



VERDE DESIGN

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November 12, 2017

Charlie Beigarten
MDUSD Facilities Planning Department
1936 Carlotta Drive
Concord, CA 94519
Delivered via Electronic Mail

RE: MDUSD Tennis Court Renovations
Verde Design Project No. 1720300

Dear Charlie:

Thank you for the opportunity to provide a proposal for the design, construction documentation and construction administration services on the above referenced project. This proposal shall remain valid for a period of ninety (90) days.

PROJECT UNDERSTANDING

The District wants to renovate existing tennis courts at Northgate, Concord and College Park High Schools. The courts have severe cracking throughout.

College Park HS courts will likely require the design of new accessible parking spaces and path of travel for the tennis courts. No new accessible restrooms are part of the project at this time. We believe that the courts will be reconstructed. At a minimum, fence fabric to be taken down and replaced, though all fencing could be replaced. Any court lighting would remain in place and related infrastructure would be protected.

Concord HS courts will likely just require crack repair and resurfacing.

Northgate HS courts has new DSA approved restrooms and accessible parking lot for the tennis courts. There is a small portion of walkway that will need to be addressed for accessibility. There are two separate tennis courts along the hillside at the back end of campus. The lower four bay court is accessible. A new ramp will be required to allow access to the upper tennis courts. Courts will have to be removed and reconstructed, with new fencing likely needed (new fence fabric to be taken down and replaced at a minimum).

Fence windscreens are not in good condition, and will likely need to be replaced. Other than the efforts noted above, no other improvements beyond the court surface repairs, such as new court signage, court furnishings (except for court posts, nets, and anchors), are anticipated. Minimal pavement improvements immediately outside the playing court areas will be included.

A supplemental geotechnical engineering report will need to be completed at College Park and Northgate High School, which will identify likely causes of the issues present and provide engineering recommendations to resolve the issue. We have provided this service thru a subconsultant (Geosphere) as an optional service. Also, a topographic should be prepared and completed at each site. We have provided this service thru a subconsultant (PLS Surveys) as an optional service. Please note the survey is for the specific tennis courts project areas at each site, and currently do not encompass surrounding areas beyond the immediate court areas.

We will also provide SWPPP documents as the QSD for the College Park and Northgate High Schools sites, as we anticipate that a filing with the State SMARTS system will be required. No filing for Concord HS is anticipated due to the courts not to be reconstructed.

Verde Design's deliverables will include preparing specifications and construction documents suitable for public bidding. This proposal does not include electrical services, as they have not been identified to be part of the project. In addition, this proposal does include DSA coordination and submission as an access only project. The project scope is based on a single bid package for all three sites, and that construction of the court areas will be concurrent at all three sites, and will be administered with a single regular construction meeting for all three sites.

SCOPE OF SERVICES: Verde Design proposes to provide the following services in accordance with our above stated understanding of the project.

A. Project Start Up

1. One project kick-off meeting with District staff to review the project scope, schedule, and anticipated project improvements. Meeting Agenda and Minutes to be provided.
2. Acquire from the District a topographic survey of the tennis courts, including the immediate points of access. If optional service is approved by the District, Verde Design' subconsultant will provide the survey files.
3. Walk the project sites with the District and verify existing conditions and adjacencies.
4. Coordinate with the District's geotechnical engineer to confirm boring locations (only anticipated at College Park and Northgate High Schools) and review the findings and recommendations. If optional service is approved by the District, Verde Design' subconsultant will provide the geotechnical investigation and report.
5. Review the received information and set up CAD base drawings.

B. Analysis and Design

1. Develop preliminary schematic options for the improvements.
2. Develop ROM construction budgets for various options to rehabilitate the existing courts.
3. Attend one meeting with District staff to review the preliminary designs. Meeting agenda and report to be provided.
4. Revise schematic designs and costs based on District comments.

C. Construction Documentation

1. Develop a PS&E package to a 50% level. Package to include the following items for each site:
 - a. Cover Sheet
 - b. Existing Conditions Plan
 - c. Accessibility Plan
 - d. Erosion / Sedimentation Control Plan
 - e. Demolition Plan
 - f. Grading Plan
 - g. Drainage Plan
 - h. Improvement Plan
 - i. Construction Details
 - j. Technical specifications
 - k. Statement of Probable Construction Costs
2. One meeting on-site with District staff to review the 50% package. Provide two sets of 50% package to District for review. Meeting agenda and minutes to be provided.
3. Upon receiving the District comments, develop PS&E package to 95% level.

4. One meeting on-site with District staff to review the 95% package. Provide two sets of 95% package to District for review, and two sets to DSA. Meeting agenda and minutes to be provided.
5. Review District comments, and finalize the documents to a 100% bid submittal level.
6. Attend DSA backcheck appointment to receive DSA approval. Once receive, provide scans of DSA approved stamped documents.

D. Bidding / Construction Administration

1. Coordinate bidding with the District.
2. Attend pre-bid meeting.
3. Coordinate and respond to contractor questions during the bid period.
4. Attend Pre-construction meeting.
5. Process and coordinate submittals and shop drawings (max 2 submittals for any one product; additional resubmittals will be billed on an additional Time-and-Materials basis).
6. RFI coordination and processing.
7. Attend regular construction meetings (and/or visit the site) up to eight times. Meeting reports to be provided.
8. Provide one substantial completion walk-thru of the work and generate punch list for each project area.
9. Review record drawings as completed by the Contractor.
10. Review all Contractor warranties / guaranties and M&O documentation for our scope of work.
11. Perform one final punch walk to verify all corrective work was successfully completed.

Additional Meetings: We will gladly attend any additional meetings requested by the District throughout the process. Additional meetings will be billed at cost in accordance with the attached Charge Rate Schedule in addition to the fixed fee.

Project Timeline: For the purpose of this proposal, we propose the following general project timeline:

Project Start-up:	3 Weeks
Analysis & Design:	5 Weeks
Construction Documentation:	
50% Submittal	4 Weeks
95% / DSA Submittal	4 Weeks
DSA Back Check / Bid Submittal	3 Weeks

Note: the above timelines do not include any required review time by District staff or DSA. It also assumes the surveying will be completed within the initial three week project start up phase, and the geotechnical work and recommendations can be completed the first eight weeks of the project.

CLIENT RESPONSIBILITIES

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

1. Tennis Facility Programming Needs
2. Any record drawings showing utilities that may serve anticipated improvements. These may include drainage, utilities, irrigation, electrical, etc.

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. Renderings and Presentations to public bodies or public hearings.
3. Project design documentation or costing in addition to what is noted above.
4. Architecture, electrical, geotechnical and structural engineering services
5. Underground Utility Surveys
6. Environmental Review or CEQA documents.
7. Design work extending beyond the identified improvements.
8. Permitting or Coordination with public agencies.
9. Permit Fees
10. Right-of-way design work.
11. Field or Laboratory testing of on-site or proposed materials
12. QSD / QSP work

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 Client, his 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.

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.

PROFESSIONAL COMPENSATION

For the scope of services and products identified in this proposal, Verde Design respectfully requests the following fixed fee, including all reasonable reimbursable expenses that are outlined to be included in the project. This fee is based on the anticipated work effort that will be required to successfully complete this project and is broken down as follows:

<u>Phase</u>	<u>Fee Amount</u>
Project Start-up:	\$ 9,400
Analysis & Design:	\$ 20,500
Construction Documentation:	\$ 77,900
<u>Bidding & Construction Administration:</u>	<u>\$ 51,800</u>
FEE SUBTOTAL:	\$ 159,600

Also, per the Project Understanding, in addition to the above fee, we have provided the following additional services for topographic surveying and geotechnical investigation services:

Geotechnical Investigation and Recommendations (College Park and Northgate HS only):	\$ Proposal Pending
Topographic Surveying (all three project sites):	\$ 10,350

**Verde Design, Inc.
Charge Rate Schedule
Effective until December 31, 2018**

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	\$215.00 per hour
Project Manager/Construction Manager	
Level Four	\$200.00 per hour
Level Three	\$180.00 per hour
Level Two	\$160.00 per hour
Level One	\$145.00 per hour
IT Manager	\$160.00 per hour
CAD Manager	\$155.00 per hour
Project Designer	\$135.00 per hour
Job Captain/Staff Engineer/Construction Administrator	\$130.00 per hour
Draftsperson Level II	\$115.00 per hour
Draftsperson Level I	\$110.00 per hour
Project Administrator	\$80.00 per hour
Intern	\$70.00 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 11/2017*

Additional requested reimbursable expenses will be entitled to bill reimbursable expenses as noted on the attached Charge Rate Schedule. Additional services will be charged on a time and material basis.

Should the project be delayed beyond the agreed upon project schedule by the Client to a level that puts the project on hold, 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.

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.

If this proposal meets with the approval of the District, sign as indicated below and issue a purchase order to Verde Design. Charlie, thank you again for the opportunity to continue working with the District!

Respectfully Submitted,
Verde Design, Inc.

PROPOSAL APPROVED BY:
Mount Diablo Unified School District

Devin Conway
Principal

Name Date

CC: Verde Design Distribution

Attachment: Current Charge Rate Schedule