



p. 949.261.1001
w. lpainc.com

f. 949.260.1190
e. lpa@lpainc.com

5161 California Avenue, Suite 100, Irvine, California 92617

AGREEMENT

Made as of the 26th day of March in the year of Two Thousand 2018

BETWEEN the District: **LA CANADA UNIFIED SCHOOL DISTRICT**
4490 Cornishon Ave.
La Canada, CA 91001

and the Architect: **LPA, INC.**
5161 California Ave.
Suite 100
Irvine, CA 92617-8002

Jon Mills, is the Principal-in-Charge – California License No. C21169

For the following Project:

Synthetic Turf Drainage Assistance

The District and the Architect agree as set forth below.

TERMS AND CONDITIONS OF AGREEMENT BETWEEN DISTRICT AND ARCHITECT

ARTICLE 1

ARCHITECT'S SERVICES

- 1.1 Refer to Exhibit 'A' (March 20, 2018 letter to Harold Pierre (Program Manager, Link Corp.) in reference to La Canada Turf Drainage Assistance) for a description of Architect's Services.

ARTICLE 2

DISTRICT'S RESPONSIBILITIES

- 2.1 The District shall provide full information regarding requirements for the Project as set forth in Exhibit A and any other information that Architect may reasonably request, and Architect shall be entitled to rely without any further obligation or duty to verify the information contained therein District.
- 2.2 The District shall designate a representative authorized to act on the District's behalf with respect to the Project. The District or such authorized representative shall render decisions in a timely manner pertaining to documents submitted by the Architect in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

ARTICLE 3

USE OF ARCHITECT'S DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS

- 3.1 The prepared by Architect for this Project are instruments of Architect's service of the Architect for use solely with respect to this Project and, unless otherwise provided, Architect shall be deemed the author of these documents and shall retain all common law, statutory and other reserved rights, including any copyright.
- 3.2 Submission or distribution of documents to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the Architect's reserved rights.

ARTICLE 4

ARBITRATION

- 4.1 In the event of a dispute between the parties as to performance of the work, the interpretation of this Agreement, payment or nonpayment for work performed or not performed or for disputes on whether or not the Architect is in default, the parties shall first attempt to resolve the dispute either informally or through the mediation process before resorting to litigation or arbitration. If the Architect has not been previously terminated by the District; then pending resolution of this dispute, Architect agrees to continue the work diligently to completion and District agrees to make progress payments as called for herein. If the dispute is not resolved, Architect agrees that it will neither rescind the Agreement nor stop the progress of the work, as long as the District continues to make payments on all invoices and shows a good faith effort to resolve the dispute by mediation or other means.
- 4.2 Claims, disputes or other matters in question between the Parties to this Agreement arising out of or relating to this Agreement or breach thereof shall only be subject to and decided by arbitration if the parties mutually agree to arbitration as opposed to litigation at the time of the dispute. If Arbitration is decided upon then Arbitration shall be in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association or other Alternative Dispute Resolution ("ADR") forum acceptable to both parties currently in effect.
- 4.3 Demand for arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association or other Alternative Dispute Resolution ("ADR") forum acceptable to both parties. A demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statutes of limitations.
- 4.4 No arbitration arising out of or relating to this Agreement shall include, by consolidation, joinder or in any other manner, an additional person or entity not a party to this Agreement, except by written consent containing a specific reference to this Agreement signed by the District, Architect, and any other person or entity sought to be joined. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent or

with a person or entity not named or described therein. The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by the parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

- 4.5 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

ARTICLE 5 **TERMINATION, SUSPENSION OR ABANDONMENT**

- 5.1 This Agreement may be terminated by either party upon not less than seven days' written notice.

ARTICLE 6 **MISCELLANEOUS PROVISIONS**

- 6.1 Unless otherwise provided, this Agreement shall be governed by the laws of the principal place of business of the Architect.
- 6.2 This Agreement represents the entire and integrated agreement between the District and Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both District and Architect.
- 6.3 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 District or Architect.
- 6.4 Unless otherwise provided in this Agreement, the Architect and Architect's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances.

ARTICLE 7 **PAYMENTS TO THE ARCHITECT**

- 7.1 The Architect shall be entitled to invoice monthly and District shall pay undisputed amounts within thirty (30) days of receipt of invoice.
- 7.2 **ARCHITECT'S ACCOUNTING RECORDS**
- 7.2.1 Records of Reimbursable Expenses, if any, and expenses pertaining to Architect's services shall be available to the District or the District's authorized representative at mutually convenient times.

ARTICLE 8 **BASIS OF COMPENSATION**

- 8.1 The District shall compensate the Architect in accordance with Exhibit A. The Architect's hourly rates are set forth in Exhibit B.
- 8.2 **REIMBURSABLE EXPENSES**
- 8.2.1 FOR REIMBURSABLE EXPENSES shall be compensated as a multiple of one point one-zero (1.10) times the expenses incurred by the Architect, the Architect's employees and consultants in the interest of the Project.

ARTICLE 9 **OTHER CONDITIONS**

- 9.1 The provisions of Article 9 shall supplement, modify and, if in conflict, take precedence over the other provisions of this Agreement.

- 9.1.1 It is assumed that the Architect will work only with the District's designated representative, in the development of the Project. If, during the course of the Project, the Architect is required to work with additional parties, as representative of the District, the Architect will be entitled to renegotiate the compensation.
- 9.1.2 Architect will work with all consultants hired by District to coordinate the Architect's work with the work of the District's consultants. It is not the responsibility of the Architect to direct or coordinate work between consultants hired by District.
- 9.1.3 The Architect shall visit the site at the intervals set forth in Exhibit A to become generally familiar with the progress and quality of the Contractor's work completed and to determine in general if the Work is being performed in a manner indicating that the Work when completed will be in accordance with the Contract Documents.
- 9.1.4 On account of the circumstances described in Exhibit A, District releases the Architect and the Architect's consultants from all claims and causes of action arising from the Architect's services.
- 9.1.5 The Architect shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility under the Contract for Construction.

This Agreement executed as of the day and year first written above.

DISTRICT: **La Canada Unified School District**

ARCHITECT: **LPA, Inc. a California Corporation**

(Signature)

TBD

TBD

(Printed name and title)

(Signature)

Jon Mills

Chief Operating Officer

EXHIBIT 'A'

See attached March 20, 2018 letter to Harold Pierre (Program Manager, Link Corp.) in reference to La Canada Turf Drainage Assistance.

EXHIBIT 'B'

BASIC HOURLY RATE SCHEDULE

<u>Category</u>	<u>Billing Rate</u>
Principal	\$245.00
Director	\$215.00
Discipline Director	\$205.00
Project Director	\$185.00
Project Leader	\$165.00
Manager	\$145.00
Design Coordinator II	\$140.00
Senior Specialist	\$120.00
Design Coordinator I	\$115.00
Designer III	\$105.00
Designer II	\$95.00
Specialist	\$90.00
Designer I	\$85.00
Intern	\$70.00

NOTE: These rates are subject to change annually in January.



60 South Market Street, Suite 150, San Jose, California 95113

p. 408.780.7200 f. 408.780.7201
w. lpainc.com e. lpa@lpainc.com

March 20, 2018

Mr. Harold Pierre
Program manager
LINIK CORP.
P.O. Box 803040
Santa Clarita, Ca. 91380-3040

Re: **La Canada High School**
Synthetic Turf Drainage Assistance
LPA Project #

Dear Harold:

Thank you for taking the time last week to discuss the drainage issues at the synthetic turf field at La Canada High School. Based on that discussion and supplementary information provided by the District, it is our understanding the District replaced the synthetic turf field at the High School within the last two years. That project included the removal of the existing synthetic turf and the placement of a new Brock shock pad and Astroturf synthetic turf surfacing infilled with Zeolite. At the time of resurfacing, the base material was protected in place and no revisions were made to the drainage system, perimeter trunk lines or trenches. During the 2016/2017 season it became evident that the field did not drain as anticipated and water accumulated along the perimeter of the field. Additional water was observed throughout the field and on the adjacent track. Based on the letter by A4E and dated July 21, 2017, it is understood that the drainage issues predated the installation of the new surfacing.

As a result of the conditions noted above, the District has requested LPA assist in assessing recommendations prepared to date and evaluating considerations to potentially improve the drainage on the field. The services discussed in our conference call last week and further elaborated may include, at the Districts discretion, the following:

1. Review of existing information provided by the District including any record drawings, assessments, investigative data, recommendations from A4E and Radfall Company and the proposal from AFE.
2. Initial on-site meeting with the LCUSD to review site conditions.
3. Initial meeting with AFE (and potentially Astroturf) to review their findings/recommendations and to discuss any additional site confirmation they would be required to perform. Meeting to be concurrent with Initial on-site meeting noted in Item 2.
4. Development of a detail for replacement of the perimeter trench gravel and drain pipe (if possible).
5. Up to Two (2) site visits during construction to review progress and the develop a report of observations for the District.
6. Telephone Coordination with the District as required.

LPA specifically excludes the following from our Scope of Services and fees for this proposal unless otherwise incorporated into our Scope of Services by addenda:

1. Detailed site reviews, forensics, testing or confirmation of existing systems.
2. Development of plans and specifications other than the detail noted.
3. Agency meetings, submittals, or reviews including but not limited to DSA.
4. Topographic or utility survey.
5. Stamping any drawings or documents.
6. Cost Estimating.
7. Any item not specifically included in the base services.



Harold Pierre
LINIK CORP.
LA CANADA HIGH SCHOOL
LPA PROJECT NO. 16111.20

March 20, 2018

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LPA's services are limited in scope and are intended to assist the District in assessing and developing considerations to potentially increase the drainage currently evident on site. Since LPA is not the original design architect, was not involved in the original construction, has not confirmed the condition or materials installed and since our services are limited in nature, LPA cannot confirm or guarantee any of the solutions will meet the Districts requirements and cannot be liable for any solutions developed. As discussed in our conference call, a supplementary agreement and release of liability will be prepared by LPA for District review and execution prior to beginning work.

To provide the greatest flexibility to the District, LPA is proposing an hourly contract for the services noted with a preliminary Not-To-Exceed hourly budget of \$15,000.00 plus reimbursables of \$2500.00. This process should allow LPA to coordinate directly with the District to provide the services noted and to accommodate adjustments or additional documentation that may be deemed necessary by the City. In the event the services requested exceed the preliminary budget noted, an adjustment to the Not-To-Exceed limit may be required.

Fees for these services are as outlined below:

Hourly Assistance: **\$ 15,000 Hourly**

Additional Reimbursable Allowance: **\$2500.00**

We hope this meets your expectations for these services. Please feel free to call us if you have any questions or need clarification on any of the items noted.

Sincerely,

LPA, INC.

Arash Izadi, ASLA / LEED BD+C / ISA
Principal / Director of Sport and Recreation

Cc: Mark Evans – LCUSD
Rick Musto – LPA
Jeff Yamamoto - LPA