



April 10, 2018

Harold Pierre, P.E  
Consultant/Program Manager  
La Cañada Unified School District  
4490 Cornishon Avenue  
La Cañada, CA 91011

**Re: REVISION 1 - Fee Proposal for Civil Engineering Services, Palm Crest Elementary School, La Canada, CA**

**Radfall Proposal #: P101**

Dear Harold,

Please accept this fee proposal based on the scope of work outlined in our discussions. This proposal is also based on the site visit we made on 03/30/2018, and topographic information and as-built sewer plans provided by you. The tasks and fees outlined below are based on proceeding with one of two options: (1) routing the sewer to the west and connecting to the public system in the adjacent public right-of-way; or (2) routing the sewer to the east and connecting to the public sewer line in Palm Drive.

Land surveying and utility locating will be performed by others; Radfall will provide preliminary engineering, construction drawings, and provide services during construction as outlined in the scope and fee detail below. For the project, Radfall assumes that its requests for additional survey or utility locating, including potholing information, will be granted. Waste fixture units counts for the campus will be provided to Radfall Company by others.

Means and methods are determined by the contractor. Therefore, if the horizontal directional drilling method is determined to be feasible and preferred, the selected contractor should be given an opportunity to provide input and propose plan changes. Within its discretion, Radfall will accommodate said changes.

[continues]



**Scope & Fee Detail**

Task #	Scope Item	Fee	Fee
		Option 1	Option 2
<b>1</b>	<b>Design Phase</b>		
A	Meetings and Coordination throughout design phase; review of topographic survey and utility mapping; agency coordination regarding possible connections and impacts (T&M, assumes 32 hours)	\$ 4,800	\$4,800
B	Sewer Study, if necessary, and related coordination with the City of La Canada-Flintridge	\$ 6,500	N/A
B	Preliminary Engineering – Sewer Plan and Profile, Site Impact Analysis and Exhibits (Option 1 assumes 24 hours, Option 2 assumes 32 hours; T&M)	\$ 3,600	\$ 4,800
C	Private Sewer Plan & Profile	\$ 3,600	\$ 6,000
D	Public Sewer Plan & Profile (for separate plan within public right-of-way)	\$ 1,200	N/A – connection to ex. lateral
E	Demolition Plan	\$ 2,700	\$ 2,700
F	Erosion Control Plan	\$ 1,200	\$ 1,600
	<i>Design Phase Subtotal</i>	<i>\$ 23,600</i>	<i>\$ 19,900</i>
<b>2</b>	<b>Construction Phase (T&amp;M)</b>		
A	RFIs, (3) site visits, submittal review	\$ 2,400	\$ 3,600
B	As-built drawings – incorporate contractor markups for record-keeping purposes	\$ 1,500	\$ 1,500
	<i>Construction Phase Subtotal</i>	<i>\$ 3,900</i>	<i>\$ 5,100</i>
	<b>Proposed Fee Total</b>	<b>\$ 27,500</b>	<b>\$ 25,000</b>

Estimate of Reimbursable Expenses: \$1,100



### Additional Services

Additional work will not be performed until authorized in writing. Additional work will be billed at agreed-upon fixed fees, or T&M at the following rates:

Classification	Hourly Rate
Civil Engineer	\$150
Project Manager	\$140
Designer	\$100
Clerical	\$75

### Assumptions

- Processing and submittals will be performed by others.
- Permitting fees and other costs will be the responsibility of the client.
- The field observation/site visit fee is \$450/trip and assumes no more than 2 hours on site. This applies only after 3 site visits.
- If needed, a title report is to be provided by the owner
- This proposal is valid until May 1, 2018. This proposal assumes that the work will be completed in 2018.
- Work will be performed according to an agreed-upon contract.

### Exclusions

- *Sewer system flow gauging/measuring/reporting*
- *DSA approval/processing*
- *Grading/site planning/site improvements*
- *Shoring plans*
- *Traffic control plans*
- *Environmental Impact Study/Report documentation*
- *Land surveying and mapping (including platting for new easements)*
- *SWPPP*
- *Geotechnical Engineering*
- *Subsurface utility locating*
- *Other utility plans*
- *Arborist services*
- *Project construction management plan*
- *Bid administration*
- *Construction inspections*
- *Testing*
- *Commissioning*
- *All other tasks/services not specifically included*

We look forward to working with you on a successful project. Please call us at 661.257.7566 or email me with any questions at [alex.cooke@radfall.com](mailto:alex.cooke@radfall.com).

[signatures follow]



RADFALL  
COMPANY

Sincerely,

Radfall Company

S. Alex Cooke, R.C.E. 74082  
Principal

APPROVED BY CLIENT:

\_\_\_\_\_  
Date

Name:

Title:

## AGREEMENT FOR DESIGN PROFESSIONAL SERVICES

### 1. PARTIES:

This **AGREEMENT** is made as of April 17, 2018, **BETWEEN the La Cañada Unified School District**, hereinafter identified as the “**DISTRICT**”, and **Radfall Company**, located at 27905 Smyth Drive, Santa Clarita, CA 91355, hereinafter identified as the “**DESIGN PROFESSIONAL**” For the following Project: **New Sewer Connection at Palm Crest Elementary School.**

### 2. SCOPE OF SERVICES:

- (a) The design professional services to be provided by Radfall Company are described in Attachment A (Radfall Proposal P101 Dated April 10, 2018).
- (b) Design Professional represents and warrants that all design professional services shall be provided by a person or persons duly licensed by the State of California to provide the type of services described in paragraph (a).

### 3. PAYMENT:

- (a) Payment for services. The District shall pay for services in accordance with Attachment A based on option selected for sewer connection and upon satisfactory completion of the services and delivery of the work product.
- (b) Reimbursement of expenses. The Design Professional will be reimbursed for actual, reasonable and necessary expenses incurred in the performance of services.
- (c) Contract Amount. The total contract amount for services under this Agreement shall not exceed **Twenty-Eight Thousand Six Hundred Dollars (\$28,600).**
- (d) Invoices. All invoices for services will be submitted on a monthly basis to the Director of Fiscal Services. The District generally will process and pay bills within thirty (30) days from receipt. Each bill shall include an invoice showing the amount of services rendered during the billing period and the fee for such services. If reimbursement of expenses is authorized, Design Professional shall submit monthly invoices for such expenses, including full documentation of each expense incurred. Payments are subject to a final audit upon completion of services or other termination of this contract.
- (e) Audit of Records. Design Professional shall maintain complete and accurate records of all payrolls, expenditures, disbursements and other cost items charged to the District or establishing the basis for an invoice, for a minimum of four (4) years from the date of final payment to Design Professional. All such records shall be clearly identifiable. Design Professional shall allow District representative to inspect, examine, copy and audit such records during regular business hours upon 24 hours notice.

### 4. TIME FOR PERFORMANCE:

- (a) Time is of the essence for this project. Design Professional will complete all design services by April 27, 2018 to submit plans to the City of La Canada for review and approval.
- (b) Extension of time for unforeseen circumstances. In the event that the Design Professional is unable to meet the completion date or schedule of services, if any, due to circumstances beyond Design Professional's reasonable control, such as war, riots, strikes, lockouts, work slow down or stoppage, except strikes, lockouts, or work slow down or stoppage of Design Professional's employees or subcontractors, acts of God, such as floods or

earthquakes, and electrical blackouts or brownouts, Design Professional shall inform the Program Manager of the additional time required to perform the work and the Program Manager may adjust the schedule.

## **5. STANDARD OF PERFORMANCE:**

- (a) Services shall be performed by Design Professional in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised under similar conditions by members of Design Professional's profession currently practicing in California. By delivery of completed work, Design Professional certifies that the work conforms to the requirements of this contract and all applicable federal, state and local laws and the professional standard of care in California.
- (b) Design Professional is responsible for making an independent evaluation and judgment of all conditions affecting performance of the work, including without limitation site conditions, existing facilities, seismic, geologic, soils, hydrologic, geographic, climatic conditions, applicable federal, state, and local laws and regulations, and all other contingencies or design considerations. Data, calculations, opinions, reports, investigations, and other similar information provided by the District relating to site, local, or other conditions is not warranted or guaranteed, either expressly or implied, by the District.
- (c) Design Professional's responsibilities under this section shall not be delegated. Design Professional shall be responsible to the District for acts, errors, or omissions of Design Professional's subcontractors.
- (d) Whenever the scope of work requires review, approval, conditional approval or disapproval by the District, it is understood that such review, approval, conditional approval or disapproval is solely for the purposes of administering this contract and determining whether the Design Professional is entitled to payment for such work, and not be construed as a waiver of any breach or acceptance by the District of any responsibility, professional or otherwise, for the work, and shall not does not relieve the Design Professional of responsibility for complying with the standard of performance or laws, regulations, industry standards, or from liability for damages caused by negligent acts, errors, omissions, noncompliance with industry standards, or the willful misconduct of Design Professional.

## **6. INDEPENDENT CONTRACTOR:**

Design Professional is an independent contractor. Neither Design Professional nor any of the Design Professional's officers, employees, agents or subcontractors, if any, is an employee of the District by virtue of this contract or performance of any work under this contract.

## **7. ASSIGNMENT:**

Design Professional shall not subcontract, assign or transfer voluntarily or involuntarily any of its rights, duties, or obligations under this contract without the express written consent of the District in each instance.

## **8. SUBCONTRACTORS:**

- (a) Design Professional will perform the work personally or through Design Professional's employees. Design Professional may subcontract work only upon prior approval of the District. If subcontracting of work is permitted, Design Professional shall pay subcontractor within ten (10) days of receipt of payment by District for work performed by a subcontractor and billed by the Design Professional. Use of the term subcontractor in any other provision of this contract shall not be construed to imply authorization for Design Professional to use subcontractors for performance of any service under this contract.
- (b) The District is an intended beneficiary of any work performed by the subcontractor for purposes of establishing a duty of care between the subcontractor and the District.

**9. DESIGN PROFESSIONAL'S EMPLOYEES:**

(a) Immigration Reform and Control Act of 1986. Design Professional is aware of the requirements of the Immigration Reform and Control Act of 1986 and shall comply with those requirements, including, but not limited to, verifying the eligibility for employment of all of Design Professional's officers, employees, agents and subcontractors that are included in this contract.

(b) Consultant Not Officer or Employee of District. The District hereby retains Design Professional on an independent contractor basis. The Design Professional shall not be deemed or construed to be an employee of the District for any purpose whatsoever, including, but not limited to, for income tax purposes, and the Design Professional is not entitled to the rights or benefits afforded to District's employees. Except as agreed by the parties and set forth in this Agreement, the Design Professional shall have the sole discretion to determine the manner in which it will perform the services under this Agreement. Any additional personnel performing the services on behalf of Design Professional also shall not be deemed or construed to be employees of the District, and, shall at all times be under Design Professional's exclusive direction and control. The Design Professional shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of services under this Agreement and as required by law. The Design Professional shall be responsible for all reports and obligations with respect to such personnel, including, but not limited to social security taxes, income tax withholding, unemployment insurance, disability insurance, and Workers' Compensation Insurance.

**10. FAIR EMPLOYMENT PRACTICES:**

The Design Professional represents and warrants that it is an equal opportunity employer and it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, promotion, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

**11. WORKPLACE CONDUCT AND BEHAVIOR:**

Design Professional and Design Professional's officers, employees, agents and subcontractors shall comply with the District's Substance-free Work Place Policy, and other rules and regulations governing work place safety, conduct, and behavior, for any portion of the work performed on the premises of the District or using District facilities or equipment.

**12. OWNERSHIP OF WORK PRODUCT:**

Upon delivery, the work product, including without limitation, all original reports, writings, recordings, drawings, files, and detailed calculations developed under this contract are the property of the District. Design Professional agrees that all copyrights which arise from creation of the work pursuant to this contract shall be vested in the District and waives and relinquishes all claims to copyright or other intellectual property rights in favor of the District. District acknowledges that its use of the work product is limited to the purposes contemplated by the scope of work and that the Design Professional makes no representation of the suitability of the work product for use in or application to circumstances not contemplated by the scope of work.

**13. FORMAT OF DOCUMENTS:**

Documents submitted to the District in electronic format shall be formatted according to specifications provided by the District, or if not otherwise specified, in Microsoft Word, Excel, PowerPoint or other Microsoft Office Professional 2007 format as appropriate for the particular work product or, if directed by the Program Manager in Adobe Acrobat pdf format.

**14. CHANGES IN WORK:**

No payment for changed or additional work shall be made unless the changed or additional work has first been approved in writing by the District and the parties have agreed upon the appropriate adjustment, if any, to the payment schedule and maximum payment amount for the changed or additional work. The District may order changes or additions to the scope of work. Whether a change or addition to the scope of work is proposed by the Design Professional or ordered by the District, the parties shall in good faith negotiate an appropriate adjustment, if any, to the payment schedule and maximum payment for the changed or additional work. An approved change or addition, along with the payment adjustment, if any, will be effective upon an amendment to this contract executed by both parties. The amendment shall not render ineffective or invalidate unaffected portions of this contract.

**15. CONFIDENTIALITY:**

(a) Confidential Nature of Information. Design Professional shall treat all information obtained from the District in the performance of this contract as confidential and proprietary to the District. Design Professional shall treat all records and work product prepared or maintained by Design Professional in the performance of this contract as confidential.

(b) Limitation on use and disclosure. Design Professional agrees that it will not use any information obtained as a consequence of the performance of work for any purpose other than fulfillment of Design Professional's scope of work. Design Professional will not disclose any information prepared for the District, or obtained from the District or obtained as a consequence of the performance of work to any person other than the District, or its own employees, agents or subcontractors who have a need for the information for the performance of work under this contract unless such disclosure is specifically authorized in writing by the District.

(c) Survival. Design Professional's obligations under this paragraph shall survive the termination of this contract.

**16. PROHIBITED INTEREST:**

No official or employee of the District who is authorized in such capacity on behalf of the District to negotiate, make, accept, or approve, or take part in negotiating, making, accepting, or approving this contract, shall become directly or indirectly interested in this contract or in any part thereof. No officer or employee of the District who is authorized in such capacity and on behalf of the District to exercise any executive, supervisory, or similar functions in connection with the performance of this contract shall become directly or indirectly interested personally in this contract or any part thereof.

**17. CONFLICT OF INTEREST:**

Disqualification. Design Professional shall not make or participate in making or in any way attempt to use Design Professional's position to influence a governmental decision in which Design Professional knows or has reason to know Design Professional has a direct or indirect financial interest other than the compensation promised by this contract. Design Professional will not have such interest during the term of this contract. Design Professional will immediately advise the District if Design Professional learns of a financial interest of Design Professional's during the term of this contract. If Design Professional's participation in another District project would create an actual or potential conflict of interest, in the opinion of the District, the District may disqualify Design Professional from participation in such other project during the term of this Contract.

**18. INDEMNIFICATION:**



(a) Indemnification and Hold Harmless. For purposes of this Paragraph, the term "District" is deemed to include its Board members, officers, employees and agents. The Design Professional hereby agrees that it shall indemnify and defend the District, and hold the District harmless, against and from any and all claims, demands, causes of action, costs, including, without limitation attorneys fees and expenses, liabilities, losses, damages and injuries of any kind (including those related to any injury to property or to the injury or death of any person) that in any manner arise out of, or pertain to negligence, recklessness, or willful misconduct of the Design Professional or its officials, officers, employees, subcontractors, Design Professionals or agents in connection with this Agreement or the performance of the services under this Agreement. The obligations of the Design Professional set forth in this Paragraph shall survive termination of the Agreement with respect to services provided prior to termination or expiration of this Agreement. However nothing above requires the Design Professional to pay for or be responsible in any manner to the District for intentional or negligent acts of the District. The District shall indemnify and hold harmless the Design Professional from and against all damages, claims and liability arising out of the negligent acts, errors, or omissions of the District, its officers, agents, consultants, and employees, including all judgments, awards, losses, expenses, costs and attorneys' fees.

(c) The review, acceptance or approval of the Design Professional's work or work product by any indemnified party shall not affect, relieve or reduce the Design Professional's indemnification or defense obligations. This Section survives completion of the services or the termination of this contract. The provisions of this Section are not limited by and do not affect the provisions of this contract relating to insurance.

## **19. INSURANCE:**

(a) The Design Professional, at its own cost, shall obtain and maintain during the term of this Agreement all insurance policies required pursuant to this Article. The District shall be named as an additional insured with respect to all such insurance except professional liability and Workers' Compensation Insurance. The insurance policies required pursuant to this Agreement shall be issued by one or more insurers licensed to do business in this State and having an A.M. Best Company rating of not less than an "A-9." Prior to commencing the services under this Agreement, the Design Professional shall provide to the District authorized and executed certificates of insurance evidencing that such insurance policies are in effect ("Certificates of Insurance"). The Certificates of Insurance shall name the District as an additional insured and shall expressly require that the insurer notify the District not less than thirty (30) days prior to any cancellation of any such insurance policy. Language therein to the effect that the insurer shall "endeavor" to provide such notices shall not be acceptable. The District shall review the Certificates of Insurance required pursuant to this Paragraph to determine whether they comply with the requirements of this Agreement. The Design Professional shall provide updated Certificates of Insurance to the District for each renewal of an insurance policy required pursuant to this Article. Any failure by Design Professional to comply with the provisions of this Article shall be deemed a material breach of this Agreement.

1. Workers Compensation Insurance. The Design Professional shall obtain and maintain Workers' Compensation Insurance as required by the Labor Code and Employer's Liability Insurance with coverage in an amount not less than the statutory limit.

2. Professional Liability Insurance. The Design Professional shall obtain, and shall maintain until at least five (5) years after filing of the Notice of Completion, Professional Liability Insurance with coverage in an amount of not less than one million dollars (\$1,000,000.00).

3. General Liability Insurance. The Design Professional shall obtain and maintain during the term of the Agreement a policy of commercial general liability insurance, written on an "occurrence" basis, providing coverage with a combined single limit of not less than two million dollars (\$2,000,000) for all activities conducted by Design Professional pursuant to this Agreement ("Liability Policy"). The Liability Policy shall contain a cross-

liability endorsement and a waiver of the insurer's rights of subrogation. The Liability Policy shall include limited coverage for the contractual liability assumed by the Design Professional pursuant to this Agreement. The Liability Policy shall be primary with respect to any insurance or self-insurance programs covering the District, its Board members, officers, employees, agents and consultants.

4. Automobile Liability Insurance. The Design Professional shall obtain and maintain during the term of this Agreement policies of business automobile liability insurance with a combined single limit of not less than one million dollars (\$1,000,000) per occurrence. Such insurance shall include coverage for owned, hired and non-owned automobiles.

(b) Design Professional Insurance. All engineers, experts and other consultants employed by or under contract to the Design Professional in connection with this Agreement shall be required to independently comply with the insurance standards and requirements set forth in Paragraph (a) of this Article, unless other standards or requirements are approved by the District in writing. Unless such other insurance standards or requirements are approved in writing by the District, the Design Professional's agreements with its consultants shall contain provisions making them subject to the requirements set forth in Paragraph (a) of this Article.

The Design Professional shall procure and maintain through termination or Final Acceptance of the Project, Workers Compensation Coverage and commercial liability insurance for protection from claims, actions, damages, and liabilities due to or arising out of bodily injury, automobile accidents, personal injury, sickness, disease, death, or other incidents for himself and all his employees and from claims, action, damages, and liability to or destruction of property arising out of services provided under this Agreement.

## **20. ACCIDENT REPORTS:**

Design Professional shall immediately report (as soon as feasible, but not more than 24 hours) to the District any accident or other occurrence on District's property causing injury to persons or property during the performance of this Contract. If required by the District, the report shall be made in writing and shall include, at a minimum: (a) the names, addresses, and telephone numbers of the persons involved, (b) the names, addresses and telephone numbers of any known witnesses, (c) the date, time and description of the accident or other occurrence.

## **21. COVENANT AGAINST CONTINGENT FEES:**

Design Professional agrees that its firm has not employed or retained any company or person, other than a bona fide employee working for Design Professional, to solicit or secure this contract, and that Design Professional has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon, or resulting from, the award or making of this contract. For breach or violation of this provision, the District shall have the right to terminate this contract without liability, or, in its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fees, gift, or contingent fee.

## **22. TERMINATION OR ABANDONMENT:**

(a) District's Rights. The District has the right to terminate or abandon any portion or all of the work by giving 10 days' written notice. Upon receipt of a notice of termination, Design Professional shall perform no further work except as specified in the notice. Before the date of termination, Design Professional shall deliver to District all work product, whether completed or not, as of the date of termination and not otherwise previously delivered. The District shall pay Design Professional for services performed in accordance with this contract before the date of termination. If this contract provides for payment of a lump sum for all services or by task and termination occurs before completion of the work or any defined task which according to the performance schedule

was commenced before the notice of termination, the fee for services performed shall be based on an amount mutually agreed to by the District and Design Professional for the portion of work completed in conformance with this contract before the date of termination. In addition, the District will reimburse Design Professional for authorized expenses incurred and not previously reimbursed. The District shall not be liable for any fees or costs associated for the termination or abandonment except for the fees, and reimbursement of authorized expenses, payable pursuant to this section.

(b) **Design Professional's Rights.** Design Professional, if Design Professional is not in default or breach, may terminate Design Professional's obligation to provide further services under this contract upon 30 days' written notice only in the event of a material default by the District, which default has not been cured within thirty (30) days following the written notice.

### **23. SUCCESSORS OR ASSIGNS:**

All terms, conditions, and provisions of this contract shall apply to and bind the respective heirs, executors, administrators, successors, and assigns of the parties. Nothing in this paragraph is intended to affect the limitation on assignment.

### **24. DAMAGE OR LOSS OF EQUIPMENT OR FACILITIES:**

(a) **General Obligation.** Design Professional shall pay to the District the replacement cost of any equipment or repair cost of any facilities provided by the District for Design Professional's use in performance of services that is lost or damaged by Design Professional or Design Professional's officers, employees, agents, or subcontractors.

(b) **Keys.** During the term of the contract, Design Professional may be issued keys to District facilities in order to perform the scope of work. Keys shall not be loaned, duplicated, or given to anyone not authorized to have the keys. Design Professional will sign for each key and each key will be returned to the Program Manager when access to that area is no longer authorized, or at the end of the contract term, whichever is applicable. Should keys become lost or stolen, Design Professional shall immediately notify the Program Manager. A charge will be assessed for all expenses incurred by the District, including the replacement of locks, lock cores, keys, and other materials necessary to ensure the District security level is returned to the same level existing prior to the loss of the key(s).

### **25. ELECTRONIC COMMUNICATIONS:**

During the course of this contract, communications may occur through sending, receiving or exchanging electronic versions of documents and e-mails using commercially available computer software and Internet access. Design Professional and the District acknowledge that the Internet is occasionally victimized by the creation and dissemination of so-called viruses, or similar destructive electronic programs. Design Professional and the District view the issues raised by these viruses seriously and have invested in document and e-mail scanning software that identify and reject files containing known viruses. Design Professional agrees to update its system with the software vendor's most current releases at regular intervals. Because of the virus scanning software, the respective computer systems of the parties may occasionally reject a communication. The parties acknowledge that this occurrence is to be expected as part of the ordinary course of business. Because the virus protection industry is generally one or two steps behind new viruses, neither party can guarantee that its respective communications and documents will be virus free. Occasionally, a virus will escape and go undetected as it is passed from system to system. Although each party will use all reasonable efforts to assure that its communications are virus free, neither party warrants that its documents will be virus free. Each party agrees to advise the other if it discovers a virus in its respective system that may have been communicated to the other party.

### **26. LAWS AND VENUE:**

This contract and disputes arising out of or relating to the contract or the parties' relationship are governed by the

laws of the State of California. Any action or proceeding arising out of or relating to the contract or the parties' relationship shall be brought in a state or federal court situated in the County of Los Angeles, State of California.

## **27. ADMINISTRATION:**

(a) The District's Program Manager is: Harold Pierre, P.E, Linik Corp, (661)621-1318, [hpierre@linikcorp.com](mailto:hpierre@linikcorp.com).

The District's Program Manager shall be authorized to act on the District's behalf with respect to all aspects of the Project. The District or the District's Designated Representative shall render decisions in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Design Professional's services.

The Design Professional shall be aware that the District's Program Manager is not able to bind the District and shall communicate and coordinate with the District's Program in all instances regarding the Project, Project Program, Project Schedule, Project Budget, communication, transfers of information, scheduling meetings, and any District's requests.

The Design Professional shall communicate with the District through the District's Program Manager.

(b) The Design Professional:

Designated Representative is: S. Alex Cooke, Principal [[alex.cooke@radfall.com](mailto:alex.cooke@radfall.com) (661) 257-7566]

The Design Professional's Designated Representative shall be authorized to act on the Design Professional's behalf with respect to the Project and to bind the Design Professional and the Design Professional's consultants.

(c) Notices. Any notice or instrument required to be given or delivered by law or this contract shall be effective upon receipt thereof and shall be by personal service or delivered by depositing the same in any United States Post Office, registered or certified, postage prepaid, addressed to:

District:  
La Canada Unified School District  
4490 Cornishon Avenue  
La Canada, CA 91011  
Attn: Mark Evans, Asst Superintendent of Business & Administrative Services

Design Professional:  
Radfall Company  
27905 Smyth Drive  
Santa Clarita, CA 91355  
Attn: Alex Cooke, Principal

Either party may change the address or identity of the person for notices under this paragraph by written notice to the other delivered in accordance with this paragraph.

(e) Routine Administrative Communications. Routine administrative communication required to be in writing may be by personal delivery, mail, facsimile transmission or electronic mail as agreed between the Design Professional and Contract Manager.

## **28. INTEGRATION AND MODIFICATION:**

This contract represents the entire understanding of the District and Design Professional as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This contract may not be modified, amended, or altered except in writing signed by

the District and Design Professional.

**29. ADVICE OF COUNSEL:**

The parties agree that they are aware that they have the right to be advised by counsel with respect to the negotiations, terms, and conditions of this contract, and that the decision of whether or not to seek the advice of counsel with respect to this contract is a decision which is the sole responsibility of each of the parties hereto. This contract shall not be construed in favor or against either party by reason of the extent to which each party participated in the drafting of the contract.

**30. INDEPENDENT REVIEW:**

Each party hereto declares and represents that in entering this contract it has relied and is relying solely upon its own judgment, belief and knowledge of the nature, extent, effect and consequence relating thereto. Each party further declares and represents that this contract is being made without reliance upon any statement or representation not contained herein of any other party, or any representative, agent, or attorney of any other party.

**31. TIME:**

Time is of the essence in this contract. Any reference to days means calendar days unless otherwise specifically stated.

**32. ASSIGNMENT OF ANTI-TRUST CLAIMS:**

The Design Professional offers and agrees to assign to the District all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act [Chapter 2 (commencing with § 16700) of Part 2 of Division 7 of the Business and Professions Code], arising from purchases of goods, services, or materials pursuant to the contract. This assignment shall become effective at the time the District tenders final payment to Design Professional, without further acknowledgment by the parties. The Design Professional shall have the rights set forth in Sections 4553 and 4554 of the Government Code.

**33. TAXES:**

The Design Professional shall pay all applicable federal, state, and local excise, sales, consumer use, and other similar taxes required by law for the execution of the work.

**34. SIGNATURES:**

The individuals executing this contract represent and warrant that they have the legal capacity and authority to do so on behalf of their respective legal entities.

IN WITNESS WHEREOF, the parties have executed this contract on the following date.

DATED: \_\_\_\_\_, 2018

La Canada Unified School District

\_\_\_\_\_

By: \_\_\_\_\_

Design Professional:

\_\_\_\_\_

By: \_\_\_\_\_