

Attachment
MRCA Item VI(f)
September 18, 2012

24 July 2012
Rev 21 August 2012

Cara Meyer
Mountains Recreation and Conservation Authority
570 W. Avenue 26
Los Angeles, CA 90065

Re: Proposal for Landscape Architectural Professional Consulting Services for
Franklin/Ivar Park, Hollywood, CA

Dear Cara:

We are pleased to have been asked to assist in the development of this project and to submit this proposal for landscape architectural design services. We will collaborate with Barbara L. Hall, PE, Inc., IDG, Wallace Labs, and Turpin and Rattan Electrical Engineers in developing design concepts for this park project.

Our services will be performed in the standard sequence: schematic design (refined), design development, construction documents and construction phase services. In addition our work does not include vehicular circulation, development of sign content, surveying, or arborist reports but are considered sub-contracted services.

We are looking forward to a creative and successful collaboration with you and the design team. Please feel free to call me to discuss the content of this proposal and with any questions you might have. We look forward to this very exciting project.

Sincerely,

Mia Lehrer, President
MLA Green, Inc., a California Corporation
d.b.a: Mia Lehrer + Associates

AGREEMENT FOR CONSULTING SERVICES

This agreement is by and between the MRCA (Client) Los Angeles, CA, and MLA Green, Inc. (Consultant), Los Angeles, California. It is expected that stakeholders, including the Friends of Franklin/Ivar Park and/or the Hollywood Dell Civic Association, will be active participants in the project but are not parties to this agreement and shall have no fiscal obligations. All approvals, direction and modifications to the scope of services shall come from MRCA. The Consultant shall provide to the Client professional services for site design of the Franklin/Ivar Park, Hollywood, CA.

PROJECT DESCRIPTION

This is a 40,860 square foot project on a site adjacent to a Caltrans ROW. Consultant recognizes that Client's budget for construction is approximately \$1,200,000 (excluding permits, inspection, construction management, and contingency), and will notify MRCA immediately if Consultant has reason to believe that the construction cost for the design being developed will not fall within Client's budget.

Site Information

The client shall supply to the consultant all available documents describing the project. Information shall include topographic surveys, development conditions and owner requirements as applicable prior to the start of the work. Previous design documents shall be supplied in autocadd format for the consultant's use.

SCOPE OF SERVICES

Services shall be provided in four phases. The Consultant shall proceed with the work of each phase only upon authorization by the Owner. The Consultant's work will include:

Schematic Design

The Consultant shall work with the design team to prepare a schematic design showing the overall design intent, major design features, and preliminary selection of materials. Work shall include:

1. Attendance at kick off meeting
2. Attendance at meeting/presentation with the Client and/or the design team to describe the landscape design concepts.
3. Preparation of two schematic design drawings showing the general layout and character of paving, steps, ramps, walls, planting, fountain, solar panels, amphitheater, adventure play, site furniture and other landscape elements. Drawings to include illustrative plan, elevations, sections and enlargements.
4. Selection of inspiration images to convey the proposed concepts and design intent.
5. Selection and preparation of proposed planting palette with images.
6. Selection of proposed site furniture with images.
7. Incorporation of artist's items into site plan.

8. Preparation of a conceptual grading plan to be incorporated into the Civil Engineer's documents.
9. Review and coordination of site graphics in conformance with client's established graphics/signage program.
10. Soils agronomy test.
11. Preparation of the estimate of probable construction costs based on approved schematic design plan drawings to assist the client's established budget.

Design Development

Following approval of the schematic design plan by the Client, the Consultant shall proceed to refine the design with particular attention to the interface between the site work and the buildings. Certain elements of the site design may be incorporated in other consultant's documents. The Consultant's work will include:

1. Development of layout plans, material selections, preliminary details, sections and elevations for typical landscape areas and features.
2. General layout of planting by plant character, growth characteristics and size.
3. Coordination of grading with civil engineer.
4. Preliminary irrigation drawings with proposed mainline and valve locations.
5. Color labeled and rendered plan.
6. Contribution of additional information on landscape elements for probable construction costs..
7. Recommendations of geotechnical report provided by MRCA shall be incorporated.
8. Updated opinion of probable costs.
9. Attendance at up to two meetings with the Client and the consultants to coordinate the design and technical issues related to the site work.

Construction Documents

Following the approval of the Design Development drawings and the cost estimate by the Owner, the Consultant shall prepare construction documents to be used as the basis for soliciting bids from contractors for the actual construction of the project. Plans will be submitted to Client for review at 50% and 90% completion. The Consultant's work will include:

1. Preparation of working drawings showing the following information:
 - A. Demolition plan to include elements to be removed and/or relocated.
 - B. Grading and Drainage plan
 - C. Layout plan showing the location paving, steps, ramps, walls, planting, fountain, solar panels, amphitheater, adventure play, site furniture and other landscape elements.
 - D. Construction plan showing materials and detail references.
 - E. Irrigation Plan downstream from the point of connection, including the location of main lines, laterals, heads, valves, and controller. Irrigation details for the system from the

point of connection. Documentation for compliance with the City of Los Angeles water efficiency ordinance.

- F. Planting Plan to include the number, location, species and size of all plants.
 - G. Construction details and specifications for items 1.A – 1.F. All waterproofing, slab penetrations and architectural element details provided by others.
2. Submit construction document package to City of Los Angeles and local regulatory agencies for plan check review approvals and permits.
 3. Comments from permitting agencies will be incorporated.
 4. Attendance at one meeting with the consultants to review the progress of the construction documents and discuss design, coordination, and cost issues.
 5. Value Engineering and constructability review revisions.
 6. Attendance to two meetings with the client to review progress of drawings at 50% and 90%.

Construction Phase Services

During construction the Consultant will assist the Architect in attempting to assure compliance with the construction documents and address problems that may emerge during construction. As a part of this work the Consultant may:

1. Review subcontractor's bids for conformance with the scope of work. It remains the responsibility of the contractor to prepare a full and complete bid for the work.
2. Respond to RFI's during the bidding process.
3. Attend a pre-construction meeting with the selected contractor or contractors for each project.
4. Select and tag plant materials at place of growth and/or approve the plant material at the site for conformance to the specifications.
5. Review product submittals and shop drawings.
6. Respond to RFI's during the construction.
7. Issue Addenda and Bulletins as required during the construction.
8. Review applications for change orders and contractor's progress payments.
9. Provide a maximum of 36 site visits and 36 office time hours during the landscape construction phase to determine whether the construction of site elements and installation of the planting and irrigation the project are proceeding in accordance with the Consultant's design intent and the contract documents. On the basis of observations at the site the Consultant may recommend rejection of work for failure to conform to the contract documents.
10. Provide project walk through following construction and develop a punch list for project completion.

The Consultant shall try to secure compliance by the contractor to the construction documents. The Consultant shall not be responsible for construction means, methods, techniques, sequences, or procedures. The Consultant shall not be responsible for the contractor's errors or omissions or failure to carry out the work in conformance with the construction documents.

FEES FOR PROFESSIONAL SERVICES

Invoices shall be issued on a percentage of completion on a per phase basis.

Fixed Fee Compensation:

Schematic Design	\$16,693.00
Design Development	\$25,225.00
Construction Documents	\$38,583.00
<u>Construction Phase Services</u>	<u>\$36,542.00</u>
Total:	\$117,043.00

Monthly payments reflect progress payments for work completed. Reimbursable expenses as described below will be billed on a monthly basis in addition to professional fees and are due 30 days from the date of the invoice.

Hourly Rates

President will be billed at \$230.00 per hour, Principal at \$160.00 per hour, Senior Associate / Senior Technical Designer at \$125.00 per hour, Associate/Irrigation Manager at \$110.00, and Project Designer/Irrigation Designer at \$90.00. These rates are subject to increase as of December 31, 2012.

REIMBURSABLE EXPENSES

Reimbursable expenses are in addition to fees for professional services. Direct costs or reimbursable expenses are billed at cost. Reimbursable expenses related to the work of the project shall be billed at cost and include the costs of:

- A. Copies of drawings including original plots, specification, reports, and estimates; photocopying and photographic reproduction of drawings and other documents furnished or prepare in connection with the work of this Agreement.
- B. Postage, shipping and messenger expenses other than first class mail.
- C. Long distance telephone and facsimile transmission charges.
- D. All travel outside the Los Angeles local area including taxis, parking, meals, hotel, & airfare which shall be approved by the Client in advance.
- E. Parking and mileage costs for meetings and site visits.
- F. Fees for consultants not included in the budget as approved in advance by the Client.
- G. Presentation quality perspectives or models.

EXCLUSION TO THE SCOPE OF SERVICES

The Client shall provide the project program, project requirements, technical and legal information about the site as required by the Consultant for the performance of the work.

This information shall be supplied to the consultant prior to the commencement of any work.

The following services are not included within the scope of this Agreement

1. Provision of topographic and bounty surveys, legal descriptions of the property, mechanical engineering services.

2. Revisions to the design or to the construction documents after 50% completion after their approval by the Owner when such revisions arise out of a decision by the Owner to modify the project program or budget and when such revisions are not the result of actions by the Consultant or could not have reasonably been foreseen by the Consultant. These changes will be made as extra services and compensated at our hourly rates.
3. Artist selection or coordination.
4. Design of custom site furniture or planters. Consultant shall clearly indicate when and where such custom items are proposed in the design.
5. Additional meetings or presentations outside of the Los Angeles local area.
6. Non-standard signage and/or wayfinding.
7. Presentation Models.

If the Owner requests these services or other services not described under Scope of Services; and if the Consultant consents to perform them, they will be performed as Extra Services.

EXTRA SERVICES

Extra services shall be performed only with approval by the Owner and shall be billed on an hourly basis subject to the same rates and conditions as fees for professional services.

ACCOUNTS

Accounts are payable 30 days from the date of invoice at the office of the Consultant. Any and all amounts not paid 30 days after the invoice date shall bear interest from the due date until paid at the prevailing legal rate.

CONTRACT DURATION

It is assumed the scope of work will be completed by December 2013. If the project duration extends beyond this period fees will have to be adjusted accordingly.

CREDITS AND ACKNOWLEDGMENTS

The Consultant shall be given proper credit and acknowledgment for all services. Proper credit shall be defined as being named by the Owner and/or his agents in such circumstances as project signs, published articles, brochures, and similar documents.

OWNERSHIP OF DOCUMENTS

Original drawings and other documents including models, as instruments of service, are the property of the Consultant. They shall not be used on other projects before notifying proper parties. Reproducible copies of final documents shall be furnished to the Owner upon request.

SUCCESSORS AND ASSIGNS

It is mutually understood that this Agreement shall be binding upon the Owner and his successors and assigns and upon the Consultant and his successors and assigns. Neither party

shall assign or transfer its interest in this Agreement or any part thereof without the written consent of the other party.

TERMINATION

The terms of this contract if not signed by both parties are only valid for up to two months from the date of this contract. Beyond that date, this contract is no longer valid and a new contract will have to be drafted. It is mutually understood that the services described in this Agreement may be terminated upon 10 days written notice at the discretion of the Client or the Consultant. In the event of termination the Consultant shall be compensated as set forth herein for all work performed and reimbursable costs prior to the date of termination.

DISPUTE RESOLUTION

Client and landscape architect agree to mediate claims or disputes or other matters arising out of or relating to this Agreement. The mediation shall be decided by a mediation service experienced in handling construction disputes and in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect unless the parties mutually agree otherwise. A demand for mediation shall be made within a reasonable time after such claim or dispute arises. In no event shall any demand for mediation be made after such claim or dispute would be barred by the application law.

The award rendered by the mediator or mediators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. The total of all awards sought shall not exceed the Consultants fee.

Should any legal proceeding be commenced between the parties to this Agreement seeking to enforce any of its provisions, including but not limited to, fee provisions, the prevailing party in such proceeding shall be entitled, in addition to such other relief as may be granted, to a reasonable sum for attorney's fees, such shall be determined by the court or forum in such a proceeding or in a separate action brought for that purpose. For purposes of this provision, 'prevailing party' shall include a party which dismisses an action for recovery hereunder in exchange for payment of the sum allegedly due, performance of the covenants allegedly breached, or consideration substantially equal to the relief sought in the action or proceeding.

HOLD HARMLESS

The client agrees to indemnify, defend and hold the landscape architect harmless from and against any and all claims, liabilities, suits, demands, losses, costs and expenses, including, but not limited to, reasonable attorneys' fee and all legal expenses and fees incurred on appeal, and all interest thereon, accruing or resulting to any and all persons, firms or any other legal entities on account of any damages or losses to property or persons, including non-performance of obligations under this agreement, except to the extent such damages or losses are found by the court or forum of competent jurisdiction to be caused by the landscape architect's negligent errors or omissions.

PROJECT MAINTENANCE

Client acknowledges and agrees that proper project maintenance is required after the project is complete. A lack of or improper maintenance in areas such as, but not limited to pedestrian pavements, over structure planters and irrigation systems, may result in damage to property or

persons. Client further acknowledges that as between the parties to this Agreement, the Owner is solely responsible for the results of any lack of or improper maintenance.

AGREED

If you are in agreement with the above terms, please sign this letter of agreement and return one set for our files.



7/24/2012

Jeff Hutchins, Principal

Date

MLA Green, Inc., a California Corporation d.b.a: Mia Lehrer + Associates

Client

Date