



VERDE DESIGN

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January 18, 2021

Los Gatos Union School District  
Ms. Terese McNamee, CBO  
Delivered via Electronic Mail

RE: Daves Avenue ES Campus Landscaping and Play Field Improvements  
Verde Design Project # 2100400

Dear Terese:

In response to your request, Verde Design is pleased to submit the following proposal to Los Gatos Union School District (District) to provide the identified services on the above referenced project. This proposal shall remain valid for a period of sixty (60) days.

### PROJECT UNDERSTANDING

Based on our concept design process and priorities set forth from the Daves School community, the project improvements moving forward will be the existing school courtyard corridors, kinder area, and the existing play field areas. The initial project construction budget for the above work is roughly \$2.4 million. The scope for the play fields is assumed at this time to be new baseball backstops, reconstructed natural grass play fields with perimeter stabilized decomposed granite pathways, new paving paths of travel from school blacktop to the field level, and infield modifications as needed.

None of the three areas identified above include any structural or architectural design work at this time. In addition, no off site improvements or work within the public right-of-way is anticipated to be part of the project scope. It is our understanding that this project will go thru DSA for access only review and Verde Design will be responsible for shepherding the project through the offices of DSA. It is our understanding that no other regulatory agency is involved in this project. We are assuming all the work will be submitted to DSA and bid as one single package. At this time, we are assuming that there is no accessibility upgrades needed outside the identified project improvement scope. If DSA renders additional upgrades outside the identified project scope to be required (i.e. restroom upgrades, campus path of travel, parking lot modifications, etc), then Verde Design can provide this additional design work as an add service.

Our design services are broken into the following phases: Schematic / Finite Design, Design Development, Construction Documentation, and Bidding & Construction Administration. The Schematic / Finite Design Phase will provide final improvement layout and initial systems design (i.e. grading, drainage, and material selection). Design Development will begin the creation of the documents that will ultimately be used to obtain project approval, and Construction Documentation will provide final Construction Documents that will be used for agency approval and construction purposes. Bidding and Construction Administration will assist the District with the bidding process, and the subsequent construction administration will provide oversight and interpretation for the construction process.

We would ask that the District retain the services of a topographic survey and a geotechnical investigative report and recommendations for the improvements identified above (including subgrade and section recommendations for areas beneath hardscape and paving areas, as well as beneath the synthetic turf

surfaces). Also, an underground utility survey is strongly recommended to be provided as part of the site investigation by the District.

We are assuming that due to the project size a SWPPP, Risk Level 1 or 2, will be required to achieve coverage under the CGP. We have included in our scope the preparation of the SWPPP and QSD services. The Contractor or a 3<sup>rd</sup> party representative to the District is to act as the QSP and shall be responsible for all SMARTS filing once the WDID# is obtained. We will also provide any required landscape irrigation efficiency paperwork and calculations and C.3 storm water management compliance as required by governing agencies.

In case there is additional design scope that arises during the project process, we have included an optional design fee allowance for any added unforeseen design efforts desired and/or required for the project. The District may elect to include this fee amount as part of the District agreement and purchase order. No electrical or structural engineering is currently identified to be part of the project. If it is determined to be needed and/or desired, then Verde Design can provide thru subconsultants as an add service.

#### **SCOPE OF SERVICES:**

**Verde Design** proposes to provide the following services in accordance with our above stated understanding of the project.

##### **A. Schematic / Finite Design**

1. A kick-off meeting with the District to review and confirm project scope, programming, and scheduling parameters. Meeting agenda and minutes to be provided.
2. Complete a site walk with District / School staff (in order to confirm maintenance needs, existing infrastructure, etc.).
3. Establishment of project files, procedures and other administrative tasks.
4. Data acquisition:
  - a. Coordination with the District to obtain a current topographic survey and underground utility survey to reflect the current project boundaries, adjacent utilities, and accurate representation of existing conditions.
  - b. District to provide any plans of current or as-built conditions including drainage, irrigation, water, sewer, gas, etc. for the project site.
  - c. Coordination with District to receive a project specific geotechnical investigative report for the identified project improvements.
5. Review all pertinent program and site inventory information.
6. Develop preliminary schematic designs for the project improvements.
7. Develop detailed preliminary project cost statement for the identified improvements.
8. Meet with the District to review schematic design package. Meeting agenda and minutes to be provided.

##### **B. Design Development**

1. Develop a Design Development Package (at a 50% CD level), which will include the following:
  - a. Cover Sheet
  - b. Existing Conditions Plans
  - c. Erosion / Sedimentation Control Plans
  - d. Accessibility Plan
  - e. Demolition Plans

- f. Grading Plans
  - g. Drainage / Utility Plans
  - h. Layout Plans
  - i. Material Plans
  - j. Irrigation Plans
  - k. Planting Plans
  - j. Construction Details
  - k. Technical Project Specifications
  - l. Statement of Probable Construction Costs
- 2. Submit 50% Package electronically to the District (along with two full size hard copy sets) for review and approval to proceed to Construction Documentation.
  - 3. One meeting with the District to review the Design Development Package and receive comments and address questions. Meeting agenda and report will be provided.

**C. Construction Documentation**

- 1. 95% Package. Upon receiving approval to proceed with documentation, we will review the 50% submittal comments from the District and incorporate them into the 95% Package.
- 2. Submittal preparation and coordination. Submit three sets of bond drawings and specification book to DSA for review and two hard copy sets of deliverables (along with revised cost statement) to the District for review and comment.
- 3. Redline, Review and Quality Control (QC) process.
- 4. Facilitate one meeting with the District for review and coordination of the 95% submittal comments.
- 5. Bid/Back-Check Submittal: Following receipt of District and DSA comments for the 95% Submittal, make corrections, if any, to finalize the package for bid, including a Final Statement of Probable Construction Costs. The final product will be original signed bond drawings and stamped bid manual.

**D. Bidding / Construction Administration / Construction Observation**

Upon receiving approved construction documents, Verde Design will assist the District during the construction phase and provide the following construction administration services as required by the project:

- 1. Attend pre-bid coordination meeting.
- 2. Coordinate and respond to bidder questions.
- 3. Preparation of addendum as necessary.
- 4. Attend pre-construction coordination meeting.
- 5. Review and processing of applicable product submittals, shop drawings, and product samples (max 2 submittal for any one product; additional resubmittals will be billed on an additional Time-and-Materials basis).
- 6. RFI coordination and processing.
- 7. Change Order evaluation.
- 8. Attend up to sixteen (16) construction meetings at the project site. Meeting communication (i.e. agendas and minutes) to be provided by others.
- 9. Review field and laboratory testing data of materials and provide review responses to the District. Note: all laboratory testing of field materials is excluded from this proposal.
- 10. Provide one substantial completion walk-thru of the work and generate punch list for the District.
- 11. Review record drawings for underground improvements.
- 12. Final walk through and punch list for our scope of work. All subsequent punch walks will be billed on a Time and Materials basis in addition to this proposal.

13. Review all Contractor warranties / guaranties and M&O documentation for our scope of work.
14. Close project and organize electronic files, plans and construction binder.
15. Close project and obtain certification from DSA as appropriate.

## PROJECT TIMELINE

For the purposes of this proposal, Verde Design proposes the following timeline for the tasks identified above (all timeline durations are sequential and begin once we receive a signed contract):

<b>Schematic / Finite Design:</b>	5 weeks
<b>Design Development:</b>	6 weeks
<b>Construction Documentation:</b>	
95% / DSA Submittal:	8 weeks
Bid / Back Check Submittal:	3 weeks

The above timeline excludes District and DSA review times. In addition, this assumes that the survey can be provided by the District within two weeks of project Notice to Proceed. Any required geotechnical investigation work as required for the project, as provided by the District, will need to be completed and report provided prior to start of the design development phase.

The schedule is assuming that all three project areas will be designed at one time and be part of one design / documentation package that will go to DSA for approval.

## CLIENT'S RESPONSIBILITIES

In order to complete the items described in Scope of Services above, we respectfully request that the District provide the following information:

1. Any available construction or record drawings of the project area.
2. Ground Topographic Survey in AutoCAD 2019 (or more recent version) of the project site outlining detail necessary to accurately design the identified improvements.
3. Aerial Survey or CADD outline file for entire school campus
4. Past DSA approved drawings for past projects, including parking lots and restroom upgrades
5. Program use criteria by the District / School's user groups
6. Utility survey of existing utilities as needed and / or potholing as required in specific areas as requested by our office.
7. Geotechnical investigation report to enable design of synthetic turf and exterior hardscape elements, and any other required items.
8. Drainage point of discharge locations, as well as pipe invert and size. The drainage POC's shall be provided within our understood Limit of Work Area.
9. Irrigation system point of connections, as well as service line and meter size, available pressure, and number of controller stations available. In addition, the preferred irrigation components (i.e. brand and models) will be provided to our office. The irrigation POC's shall be provided within our understood Limit of Work Area.
10. Drawing title block and drawing standards. If none available or needed, Verde Design will base all drawings on its drawing standards.

## SPECIAL PROVISIONS

Without attempting to be all-inclusive and for purposes of clarity, the following items are specifically not included in the Scope of Services:

1. Meetings other than those listed.
2. Presentations to public bodies.
3. Project design and documentation costing in addition to what is noted above in the project understanding.
4. Topographic surveying
5. Underground utility surveying
6. Environmental Review or CEQA documentation.
7. Permitting with public agencies other than the DSA and the Fire Department (for DSA signoff)
8. Electrical, Geotechnical, M/E/P, or Structural Engineering
9. Architecture Design
10. Right-of-way design work
11. Fees of any kind required for project approval.
12. Soil and / or Field sampling and Laboratory Testing services
13. QSP Services

Services will be diligently pursued and every reasonable effort will be made to meet the mutually agreed upon schedule. If the completion of the services is delayed at any time in the progress of the work undertaken in this Agreement by conditions beyond the control of the Consultant; including but not limited to: strikes, lockouts, labor disputes, or the inability of the District, their consultants, utility companies, or jurisdictional agencies to provide required information, processing or direction; the time of completion shall be extended during such period and Consultant shall be held harmless from any and all claims arising out of such delay.

## PROFESSIONAL COMPENSATION

For the above proposed Scope of Services that is based on our project understanding and the project timeline identified above, **Verde Design, Inc.** respectfully proposes the following lump sum fee as indicated below, including the identified reimbursable expenses. These fees are based on the current hourly rate of the office as defined by our attached current Charge Rate Schedule, as well as the anticipated work effort that will be required to successfully complete this project. The fee will be billed as a percentage complete as broken down by the following phases:

Schematic / Finite Design:	\$ 40,500
Design Development:	\$ 60,900
Construction Documentation:	\$ 74,900
<u>Bidding / Construction Administration / Construction Observation:</u>	<u>\$ 63,200</u>
<b>Fee Subtotal:</b>	<b>\$ 239,500</b>
Optional Design Fee Allowance for additional / unforeseen scope:	\$ 20,000

Additional services will be charged on a time and material or negotiated lump sum fee basis. Only work that is outside the approved Scope of Services and approved reimbursables will be subject to payments above the stipulated contract amount shown above. Should the project be delayed beyond the agreed upon project schedule by the Client to a level that puts the project on hold, for a period of time a re-start

fee will apply. This fee will be determined at that point based on the amount of downtime and additional work required to bring the project on line.

#### **CHANGE IN SERVICES**

Client may order changes in scope or character of service, either decreasing or increasing the amount of Consultant's services, and if necessary, changing the character of services. In the event that such changes are ordered, Consultant is entitled to full compensation for all services performed and expenses incurred prior to receipt of notice of change.

In the event that additional services including, but not limited to design, plans, renderings, and presentations not included in the Scope of Services are required; or for changes and revisions requested by the Client after work has been performed, they will be performed on an hourly charge rate basis as extra work in accordance with the charge rate schedule in effect at the time the services are performed.

#### **TERMINATION OF AGREEMENT**

This agreement may be terminated by either party at any point with ten (10) days written notice to the other party in the event of substantial failure of performance, or if the client should deem it necessary or desirable to indefinitely suspend the project.

In the event the project is terminated or indefinitely suspended in the manner herein provided, the Landscape Architect shall turn over copies of any and all documents completed to that date. The Landscape Architect shall be entitled to compensation up to and including said termination date. Original work shall remain the property of Verde Design.

#### **BILLINGS & PAYMENT**

Invoices will be sent by the 10th of the month for work completed through the 25th of the previous month. Any additional services will be billed separate from contracted services. Payment is due and payable within 30 days of the statement date.

If this proposal meets with your approval, please sign below, return a signed copy to our office, and issue a District purchase order to Verde Design, Inc. Terese, thank you again for the opportunity to work with you and the District on this exciting project!

Respectfully submitted,  
**Verde Design, Inc.**



Devin Conway, PE  
Principal

PROPOSAL APPROVED BY:  
**Los Gatos Union School District**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Enclosure:      Current Charge Rate Schedule

**Verde Design, Inc.**  
**Charge Rate Schedule**  
**Effective until December 31, 2021**

The following chart outlines the current charge rate for professional and office costs. Reimbursable rates and expenses are shown at the bottom.

**Project Rates**

Principal	\$245.00 per hour
Project Manager/Construction Manager	
Level Four	\$230.00 per hour
Level Three	\$210.00 per hour
Level Two	\$175.00 per hour
Level One	\$160.00 per hour
IT Manager	\$175.00 per hour
CAD Manager	\$170.00 per hour
Project Designer	\$155.00 per hour
Job Captain/Staff Engineer/Construction Administrator	\$145.00 per hour
Draftsperson Level II	\$130.00 per hour
Draftsperson Level I	\$125.00 per hour
Project Administrator	\$85.00 per hour
Intern	\$75.00 per hour

**Reimbursable Rates**

Blueprints, Printing and Reproductions	Cost plus 10%
Sub Consultant Services	Cost plus 10%

**Reimbursable Expenses**

Blueprints and Reproductions	Travel Expenses
Postage/Overnight Mail Service	Courier Delivery Service

*Charge Rate Schedule is subject to revisions.*

*Revised 10/2020*