seismic site classification
- Subgrade preparation/earthwork recommendations
- Recommended pavement options and design parameters
- Infiltration Design and Drainage Considerations

### Additional Services

In addition to the services noted above, the following are often associated with geotechnical engineering services. Fees for services noted above do not include the following:

**Review of Plans and Specifications:** Our geotechnical report and associated verbal and written communications will be used by others in the design team to develop plans and specifications for construction. Review of project plans and specifications is a vital part of our geotechnical engineering services. This consists of review of project plans and specifications related to site preparation, foundation, and pavement construction. Our review will include a written statement conveying our opinions relating to the plans and specifications' consistency with our geotechnical engineering recommendations.

**Observation and Testing of Pertinent Construction Materials:** Development of our geotechnical engineering recommendations and report relies on an interpretation of soil conditions. This is based on widely spaced exploration locations, and assuming construction methods will be performed in a manner sufficient to meet our expectations and is consistent with recommendations made at the time the geotechnical engineering report is issued. We should be retained to conduct construction observations, and perform/document associated materials testing, for site preparation, foundation, and pavement construction. This allows a more comprehensive understanding of subsurface conditions and necessary documentation of construction, to confirm and/or modify (when necessary) the assumptions and recommendations made by our engineers.

**Perform Environmental Assessments:** Our Scope for this project does not include, either specifically or by implication, an environmental assessment of the site intended to identify or quantify potential site contaminants. If the client/owner is concerned about the potential for such conditions, an environmental site assessment should be conducted. We can provide a proposal for an environmental assessment, if desired.

## EXHIBIT C – COMPENSATION AND PROJECT SCHEDULE

### Compensation

Based upon our understanding of the site, the project as summarized in Exhibit A, and our planned Scope of Services outlined in Exhibit B, our base fees based on prevailing wage for our drilling subcontractor and are shown in the following table:

Task	Lump Sum Fee
Subsurface Exploration, Permit, Laboratory Testing, Geotechnical Consulting & Reporting	\$18,300
Percolation Testing	\$1,500
<b>Total:</b>	<b>\$19,800</b>

Unless instructed otherwise, we will submit our invoice(s) to the address shown at the beginning of this proposal. If conditions are encountered that require Scope of Services revisions and/or result in higher fees, we will contact you for approval, prior to initiating services. A supplemental proposal stating the modified Scope of Services as well as its effect on our fee will be prepared. We will not proceed without your authorization.

### Project Schedule

We developed a schedule to complete the Geotechnical Scope of Services based upon our existing availability and understanding of your project schedule. However, this does not account for delays in field exploration beyond our control, such as weather conditions, permit delays, or lack of permission to access the boring locations. In the event the schedule provided is inconsistent with your needs, please contact us so we may consider alternatives.

<b>GeoReport® Delivery</b>	<b>Posting Date from Notice to Proceed <sup>1, 2, 3</sup></b>
Project Planning	2 days
Site Characterization	10-15 days after drilling
Geotechnical Engineering	15-20 days after drilling

1. Upon receipt of your notice to proceed we will activate the schedule component of our **GeoReport®** website with specific, anticipated calendar days for the three delivery points noted above as well as other pertinent events such as field exploration crews on-site, etc.
2. We will maintain a current calendar of activities within our **GeoReport®** website. In the event of a need to modify the schedule, the schedule will be updated to maintain a current awareness of our plans for delivery.
3. Days reflect business days.



Date: January 24, 2024

Company: David Volz Design  
151 Kalmus Drive, Suite M8  
Costa Mesa, CA 92626

Attention: **David Volz**

Subject: **Larry Moore Park – Paseo de Robles**  
Our Proposal #P-2316182

## PROJECT SCOPE

Provide Construction document design and specifications for Larry Moore Park – Paseo de Robles. Scope of work is to provide security lighting for the park and parking lot. Sports are lighting will be provided for the sports fields along with a soccer overlay. New electrical service will be designed as part of the scope.

## SERVICES INCLUDED

- 1) (1) Pre-design site visit for verification of existing conditions
- 2) Up to (4) Regularly scheduled coordination conference calls
- 3) Electrical specifications provided in book format
- 4) Licensed Professional Engineers stamp and signature
- 5) Completion of applicable governing agency comments (plan check comments)
- 6) Review of quantities and scope within construction costs estimates provided by architect
- 7) Engineering calculations required to generate electrical design
- 8) Provide Conditions of Approval Site plan with Photometrics and Site Visit to document existing conditions
- 9) Electrical site plan including the following:
  - a) Site lighting layout, circuiting, and control wiring diagram for general lighting purposes
  - b) Site lighting layout, circuiting and control wiring for sports fields
  - c) Point by Point of site lighting foot candle levels
  - d) Schedule of lighting fixtures
  - e) Energy code lighting compliance forms
  - f) New service entrance and main meter sections design
  - g) Distribution and branch panel locations
  - h) Single line diagram
  - i) Load schedules
  - j) Panel schedules
  - k) Convenience receptacle layout and circuiting
  - l) Voltage drop calculations



- 10) Signal plan(s) including the following:
  - a) Coordination with low voltage designer or vendor for pathways, power requirements and device locations only for telephone, data, security and A/V systems as required
- 11) Utility Coordination including the following:
  - a) Electrical utility coordination including the following:
    - i) Coordination of power service with serving utility
    - ii) Completion of all paperwork and plan submittals with power company
    - iii) Site meeting with power company
  - b) Fiber optic site plan including the following:
    - i) Coordination of fiber optic service with serving utility
    - ii) Completion of all paperwork and plan submittals with fiber optic company
    - iii) Site meeting with fiber optic company
  - c) Telephone site plan including the following:
    - i) Coordination of telephone service with serving utility
    - ii) Completion of all paperwork and plan submittals with telephone company
    - iii) Site meeting with telephone company
- 12) Deliverables as follows:
  - a) Progress sets at the request of client - .pdf electronic files
  - b) For submission/re-submission to Plan Check - .pdf electronic files
- 13) Bidding support services:
  - a) Provide response to RFIs to Architect
  - b) Provide clarifications and revisions to drawings and/or specifications when required
- 14) Construction administration support services:
  - a) Provide response to RFIs to Architect
  - b) Review and return to the Architect, shop drawings and submittals
  - c) Review and return to the Architect, shop drawings and submittals
    - i) Submittals will be returned no later than 5 business days unless otherwise coordinated with the project team. If longer review is needed, DWE will inform the project team.
  - d) (1) Final site visit with “punch list”
  - e) Prepare As-Built/record drawings based on contractor notes and redlines

## SERVICES NOT INCLUDED

- 1) LEED Documentation, Credit Analysis or Credit Templates
- 2) Commissioning and/or Energy Code acceptance testing services
- 3) Documenting existing Electrical systems beyond major components. Major components consist of Electrical equipment. If accurate As-Built or record drawings are not provided, and additional time is required to verify size and location of lighting and electrical wiring, additional fees will be required.
- 4) Background generation
- 5) Site improvements
- 6) Project meetings, construction site visits, or recurring coordination meeting conference calls beyond those listed in scope
- 7) Detailed estimate of probable construction cost
- 8) Revisions to our plans after plan check approval due to changes in design, such as floor plan and site plan modifications, or additional scope changes



- 9) Calculation of plan check and/or building permit fees or payment thereof
- 10) Delivery of plans to City or County agencies
- 11) Printing of additional sets of drawings other than listed in scope
- 12) Material and equipment take-offs for bidding
- 13) Construction contract bid negotiation process
- 14) Electrical services for building other than those listed in scope of work
- 15) Preparation of multiple drawings or drawing set for separate construction phasing unless specifically indicated in Project Scope or Services Included
- 16) Sub-contracts with any other consultants such as Structural Engineers, or Architects for out of scope work such as equipment platforms and support or site lighting pole base calculations
- 17) Verifying locations of existing underground utilities which transit the site
- 18) Design of solar photovoltaic systems and energy storage systems and calculations
- 19) Temporary power design
- 20) Load monitoring of existing electrical systems or circuit tracing of existing circuits and feeders
- 21) Public street lighting, traffic control, street improvements and offsite utilities
- 22) Arc flash hazard analysis and protective device coordination study
- 23) Application or documentation for rebate program(s) other than listed in scope
- 24) Any coordination or permit application/acquisition for local department of transportation and/or any other agency not shown in the “inclusions” portion of the Scope of Work
- 25) Low voltage systems design and equipment specifications including the following:
  - a) Voice/Data, Network and Intercom systems
  - b) CCTV and Cable television systems
  - c) Building and site Fire alarm system
  - d) Security and Access Control systems
  - e) Audio/Video and Music/paging systems

## DRAWING DESIGN FORMAT

Software used to for construction drawings will be based on the following:  
**AutoCad® version 2019 or later**

## PROVIDED BY CLIENT

- 1) Record drawings of existing MEP systems
- 2) Project street address
- 3) Computer drawings files and associated support files as well as drawing format requirements
- 4) Catalog cuts of specific fixtures or equipment requested by your office or owner
- 5) Requirements of all equipment specified by your office and/or other consultants to be connected to electrical service
- 6) Format for book form specifications including font type, header and/or footer layout
- 7) Name, address and telephone number of any available project contacts (i.e. additional consultants, plan check, owner’s representative)
- 8) Restrictions or requirements to the property put in effect through conditional use permits or other likewise attachments to this property
- 9) Civil CAD file with overhead and underground utilities shown
- 10) PDF and CAD files of required drawings such as electrical, communications and civil



## FEE

We propose to provide services as outlined in the proposal for subject project for the sum of **\$37,750.00**.

The breakdown of fees is as follows:

Electrical Design Documents	\$22,950.00
Dry Utility Coordination	\$10,040.00
Construction Administration	<u>\$4,760.00</u>
Total Fee	<b>\$37,750.00</b>

## NOTES

- 1) Attendance at design meetings, other than listed above, will be performed for the additional fee of \$950.00 per meeting up to two hours. Meeting time in excess of two hours will be billed at \$170.00 per hour.
- 2) Attendance at site meeting(s), other than listed above, will be performed for the additional fee of \$1,500.00 per trip for up to two hours. Site meeting time in excess of two hours will be billed at \$170.00 per hour.
- 3) Design West Engineering shall be provided by the client such information as is available to the client and the clients' consultants and contractors and shall be entitled to rely upon the accuracy and completeness thereof.
- 4) Design West Engineering's fees are based on the understanding that the existing utilities and equipment have adequate capacity unless noted otherwise above. Any additional engineering required for upgrade will be provided at our regular hourly rates. Any services required during construction, outside of those listed previously, will be performed at our regular hourly rates.
- 5) If either party to this contract brings action to enforce this contract, the prevailing party shall recover its attorney's fees and cost from the losing party.

## REIMBURSABLE EXPENSES

The following expenses, if incurred and paid by consultant while rendering services under this agreement shall be reimbursed by the client:

- 1) Reproduction expenses over and above standard design development coordination shall be billed at \$10.00 a sheet
- 2) Travel expenses for mileage, which shall be billed at \$0.66/mile
- 3) Postage, shipping and handling of any requested expedited delivery
- 4) Outside services or consultants as required and approved in advance
- 5) Other such expenses as may be approved in advance

All reimbursable expenses shall be approved in advance. Payment for reimbursable expenses, as described herein, shall be computed at one and ten hundredths (1.10) times the amounts expended by the consultant for such services, in the interest of the project.



## TERMS AND CONDITIONS

The following Terms and Conditions will govern all services performed on behalf of Client and are hereby incorporated into the Engineering Services Fee Proposal.

- 1) **Design Services.** Design documents including plans, specifications and reports represent Design West Engineering's ("DWE") judgment as a design professional with respect to the proper installation of equipment and components of the work. It is recognized, however, that DWE does not have control over contractor's proper performance of the work, including but not limited to the contractor's means, methods, techniques, sequences and procedures of construction. Accordingly, DWE cannot and does not warrant or represent that equipment and components of the work will not vary from the requirements of the contract documents or comply with applicable codes. DWE does not perform any work of a contractor and its Design Services are limited to design, plans, and oversight only. No withholding, deductions or offsets shall be made from DWE's compensation for any reason unless DWE has been found to be legally liable for such amounts. Payment of DWE's fees shall be a condition precedent to bringing any action or suit against DWE.
- 2) **Payment.** All fees and other charges will be billed to Client monthly and will be due and payable no later than 30 days after the date of invoice. Payment to DWE will not be withheld, postponed or made contingent on the construction, completion or success of the project or upon receipt by the Client of project funds, offsetting reimbursements, or credits from other parties. Client shall pay DWE upon completion of project. If invoice from DWE has not been provided, Client shall notify DWE to complete invoicing.
- 3) **Contingency Fund.** The Client and DWE agree that changes may be required to the plans and specifications during the various phases of design, development, and construction, and therefore the cost of the project may exceed the estimated construction cost. The Client will set aside a reserve in the amount of 10% of the estimated construction cost as a contingency reserve to be used, as required, to pay for any such changes. The Client waives any claim against DWE or DWE's subconsultants with respect to any increased costs to the extent of the contingency reserve due to such changes or due to claims made by the construction contractors relating to such changes.
- 4) **Additional Services.** Any services not explicitly described as being performed by DWE or its subconsultants are excluded. If agreed to in writing by Client and DWE, DWE will provide additional services. Client will pay DWE for such additional services in accordance with DWE's current fee schedule or as otherwise agreed by Client and DWE in writing. These Terms and Conditions will apply to all additional services provided by DWE. In the case of additional services added to the Engineering Fee Proposal, DWE's liability shall be limited to the extent of the additional fee for the specific additional services added.
- 5) **Professional Standards.** Subject to all conditions set forth herein, DWE will only be liable for breaching its obligation to perform its services to the level of competency maintained by other practicing engineering professionals in the same or similar community performing the same services at the same time as they were performed by DWE. DWE makes no warranties, either express or implied. DWE does not guarantee the completion or quality of performance of contracts by the construction contractor or subcontractors, or other third parties, nor accepts responsibility for their acts, omissions or any safety precautions.
- 6) **Independent Contractor.** The relationship of DWE to Client shall at all times be that of an independent contractor. DWE shall not be liable for the acts of Client or its agents in performing Work.
- 7) **Document Ownership.** DWE holds copyright for all tracings, calculations, and other original documents



produced by DWE and such documents shall be the property of DWE, except when otherwise provided by law, governmental requirement, or by prior agreement, these documents become public property or the property of the Client. A limited license is granted to use the documents for the specific purposes and project covered by the Agreement. Reproduction of these documents either in hard copy or soft copy (including posting on the web) is prohibited without copyright permission. No right to create modifications or derivatives of DWE documents is granted pursuant to this limited license. You may not remove any copyright or other proprietary notices contained in the documents and information. Any product, process or technology described in the documents may be the subject of other Intellectual Property rights reserved by DWE. The drawings, specifications, and reproductions thereof are instruments of service to be used only for the specific project covered by the Agreement between the Client and DWE. DWE assumes no liability for misinterpretation, modification, or misuse by others of any instruments of service prepared by DWE in accordance with its services.

- 8) **Electronic Documents.** If DWE provides Client any design documents, including but not limited to plans and specifications, in electronic form (“Electronic Documents”), acceptance and use of the Electronic Documents by Client shall be at Client’s sole risk and Client will: (a) Waive and covenant not to sue DWE alleging any inaccuracy or defect in the Electronic Documents; (b) Agree that DWE makes no representation with regard to the compatibility of the Electronic Documents with Client’s software or hardware; and (c) to the fullest extent permitted by law, indemnify, hold harmless, reimburse and defend DWE from, for and against any alleged claim, damage, liability, or cost, including but not limited to attorneys’ fees, that may arise from Client’s use of the Electronic Documents or any subsequent modification of the Electronic Documents by any person or entity.
- 9) **Schedule.** DWE will perform its services with reasonable diligence consistent with sound professional practice as ordinarily provided by engineers practicing in the same or similar locality under the same or similar circumstances. Client will require its other consultants and contractors to incorporate into their schedule’s reasonable periods of time for DWE to perform its services and will require that they coordinate their services with DWE’s services. Client is aware that many factors outside DWE’s control may affect DWE’s ability to timely perform and complete its services and Client agrees that DWE is not responsible for damages arising directly or indirectly from any delays, including but not limited to liquidated damages.
- 10) **Cost Estimates.** Any cost estimates provided by DWE will be based on DWE’s professional experience and judgment. However, Client agrees that DWE has no control over market conditions or bidding procedures and, as a result, DWE does not warrant that bids or construction costs will not vary from DWE’s cost estimates.
- 11) **Construction Support.** If specifically included in the scope of DWE’s services, construction support services will be performed solely for the purpose of reviewing portions of the work for general conformance with the design concept set forth in the contract plans and specifications. These services are different from inspection or other quality-control services. The Client shall coordinate the contractor’s involvement in any DWE construction support services and shall provide DWE all necessary contracts and documents to perform the same. DWE will not provide any administration of the contract between the contractor and the Client. DWE is not a contractor and does not provide the services of a contractor under any circumstances. DWE will not supervise, direct or have control over any contractor’s work, nor will DWE have any responsibility for the means, methods, techniques, sequences or procedures of construction selected by the contractor, nor will DWE be responsible for the contractor’s safety precautions and programs in connection with the work, nor will DWE be responsible for the contractor’s failure to perform the work in accordance with the requirements of the contract



documents or applicable building or structural codes, nor will DWE be responsible for the acts or omissions of the Contractor or of any other persons or entities performing portions of the work, all of which are the sole responsibility of the contractor or its agents.

- 12) **Submittal Review.** DWE will review and render appropriate services on shop drawings, product data, samples, and other submittals required by the contract documents. Such review shall be solely for general conformance with the design concept and the information shown on the contract documents. DWE's review will not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, compliance with applicable building or structural codes, coordination of the work of other trades or construction safety precautions, all of which are the sole responsibility of the contractor. DWE's review will be conducted with reasonable promptness (no more than 5 business days from when DWE receives the submittal) while allowing sufficient time in DWE's judgment to permit adequate review. Review of a specific item shall not indicate acceptance of an assembly of which the item is a part. DWE will not review and will not be responsible for any deviations from the contract documents not clearly identified in writing on the submittal by the contractor, nor will DWE be required to review partial submissions or those for which submissions for correlated items have not been received.
- 13) **Copyright License.** Client hereby irrevocably grants to DWE, its employees, agents, licensees, independent contractors and assigns the perpetual, assignable, royalty-free, worldwide right and license to use any photograph depicting property for which DWE performs services ("Content"), in whole or in part, including the rights to reproduce, sublicense, transfer, publish, distribute, publicly display, broadcast, download, transmit, modify and prepare derivative works, in any manner or media now known or later developed, for the marketing and sale of DWE products or services and for any other business purpose or activity relating to DWE. Client waives any right to inspect or approve DWE's use of the Content, including written copy that may be created in connection therewith.
- 14) **Termination for Convenience.** Either DWE or Client may terminate this Agreement at any time with or without cause upon giving the other party seven (7) calendar days' prior written notice. Client will pay DWE for all services rendered and all costs incurred up to the date of termination, along with all other reasonable termination costs, including but not limited to expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the DWE's anticipated profit on the value of the services not performed by DWE. If no notice of termination is given, DWE's obligations created by this Agreement will be terminated upon completion of the services.
- 15) **Notice of Deficiencies.** Client shall provide prompt written notice within thirty (30) days of when Client becomes aware or should have reasonably been aware of any fault or defect in the project, including errors, omissions or inconsistencies in the services and work product provided by DWE.
- 16) **Indemnity.** Subject to all provisions of this Agreement and to the fullest extent permitted by law, Client shall indemnify, hold harmless, reimburse and defend (with counsel of DWE's choice) DWE, its employees, officers, directors and agents from, for and against all actual or alleged claims, losses, damages, costs and expenses arising from or related to the work, the Project, or this Agreement (with the sole exception that Client will have no duty to indemnify DWE from claims or losses to the extent those claims or losses are caused by the fault or negligence of DWE or its employees as adjudicated by a court of competent jurisdiction). Under no circumstances shall DWE be liable for any actual or alleged claims, losses, damages, costs and expenses arising from or related to the work, fault, or negligence of its subconsultants.
- 17) **Modifications.** No change, modification, or amendment to this Agreement will be valid unless agreed to by both of the parties hereto in writing.



- 18) **Successors and Assigns.** This Agreement shall inure to the benefit of and shall be binding upon each of the parties hereto and such parties' partners, successors, executors, administrators, and assigns.
- 19) **Severability.** In the event any clause or portion thereof in this Agreement is deemed invalid or unenforceable by a court or arbitrator of competent jurisdiction, then that clause or portion thereof will be treated as if it were omitted at the time of execution, and the remaining terms of this Agreement shall survive and be enforceable.
- 20) **Dispute Resolution.** Client agrees that any claim, damage, or dispute arising out of these Terms and Conditions, or any services performed by DWE will be resolved by litigation, or, at DWE's determination, binding, and confidential arbitration before a single arbitrator, in the place where the project is located. If arbitration is selected, the parties shall mutually select the arbitrator and the rules applicable to the arbitration process. Unless the parties mutually agree otherwise, the arbitration shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. As a condition precedent to serving a demand for litigation or arbitration, Client agrees that it will obtain a written certificate executed by an independent design professional with similar experience on similar projects and licensed in the jurisdiction in which the project is located certifying that DWE failed to meet the applicable standard of care. Client will provide DWE with a copy of the certificate and all written analysis supporting the certificate's findings at least 30 days before serving a demand for litigation or arbitration. Mediation shall be a prerequisite to litigation or arbitration. Client and DWE agree that any party hereto shall commence all claims and causes of action within the period specified by applicable law but in any case, not more than Seven (7) years after the date of substantial completion of the project. Client and DWE waive all claims and cause of action not commenced or noticed in accordance with the time periods in this section.
- 21) **Governing Law:** The laws of the State that the project is constructed will govern the validity of this Agreement, its interpretation and performance. Any dispute arising in any way from this Agreement shall be subject to the jurisdiction of the courts of that State.
- 22) **Client's Terms.** Any terms and conditions set forth or referenced in Client's purchase order, requisition, or other notice of authorization to proceed are inapplicable to the services provided under this proposal or any related agreement, except when specifically accepted or confirmed in writing and signed by DWE.
- 23) **No Third Party Beneficiaries.** DWE's responsibilities under this Agreement run only to Client. DWE's responsibilities do not extend to any third party including, without limitation, the successors and assigns of Client, any Client's Association or any individual unit owner associated with Client. To the fullest extent permitted by law, no party has any third-party beneficiary or other rights arising from or related to the services provided by DWE.
- 24) **Limitation of Liability.** Client agrees that, in recognition of the relative risks and benefits of the project, DWE's aggregate joint, several and individual liability, whether for breach of contract, breach of warranty, negligence, professional malpractice, strict liability or otherwise will be limited to an amount no greater than \$1 million or DWE's fee, whichever amount is lesser. This provision will survive the termination or expiration of this Agreement.
- 25) **Limitation of Remedy.** Client covenants that it will not, under any circumstances, bring a lawsuit, arbitration demand, or claim of any kind against DWE's individual employees, officers, directors, or agents and that Client's sole remedy will be against DWE, Inc.
- 26) **Waiver of Consequential Damages.** Neither DWE nor any of its officers, directors, employees or agents will be liable for any indirect, punitive, consequential, liquidated, or exemplary damages of any nature, including but not limited to fines, penalties or lost profits, whether said claim is based upon contract,



warranty, tort (including negligence and strict liability) indemnity or any other theory of law, and the Client expressly waives all rights and remedies with respect to the same.

27) **Entire Agreement.** This Agreement contains all terms and conditions agreed on by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement, shall be deemed to exist, or bind any of the parties hereto.

If above stated terms are agreeable, please sign and return one copy of this proposal to our office. If this agreement is not signed and returned and we are asked to proceed with the project, all conditions contained herein shall constitute a contract for services. Design West Engineering reserves the right to revise the fee stated herein if not accepted within a period on 60 days from the date of the proposal.

We appreciate the opportunity to work with you on this project. We look forward to your response.

Respectfully,

Roy Morales

**DESIGN WEST ENGINEERING**

Accepted by (Sign): \_\_\_\_\_

Accepted by (Print): \_\_\_\_\_

Date: \_\_\_\_\_

Client Job Number: \_\_\_\_\_

DWE Proposal Number: P-2316182

Bill To: (If different from client listed on proposal)

Company: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Email: \_\_\_\_\_

Phone: \_\_\_\_\_

