



Palisades Charter High School

Special Board Meeting

Date and Time

Tuesday August 19, 2025 at 4:30 PM PDT

Location

Pali South
302 Colorado Avenue
Santa Monica, 90401

REASONABLE ACCOMMODATION WILL BE PROVIDED FOR ANY INDIVIDUAL WITH A DISABILITY:

Pursuant to the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990, any individual with a disability who requires reasonable accommodation to attend or participate in this meeting of the Governing Board of Palisades Charter High School may request assistance by contacting the Main Office at (310) 230-6623 at least 24 hours in advance.

SUPPORTING DOCUMENTATION:

Supporting documentation is available at the Main Office of the School, located at 15777 Bowdoin Street, Pacific Palisades, CA 90272, (Tel: 310- 230-6623) and may also be accessible on the PCHS website at <http://palihigh.org/boardrecords.aspx>.

ALL TIMES ARE APPROXIMATE AND ARE PROVIDED FOR CONVENIENCE ONLY:

Notice is hereby given that the order of consideration of matters on this agenda may be changed without prior notice. All items may be heard in a different order than listed on the agenda.

Agenda

	Purpose	Presenter	Time
I. Opening Items			4:30 PM
Opening Items			
A. Call the Meeting to Order		Amir Ebtehadj	
B. Record Attendance and Guests			2 m
C. Public Comment			5 m
<p><i>"Public Comment" is available to all audience members who wish to speak on any agenda item or under the general category of "Public Comment." "Public Comment" is set aside for members of the audience to raise issues that are not specifically on the agenda. However, due to public meeting laws, the Board can only listen to your issue, not respond or take action. These presentations are limited to two (2) minutes, per person. A member of the public who requires the use of a translator, in order to receive the same opportunity as others to directly address the Board, shall have twice the allotted time to speak, and the total allocated time shall be appropriately increased as well. Govern Code § 54954.3(b)(2).</i></p> <p>Google Form Public Comment Procedure: A Google form is available 24 hours prior to the meeting for Public Comment. Please refer to the Dewey Dolphin email or copy/paste this link https://forms.gle/kSsxkvL6T9GgXpdEA. Your comment will be read aloud by the Board Vice Chair. Public comments submitted through the Google form will be read after the public comments presented live at the meeting. General public comments not read after 60 minutes will be included in the meeting minutes. Due to public meeting laws, the Board can only listen to your comment, not respond or take action. Comments are limited to two (2) minutes, per person and one cannot cede their time to another. A member of the public who requires the use of a translator, in order to receive the same opportunity as others to directly address the Board, shall have twice the allotted time to speak, and the total allocated time shall be appropriately increased as well. Govern Code § 54954.3(b)(2).</p>			
II. Finance			4:37 PM
A. Approval of Pool Repair Contract			5 m
<p>"Motion to approve agreement between PCHS and California Commercial Pools for pool repair."</p>			
B. Approval of Track and Field Repair Contract (Gensler)	Vote	Rafael Negroe	5 m

	Purpose	Presenter	Time
	"Motion to approve agreement between PCHS and Gensler and Associates for track and field repair."		
C.	Approval of Stadium and Field Repair Contract (BFS)	Vote	Rafael Negroe
	"Motion to approve agreement between PCHS and BFS for stadium and field repair."		
D.	Approval of Tech Expenses	Vote	Jeff Roepel
	"Motion to approve tech expenses for stands needed for the donated screens."		
III.	Closing Items		4:57 PM
A.	Adjourn Meeting	FYI	Amir Ebtehadj
			1 m

Coversheet

Approval of Pool Repair Contract

Section:	II. Finance
Item:	A. Approval of Pool Repair Contract
Purpose:	
Submitted by:	
Related Material:	California Commerical Pools Proposal.pdf



CALIFORNIA commercial pools

2255 Auto Centre Dr, Glendora, CA 91740

Phone: 909.394.1280 Fax: 909.394.4579 Email: bids@calcommpools.com

NEV LIC 0019277 DIR 1000001406

DATE: July 18, 2025
TO: Brooke King
PROJECT: Palisades Charter High School – Renovation Budget
FROM: Brett Smith

We are pleased to submit a bid for the above-mentioned project. This bid is based on a site visit and the original construction drawings from 2009 prepared by Aquatic Design Group.

BUDGET BREAKDOWN

Health Department Plans / Submission	\$ 25,000.00*
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Competition Pool

Demo Concrete Cantilever Deck Edge	\$ 86,000.00
Demo Plaster	\$ 197,000.00*
Waterproof Gutter	\$ 15,000.00
Repair Slot Drain	\$ 20,000.00
Tile Cleanup and Repair	\$ 40,000.00*
Cleanup and Prep Pool	\$ 18,000.00*
Application of New Plaster	\$ 323,000.00*
Form, Pour, Strip Concrete Cantilevered Edge	\$ 184,000.00
Fill Pool, Brush Plaster, Balance Chemicals	\$ 15,000.00*

Recreation Pool

Demo Plaster	\$ 67,000.00*
Remove and Replace Coping	\$ 43,000.00*
Tile Cleanup and Repair	\$ 20,000.00*
Cleanup and Prep Pool	\$ 9,000.00*
Application of New Plaster	\$ 128,000.00*
Fill Pool, Brush Plaster, Balance Chemicals	\$ 8,000.00*

TOTAL RENOVATION BID	\$ 1,198,000.00
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4 th of July Discount **	(\$ 150,000.00)
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TOTAL NEW BID	\$ 1,048,000.00
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**This discount is contingent upon Net 30 payment terms and no retention being withheld

Bond is not included in the above budget and available at 1.5%.

SCOPE OF WORK

All work shall be completed in accordance with generally accepted construction methods and practices. The following inclusions and exclusions will define our scope of work for the renovation of both pools.

INCLUSIONS

- Prepare plans for health department submission
- Submission to health department for approval
- Demolition as follows:
 1. Remove and dispose of the comp pool cantilever deck – 7’ from pool edge to 1’ in front of the slot drain
 2. Demo and Remove pool plaster to rough concrete for both pools – saw cut around existing tile
 3. Coping at training pool
- Repair of rust spots and cracking in pool structures
- Install new pool deck cantilever at comp pool as follows:
 1. Misc grading
 2. Drill and dowel for steel reinforcing
 3. Steel reinforcing
 4. Forming of cantilevered pool edge
 5. Provide and install deck anchors
 6. Place and finish concrete – gray concrete with a broom finish
 7. Strip forming and cleanup
 8. Caulking of expansion joints
- Tile work as follows:
 1. Depth markers at warning signs on new deck at comp pool
 2. Tile repair at both pools
 3. New coping at training pool
 4. Caulking behind pool coping
- Reinstall diving boards, handrails, and grab rails
- Clean and prep pools for new plaster
- Application of new white plaster
- Fill pools and assist with system start up
- Balance chemicals, brush plaster for one week period

EXCLUSIONS

- Job site security, temporary power and utilities, traffic control, construction water including pool fill, fencing permanent and temporary
- Permits and fees other than health department submissions and approvals
- Chemicals for automated systems
- Any work not specifically listed above
- Any work to the pool mechanical system
- Electrical repairs, upgrades, or any electrical work

Coversheet

Approval of Track and Field Repair Contract (Gensler)

Section:	II. Finance
Item:	B. Approval of Track and Field Repair Contract (Gensler)
Purpose:	Vote
Submitted by:	
Related Material:	LOA_Pali High Track _ Field Replacement_Gensler Proposal.pdf



July 3, 2025

Dr. Pamela Magee
Executive Director/Principal
Palisades Charter High School
pmagee@palihigh.org

Subject: **Agreement for Architectural Services**
Palisades High School Track & Field Replacement

Dear Dr. Magee:

This Agreement is between Palisades High School ("Client") and M. Arthur Gensler Jr. & Associates, Inc ("Gensler") for architectural services.

A. PROJECT

A.1 Project Description. The project includes the resurfacing of the track and field at Palisades High School located at 15777 Bowdoin Street, Pacific Palisades, CA 90272. The track and field surfaces were damaged from the January 2025 Palisades Fire and need to be replaced to ensure that the surfaces are even and safe for occupant use. Because the baseball fields at the north end of campus were paved over and now house modular classrooms to offset the classroom space destroyed in the fire, this is some of the only large outdoor space remaining on campus, making it even more critical for recreational use when students return to campus at Pali North. The additional scope of the project that may be required by DSA for accessibility compliance is still to be determined and will be based the results of the pre-application meeting scheduled to occur on Wednesday July 16, 2025. We understand that the funding for this project is approximately \$1,300,000.

A.2 Project Budget. Client will provide, and Gensler will review, Client's overall project and construction budget goals for the Project (the "Project Budget") prior to the commencement of services. Gensler will collaborate with the Contractor on prioritization of the Client's budget. Client and Gensler will review such cost estimates and Client will adjust it to reflect changes in the program requirements, design, and level of design detail, or adjust the program, to the extent required for consistency with the Project Budget. Unless it would otherwise be an Optional/Additional Service (as defined in Section B.3 below), Gensler will incorporate any agreed upon changes in the subsequent design phase as part of its Basic Services (as defined in Section B.1 below).

A.3 Project Schedule. The following key dates reflect the initial "discovery" phase of this project with the key goal of determining the scope of the project. Once the scope is determined, a project schedule that includes the documentation, plan check, bidding, and construction administration phases will be developed and submitted to Client for review.

- | | |
|---|---------------|
| a) Introductory Meeting with Pali High, BFS (Landscape Architect) & Gensler | Mon 6/23/2025 |
| b) Gensler site visit to Pali High's Track & Field | Fri 6/27/2025 |
| c) In-Person DSA Pre-Application Meeting to Confirm Project Scope | Wed 7/16/2025 |

Gensler LOA- Architecture
July 2025

Agreement for Architectural Services

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A.4 Sustainability Goals. There are no specific sustainability goals other than code requirements.

B. SCOPE OF SERVICES PROVIDED BY GENSLER

Client and Gensler will each provide the names of their key Project team members, including the primary contact person and the person authorized to make decisions.

B.1 Gensler's Basic Services

Gensler's Basic Services include architectural services to define the scope of work as required by DSA. Gensler will lead the pre-application meeting process to confer with DSA personnel and document the conclusion of this meeting. This will inform the next steps for the project including documentation, bidding, plan check, and construction administration, which are currently outside of the scope of work.

For future phases of work, Gensler may engage sub-consultants to provide design services for other aspects of the design, including but not limited to civil engineering, landscape design, and code consulting services. Client may need to engage with separate consultants to provide site survey information for the design team to use in future phases of work.

B.1.1 Pre-Design

B.1.1.1 Project Start-up/Kickoff. On Monday June 23, 2025, key representatives of Client, Gensler, and BFS (landscape architect) met to discuss the Project and strategize on how to navigate next steps with DSA. The agenda included the following:

- a) Introductions
- b) Discussion of Project Goals & the need to expedite delivery of the replacement track & field
- c) Confirm next steps, including sharing existing drawings of the track & field and for Gensler to conduct a site walk to review the existing conditions

During this initial phase of work, Gensler will meet with client as needed (by telephone or other suitable means) to review status and recommended next steps/future phase of work.

B.1.1.2 Existing Site Conditions. Gensler will review record documentation provided by Client of the existing site conditions, including topographical surveys, geotechnical reports, etc. Gensler will visit the Project site to verify reasonably observable conditions, including site access, views, etc. If required, and approved by Client, Gensler may provide Additional Services to measure portions of the Project solely for the purpose of verifying certain conditions. Under certain circumstances, e.g., if the documentation of existing conditions is unavailable or appears to be unreliable, Gensler may recommend that Client engage the services of a surveyor to document the existing conditions before Gensler can proceed with further design services. Client acknowledges that demolition can reveal pre-existing, hidden conditions, which may require Additional Services and/or modifications to the Project Budget and/or Schedule.

B.2 Optional/Additional Services. Gensler will provide services beyond the Basic Services described in Section B.1 ("Additional Services") if requested by Client and confirmed in writing by Gensler.

Additional Services include, but are not limited to:

- a) Future phases of work, including schematic design, design development, construction documents, bidding, plan check, construction administration and/or project close-out.
- b) Services required due to delays, untimely Client information, approvals, or instructions, out-of-sequence phasing, project pauses or remobilization, or other schedule changes due to reasons beyond Gensler's reasonable control;

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- c) Services required due to changes in: (i) the Program; (ii) previously provided Client information, approvals, or instructions; or (iii) federal, state, or local laws, or regulations (or their interpretation by the authority having jurisdiction);
- d) Value engineering services required due to: (i) absence of Project Budget at the commencement of Services; (ii) Project Budget changes after the Programming phase; or (iii) inaccurate cost estimates;
- e) Changes based on alternative, fast track, separate, or sequential bids, or phasing;
- f) Services required due to performance failures by Client's consultants/contractors; and
- g) Services pertaining to: (i) signage and wayfinding (other than code-required signage); and (ii) materials palettes, finish boards, 3-D models, or photo realistic renderings.

C. SCOPE OF SERVICES PROVIDED BY CLIENT

C.1 Services Provided By Client. The following consulting services may be required on the Project and shall be provided by Client, Client's consultants or contractors, or others:

- a) Consulting services, including geotechnical, site survey.
- b) Design-build or Design-assist services.

C.2 Information Provided By Client or Others. The following information may be required on the Project and shall be provided by Client, including:

- c) Legal description of the property;
- d) Existing or Base Building information, including drawings, specifications, and other documents that describe the existing utility services, site conditions, build out and base building construction, and any systems with which the Project is to be coordinated;
- e) Structural, mechanical, chemical, air, and water pollution and hazardous materials tests, and other laboratory and environmental tests, inspections, and reports required by law or by authorities having jurisdiction over the Project, or reasonably requested by Gensler.

D. COMPENSATION

Compensation to Gensler for Basic Services, Additional Services, and Reimbursable Expenses will be as described below. When Gensler's compensation is based on hourly rates, the rates will be those set forth in Gensler's Standard Hourly Billing Rates.

D.1 Basic Services. Compensation for Basic Services will be the lump sum of **ten thousand dollars (\$10,000)**.

D.3 Additional Services. Compensation for Additional Services (if not agreed upon as a lump sum amount) will be based on Gensler's Standard Hourly Billing Rates.

D.4 Consultants. No consultants are to be engaged for this preliminary scope of work.

D.5 Progress Payments. Progress payments will be made monthly. Where Gensler's fee is based on a lump sum, progress payments for Basic Services will be based on the percentage of services provided during the previous month.

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E. AGREEMENT AND ACCEPTANCE

E.1 Agreement. This Agreement is comprised of and incorporates the following documents, in order of precedence:

- a) Amendments and modifications signed by both parties;
- b) This Letter of Agreement;
- c) The attached Standard Terms and Conditions;

Where a portion of one document is amended by another of higher precedence, all unmodified portions will remain in effect. The terms and conditions of this Agreement, the STC and any Work Authorization hereunder, are integral parts of this Agreement and are fully incorporated herein by this reference. No conflicting or supplemental pre-printed provisions on Client forms (including, without limitation, terms on purchase orders) will be binding on the parties.

E.2 Effective Date. The effective date of this Agreement is June 23, 2025.

By Gensler:

By Client:

Kelly M. Farrell

(Printed Name of Signatory)

By _____
(Signature)

By _____
(Signature)

Co-Managing Director, Principal
(Title) (Date)

(Title) (Date)

On behalf of Andrew P. Cohen
Executive Director,
California Registration Number C12855

cc: Tom Williams, Heidi Hampton

STANDARD TERMS AND CONDITIONS OF THE AGREEMENT BETWEEN CLIENT AND GENSLER (“STC”)

Article 1 – Definitions and General Provisions

1.1 Parties. The terms “Client” and “Gensler” include each party’s authorized representatives.

1.2 Days or Time. Time periods refer to calendar days, unless otherwise stated.

1.3 Services. “Services” means the professional services to be performed by Gensler, one or more of its affiliated entities and its consultants.

1.4. Project. “Project” means the project for which Client has retained Gensler.

1.5. Work. “Work” means the construction of the Project elements designed or specified by Gensler.

1.6 Contractor. “Contractor” means the contractor engaged by Client to perform the Work.

1.7 Project Budget. The “Project Budget” is the Client’s budget for the Work. It is anticipated that the Client will include usual and customary allowances for design and construction contingencies in addition to the cost of the Work. Gensler cannot and does not warrant or represent that bids or negotiated prices will not vary from the Project Budget or from any cost estimate reviewed by Gensler.

Article 2 – Gensler’s Services

2.1 Standard of Care. Gensler will perform the Services with the reasonable skill and care ordinarily provided by professionals practicing in the same discipline and locality under similar circumstances (“Standard of Care”). Gensler will perform the Services as expeditiously as is consistent with the Standard of Care and the orderly progress of the Project. Gensler will not be responsible for any delays due to factors beyond its reasonable control.

2.2 Limitation of Construction Responsibilities. Gensler will not have control over, or charge of, and will not be responsible for, construction means, methods, schedules, delays, or safety precautions and programs in connection with the Work, or Contractor’s negligence or failure to perform the Work in accordance with the Construction Documents or any portion of the agreement between Client and Contractor.

Article 3 – Client’s Responsibilities

3.1 Information. Client will provide full information regarding the requirements for the Project.

3.2 Client’s Services and Information. Gensler will be entitled to rely upon the accuracy and completeness of the services, information, surveys, and reports provided by Client, Contractor, or any of their subcontractors or consultants. Gensler’s coordination of the Services with the services of Client’s consultants will be limited to that necessary for consistency of the Documents (as defined in section 4.1 below) with those of such consultants.

Article 4 – Use of Gensler’s Documents and Data

4.1 The drawings, specifications, surveys, reports, and other documents (collectively “Documents”) and any computer tapes, disks, models, CAD files, research, analytics, processes, algorithms or other data, in any medium (collectively “Digital Media”) prepared by Gensler are instruments of service and/or otherwise protected by U.S. copyrights laws, and will remain Gensler’s property. Gensler grants Client a nonexclusive license to use the Documents and Digital Media, delivered or intended as deliverables, solely and exclusively in connection with Client’s use and occupancy of the Project, provided that Client substantially performs its contract obligations, including prompt payment of all sums when due.

4.2 Client agrees to indemnify and hold Gensler harmless from and against any and all claims, liabilities, suits, demands, losses, damages, costs, and expenses (including reasonable legal fees and costs of defense), accruing or resulting to any persons, firms, or other legal entities, on account of any damages or losses to property or persons, including death or economic loss, arising out of the unlicensed use, or the transfer or modification of, the Documents and/or Digital Media.

Article 5 – Claims and Disputes

5.1 Mediation. The parties agree to mediate any dispute or claim, under the Construction Industry Mediation Procedures of the American Arbitration Association, prior to undertaking arbitration per Section 5.2. The cost of the mediation service will be borne equally by the parties.

5.2 Arbitration. In the event the parties are not able to resolve a dispute by mediation, the parties agree to submit the matter to confidential arbitration, in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association in force at the time the claim is submitted to arbitration. The arbitration will be held in or near the city of Gensler’s office providing the Services. The award rendered by the arbitrator(s) will be

final, and judgment on the award may be entered in any court having jurisdiction.

5.3 Mutual Indemnification. Gensler agrees to indemnify Client from and against those damages that Client incurs, as a result of a third-party claim concerning the death or bodily injury to any person or the destruction or damage to any property, to the proportionate extent caused by the negligent act, error, or omission of Gensler or anyone for whom Gensler is legally liable. Client agrees to indemnify Gensler from and against those damages that Gensler incurs, as a result of a third-party claim concerning the death or bodily injury to any person or the destruction or damage to any property, to the proportionate extent caused by the negligent act, error, or omission of Client or anyone for whom Client is legally liable.

5.4 Limitation of Liability. Except for the indemnification obligations under Section 5.3, Client agrees that Gensler's total liability arising out of or related to the Project or this Agreement will not exceed the total compensation received by Gensler pursuant to this Agreement.

5.5 Mutual Waiver of Consequential Damages. Gensler and the Client hereby waive special, exemplary or consequential damages for claims or disputes arising out of or relating to this Agreement. The parties agree that this mutual waiver includes, but is not limited to, waiver of damages incurred by either party for loss of income, lost profit, financing costs, loss of business, or damage to reputation.

5.6 Governing Law. This Agreement will be governed by the law of the jurisdiction where the Project is located.

Article 6 – Termination and Suspension

6.1 Termination or Suspension by Either Party. This Agreement may be terminated or suspended by either party upon not less than seven days written notice should the other party fail substantially to perform in accordance with this Agreement, through no fault of the party initiating the termination or suspension, and such nonperformance is not remedied within the notice period.

6.2 Termination or Suspension by Gensler. Client's failure to make payments to Gensler in accordance with this Agreement, or the Client's violation of its obligations under section 8.6 of this Agreement, will constitute substantial nonperformance and cause for termination or, at Gensler's option, cause for suspension of performance of Services under this Agreement, and Gensler shall not be responsible for any claims or damages arising out of or related thereto.

6.3 Termination for Convenience. Client may terminate this Agreement for its convenience upon not less than seven days written notice to Gensler.

6.4 Compensation upon Termination. In the event of termination, Gensler will be compensated for Services performed prior to termination, together with reimbursable expenses then due.

Article 7 – Payments to Gensler

7.1 Progress Payments. Gensler will submit monthly invoices for Services performed and expenses incurred during the previous month, exclusive of any non-US withholding or value-added taxes. Payment will be due in US Dollars and payable upon receipt of Gensler's invoices. Client will notify Gensler of any disputes or questions regarding an invoice within 15 days of Client's receipt of the invoice in question. Client may withhold payment of any portion of an invoice only to the proportionate extent the invoice is compensation for any Services Gensler has provided in breach of this Agreement. Amounts unpaid 30 days after the issue date of Gensler's invoice will be assessed a service charge of 1.5% per month.

7.2 Hourly Rates. Where Services are to be compensated on an hourly basis, compensation will be based on the hourly rates set forth in Gensler's and Gensler's consultants' standard rate schedules.

7.3 Project Changes. Gensler's fee for Basic Services is based upon (among other things) the budget, schedule, and the scope of services. Gensler's compensation will be equitably adjusted if the Project's scope, schedule, or budget, or Client information, approvals, or instructions, are changed due to factors beyond Gensler's reasonable control. If portions of the Project do not proceed, compensation for those portions will be payable to the extent Services are performed on those portions.

7.4 Sales Tax. Gensler's compensation is exclusive of any applicable sales tax. If Gensler is required by applicable law to charge Client sales tax, the sales tax will be itemized on each invoice and will be due and payable to Gensler by Client upon receipt, unless the Client provides valid sales tax exemption documentation to Gensler issued by the relevant tax authority.

Article 8 – Miscellaneous Provisions

8.1 Assignment and Third Parties. Neither party will assign this Agreement, any right arising out of it, or the performance of obligations hereunder, without the written consent of the other. Nothing contained in this Agreement will create a contractual relationship with, or a cause of action in favor of, any third party.

8.2 Credits. Gensler may create and use representations of the Project's design (including photographs, videos, or other media) in Gensler's business and marketing activities, such as in marketing materials and competitive

submissions. Unless otherwise directed by Gensler, Client will provide professional credit for Gensler in Client's promotional materials (except for materials used to solicit funding) for the Project.

8.3 Latent Conditions. In the event the Project includes any remodeling, alteration, or rehabilitation work, Client acknowledges that certain design and technical decisions will be made on assumptions based on available documents and visual observations of existing conditions.

8.4 Area Analysis. Unless this Section 8.4 is explicitly superseded by further agreed terms and conditions in the Letter of Agreement or applicable Work Authorization, area measurements and calculations provided by Gensler ("Measurements") are for use in designing and constructing the Project only. Measurements will not be used for any other purpose, including negotiating or determining rent, asset values, or legal obligations. Client will indemnify Gensler from third-party liabilities arising from unauthorized use of Measurements. Upon Client's request, and subject to further agreed terms and conditions, Gensler will provide Measurements suitable for purposes other than designing and constructing the Project as an Additional Service.

8.5 Hazardous Materials. Client acknowledges that Gensler has no expertise in, and is not being retained for the purposes of, investigating, detecting, abating, replacing, remediating, or removing any items, products, or materials containing hazardous substances.

8.6 Ethics. Client and Gensler acknowledge their responsibilities and commitment to abide by their respective ethical guidelines, to require that their employees, agents, consultants or contractors conduct themselves professionally and respectfully, and to comply with both domestic and international anti-slavery and anti-corruption laws, including but not limited to the United States Foreign Corrupt Practices Act, the United Kingdom Bribery Act and the Modern Slavery Act, and any amendments and related regulations. Either party may terminate this Agreement at any stage of the Project, if it reasonably believes that the other party has failed to comply with the provisions of this section, including any non-compliance prior to the effective date of this Agreement. A party exercising its right to terminate under this provision will not be liable for any claims or damages arising out of or related to the termination.

8.7 Confidentiality and Data Privacy. The terms and conditions of this Agreement, non-public information designated by either party as confidential, and proprietary information that is not known to the public respecting the business of either party will be considered "Confidential Information." Neither party will reveal Confidential Information to third parties, except to the extent necessary for the purpose of this Agreement or as required by

law. Client will not provide Gensler information that is defined as personal information ("Personal Data") under applicable data privacy or protection laws ("Data Protection Laws") without written authorization from Gensler's legal counsel. Upon such authorization, Client will (a) enter into a data processing agreement with Gensler (if applicable), (b) notify and instruct Gensler with respect to the handling of such Personal Data consistent with Data Protection Laws, and (c) comply with such laws in connection with the collection, storage, and processing of Personal Data.

8.8 Entire Agreement, Waiver, and Severability. This Agreement is the entire, integrated agreement between Client and Gensler. This Agreement supersedes all prior related negotiations, representations, or agreements and Client and Gensler are not relying on any such matter. No failure to act by either Party hereto will be deemed to constitute a waiver of such Party's rights or remedies hereunder. If any part of this agreement is declared unenforceable or invalid, the remainder will continue to be valid and enforceable.

- End of Document -

Coversheet

Approval of Stadium and Field Repair Contract (BFS)

Section:	II. Finance
Item:	C. Approval of Stadium and Field Repair Contract (BFS)
Purpose:	Vote
Submitted by:	
Related Material:	BFS Agreement Pali HS-Track_Field.pdf

Standard Agreement for Landscape Architectural Services

Palisades Charter High School – Track and Field Replacement
June 21, 2025



This agreement is made between the Client and Landscape Architect (LA) as defined below, constituting the entire and complete Agreement between the parties and superseding all previous written, oral or other conditions. This Agreement shall be amended only in writing as signed by other parties. This document has important legal consequences and consultation with an attorney is encouraged.

CLIENT Dr. Pam Magee, Executive Director/Principal
Palisades Charter High School
15777 Bowdoin Street
Pacific Palisades, CA 90272

Phone: (310) 230-6623
Email: pmagee@palihigh.org

LANDSCAPE ARCHITECT: (hereinafter referred to as LA)

BFS Landscape Architects
425 Pacific Street, Suite 201
Monterey, CA 93940

Phone: (831) 646-1383
Fax: (831) 373-8653

PROJECT & SERVICES DESCRIPTION: Services listed under "BASIC SERVICES" are listed for further description and relative phasing purposes and shall be provided only if specifically referenced with the above attachment and if Client fulfills his financial obligation in a timely fashion. The project description and specific services to be provided on this project shall be as noted on the following attachments:

- a. Scope of Services, dated June 21, 2025 (4 pages)
- b. Standard Provisions, dated June 21, 2025 (2 pages)
- c. Standard Schedule of Compensation, dated 01/2025 (1 page)

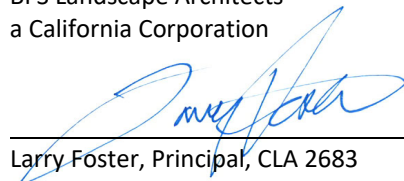
PAYMENTS: The LA shall be compensated for these services by payment of the fixed fee amounts and/or hourly rates plus those charges for additional services and reimbursable expenses as follows:

Retainer	None
Design Services	See Scope of Services
Construction Documents & Construction Review	See Scope of Services
Additional Services	See Scope of Services

Bidding and construction review services and additional services shall be billed on an hourly basis in accordance with prevailing Standard Schedule of Compensation at the time the services are rendered.

LANDSCAPE ARCHITECT
BFS Landscape Architects
a California Corporation

AGREED & AUTHORIZED TO PROCEED
Palisades Charter High School



Larry Foster, Principal, CLA 2683

 June 27, 2025

Dr. Pam Magee, Executive Director/Principal Date

Notice: Landscape Architects are regulated by the State of California. Any questions concerning a Landscape Architect may be referred to the Landscape Architects Technical Committee at: Landscape Architects Technical Committee, 2420 Del Paso Rd, Unit 105, Sacramento, CA 95834 (916) 575-7230.



Scope of Services

Palisades Charter High School – Track and Field Replacement
June 21, 2025

PROJECT DESCRIPTION

Prepare new Construction Documents to repair and replace the existing synthetic track and field. Scope also includes Construction Review. Provide for competitive bidding in materials selection; infill vs non-infill turf.

1.0 PRELIMINARY DESIGN

None.

2.0 DESIGN DEVELOPMENT

None.

3.0 CONSTRUCTION DOCUMENTS

- 3.01 Attend Project start up meeting. Review scope of services, project program, schedule, and construction budget with Owner / Project Manager [PM].
- 3.02 Visit Project site and photograph for in-house design reference.
- 3.03 Format and modify existing CAD files for new work and scope.
- 3.04 Research new turf, performance pads, and track surfacing options.
- 3.05 Assist Owner with operation of field rotors and review of electrical boxes.
- 3.06 Prepare 75% complete CDs, including:
 - a. Cover Sheet, including sheet index, vicinity / location maps and notes.
 - b. Existing Condition Plan.
 - c. Demolition Plan.
 - d. Construction (Materials) and Layout Plan
 - e. Construction Details
- 3.07 Visit Project site to review plans and verify track demolition limits.
- 3.08 Coordinate scope items and discuss bid basis with PM.
- 3.09 Coordinate plans and DSA submittal with Architect. Architect shall submit project to DSA.
- 3.10 Participate in weekly coordination meetings with PM / Architect via zoom.
- 3.11 Prepare 75% Technical Specifications.
- 3.12 Prepare 75% estimate of probable construction costs.
- 3.13 Submit 75% CDs electronically, and review with Owner / PM on site.
- 3.14 Based upon Owner / PM review, complete 100% complete Construction Drawings.

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- 3.15 Prepare 100% estimate of probable construction costs.
- 3.16 Prepare 100% Technical Specifications.
- 3.17 Submit 100% CDs electronically and review with Owner / PM / Architect.
- 3.18 Based on any Owner or DSA plan-check comments, complete Bid-set drawings and Technical Specifications. Submit electronic set to Owner / PM for bidding and DSA submittal/reviews by Architect.
 - a. Owner / PM will distribute copies of bid-documents.

4.0 BIDDING AND CONSTRUCTION REVIEW

Owner / Owner's Construction Manager (CM) shall have the primary responsibility for the bidding and construction review phase of the project, including testing and inspection coordination, payment request processing and all related items.

- 4.01 Attend pre-bid zoom meeting with Owner / CM and potential bidders to discuss bidding procedures.
- 4.02 Provide technical assistance during the bid process, including preparation of Addenda. Respond to questions as directed by Owner / CM. Provide written or graphic clarification as appropriate.
- 4.03 Provide the Owner / CM a Conform Set of Drawings incorporating all addenda revisions.
- 4.04 Attend pre-construction meeting with Owner / CM and Contractor to discuss landscape construction procedures.
- 4.05 Respond to Requests for Information (RFI); furnish Clarifications, Revisions, and Architects Supplementary Instructions (ASI) to the Owner / CM; any change orders will be prepared by Owner / CM.
- 4.06 Review and process submittals, samples and Shop Drawings. Review proposed substitutions if any, for conformance to drawings and technical specifications.
- 4.07 Attend twice-a-month project (OAC) meetings by zoom.
- 4.08 Attend five on-site construction reviews, followed by written field reports. Assumes 4 months construction. Reviews to include:
 - a. Existing subgrade condition review.
 - b. Turf and pad installation.
 - c. Track surfacing installation.
 - d. Final Review.
- 4.09 Close-out project including administrative documentation.

5.0 ADDITIONAL SERVICES

Any additional presentations, drawings or documents not identified in the Scope of Services will be considered additional services. Additional services are provided only as authorized and on an hourly basis unless otherwise approved.

- 5.10 Additional in-person meetings at the site, as authorized by the Owner / PM.
- 5.20 Assist the Architect with path of travel layouts and designs for DSA review.

EXCLUSIONS

The following are excluded from our scope of services.

1. CEQA document preparation and approvals.
2. Site Survey.
3. Geotechnical Survey / Report.
4. Planting and irrigation plans and design.
5. Grading and Drainage Plans.
6. Any paving, fencing, and bleacher outside of the track.
7. C3 Stormwater Management Plans.
8. Storm Water Pollution Prevention Plan (SWPPP).
9. Paving base and sub-grade design.
10. Electrical Engineering and design.
11. Structural Engineering (retaining walls, light standard footings etc).
12. Utility Engineering including domestic water supply.
13. ADAAG (Accessible route) / Signage Plan.
14. DSA plans, submittals, fees, and visits provided by Architect/Owner.
15. Testing fees for construction testing procedures, i.e., compaction testing, percolation testing, construction staking verification.
16. Division 1 (General Conditions and Special Provisions) Project Specifications.
17. Printing of drawings.

-END -

COMPENSATION

1.0	CONCEPTUAL / SCHEMATIC DESIGN	None.
2.0	DESIGN DEVELOPMENT	None.
3.0	CONSTRUCTION DOCUMENTS.....	\$24,800
4.0	BIDDING & CONSTRUCTION REVIEW.....	\$18,400
TOTAL	\$42,200
	REIMBURSABLE EXPENSES BUDGET	\$1,200
5.0	ADDITIONAL SERVICES	
	5.1 Additional In-Person Meetings	\$1,200 per meeting
	5.2 Assist Architect Path of Travel Studies/Designs	Hourly Allowance \$5,000-7,000

Attachments: Standard Schedule of Compensation, dated 01/2025

Notice: Landscape Architects are regulated by the State of California. Any questions concerning a Landscape Architect may be referred to the Landscape Architects Technical Committee at: Landscape Architects Technical Committee, 2420 Del Paso Rd, Unit 105, Sacramento, CA 95834 (916) 575-7230.

Standard Provisions

Palisades Charter High School – Track and Field Replacement
June 21, 2025



ARTICLE I LANDSCAPE ARCHITECT'S SERVICES

LA will be obligated to provide such services as described in the attached Scope of Services. The LA's services will be performed in accordance with generally accepted professional practices and standards for the locality in which the services are provided and for the intended use of the project at the time such services are performed and the LA makes no other warranty either expressed or implied.

ARTICLE II CLIENT'S RESPONSIBILITIES

The Client shall provide complete, accurate, and timely information regarding its requirements for the project and shall designate by name a project representative authorized to act on its behalf. The Client shall examine documents or other instruments of service submitted by LA and shall render any decisions necessary promptly in order to avoid unreasonable delay. The Client shall also provide any additional services, other than those which LA is responsible to provide, which are reasonably necessary to complete the project, including but not limited to accurate and complete surveys, geotechnical engineering services, testing services and inspection and reports required by law.

ARTICLE III OWNERSHIP OF DOCUMENTS

Drawings, specifications, and any other instruments of service to be provided by LA shall remain the property of the LA and shall not be used by the Client on any other project or for completion of this project by others without the written authorization of LA.

ARTICLE IV SUCCESSORS AND ASSIGNS

The Client and LA each bind themselves, their successors and assigns to the agreement. Neither Client nor LA shall assign or transfer its interests in this agreement without the prior written consent of the other.

ARTICLE V MISCELLANEOUS PROVISIONS

- A. Neither party shall hold the other responsible for damages or delays in performance caused by acts of God, strikes, lockouts, accidents or other events or conditions beyond the other party's control.
- B. In the event any provisions of this agreement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provisions, term, condition, or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.
- C. This agreement may be terminated by either party upon seven days written notice in the event of substantial failure of the other party to perform in accordance with the terms of this agreement and/or the applicable Professional Services Work Order.
- D. This agreement and any referenced and attached document constitute the entire agreement between the parties and there are not conditions, agreements or representatives between the parties except as expressed in said documents. It is not the intent of the parties to this agreement to form a partnership or joint venture.
- E. All claims, disputes and other matters in question between the parties to this agreement, arising out of or relating to this agreement or the breach thereof, shall be submitted to non-binding Mediation under the auspices of a mutually agreed upon Mediation Service experienced in handling construction related disputes prior to initiation of any lawsuit or other litigation unless the parties mutually agree otherwise. The cost of said Mediation shall be split equally between the parties. This agreement to mediate shall be specifically enforceable under the prevailing law of the jurisdiction in which this agreement was signed.
- F. The LA shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the Project site, including but not limited to asbestos products, polychlorinated biphenyl (PCB) or other toxic substances.

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- G. The LA and the Client mutually agree, to the fullest extent permitted by law, to indemnify and hold each other harmless from any and all damage, liability or cost, including reasonable attorneys' fees and costs of defense, arising from their own negligent acts, errors or omissions in the performance of their services under this Agreement, to the extent that each party is responsible for such damages, liabilities and costs on a comparative basis of fault.
- H. The Client and the LA have reviewed and discussed the LA's services and scope and total fee for services. The risks allocated are such that the Client agrees that to the fullest extent permitted by law, the LA's (including subconsultants, employees, agents, and representatives) total liability to the Client for any and all injuries, claims, losses, expenses, damages, or claim expenses arising out of this agreement from any cause or causes shall not exceed the total amount of our fee, not including reimbursable expenses, as stated elsewhere in this contract. Such causes include, but are not limited to, negligence, errors, omissions, strict liability, breach of contract or breach of warranty.
- I. All payments for fees and reimbursable expenses are due in the LA's office within thirty working days of the invoice date unless otherwise arranged. Late payments shall be subject to a 1.5% monthly interest charge plus a \$15.00 late fee, regardless of the invoice amount. Client is required to review each invoice upon receipt and report any discrepancies and requests for additional information and clarifications within five days of the invoice date. If a disputed portion of the invoice cannot be resolved within ten days, the Client shall pay the undisputed amounts within two days thereafter. No deductions shall be made from the LA compensation on account of sums withheld from payments to Contractors.

Standard Schedule of Compensation

January 2025



GENERAL

The following list of fees and reimbursable expense items shall be used in providing services within our agreement and may be annually adjusted, upon issuance of an updated Standard Schedule of Compensation:

Principal	\$232/hour
Associate Principal	\$216/hour
Associate	\$201/hour
Project Manager	\$180/hour
Assistant Project Manager	\$169/hour
Designer	\$148/hour
Assistant Designer	\$126/hour
Technical Support	\$100/hour
Project Support	\$89/hour

ADDITIONAL SERVICES

Any additional presentations, drawings or documents not identified in the Scope of Services will be considered additional services. Additional services are provided only with prior authorization and on an hourly basis unless otherwise approved.

REIMBURSABLE EXPENSES

All costs for printing and plotting, special delivery, mileage, and other costs directly related to the project will be accounted as a reimbursable expense at our cost plus a fifteen percent administration charge.