

21 March 2016

Cara Meyer
Chief of Special Projects/Contracts Officer
Mountains Recreation and Conservancy Authority
cara.meyer@mrca.ca.gov

Re: Proposal to provide Landscape Architectural Services on the Puerco Canyon Property,
located in Malibu, CA

Dear Cara:

Thank you for requesting this proposal for consultant services for Campground on the Puerco Canyon Coastal Core Habitat Property located in Malibu, CA. We are looking forward to developing a preliminary concept for this magnificent property.

We understand the MRCA intends to convert the area that was previously developed into an overnight group camping facility to be used by service-oriented organizations such as urban youth associations, groups that provide therapeutic treatments, and community organizations from underserved and disadvantaged areas of the greater Los Angeles region.

Please feel free to call me to discuss the content of this proposal and with any questions you might have. We look forward to delving more deeply into this project.

Best Regards,



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 Mountains Recreation & Conservation Authority (Client), Los Angeles, CA and MLA Green, Inc., d.b.a. Mia Lehrer + Associates (Consultant), Los Angeles, California. The Consultant shall provide to the Client professional services for landscape design for Puerco Canyon Coastal Core Habitat located in Malibu, CA.

PROJECT DESCRIPTION

This is a 703 acre open property is in the Santa Monica Mountains of Los Angeles County. The previously developed area will be the limit of work for this phase. The previously developed area is outlined in the attached Concept Plan as Areas A, B, and C.

Site Information

The landscape architect shall utilize the site information provided by the Client to develop the landscape design. Information shall include topographic surveys, utility information, development conditions and owner requirements as applicable prior to the start of the work. Documents shall be supplied in AutoCad format for the Consultant's use. The landscape architect is not responsible for the accuracy of the site information.

SCOPE OF SERVICES

Services shall be provided for one phase only. The Consultant's work will include:

Schematic Design (4 months)

Based on the initial Concept Design (See attached) and engineering research and data collection, the Consultant shall work with the design team to prepare a schematic design for the site showing the overall design intent, major design features, preliminary selection of materials and to achieve preliminary coordination with the design team. Work shall include:

Phase 1

1. Assistance coordinating with selected engineering firm for the feasibility study, including potential work sessions.
2. Meet with stakeholders and conduct research and site visits to better understand the program specificity.
3. Preparation of schematic design drawings for the project areas showing pattern of paving, curbs, steps, ramps, walls, fences, gates, railings, equipment, planting, equipment screening, site furniture, pools, and shade structures. The drawings will include 3 illustrative plans and sections or details to convey the design intent and the proposed materials.
4. Preparation of 3 boards including inspiration images to help convey the intent of the design.
5. Attendance at up to two (2) meetings/presentations with the Client and/or the design team to refine the types of uses that need to be accommodated, technical issues and material choices.

Phase 2

6. Prepare schematic design package to be used for a rough order of magnitude cost showing layout, preliminary grading, planting, construction plans and critical details.

7. Review and comment on project cost estimates.

Phase 3

8. Coordinate with selected engineering firm to create a phasing plan that focuses on entitlements and infrastructure, identifies critical path for project approval, and develops a project schedule.

FEES FOR PROFESSIONAL SERVICES

Compensation:

Phase 1	\$32,100.00
Phase 2	\$21,100.00
Phase 3	\$7,200.00
<u>Total:</u>	<u>\$60,400.00</u>

Invoices shall be issued on a percentage of completion basis. Monthly payments reflect progress payments for work completed. Reimbursable expenses as described below will be billed on in addition to professional fees and are due upon receipt of invoice.

Hourly Rates: President will be billed at \$250.00 per hour, Principal at \$175.00 per hour, Senior Associate at \$150.00 per hour, Associate at \$125.00, and Project Designer at \$100.00. These rates are subject to increase as of December 31, 2016.

REIMBURSABLE EXPENSES

Reimbursable expenses are in addition to fees for professional services billed at cost plus a 15% processing fee and shall include but not be limited to:

- A. Copies or reproductions including plots, booklets, reports, and estimates furnished or prepared in connection with this Agreement.
- B. Postage, shipping, delivery and messenger expenses other than first class mail.
- C. Long distance telephone, cellular and teleconference charges.
- D. All travel outside the Los Angeles area including taxis, parking, rental vehicles, public transit costs, and meals.
- E. Parking and mileage costs for meetings and site visits.
- F. Fees for sub-consultants as approved in advance by the Client.
- G. Presentation quality presentation models and their materials.

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 boundary surveys, legal descriptions of the property, soils testing, civil, structural, mechanical, electrical engineering or other engineering services.
2. Revisions to the documents 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 extra services will be discussed with the client and a fee associated with the revisions. These changes will be made as extra services and compensated at our hourly rates.
3. Preparation of drawings required for securing of discretionary permits and variances.
4. Engineering including structural, mechanical, electrical, civil or geo-technical.
5. Additional meetings or presentations outside of the Los Angeles local area.

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 upon receipt 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 August 2015. 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. ML+A reserves the right to remove its name from the project if the design intent, as set forth in the master plan and design development documents, is not carried out in later phases of the project.

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. It is our understanding that all the design documents and materials produced for this project are protected by

standard U.S. copyright laws, and remain the property of ML+A, unless otherwise arranged.

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.

AGREED

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

	15 March 2016
Mia Lehrer, President	Date
MLA Green, Inc., a California Corporation	
d.b.a: Mia Lehrer + Associates	

Client	Date
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