

# HERITAGE RANCH – VILLAGE CENTER

## HROA BOARD - BID SELECTION PACKAGE



RENDERING COMPLEMENTS OF: COLUMBIA BUILDER

April 30<sup>th</sup>, 2026

4/30/2026

We wanted to provide an update on the project and clarify our current path forward.

The project is still moving forward; however, before asking contractors to invest additional time and effort into updated pricing, design revisions, or project input, we are first confirming the proper entitlement and permitting path with the County.

Because the current REC zoning presents some entitlement questions that need to be clarified in order to obtain the necessary permits, the Board believes it is appropriate for the HROA Office Subcommittee to make the initial pre-application inquiry with the County. The purpose of that inquiry is to clearly define the process, confirm what approvals will be required, and identify any potential issues before we move too far down the road.

This should be viewed as a necessary due-diligence step rather than a change in direction. Our goal is to ensure that the architect, contractors, and Board are all working from the same permitting assumptions before finalizing the project scope.

Assuming the Gabriel Architects proposal is reviewed by the SPC next Monday and approved, the next step would be to engage Gabriel to assist with the pre-application process and help define the most effective path forward for obtaining the necessary permits.

With respect to stick-built versus modular construction, that issue will primarily affect the building permit process and is not the primary concern at this stage. Our broader objective is to determine the best way to achieve zoning consistency within the current REC zoning designation or, alternatively, identify the appropriate entitlement path, whether through the standard Site Plan Review process or a Conditional Use Permit, if required.

Because HROA has the greatest long-term interest in the success of this project, it is important that we carefully consider how both the building and its operations are defined. For example, we need to determine whether the facility is best characterized as an office building, an HROA information center, or another use classification that aligns more appropriately with the REC zoning framework.

We believe this approach will help keep everyone aligned and engaged while demonstrating that we are being deliberate and organized before requesting final pricing, commitments, or additional project work.

We appreciate your continued interest and involvement and will keep you informed as we move through this process.

Sincerely,

Lisa Ptaszenski

HROA Board of Directors

May 28, 2026



**GABRIEL**  
ARCHITECTS

**DESIGN SERVICES  
AGREEMENT FOR:**

**Jim Cogan, GM  
Heritage Ranch  
Owners Association**

Dear Mr. Cogan:

The following proposal is for Conceptual Design, Pre-Application Package for your proposed HROA Village Office + Recreation Center. It is our purpose to provide you with the architectural and engineering services described below and coordinate all other disciplines required to develop this project.

**I. SCOPE OF THE PROJECT:**

**Per the Owner provided The Village Office  
Conceptual Plans and Maps, Dated January 2026**

**SITE:** Per The Village Office Set – Page 3, 5,6 & 7

- APN: 012-191-054
- Parking
  - 10 Stall (1 – AD Stall)
  - Parking Lot Lighting
  - Trash Enclosure (Not shown on plan)
  - Existing Trees to remain

**BUILDING:** Per The Village Office Set – Page 4

Proposed 2,627 SF (Max 2,500 per SLO Co. Regulations)

- Recreation Center with Auxiliary Administration Office
  - Lobby – Waiting Area
  - Open Games Room
  - 2 – Offices
  - 1 – Conference/Teams Meeting Room
  - 1 – Kitchen
    - Refrigerator
    - Stove
    - Sink + Dishwasher
    - Storage upper and lower Cabinets
  - 1 – IT/Storage Room
  - 2 – Toilet Rooms
    - One with a shower
  - 1 – Janitor Room
- Exterior to meet HOA Requirements

**PRE APPLICATION  
DOCUMENTS  
FOR  
HROA VILLAGE  
COMMUNITY CENTER  
RECREATION OFFICE  
AT  
HERITAGE RANCH**

**GA PROJECT NUMBER  
26.200.01**

Paso Robles  
805.238.9600  
530 10th St.  
93446

Santa Barbara  
805.565.3800  
822 N. Voluntario St.  
93103

**GABRIEL-ARCHITECTS.COM**

▪ **Conceptual Design (Pre Application Conceptual Plans)**

Architectural

- Site Plan
  - Parking + Trash enclosure
  - Access Path of Travel
- Floor Plan Schemes
  - Selected Floor plan

➤ **Owner's Review**

**II. CONSTRUCTION BUDGET**

**Owner's budget for construction: ..... Unknown**

**III. FEES: ..... \$9,000**

Pre Application Conceptual Plans

▪ **Pre Application Meeting/Coordination Time ..... Hourly**

▪ **Agreed method of payment:**

**INITIAL PAYMENT ..... \$750**

Progress payment is billed monthly and due upon receipt.

▪ **Reimbursable Expenses:**

Typical reimbursable expenses

▪ **Additional Services as Approved:**

**GA: Standard Hourly Rates b**

**Consultants: Standard Hourly Rates + 10%**

**IV. PROPOSED SCHEDULE:**

▪ **Conceptual Design ..... 2 - 3 Weeks + Review/Approval**

If this proposal is acceptable to you, please acknowledge your approval in the space provided below. We will begin working immediately upon receiving a signed Agreement and the initial payment.

Sincerely,



Larry Gabriel, Architect  
GABRIEL ARCHITECTS

Approved by:

\_\_\_\_\_

Date

PRE APPLICATION PACKAGE  
THE HROA VILLAGE OFFICE  
RECREATION CENTER  
HERITAGE RANCH

2 of 6

## **CONTRACT PROVISIONS:**

### **Article 1. CONTRACT**

These Contract Provisions and the accompanying Proposal constitute the full and complete Agreement between the parties and may be changed, amended, added to, superseded, or waived only if both parties specifically agree in writing to such amendment of the Agreement. In the event of any inconsistency between these Contract Provisions and any proposal, contract, purchase order, requisition, notice to proceed, or like document, these Contract Provisions shall govern.

### **Article 2. RIGHT OF ENTRY**

When entry to property is required for the CONSULTANT to perform its services, the Client agrees to obtain legal right-of-entry on the property.

### **Article 3. DOCUMENTS**

All reports, notes, drawings, specifications, data, calculations, and other documents, including those in electronic form, prepared by CONSULTANT are instruments of CONSULTANT's service that shall remain CONSULTANT's property. The Client agrees not to use CONSULTANT-generated documents for marketing purposes, for projects other than the project for which the documents were prepared by CONSULTANT, or for future modifications to this project, without CONSULTANT's express written permission.

Any reuse or distribution to third parties without such express written permission or project-specific adaptation by CONSULTANT will be at the Client's sole risk and without liability to CONSULTANT or its employees, subsidiaries, independent professional associates, subconsultants, and subcontractors. Client shall, to the fullest extent permitted by law, defend, indemnify, and hold harmless CONSULTANT from and against any and all costs, expenses, fees, losses, claims, demands, liabilities, suits, actions, and damages whatsoever arising out of or resulting from such unauthorized reuse or distribution.

### **Article 4. DISPOSAL OF SAMPLES**

CONSULTANT will discard samples upon completion of the work covered under this Agreement, unless the Client instructs otherwise in writing.

### **Article 5. HAZARDOUS MATERIALS**

The scope of CONSULTANT's services for this Agreement does not include any responsibility for detection, remediation, accidental release, or services relating to waste, oil, asbestos, lead, or other hazardous materials, as defined by Federal, State, and local laws or regulations.

**Article 6. CONSTRUCTION PHASE SERVICES**

If CONSULTANT performs any services during the construction phase of the project, CONSULTANT shall not supervise, direct, or have control over Contractor's work. CONSULTANT shall not have authority over or responsibility for the construction means, methods, techniques, sequences or procedures or for safety precautions and programs in connection with the work of the Contractor. CONSULTANT does not guarantee the performance of the construction contract by the Contractor and does not assume responsibility for the Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

**Article 7. STANDARD OF CARE**

CONSULTANT and its employees, subsidiaries, independent professional associates, subconsultants, and subcontractors will exercise that degree of care and skill ordinarily practiced under similar circumstances by design professionals providing similar services. Client agrees that services provided will be rendered without any warranty, express or implied.

CONSULTANT shall exercise usual and customary professional care in its efforts to comply with applicable codes, regulations, laws rules, ordinances, and such other requirements in effect as of the date of execution of this Agreement.

**Article 8. OPINION OF PROBABLE COSTS**

When required as part of its work, CONSULTANT will furnish opinions of probable cost, but does not guarantee the accuracy of such estimates. Opinions of probable cost, financial evaluations, feasibility studies, economic analyses of alternate solutions, and utilitarian considerations of operations and maintenance costs prepared by CONSULTANT hereunder will be made on the basis of CONSULTANT's experience and qualifications and will represent CONSULTANT's judgment as an experienced and qualified design professional. However, users of the probable cost opinions must recognize that CONSULTANT does not have control over the cost of labor, material, equipment, or services furnished by others or over market conditions or contractors' methods of determining prices or performing the work.

**Article 9. SUSPENSION OF WORK**

The Client may, at any time, by written notice, suspend further work by CONSULTANT. The Client shall remain liable for, and shall promptly pay CONSULTANT for all services rendered to the date of suspension of services, plus suspension charges, which shall include the cost of assembling documents, personnel and equipment, rescheduling or reassignment, and commitments made to others on Client's behalf.

Client shall pay CONSULTANT pursuant to the rates and charges set forth in the Proposal. CONSULTANT will submit monthly invoices to Client for services rendered and expenses incurred. If Client does not pay invoices within thirty (30) days of submission of invoice, CONSULTANT may, upon written notice to the Client, suspend further work until payments are brought current. The Client agrees to indemnify and hold CONSULTANT harmless from any claim or liability resulting from such suspension.

**Article 10. CHANGES OR DELAYS**

Unless the accompanying Proposal provides otherwise, the proposed fees constitute CONSULTANT's estimate to perform the services required to complete the Project. Required services often are not fully definable in the initial planning; accordingly, developments may dictate a change in the scope of services to be performed. Where this occurs, changes in the Agreement shall be negotiated and an equitable adjustment shall be made. Costs and schedule commitments shall be subject to renegotiation for unreasonable delays caused by the Client's failure to provide specified facilities, direction, or information, or if CONSULTANT's failure to perform is due to any act of God, labor trouble, fire, inclement weather, act of governmental authority, failure of transportation, accident, power failure, or interruption or any other cause beyond the reasonable control of CONSULTANT. Temporary work stoppage caused by any of the above may result in additional cost beyond that outlined in the accompanying Proposal.

**Article 11. LIABILITY**

To the maximum extent permitted by law, the Client agrees to limit the Design Professional's liability for the Client's damages to the insurance coverage available at the time of settlement or judgment. The limitation shall apply regardless of the cause of action or legal theory pled or asserted. Such claims and causes include, but are not limited to negligence, professional error or omissions, strict liability, breach of contract or warranty.

**Article 12. CONFLICTS OF INTEREST**

This assignment may involve parties with adverse interests to clients with whom CONSULTANT has current or past relationships. It is CONSULTANT policy to make reasonable attempts to identify such relationships prior to acceptance of a professional assignment, but CONSULTANT cannot assure that conflicts or perceived conflicts will not arise, and CONSULTANT does not accept responsibility for such occurrences.

**Article 13. REIMBURSABLE EXPENSES**

CONSULTANT will bill direct nonpayroll expenses at cost. Direct expenses include all reasonable expenses resulting from required responses to subpoenas or court orders related to work under the Contract.



**Article 14. MISCELLANEOUS**

**Governing Law:** The laws of the state in which the CONSULTANT office executing this Agreement is located shall govern the validity and interpretation of this Agreement.

**Invalid Terms:** In the event any of these Contract Provisions are found to be illegal or otherwise unenforceable, the unenforceable Contract Provision will be stricken. Striking such a Contract Provision shall have no effect on the enforceability of the remaining Contract Provisions and those remaining Contract Provisions shall continue in full force and effect as if the unenforceable Contract Provision were never included in the Agreement.

**Mediation:** The Client and CONSULTANT agree to submit all claims and disputes arising out of this Agreement to non-binding mediation prior to the initiation of legal proceedings. This provision shall survive completion or termination of this Agreement; however, neither party shall seek mediation of any claim or dispute arising out of this Agreement beyond the period of time that would bar the initiation of legal proceedings to litigate such claim or dispute under the applicable law.  
**CONSULTANT Reliance:** CONSULTANT shall be entitled to rely, without liability, on the accuracy and completeness of any and all information provided by Client, Client’s consultants and contractors, and information from public records, without the need for independent verification.

**Certifications:** CONSULTANT shall not be required to sign any documents, no matter by whom requested, that would result in CONSULTANT's having to certify, guaranty, or warrant the existence of conditions that CONSULTANT cannot ascertain.

**Third Parties:** Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Client or CONSULTANT. CONSULTANT’s services hereunder are being performed solely for the benefit of the Client, and no other entity shall have any claim against CONSULTANT because of this Agreement or CONSULTANT’s performance of services hereunder.

**Consequential Damages:** Neither the Client nor the CONSULTANT shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of, or connected in any way to the Project or this Agreement. This mutual waiver includes, but is not limited to, damages related to loss of use, loss of profits, loss of income, loss of reputation, unrealized savings or diminution of property value and shall apply to any cause of action including negligence, strict liability, breach of contract and breach of warranty.

**Articale 15. Standard Hourly Ratres (Adjusted yearly)**

Principal	\$ 250/Hour	Project Architect	\$ 175/Hour
Sr. Project Manager	\$ 150/Hour	Jr. Project Manager	\$ 135/Hour
Designer II	\$ 120/Hour	Designer I	\$ 100/Hour
Admin. Assistance	\$ 90/Hour		

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