



The Golden Rain Foundation provides an enhanced quality of life
for our active adult community of Seal Beach Leisure World

1.8 ACRES SUB-COMMITTEE

Agenda

Conference Room B/Via Zoom

Friday, April 15, 2022

10:00 a.m.

To view the live 1.8 Acres Sub-Committee meeting:

- Go to www.lwsb.com
- The tab will be active at 9:45 am on the day of the meeting
- The live streaming uses YouTube live and terminates at the close of the meeting

1. Call to Order/Pledge of Allegiance

2. Roll Call/Notice of Quorum

3. Chairs Announcements

a. Introduction of Guests and Staff

Mark Weaver, Facilities Director

Jesse Cripps, Recreation Director

Mission Landscape Architecture

Farmscape

Deanna Jaksic, Recording Secretary

b. Rules of Order

c. Chair's Report

4. Shareholder/Member Comments (*Limited to 3 minutes per person*)

5. Approval of Minutes-N/A

6. Correspondence-N/A

7. Staff Reports-N/A

8. Unfinished Business- N/A

9. New Business

- a. Design Proposals from Mission Landscape Architecture and Farmscape (**pp. 1-49**)

10. Governing Documents- N/A

11. Future Agenda Items- N/A

12. Next Meeting

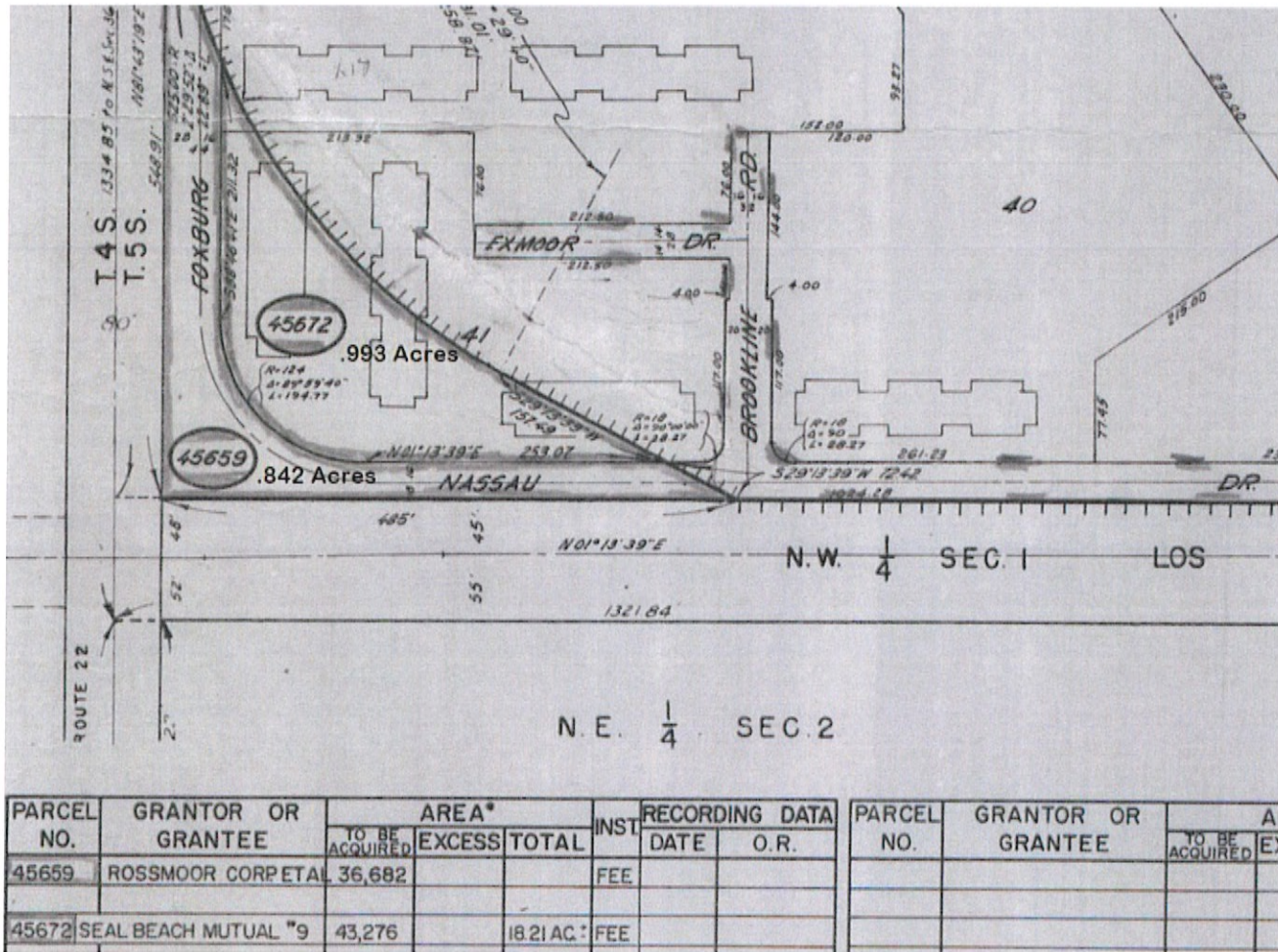
TBD

13. Adjournment

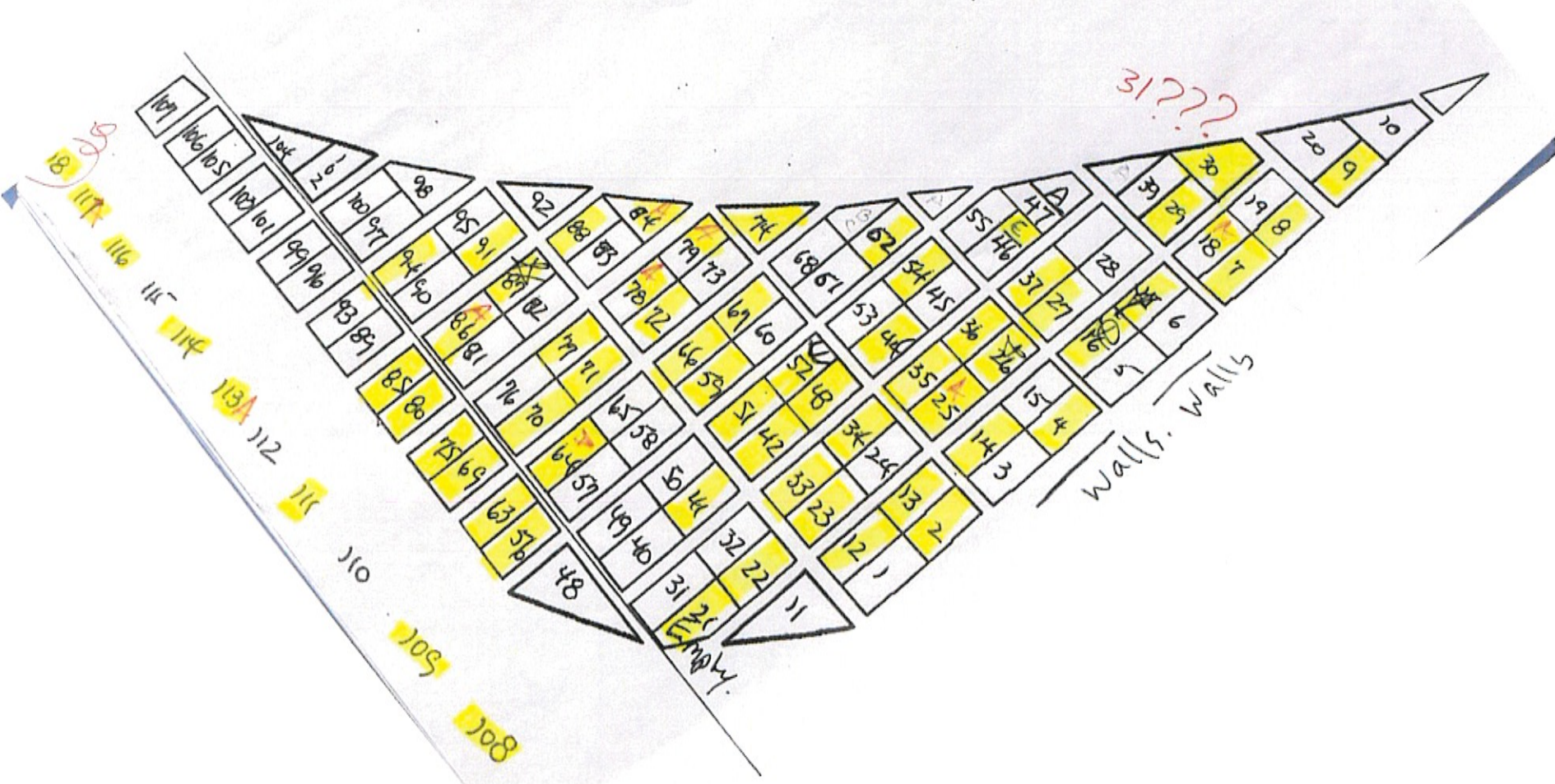
Please provide a Proposal for the following

- Survey Parcel 45672 and 45659
- Civil Engineer:
 - Site drainage
 - Layout 12' x 12' Garden plots
 - Aisles
 - Aisle ramps from sidewalk to Garden Plots
 - Water to Garden Plots
 - Keep Golf Car Service area for (Rolling Thunder Club)
 - Storage area for Service Maintenance
 - The remainder of the area will be allocated by Committee

Parcels to Survey and provide Civil



Original garden plots were 12'x24' change to 12'x12'



Aisles with water are 42-48" wide



Aisles are not 36" wide



Aisles are not 36" wide



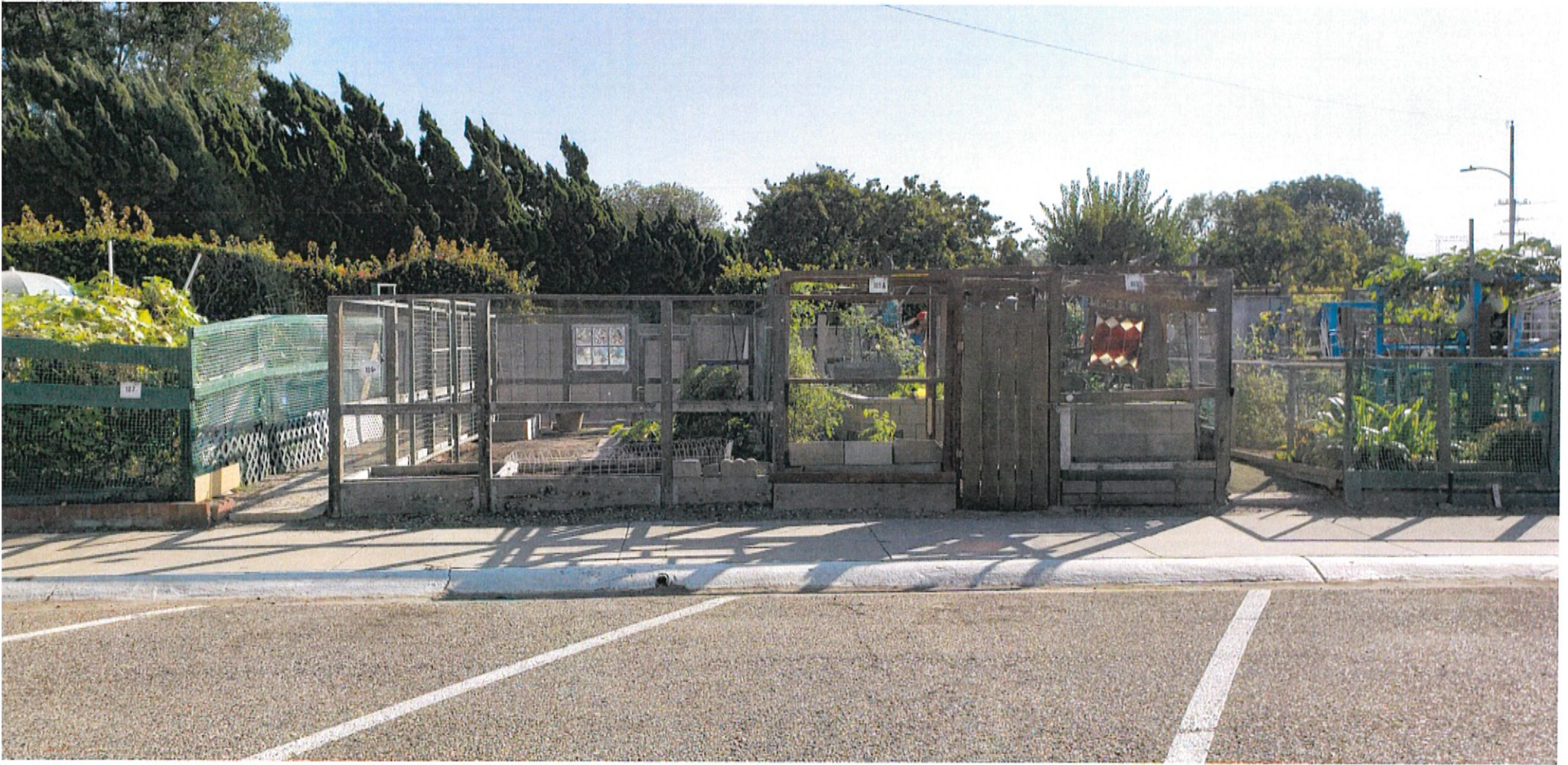




The aisle entrances are inconsistent, remove steps if possible





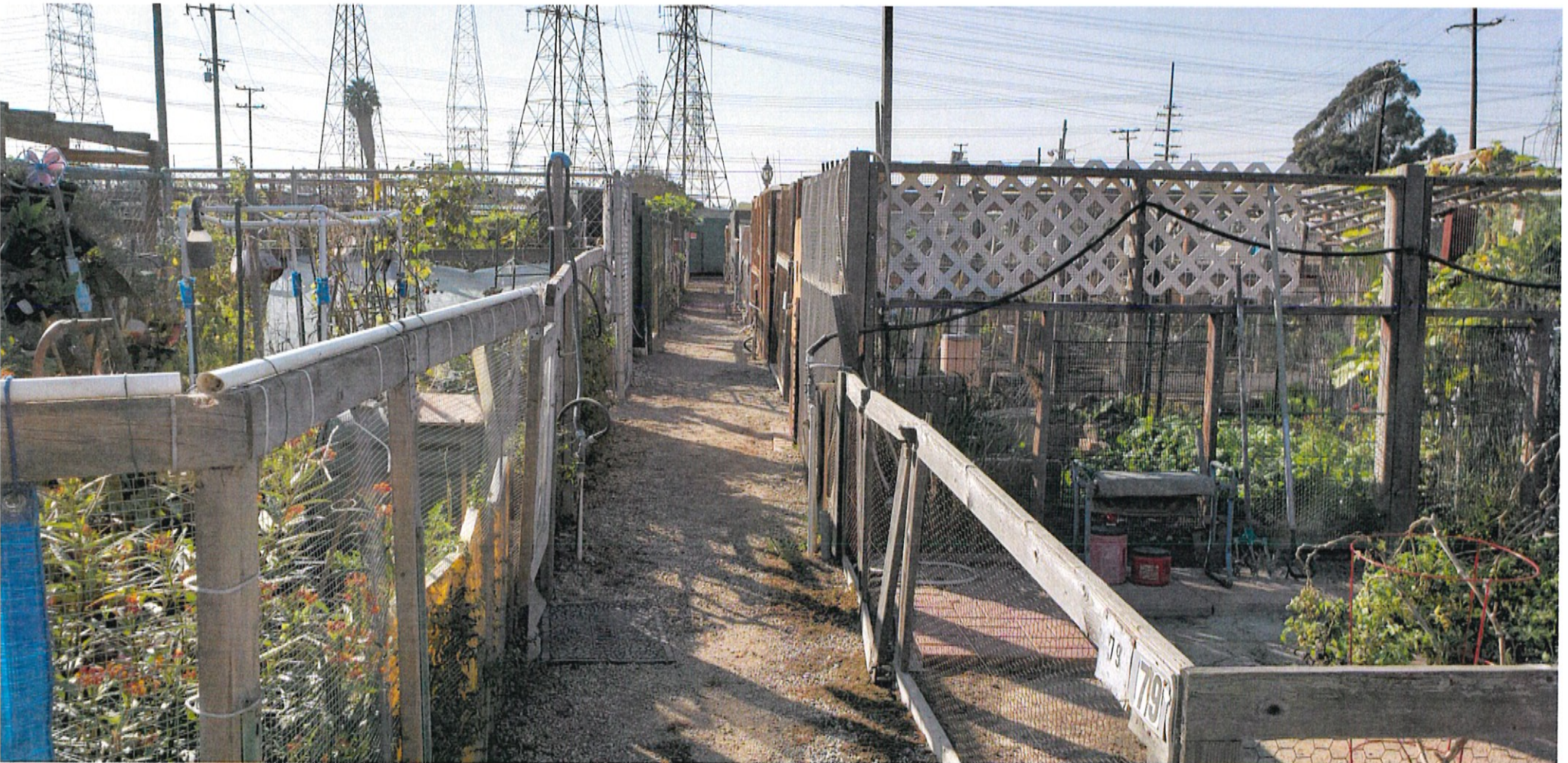








Hoses strung up to get water to plots













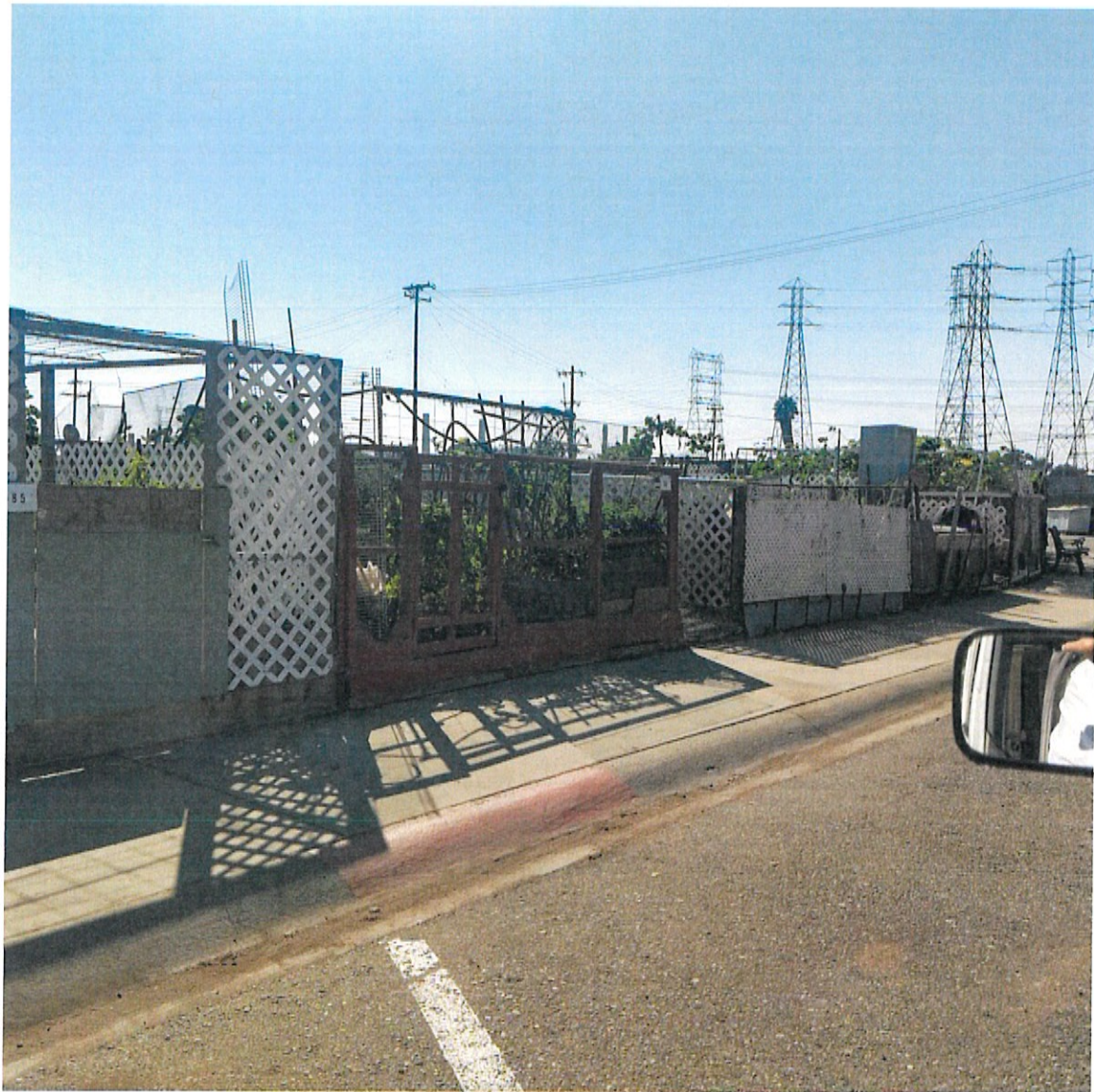












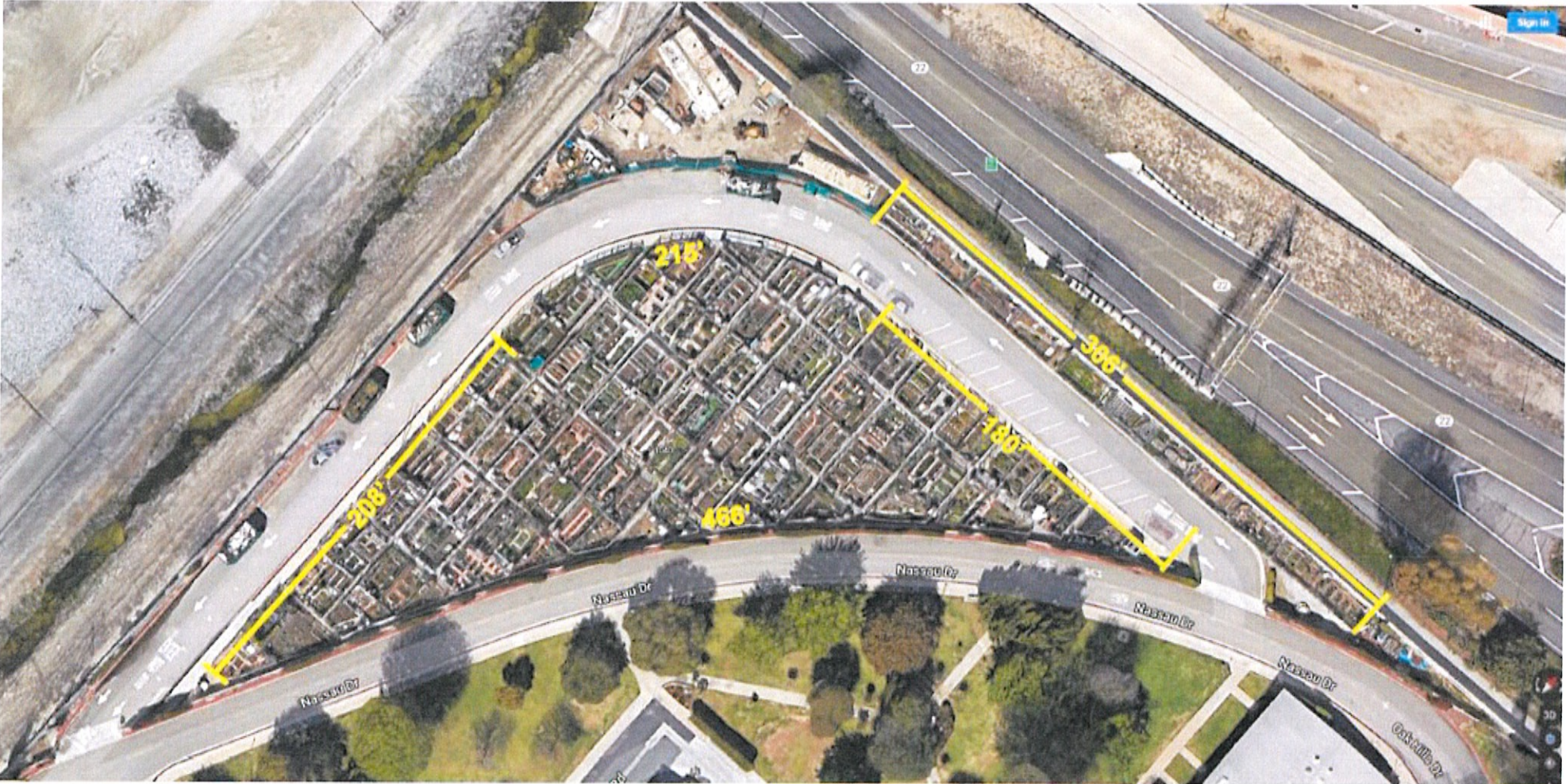








Original garden plots were 12'x24' change to 12'x12'





MISSION LANDSCAPE ARCHITECTURE

LANDSCAPE ARCHITECTURE DESIGN SERVICES PROPOSAL

May 26, 2021

Golden Rain Foundation

Randy Ankeny
Executive Director
P.O. Box 2069
Seal Beach, California 90740

PROJECT NAME: Leisure World – Mini Farms master plan

Location: 1880 Golden Rain Road
Seal Beach, California 90740

MLA Proposal No: P21 - 043

Dear Randy,

We are pleased to submit the following professional service proposal to provide Landscape Architectural Design Services for the Leisure World – Mini Farms master plan project.

DESCRIPTION OF SERVICES

Mission Landscape Architecture (MLA) will provide professional Landscape Architectural services consisting of preparing a Master Plan for the area known as the mini farms at the north west corner of Leisure World Seal Beach (LWSB). MLA's scope also includes a topographic survey and AutoCAD base file.

MLA has based its fees on the email / RFP provided, copy attached. We understand that there is a request to prepare a master plan for urban garden plots, layout for community trash disposal, storage area for Service Maintenance Department and small location for 800 sq. ft. of leasable space for golf cart service.

LANDSCAPE ARCHITECTURAL DESIGN SERVICES:

WORK PLAN

- A. KICK-OFF MEETING - meet with the project team to determine the Masterplan "Big Idea", various site plan components, functional relationships and site user influences on the site design. Establish specific design criteria, preliminary construction budget and schedule – assume one (1) meeting included in Master Plan package.
 - B. SITE RECONNAISSANCE - visit the site to observe, inventory and photograph existing conditions and site context.
 - C. EXISTING CONDITION / DEMOLITION PLAN – prepare an exhibit to illustrate the existing site features including recommendations for preservation, removal and or replacement.
 - D. MASTER PLAN - prepare a Master Plan illustrating the proposed design addressing elements including area for 250 +/- urban garden plots, storage for roll off dumpsters, storage area for Service Maintenance Department and 800 +/- sq. ft. of leasable space for golf cart service.
 - E. DETAILS AND ENLARGEMENTS - prepare Details and Enlargements of key areas, which describe the landscape design in greater detail.
 - F. DESIGN IMAGERY - gather Design Imagery of built designs that show a design character that is similar to that proposed for this project as well as imagery of proposed elements and amenities.
 - G. TOPOGRAPHIC SURVEY - provide a survey of the area and development of an AutoCAD base plan for use in preparing the master plan.
 - H. DESIGN REFINEMENT - based upon comments derived from The Client, provide design refinement during this phase of work. Allow for one (1) round of refinements.
1. Anticipated Phase Duration:
 - Six (6) to eight (8) Weeks
 2. Anticipated Base Scale:
 - One (1) overall site plan @ 1" = 20'
 - Enlargements areas @ 1/8" = 1' - 0"
 3. Anticipated Sheet Size:
 - 30" x 42"
 4. Anticipated Deliverables:
 - Existing Landscape Plan Exhibit
 - Master Plan
 - Details and Enlargements
 - Design Imagery
 - Client Submittal

FEE SCHEDULE:

1. Master plan package (lump sum fee)	\$12,750.00
2. Meetings with Committees (billed hourly T&M)	\$1,500.00
3. Topographic Survey (including MLA mark-up)	\$9,900.00

TOTAL MLA DESIGN FEE **\$24,150.00**

REIMBURSABLE EXPENSES

Reimbursable expenses are not included in the quoted fee and will be billed at cost plus 10%. Reimbursable expenses may include:

1. Reproduction costs (computer plots etc.)
2. Shipping and delivery.

TERMS

MLA will bill the Client monthly for a percentage of the work completed under the terms of the Contract. Payment is due within 30 days from date of invoice. If payment is not received within 30 days of invoice date, MLA may at its discretion stop work until the delinquent invoice has been paid.

ADDITIONAL SERVICES

Services in addition to those listed under LANDSCAPE DESIGN SERVICES, when requested, shall be identified as such and billed at the current billing rate schedule. Additional services shall include, but are not limited to the following:

1. GRAPHIC EXHIBITS - graphic exhibits required beyond those indicated listed under LANDSCAPE DESIGN SERVICES.
2. FEES - Payment for governmental permits, application fees, processing fees, and plan check fees.
3. EXCESS MEETINGS - meetings in excess of those listed under LANDSCAPE DESIGN SERVICES.
4. SPECIAL RENDERINGS - professional renderings often required to portray the landscape design in a more highly articulated or rendered fashion than is usually customary.



11.1.1.1. Payment Terms

1. In contracting with MLA for professional services, Client warrants that funds are available to compensate MLA for the total amount of services and expenses contracted and that these funds are neither encumbered nor contingent upon subsequent granting of approvals, permits or financial commitments by lending institutions or other third parties.
2. MLA submits invoices every four (4) weeks, not necessarily falling on the first or last day of the month. Client shall notify MLA, in writing, of any and all objections, to an invoice within ten (10) days of the date of invoice. Otherwise, the invoice shall be deemed proper and acceptable by the Client. Amounts indicated on invoices are due and payable immediately upon receipt. Client's account will be considered delinquent if MLA does not receive full payment within thirty (30) days after the invoice date.
3. A service charge will be applied at the rate of 2.0 percent per month (or the maximum rate allowable by law) to delinquent accounts. Payment thereafter will be applied first to accrued interest and then to the principal unpaid by the Client. Client shall pay all costs and expenses, including without limitation, reasonable attorneys' fees and expenses incurred by MLA in connection with the collection of delinquent accounts of Client.
4. If a delinquency by Client occurs, MLA may choose to suspend work. If such a decision to suspend work is made, MLA will notify Client in writing. MLA may choose to recommence work once a delinquency is completely cured and any and all attendant collection costs, fees, increases in costs or fees, or other amounts required to be paid by Client under this agreement are made in full. If a delinquency by Client occurs and MLA chooses not to suspend work, no waiver or estoppels shall be implied or inferred. Client agrees and understands that if MLA decides to so suspend its work, MLA shall not be liable for any costs or damages, including but not limited to delay and consequential damages, to the Owner, Client, or any other third party, that may arise from or be related to such a work suspension. Client agrees to hold MLA harmless from and completely indemnify MLA from and against any and all damages, costs, attorney's fees, and/or other expenses, which MLA may incur as a result of any claim by any person or entity arising out of such a suspension of work. Additionally, MLA maintains the right to withhold instruments of professional service pending payment.
5. It is recognized and agreed that the design services provided for in this Agreement will not and cannot be completed until all such services, including field observation services, have been performed in full by MLA. The Client acknowledges that the inability of MLA to complete those services will significantly increase the risk of loss resulting, among other causes, from misinterpretation of the intent of the design, unauthorized modifications thereto, and failure to detect errors and omissions in the plans and specifications before they become costly mistakes built into the project. Therefore, in the event that this Agreement is prematurely terminated or that MLA is otherwise precluded from completing the services set forth herein, the Owner agrees to hold harmless, indemnify and defend MLA from and against any and all claims, except those claims arising out of MLA's sole negligence or willful misconduct.
6. If any litigation, arbitration, or other legal action arising out of this contract ensues, the prevailing party shall be entitled to, without limitation, reasonable attorneys' fees, expenses, expert fees, and costs.
7. When non-standard billing is requested, time spent by office administrative personnel in preparation is a cost to the project and charged as technical labor.

MLA's liability for damage on account of any act, error, omission or other professional negligence shall be limited to a sum not to exceed fifty thousand dollars (\$50,000) or our contractual fee, whichever is smaller.

MLA'S STANDARD HOURLY RATE SCHEDULE

<u>Time Charges</u>	<u>Hourly Rate Range</u>
Senior Principals	\$145.00
Principals	\$135.00
Associates/Senior Project Managers	\$100.00
Project Managers	\$85.00
Assistant Designer	\$65.00
Professional, Administrative & Word Processing Staff	\$60.00

MLA's hourly rate schedule is subject to adjustment in January and July of each year.
The acceptance of these terms can be acknowledged by signing this letter below and returning it to the address noted below.

Respectfully submitted,

MISSION LANDSCAPE ARCHITECTURE



Rocco M. Campanozzi, RLA CA 1799
VP Landscape Architecture

Agreed to and accepted by: _____ Date: _____

* This proposal will be null and void if not executed within 60 days



Today's Ideas. Tomorrow's Reality.

May 25, 2021

SENT VIA EMAIL

Mission Landscape
Mr. Rocco Campanozzi

Re: Proposal for Survey Services at Leisure World Seal Beach, Seal Beach CA

PROPOSAL No. 04-MC-2021-R0

Dear Rocco:

Pursuant to Mission Landscape Architecture (MLA) request, Commercial Development Resources (CDR) is pleased to present our proposal to provide survey services at Leisure World Seal Beach. Limits of survey are attached as Exhibit A. CDR will provide the following scope of work (SOW):

- Task 1: Topographic and Boundary Survey:** CDR will prepare a topographic and boundary survey of the area shown in Exhibit A. This area is approximately 4.5 acres. Survey includes all structures, driveways, major landscaping, trees (6" diameter or larger), exterior fencing and street frontage (curbs, sidewalk, planters etc.). Owner shall provide a current title report to include all easements and encumbrances. CDR will plot all easements and encumbrances per title report. This is not an ALTA Survey. **\$9,000**

PAYMENTS AND COMPENSATION:

The fee for each project is will be based on a **LUMP SUM charge of \$9,000** (Nine Thousand Dollars). This Proposal and attached Schedule of Fees, and the Agreement for Professional Services shall serve as our Contract Agreement for this project.

Client:

CDR:

Mr. Rocco Campanozzi Date

Aaron Albertson, P.E. Date
Principal Engineer

COMMERCIAL DEVELOPMENT RESOURCES



**FEE SCHEDULE
MAY 2021**

PRINCIPAL	\$ 200.00 PER HOUR
PROJECT MANAGER	\$ 170.00 PER HOUR
PROFESSIONAL ENGINEER	\$ 150.00 PER HOUR
PROFESSIONAL SURVEYOR	\$ 140.00 PER HOUR
DESIGNER	\$ 135.00 PER HOUR
CADD SPECIALIST	\$ 80.00 PER HOUR
ONE PERSON ROBOTIC SURVEY	\$ 180.00 PER HOUR
TWO PERSON SURVEY CREW	\$ 250.00 PER HOUR
TECHNICAL ASSISTANT	\$ 60.00 PER HOUR
REIMBURSABLES	1.15 X COST
MILEAGE	\$ 0.55 PER MILE

GENERAL NOTES (APPLICABLE TO ALL SERVICES)

Direct non-salary expenses for engineering and technical personnel charged at cost + 15%. Engineering services transportation time charged portal/portal and automobile travel at \$0.55/mile, other modes of transportation charged at cost + 10%. Normal construction monitoring services workday 8:00 A.M. to 5:00 P.M., overtime rates (150%) applicable for services performed outside these hours and Saturday, Sundays, and Holidays. Minimum monitoring fee is 4 hours per trip.

Personnel compensation rates for court/arbitration related services for expert consultation in accordance with the rates indicated herein, with the exception of services performed in which the individual is placed in an adversary position such as testimony or deposition which will be charged at 200% of the standard hourly rates. A minimum \$1,500 retainer and an indemnification agreement are also typically required for these services.

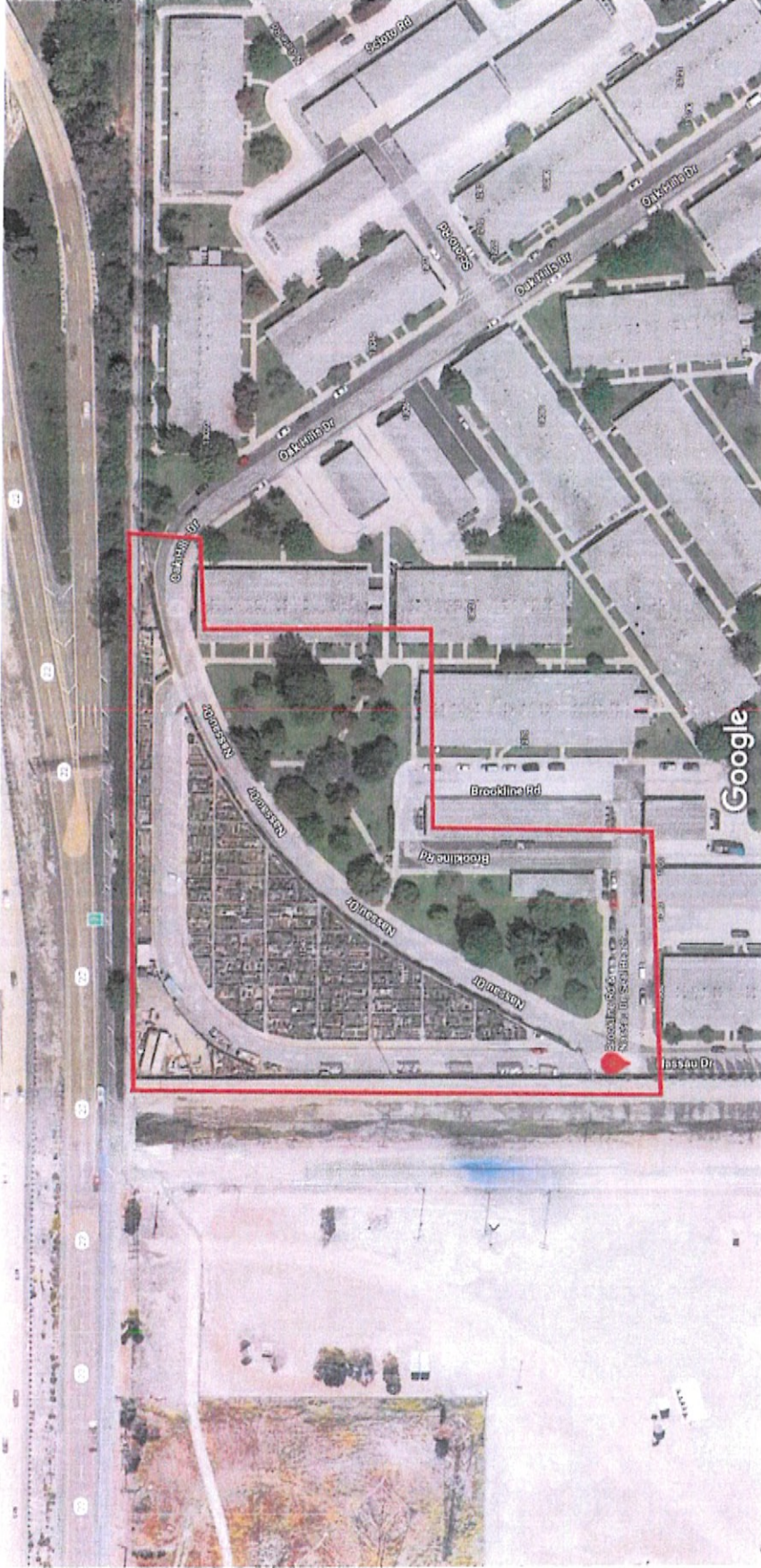
Invoices submitted once a month during period of contract and/or at completion of our services. Payment is due 15 days after receipt of invoice. Invoices remaining unpaid beyond 30 days accrue service fee of 24% annum or at a maximum allowable by law. Reasonable attorney fees incurred to collect overdue invoices will be reimbursed at cost. Litigation required to collect overdue invoices will be filed in Orange County, California and California law shall control.

Unit prices in this proposal remain in effect for 3 months after the date of the proposal and subject to change without notice thereafter. Unit prices are, however, subject to immediate change to comply with a prevailing wage rate, wage or benefit rate determination, wage substitution, or action by organized or union labor.



EXHIBIT A
LIMITS OF SURVEY

Google Maps Brookline Rd & Nassau Dr



Imagery ©2021 Maxar Technologies, U.S. Geological Survey, Map data ©2021 50 ft

GENERAL CONDITIONS OF CIVIL ENGINEERING, SURVEYING, CONSTRUCTION MANAGEMENT, TENANT COORDINATION, AND/OR PROPERTY INSPECTION SERVICES AGREEMENT

ARTICLE 0 – FORMATION OF CONTRACT

These General Conditions become part of the Agreement upon execution of the attached proposal by the Client and are incorporated into that Agreement. Together they form an integrated Agreement entered into, by, and between Commercial Development Resources ("CDR" or "Engineer") and the party for whom CDR is to perform services ("Client"). Conflicting terms or conditions that appear on an acceptance copy of any Agreement document, or subsequently issued documents, are invalid, unless accepted in writing by all parties to the Agreement. After the originating Agreement is made between CDR and Client for a particular project, any future ordering, reliance upon, or acceptance of CDR's services by Client for that particular project, including additional work orders, shall constitute Client's acceptance of the terms of this Agreement, including these Articles, regardless of whether Client delivers an executed copy of the Agreement document prior to the commencement of CDR services post execution of this Agreement. The Agreement, including these Articles, shall extend to the benefit of, and be binding upon, the successors, assigns, directors, officers, employees, agents, subcontractors, representatives, and consultants of CDR and Client. Client shall communicate these Articles to any third party or principal for whom, or to whom, Client conveys any part of CDR's services. CDR shall have no duty or obligation to any third or principal greater than is what set forth herein.

ARTICLE 1 – SERVICES OF ENGINEER

1.01 Scope

- A. Engineer shall provide, or cause to be provided, the services set forth in the Agreement herein attached.

ARTICLE 2 – OWNER'S RESPONSIBILITIES

2.01 General

- A. Owner shall pay Engineer as set forth in Article 4.
- B. Owner shall provide Engineer with all criteria and full information as to Owner's requirements for the Assignment, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any anticipated funding sources and budgetary limitations.
- C. Owner shall furnish to Engineer all existing studies, reports, and other available data pertinent to the Assignment, obtain or authorize Engineer to obtain or provide additional reports and data as required, and furnish to Engineer such services of others as may be necessary for the performance of Engineer's services.
- D. Owner shall arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.
- E. Owner shall be responsible for, and Engineer may rely upon, the accuracy and completeness of all requirements, instructions, reports, data, and other information Owner-furnished by Owner to Engineer pursuant to this Agreement. Engineer may use such requirements, instructions, reports, data, and information in performing or furnishing services under this Agreement.

ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES

3.01 Commencement

- A. Engineer is authorized to begin rendering services upon receipt of signed Agreement in addition to any other conditions outlined in Agreement.

3.02 Time for Completion

- A. Engineer shall complete its obligations within a reasonable time. Specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided in Agreement and are hereby agreed to be reasonable.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 Invoices

- A. *Preparation and Submittal of Invoices:* If an initial retainer is required as outlined in Agreement, then retainer will be due upon receipt of signed contract to begin work. The retainer amount will be deducted from the Agreement stipulated lump sum fee or if hourly deducted from estimated last invoice for project. Engineer shall prepare invoices in accordance with its standard invoicing practices and the terms of this Article. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 15 days of receipt and considered late if remain unpaid after 30 days.

4.02 Payments

- A. *Application to Service Charge and Principal:* Payment will be credited first to any service charge owed to Engineer and then to principal.
- B. *Failure to Pay:* If Owner fails to make payments due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then:
1. Engineer will be entitled to a service charge on all amounts due and payable at the rate of 2.0% per month, 24% per annum (or the maximum rate of service charge permitted by law, if less) from said thirtieth day; and
 2. Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims of delay or any other claims arising as a result of any suspension against Engineer for any such suspension.

4.03 Payment for Basic Services

- A. Using the procedures set forth in Paragraph 4.01, Owner shall pay Engineer for Basic Services as follows:
1. A Lump Sum amount and/or hourly rate of time and materials as outlined in the Agreement.
- B. The portion of the compensation amount billed monthly for Engineer's services will be based upon Engineer's estimate of the percentage of the Assignment actually completed during the billing period.
- C. For construction documents, first submittal to City will be considered 90% complete.
- D. Reimbursable include reproduction costs associated with of plans and reports as required for submittal and approvals per the governing jurisdictions. Mileage will be charged as outlined in Agreement and/or Schedule of Standard Fees.

4.04 Payment for Additional Services

- A. For Additional Services, where all possible Owner and Engineer shall agree upon a lump sum amount prior to starting an additional service. In the event a lump sum is not attainable for whatever reason, Owner shall pay Engineer an amount equal to the cumulative hours charged to providing the Additional Services under the Assignment by each class of Engineer's employees, times standard hourly rates for each applicable billing class, plus reimbursable expenses and Engineer's Consultants' charges, if any. Engineer's standard hourly rates and reimbursable expenses schedule are set forth in Schedule of Standard Fees.

4.05 Disputed Invoices

- B. If Owner contests an invoice, Owner shall promptly advise Engineer of the specific basis for doing so. If Owner does not notify Engineer within ten (10) days of receipt of any invoice, then the invoice is presumed accurate and any claim that any billing is not proper is thereby waived by Owner.

ARTICLE 5 – OPINIONS OF COST

5.01 Opinions of Probable Construction Cost

- A. Engineer's opinions of probable Construction Cost are to be made on the basis of Engineer's experience and qualifications and represent Engineer's reasonable estimate as an experienced and qualified professional generally familiar with the construction industry. However, because of the limited and preliminary nature of the Assignment, and because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, Owner must employ an independent cost estimator.

5.02 Opinions of Total Project Costs

- B. The services, if any, of Engineer with respect to Total Project Costs shall be limited to assisting the Owner in collating the various cost categories which comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

ARTICLE 6 – GENERAL CONSIDERATIONS**6.01 Standards of Performance**

- A. *Standard of Care:* The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services.
- B. *Consultants:* Engineer may employ such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- C. *Reliance on Others:* Subject to the standard of care set forth in Paragraph 6.01 A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- D. Engineer shall not be required to sign any documents, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such documents.
- E. Engineer shall not have any construction-related duties under this Agreement. Engineer shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a contractor to comply with Laws and Regulations applicable to such contractor's furnishing and performing of its work.

6.02 Use of Documents

- A. All Documents are instruments of service, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Assignment or Project is completed. Owner shall not rely, in any way, on any Document unless it is in printed form, signed or sealed by the Engineer or one of its Consultants.
- B. Either party to this Agreement may rely that data or information set forth on paper (also known as hard copies) that the party receives from the other party by mail, hand delivery, or facsimile, are the items that the other party intended to send. Files in electronic media format of text, data, graphics, or other types that are furnished by one party to the other are furnished only for convenience, not reliance, by the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern. If the parties agree to other electronic transmittal procedures, such procedures shall be set forth in an exhibit to this Agreement.
- C. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise during storage or transmittal, the party receiving electronic files agrees that it will perform acceptance tests or procedures within ten (10) days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any data deficiencies detected within the ten (10) day acceptance period will be corrected, if possible, by the party delivering the electronic files.
- D. When transferring documents in electronic media format, the transferring party makes no representations as to long-term compatibility, usability, or readability of such documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the documents creator.
- E. Owner may make and retain copies of Documents solely for Owner's information and reference in connection with the specific subject matter of the Documents, subject to receipt by Engineer of full payment for all services relating to preparation of the Documents, and subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use by Owner unless completed by the Engineer; (2) the Documents are instruments of study and report services only, and are not final design or construction documents; (3) no Document shall be altered, modified, or reused by Owner or any third party for any purpose except with Engineer's express written consent; (4) any use, reuse, alteration, or modification of the Documents, except as authorized in this Agreement or by Engineer's written consent, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Consultants; (5) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any unauthorized use, reuse, alteration, or modification of the Documents; and (6) nothing in this paragraph shall create any rights in third parties.

6.03 Insurance

- A. Engineer will maintain insurance coverage for General Liability, Professional Liability, and Automobile Liability and will provide certificates of insurance to Owner upon request.

6.04 Termination

- A. *Termination for Cause:* The obligation to continue performance under this Agreement may be terminated:
 - 1. By either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Engineer for its services is a substantial failure to perform and a basis for termination.
 - 2. By Engineer:
 - a. upon seven (7) days written notice if Engineer believes that Engineer is being required by Owner to furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - b. Upon seven (7) days written notice if the Engineer's services are delayed for more than ninety (90) days for reasons beyond Engineer's control.
 - c. Engineer shall have no liability to Owner on account of a termination by Engineer under Paragraph 6.04 A 2.
 - 3. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 6.04 A. 1. If the party receiving such notice begins, within seven (7) days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than thirty (30) days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such thirty (30) day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, sixty (60) days after the date of receipt of the notice.
- B. *Termination for Convenience:* Owner or Engineer may terminate the Agreement for Owner's or Engineer's convenience effective upon receipt of seven (7) written notice from either party.
- C. The terminating party under Paragraphs 6.04 A or 6.04 B may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.
- D. In the event of any termination under Paragraph 6.04, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all reimbursable expenses incurred through the effective date of termination.

6.05 Controlling Law

- A. This Agreement is to be governed by the law of the state of California.

6.06 Successors, Assigns, and Beneficiaries

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.06 B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise in this Agreement:
 - 1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Contractor, Subcontractor, Supplier, or other individual or entity, or to any surety for or employee of any of them.

2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party. Any and all Documents prepared by Engineer, including but not limited to all items outlined in Agreement to be prepared pursuant to Agreement, are prepared solely for the use and benefit of Owner, unless expressly agreed otherwise by Engineer.

6.07 *Dispute Resolution*

- A. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after any written notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.

6.08 *Environmental Condition of Site*

- A. Owner has disclosed to Engineer in writing the existence of all known and suspected Asbestos, PCBs, Petroleum, Hazardous Waste, Radioactive Material, hazardous substances, and other Constituents of Concern located at or near the Site, including type, quantity, and location.
- B. Owner represents to Engineer that to the best of its knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at the Site.
- C. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.
- D. It is acknowledged by both parties that Engineer's scope of services does not include any services related to Constituents of Concern. If Engineer or any other party encounters an undisclosed Constituent of Concern, or if investigative or remedial action, or other professional services, are necessary with respect to disclosed or undisclosed Constituents of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (1) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Constituents of Concern, and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.
- E. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both, or (2) terminating this Agreement for cause on 30 day notice.
- F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become or considered an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

6.09 *Indemnification and Mutual Waiver*

- A. *Indemnification by Engineer:* To the fullest extent permitted by law, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, consultants, and employees from reasonable claims, costs, losses, and damages arising out of or relating to the Assignment or Project provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, but only to the extent there is a determination that it was caused by any negligent act, error or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants.
- B. *Indemnification by Owner:* Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants as required by Laws and Regulations. In addition, to the fullest extent permitted by law, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, consultants, and employees from reasonable claims, costs, losses, and damages arising out of or relating to the Assignment or Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, but only to the extent that there is a determination that it was caused by any negligent act, error or omission of Owner or Owner's officers, directors, members, partners, agents, consultants, employees, or others retained by or under contract to the Owner with respect to this Assignment or to the Project.
- C. *Environmental Indemnification:* To the fullest extent permitted by law, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals, and all court, arbitration, or other dispute resolution costs) caused by, arising out of, relating to, or resulting from any such issue at, on, or under the Site, provided that (1) any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, and (2) nothing in this paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own sole negligence or willful misconduct.
- D. *Percentage Share of Negligence:* To the fullest extent permitted by law, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.
- E. *Mutual Damage Waiver:* To the fullest extent permitted by law, Owner and Engineer Waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, punitive or consequential damages arising out of, resulting from, or in any way related to the Assignment or Project. This mutual waiver of consequential damages shall include, but not be limited to, loss of use, loss of profits, loss of business, loss of income, loss of reputation, delay and disruption claims, carrying costs on any financing, loss of use or opportunity, loss of good will, cost of substitute facilities, goods, or services, cost of capital, overhead costs, mortgage payments or any other kind of damage claim that is not directly caused by an error, omission or willful and wrongful conduct.

6.10 *Limitation of Engineer's Liability*

- A. To the fullest extent permitted by law, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, partners, members, employees, agents, and Consultants, or any of them, to Owner and anyone claiming by, through, or under Owner as well as any claims by third parties for any and all injuries, losses, damages and expenses whatsoever, inclusive of attorney fees and costs, arising out of, resulting from, or in any way related to the Assignment, this Agreement, or the Project from any cause or causes including but not limited to claims of negligence, professional errors or omissions, strict liability, or breach of contract or warranty, express or implied, of Engineer or Engineer's officers, directors, partners, members, employees, agents, or Consultants, or any of them, shall not exceed the total amount of \$50,000 or the total compensation paid to Engineer under this Agreement, whichever is greater.

6.11 *Miscellaneous Provisions*

- A. *Notices:* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by facsimile, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.
- B. *Survival:* All express representations, Waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. *Severability:* Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- D. *Waiver:* A party's non-enforcement of any provision shall not constitute a Waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- E. *Accrual of Claims:* To the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of completion of the Assignment.
- F. *Certificate of Merit:* The Owner shall make no claim for professional negligence or breach of contract either directly or in a third-party claim, against Engineer unless the Owner has first provided Engineer with a written certification executed by an independent professional currently practicing in the same discipline as Engineer and licensed in the jurisdiction where the project is located. This certification shall be executed under penalty of perjury and, at a minimum, contain the following: a) the name and license number of the certifier; b) specify each and every act or omission that the certifier contends is a violation of the standard of care expected of an Engineer performing professional services under similar circumstances; and c) state in complete detail the basis for the certifier's opinion that each such act or omission constitutes such a violation. This certificate shall be provided to Engineer not less than thirty (30) calendar days prior to the presentation of any claim or the institution of any mediation or judicial proceedings.

- G. *Exculpation*: No officer, director, partner, member, shareholder, or employee of either party, its respective parents or affiliates or its successors or assigns shall have personal liability under any provision of the Agreement or the providing of any services hereunder, nor shall Owner make any claims against any individual professional agreement for CONSULTANT. Neither party shall sue any individual and shall look solely to each party's corporate interest and the legal entity that is a party to this agreement for any recovery.

ARTICLE 7 – DEFINITIONS

7.01 *Defined Terms*

- A. Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following provisions:
1. *Additional Services* – The services to be performed for or furnished to Owner by Engineer in accordance with Supplemental Services as outlined in the Agreement.
 2. *Agreement* – This written contract for all services outlined in the proposal for professional services between Owner and Engineer, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.
 3. *Asbestos* – Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.
 4. *Basic Services* – The services to be performed for or furnished to Owner by Engineer in accordance with the scope outlined in the proposal portion of this Agreement.
 5. *Constituent of Concern* – Any substance, product, waste, or other material of any nature whatsoever (including, but not limited to, Asbestos, Petroleum, Radioactive Material, and PCBs) which is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9901 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§1801 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; and (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
 6. *Construction Cost* – The cost to Owner of the construction of a recommended solution presented in the Report furnished by Engineer under the Agreement, or of a specific portion of the Project for which Engineer has agreed to provide opinions of cost. Construction Cost includes the cost of construction labor, services, materials, equipment, insurance, and bonding, but does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to properties; Owner's costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.
 7. *Consultants* – Individuals or entities having a contract with Engineer to furnish services with respect to this Assignment as Engineer's independent professional associates and consultants, subcontractors, or vendors.
 8. *Documents* – Data, studies, reports (including the Report referred to in Agreement), and other deliverables, whether in printed or electronic media format, provided or furnished by Engineer to Owner pursuant to this Agreement.
 9. *Effective Date* – The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.
 10. *Engineer* – The individual or entity named as such in this Agreement.
 11. *Hazardous Waste* – The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.
 12. *Laws and Regulations; Laws or Regulations* – Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
 13. *Owner* – The individual or entity with which Engineer has entered into this Agreement and for which Engineer's services are to be performed.
 14. *PCBs* – Polychlorinated biphenyls.
 15. *Petroleum* – Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-hazardous waste and crude oils.
 16. *Project* – The total study, design, and construction to be carried out by Owner through its employees, agents, design professionals, consultants, contractors, and others, of which the Assignment is a preliminary part.
 17. *Radioactive Material* – Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.
 18. *Site* – Lands or areas where the subject matter of the Assignment or the Project is located.
 19. *Total Project Costs* – The total cost of study, design, and construction of the Project, including Construction Cost and all other Project construction labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, and the total costs of services of Engineer and other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner's costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner.

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 *Exhibits Included*

- A. Exhibit A, Parcels that require permission to access; completed by owner.
- B. Exhibit B, Reserved. **Not Included**.
- C. Exhibit C, Reserved. **Not Included**.

8.02 *Total Agreement*

- A. This Agreement, (together with the exhibits identified above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

8.03 *Designated Representatives*

- A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the Assignment and the responsibilities of Owner under this Agreement. Such an individual shall have authority to transmit instructions, receive information, and render decisions relative to the Assignment on behalf of the respective party whom the individual represents.

8.04 *Engineer's Certifications*

- A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the selection process or in the Agreement execution.
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition.
 3. "Coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.



Schematic Design Proposal
Leisure World Seal Beach Mini Farm
06/10/21

To: Mark Weaver
Golden Rain Foundation

RE: Mini Farm at Leisure World Seal Beach

Project Description

- Reorganize existing Mini Farm footprint to include
 - 12'x12' plots
 - Accessible pathways
 - Gathering location
 - Revamped irrigation system

Project Area



Scope of Services

In collaboration with the Project Stakeholders (consisting of the Golden Rain Foundation Staff, Leisure World Recreation Committee and Mini Farm Member Group), Farmscape shall develop three (3) Schematic Plans to reconfigure the space within the existing Mini Farm footprint. The Mini Farm plots will be reconfigured as 12'x12' areas with ADA accessible pathways to access the plots areas.

Quit Landscaping.
Start Farmscaping.



1. SCHEMATIC DESIGN PHASE - (limit 120 hours)
 - a. SITE ANALYSIS
 - i. Analyze the site by observing existing garden conditions, irrigation drainage, soil, exposure, wildlife, and any site conditions that could influence design decisions.
 - i. *Client to provide topographical survey in CAD format.*
 - ii. Analyze Survey Drawing provided by Client
 - iii. Soil Sampling: Take two (2) Soil Samples for agricultural suitability (assessing macro and micronutrients, soil structure, pH, etc.)
 - b. COORDINATION & REGULATION REVIEW
 - i. Coordinate with Surveyor contracted by Client
 - ii. Review requirements for irrigation compliance with the local water district
 - iii. Review accessibility with Client's ADA consultant to maintain consistency with property standards
 - c. DRAWINGS
 - i. Develop three (3) Site Plan options for 75% Schematic Design Package, illustrating circulation, garden plots & community gathering space
 - ii. Refine selected Site Plan elements from 75% Schematic Design Package to create one (1) Site Plan per Client feedback for 100% Schematic Package.
 - d. IMAGERY
 - i. Provide concept imagery to illustrate character of site, details & fixtures
 - ii. Provide photographic imagery of proposed hardscape materials: paving, gates, fencing
 - e. SITE VISITS - (2 hours on-site budgeted per event)
 - i. Visit Project Area
 1. One (1) Pre Design Site Walk with Stakeholders
 - a. Review priorities, collect notes, information, imagery from members
 2. One (1) Pre Design Discovery Site Walk
 - a. Review existing infrastructure with on-site facilities team
 - f. MEETINGS - (2 hours budgeted per event)
 - i. Conduct three (3) Stakeholder meetings (in person or via video conference)
 1. One (1) 75% Schematic Design Meeting
 2. One (1) Client / Stakeholder Design Review Feedback Meeting
 3. One (1) 100% Schematic Design Meeting

Deliverables

- 75% Schematic Design Package
- 100% Schematic Design Package



Fees & Terms

Fees

Schematic Design Phase	\$ 18,850
<u>Agricultural soil testing (2 locations, \$650 per)</u>	<u>\$ 1,300</u>
Total	\$ 20,150

Allowances

Large Format Printing	\$ 500
-----------------------	--------

Payment Schedule

Retainer for Schematic Design	\$ 5,000
Completion of Site Visit with Stakeholders	\$ 3,850
Agricultural soil testing	\$ 1,300
50% Schematic Design	\$ 5,000
100% Schematic Design	\$ 5,000

1. A non-refundable retainer shall be made upon execution of this Agreement.
2. Reimbursable expenses will be billed on a monthly basis to the Client. Includes: Large format printing (larger than 11x17) and reproduction as required by consultants and Client, messenger and postage, agricultural soil testing, delivery costs & fax will be reimbursed to FARMSCAPE at cost plus fifteen percent (15%).
3. Any additional travel not outlined above will be billed as outlined below.
 1. Travel expenses for Site Visits to and from Project Location from our Oakland office will be billed at the current Federal rate (\$0.58 / mile).
4. The Client shall provide all information from the Owner regarding the site including As-Built documentation, surveys, soil reports, 3D models and legal information as deemed necessary for the Project. The Landscape Architect shall be entitled to rely on the accuracy of all data provided by the Client and their Consultants and shall use this documentation as basis to perform the services of this proposal.
5. This agreement is being used only to describe the fees and services for those phases described above. In the event that the scope of the Project increases substantially, per the Client's approval, the fee for landscape architectural services shall be adjusted at the appropriate time. The fee structure and description of services beyond this initial agreement will be described under a separate contract.

Additional Services

- Design Development
- Construction Documents
- Construction Administration
- Farm Programming

Compensation for Additional Services:

For Project Representation beyond Basic Services, compensation shall be computed as follows:

Landscape Architect	\$ 135 / hour
Principal Farm Consultant	\$ 125 / hour
Junior Designer	\$ 85 / hour





Administrative Staff	\$ 75 / hour
Additional Meetings	\$ 500 / meeting

1. Services to investigate existing conditions or facilities or to make measured drawings thereof, or to verify the accuracy of drawings or other information furnished by Client are not included in basic services and shall, if requested by Client, be provided as additional services as described above.
2. Any time spent in addition to the scope outlined above preparing specific documentation, drawings, renderings, models, etc. and attending meetings for Planning Organizations, if requested by Client, shall be provided as additional services as described above.
3. Hourly rate will be adjusted 4% within 1 calendar year of approval of contract.

In addition, Farmscape can provide estimates for Farm installation and maintenance.

Client's Responsibilities

1. Information:
 - a. The Client shall provide documentation from the Owner including: site surveys and legal information, including as applicable: written legal description of the site, a land survey by a professional land surveyor who is licensed or registered under the law of the jurisdiction in which the property is located, rights-of-way, easements, encroachments, zoning, covenants, and deed or other restrictions, if any.
 - b. The Client shall coordinate and provide all pertinent design drawings to landscape architects in CAD and PDF format.
 - c. The Client shall provide contact with the Owner or Owner's representative for the Landscape Architect's right to enter from time to time, property owned by others so the Landscape Architect may perform the Landscape Architectural Services.
 - d. The Client shall be responsible for providing the Landscape Architect all legal, accounting, and insurance services the Client may require or deem necessary in the interest of the Project.
2. Independent Testing: The Client shall be contacted to approve independent testing services when deemed necessary to determine site conditions such as soil and subsoil conditions, water, pollution, and hazardous waste presence and characteristics.
3. Reliance: The Landscape Architect shall be entitled to rely on the accuracy and completeness of the information, test results, and work product provided by the Owner, Client and the Client's consultants. The Landscape Architect shall not be responsible for calculations, specifications, or designs based on erroneous, inaccurate, or incomplete information provided by the Client, provided that the Landscape Architect has acted in accordance with the standard of care described in section 1.1, above.
4. Client's Representative: The Client shall designate a representative with authority to act on the Owner's behalf with regard to the Project. If for any reason the Client's designated representative is replaced during the progress of the Project, the Landscape Architect shall have the right to renegotiate its compensation in response to the change.
5. Approvals: Owner and Client's decisions, approvals, reviews, and responses shall be communicated to the Landscape Architect in a timely manner so as not to delay the performance of the Landscape Architectural Services. Comments from the Owner and Client shall be a consolidation

4 of 6



of all comments of interested user groups or entities to provide clear direction to the Landscape Architect and to avoid delays.

6. Notice of Nonconformance: If the Client observes or becomes aware of any errors or omissions or inconsistencies in any documents provided by the Landscape Architect or any fault or defect in the Project, the Client shall promptly give written notice thereof to the Landscape Architect.
7. Project Permit and Review Fees: The Client shall coordinate with the Owner to pay all fees required to secure jurisdictional approvals for the Project.

Exclusion to Scope of Services

Items not covered in 'Scope of Services' and assumptions related to the execution of the work are indicated as follows:

- PERMITS, PROCESSING FEES & EXPEDITING SERVICES – documentation for permits and payment of any governmental fees, permits or assessments is by Owner
- DESIGN DEVELOPMENT DRAWINGS
- GRADING AND DRAINAGE PLANS
- AS-BUILT PLANS / RECORD DRAWINGS
- STRUCTURAL ENGINEERING
- GEOTECHNICAL ENGINEERING
- SPECIMEN TREE TAGGING
- FURNITURE SELECTION
- ACCESSIBILITY CONSULTING

General Conditions

1. If the Client finds it necessary to abandon the Project, Client shall compensate Landscape Architect shall be compensated for all work completed to date.
2. In the event Landscape Architect recommends and / or installs any furnishings, artwork or fixtures on the project, the Client recognizes that Landscape Architect makes no representation or warranty as to any defects in the furnishings, artwork or fixtures and shall hold Landscape Architect harmless.
3. This agreement may be terminated by either party upon seven days' (7) written notice should the other party fail to substantially perform in accordance with its terms through no fault of the party initiating the termination. The Client, upon at least seven days written notice to the Landscape Architect in the event that the Project is permanently abandoned, may terminate this agreement. In the event of termination, Landscape Architect shall be compensated for all services and costs rendered and incurred to date of termination.
4. Landscape Architects are licensed with the State of California.
5. Landscape Architect shall maintain during the entire performance period of this agreement professional liability errors and omissions insurance policy in the amount of one million dollars (\$1,000,000), comprehensive liability insurance policy in the amount of one million dollars (\$1,000,000), and a workers' compensation policy sufficient to meet all applicable statutory requirements.