

Compose



Keep as New



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More



Today on AOL

New Mail 59

Old Mail

Starred

Drafts 71

Sent

Spam

Recently Deleted

Less

Views Hide

Contacts

Photos

Documents

Subscriptions

Travel

Folders Hide

+ New Folder

Saved Mail

Archive

Garner

Notes

Saved IMs

Steve

From: terry leezer <terry.leezer@hotmail.com>  
Sent: Thursday, July 20, 2023 2:26 PM  
To: charles miller <chasmillier@gmail.com>  
Subject: Fw: New Multi Use Contract at EWM

From: Ken Neuman <kenneuman@ewarbirds.org>  
Sent: Sunday, July 16, 2023 4:56 PM  
To: terry leezer <terry.leezer@hotmail.com>  
Subject: New Multi Use Contract at EWM

Terry, I hope you were able to stay cool over the weekend!  
The new contracts for multi use rentals go as follows:  
The contract is based on a rental per quarter (3 months) now of \$450.00. That would be \$150.00 per usage (4 hour blocks) per month. If you wanted to rent for a year, it would be \$1800.00. Your group does not use the kitchen but that went up to (\$100.00 per quarter vs. just \$50.00 per year.  
Again, this was done to help combat the increase in utilities as well as inflation. We have not raised our rental prices in years and unfortunately, we can no longer continue with the old prices.  
I know this does not help the Independence Ranch Water Board in any way, but I hope you can understand why we had to raise our prices.  
Please let me know if you need any clarification on any of this info.  
I do hope that your group can continue to rent here!  
Ken

Ken Neuman  
Museum Coordinator/ Hall Rental Coordinator  
Estrella Warbirds Museum  
Office: (805)238-9317  
Cell: (805)674-3939  
kenneuman@ewarbirds.org or facilityrental@ewarbirds.org  
4251 Dry Creek Road  
Palo Robles, CA, 93446



Reply, Reply All or Forward



530-226-1616

August 10, 2023  
Independence Ranch  
San Miguel, CA

**Attn:** Ms. Kerry Davenport

**Subject:** Proposal for: **Visual Condition Evaluation**

Ms. Davenport


Associated Engineering Consultants, Inc. (AEC) is pleased to submit this Proposal to provide Engineering Services for the subject project.

Included on our team are individuals who are knowledgeable in every aspect of pavement rehabilitation, construction management, material sampling and testing. As AEC's Vice President in charge of Construction Services, I will serve as managing principal on this project and represent the point of contact for AEC.

Associated Engineering Consultants, Inc. is a State of California certified Microbusiness, DGS Ref# 25559.

We appreciate the opportunity to submit this proposal for engineering services, and look forward to working with you on this project. Please contact me at your earliest convenience with any questions or comments.

Sincerely,  
ASSOCIATED ENGINEERING CONSULTANTS, INC.



Mark E. Burlew  
Principal Vice President

**INTERPRETATION OF WORK**

It is our understanding that your association has approximately 9 linear miles of unsurfaced compacted decomposed granite roadways, 8 of which have been previously chip sealed. You would like to have the current condition evaluated and then documented by a licensed Civil Engineer.

**COST OF PROFESSIONAL SERVICES**

AEC will provide engineering staff to visually examine the existing roadways, photo document and provide you with a cursory report of our findings stamped by a Professional Engineer. Our estimated total of \$3,300 is a not to exceed amount without prior approval from Independence Ranch.



# EARTH SYSTEMS

4378 Santa Fe Road | San Luis Obispo, CA 93401 | (805) 544-3276 | www.earthsystems.com

January 19, 2022

*(Revised August 4, 2023)*

Ms. Kerry Davenport  
Independence Ranch CSD  
Hog Canyon Road  
San Miguel, California 93451

**PROJECT:** INDEPENDENCE RANCH COMMUNITY SERVICES DISTRICT  
VARIOUS STREETS  
SAN MIGUEL, CALIFORNIA

**SUBJECT:** Proposal for a Pavement Assessment

Dear Ms. Davenport:

In accordance with your request, we are pleased to present this proposal to provide a pavement assessment of the roadways within the Independence Ranch Community Services District (CSD) in San Miguel, California. We understand that the CSD desires a visual pavement assessment to identify "problem areas" of the roadways in order to begin addressing these areas. It is our understanding that approximately 9 miles of roadway are within the CSD.

### SCOPE OF SERVICES

The proposed scope of services for this project will be to perform a visual assessment of the roadways within the CSD. It is our understanding that the existing roadway is comprised of various types of subgrade and/or base material, with a chip seal on top. After collection of data and field assessment are performed, a report will be prepared with general observations and photos of the roadways. The assessment will identify potentially problematic areas of the pavement and indicate their relative severity from a geotechnical perspective, i.e., which areas should be addressed first, and which may be delayed. We plan to meet with a representative of the CSD during one of the planned site visits.

### FEE

Based on the work scopes outlined above, fees will be charged as follows:

Pavement Assessment Report..... \$4,750.00

### CONDITIONS

The proposed fee and work scope of this proposal will remain in effect for 90 days from the date of issue. This proposal is based on the work being provided during regular working hours (0700 to 1600), Monday through Friday. Our proposed scope of services does not include subsurface investigation or deflection testing or any testing or inspection services that may be needed during construction.



Independence Ranch CSD Pavement Assessment  
San Miguel, California

January 19, 2022  
(Revised August 4, 2023)

Based on our current workload, it is anticipated that the lead engineer for this project will be the undersigned. If the client finds the proposed scope of work, terms, and fee satisfactory, the return of the attached work order, indicating the legal entity that will be our client and signed and dated by the party responsible for payment, will constitute authorization for work on the project to begin. This agreement can be terminated by either party upon notification in writing. Earth Systems Pacific's responsibility for the project will end upon completion of the services described herein or termination of the agreement, unless authorization to perform additional work and agreement for payment thereof is provided by the client.

Thank you for your consideration of our firm for this project. If you have any questions or require additional information, please contact the undersigned at your convenience.

Sincerely,  
Earth Systems Pacific

Robert Down, PE  
Senior Vice President

Sydney Johnson  
Project Manager

Attachments: Work Order  
Terms  
Accounts Payable Information Request Form

Doc. No.: SLO-2201-035.PRP.REV/pm



# EARTH SYSTEMS

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## WORK ORDER

EARTH SYSTEMS PACIFIC ("CONSULTANT") AND CLIENT AGREE TO A WORK ASSIGNMENT FOR EARTH SYSTEMS PACIFIC AS FOLLOWS:

**Date:** January 19, 2022 *(Revised August 4, 2023)*      **Doc. No.:** SLO-2201-035.PRP.REV

**Name of Project:** INDEPENDENCE RANCH COMMUNITY SERVICES DISTRICT

**Order Received by:** Robert W. Down

**Client Name:** Independence Ranch CSD, Attn.: Ms. Kerry Davenport

**Client Address:** Hog Canyon Road, San Miguel, California, 93451

**Location of Project:** Various Streets, San Miguel, California

**Scope of Services:** Per Proposal dated January 19, 2022 *(Revised August 4, 2023)*

**Fees to be Charged:** Per Proposal dated January 19, 2022 *(Revised August 4, 2023)\**

**I have read and agree to all terms of this document, including the attached terms for services (7/2017).**

**AGREED TO AND ACCEPTED:**

Earth Systems Pacific

Robert W. Down, PE 70206  
Senior Vice President

August 4, 2023  
Date

PLEASE RETURN A SIGNED COPY  
TO EARTH SYSTEMS PACIFIC

\_\_\_\_\_  
Client (Party responsible for payment)

\_\_\_\_\_  
by Authorized Representative (please print)

\_\_\_\_\_  
Signature and Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Email Address

**IF THE CLIENT DOES NOT OWN THE PROPERTY, PLEASE FILL IN THE PROPERTY OWNER'S NAME AND ADDRESS:**

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

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

\*The fees quoted are predicated upon our understanding that none of our services are subject to California or Federal Prevailing Wage Law. In the event that it is determined or alleged that Prevailing Wage Law applies to any aspect of the project, the client agrees to pay Earth Systems Pacific (Consultant) any and all additional compensation necessary to adjust Consultant's wage, to pay any penalties that may be levied against Consultant due to alleged noncompliance with the Prevailing Wage Law, and to pay for apprentices, supervision, certified payrolls, and other administrative costs as necessary to comply with Prevailing Wage Law. In the event that work thought to be subject to prevailing wage is determined not to be subject to prevailing wage, no refund of fees will be given.

**January 2023 Fee Schedule**

## TERMS FOR SERVICES

- 1. INVESTIGATION, MONITORING & INSPECTION.** If the services include monitoring or inspection of soil, construction and/or materials, Client shall authorize and pay for Consultant to provide sufficient observation and professional inspection to permit Consultant to form opinions according to accepted statistical sampling methods as to whether the work has been performed in accordance with recommendations. Such opinions, while statistically valid, do not guaranty uniformity of conditions or materials. Similarly, soils and geology investigations do not guaranty uniformity of subsurface conditions. Client hereby represents and warrants that it has provided and shall provide to Consultant all information and sufficient advance notice necessary in order for Consultant to perform the appropriate level of services. No statement or action of Consultant can relieve Client's contractors of their obligation to perform their work properly. Consultant has no authority to stop the work of others.
- 2. SITE ACCESS & UTILITIES.** Client has sole responsibility for securing site access and locating utilities.
- 3. BILLING AND PAYMENT.** Client will pay Consultant the proposal amount or, if none is stated, according to the fee schedule attached to the proposal. Payment is due on presentation of invoices, and is delinquent if Consultant has not received payment within thirty (30) days from date of an invoice. Client will pay an additional charge of 1 1/2 (1.5) percent per month (or the maximum percentage allowed by law, whichever is lower) on any delinquent amount, excepting any portion of the invoiced amount that is disputed in good faith. Each payment will first be applied to accrued interest, costs and fees and then to the principal unpaid amount. All time spent and expenses incurred (including any in-house or outside attorney's fees) in connection with collection of any delinquent amount will be paid by the Client to Consultant per Consultant's current fee schedule. Services to be performed by Consultant hereunder which are not set forth in this proposal and/or Work order are additional services. Any additional services provided by Consultant shall be subject to the terms of this contract and charged per Consultant's current fee schedule.
- 4. OWNERSHIP OF DOCUMENTS.** Consultant owns all documents it creates and grants Client limited license to use the documents for the purposes stated in the documents. Consultant reserves the right to withhold delivery of documents to Client until payment in full of current invoices has been received.
- 5. TERMINATION.** This agreement may be terminated by either party effective 7 days from the date of written notice, or if the client suspends the work for three (3) months. In the event of termination, Consultant will be paid for services performed prior to the date of termination plus reasonable termination expenses. If Consultant has not received payment for any invoice within 30 days from the date of the invoice, or in the event of anticipatory breach by Client, Consultant may suspend performance of its services immediately and may terminate this contract.
- 6. RISK ALLOCATION.** In order for Client to obtain the benefit of a fee which includes a lesser allowance for compensating Consultant for its litigation risk, Client agrees to indemnify, hold harmless and defend Consultant, its agents, employees, or officers, from and against any and all loss, claim, expenses, including attorney's fees, injury, damages, liability or costs arising out of non-design services (i.e., services other than as defined by Civil Code Section 2784) performed by Consultant on this project, except where such loss injury, damage, liability, cost, expenses or claims are the result of the sole negligence or willful misconduct of Consultant. Regarding any loss due to the negligence or willful misconduct of Consultant, or any loss due to design defects, Client agrees to limit the total aggregate liability of Consultant, its agents, employees, and officers to Client, and to all construction contractors and subcontractors on the entire project, to the greater of \$25,000.00 or total fees charged by Consultant. Client further agrees to require of the contractor and his subcontractors an identical limitation of Consultant's liability for damage suffered by the contractor or the subcontractor arising from any alleged breach or negligence of Consultant. You should consult with an attorney experienced in construction contracts and litigation regarding this provision.
- 7. HAZARDOUS MATERIALS.** Consultant is responsible only for hazardous materials brought by Consultant onto the site. Client retains ownership and responsibility in all respects for other hazardous materials and associated damage.
- 8. CALIFORNIA PREVAILING WAGE LAW.** Client represents and warrants that the Project is not a public works project which is subject to the California Prevailing Wage ("Code"). Client acknowledges that Consultant is relying on this representation and warranty in good faith and has negotiated the terms of this contract based on such reliance. In the event that it is determined by any federal, state or local agency, or any appropriate judicial or administrative body, that any of the services performed by Consultant on the Project are subject to the provisions of the Code and that Consultant is required to pay a specified prevailing wage rate for all or any portion of such services, Client agrees to defend, indemnify and hold Consultant harmless from and against any and all claims, actions, demands, deficiencies, levies, assessments, judgments, penalties, interest, expenses and recoveries arising from or related to Consultant's noncompliance with the Code based on Consultant's reliance on Client's aforesaid representation and warranty. This indemnity shall include, but shall not be limited to, Client's obligation to pay any additional compensation necessary to adjust Consultant's employees' wages to conform with the Code, including for past services on this Project, costs to comply with the apprenticeship requirements, certified payrolls and other administrative costs to comply with the Code. No refunds will be provided to the Client in the event of any subsequent determination that Consultant's services or the project is not subject to the Code.
- 9. THIRD PARTIES AND ASSIGNMENT.** This Contract is intended only to benefit the parties hereto. No person who is not a signatory to this Contract shall have any rights hereunder to rely on this Contract or on any of Consultant's services or reports without the express written authorization of Consultant. This Contract shall not be assigned by Client without the Consultant's written consent. This Contract is binding on any successor companies to Client or Consultant, and on the surviving corporation in the event of a merger or acquisition.
- 10. GOVERNING LAW, SURVIVAL AND FORUM SELECTION.** The contract shall be governed by laws of the State of California. If any of the provisions contained in this agreement are held invalid, the enforceability of the remaining provisions will not be impaired. Limitations of liability, indemnities, representations and warranties by Client will survive termination of this agreement. The signatories represent and warrant that they are authorized by the entities on whose behalf they sign to enter into this contract and that their principals have filed fictitious business name statements, if required. All disputes between Consultant and client related to this agreement will be submitted to the court of the county where Consultant's principal place of business is located and client waives the right to remove the action to any other county or judicial jurisdiction.



# EARTH SYSTEMS

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## Accounts Payable Information Request

Thank you for this opportunity to be of service on your project. Please complete and return this form to allow us to prepare Earth Systems' invoices in accordance with your organization's billing requirements in a timely manner. Thank you!

Earth Systems Pacific Project Name and No.	INDEPENDENCE RANCH COMMUNITY SERVICES DISTRICT
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### CLIENT'S BILLING REQUIREMENTS:

CLIENT	
CLIENT'S PROJECT NAME	
CLIENT'S PROJECT NO.	
PURCHASE ORDER NO. (if applicable)	
ADDITIONAL INFORMATION REQUIRED ON INVOICES	
SPECIFY ANY ADDITIONAL FORMS OR BILLING FORMATS REQUIRED TO BE SUBMITTED WITH INVOICES (please attach example)	
ACCOUNTS PAYABLE CONTACT INFORMATION	Name:  E-mail:  Phone No.:
INVOICE DELIVERY METHOD	E-mail:  Mailing Address:
FORM COMPLETED BY AND DATE	

Doc. No.: SLO-2201-035.PRP.REV/pm