

August 28, 2020

Mountain View Whisman School District  
Rebecca Westover, Ed. D, Chief Business Officer  
Department of Business Services  
(650) 526-3500 / rwestover@mvwsd.org

**Re: Mountain View Whisman School District SOQ & District Outdoor Learning Spaces Project Proposal**

**PROJECT DESCRIPTION**

The Proposed Project involves the addition of outdoor learning spaces at eight (8) elementary and two (2) middle school sites. The scope will explore 2 options with option 1 consisting of outdoor learning spaces designed to house 15 students at each location with a total of 10-25 locations per site depending on space available at each site. Option 2 consists of outdoor learning spaces designed to house 30 students at each location with a total of 4 to 12 locations per site. Option 3 may be a hybrid model between option 1 and 2. Each option would include demolition, pavers, benches, shade structure/sail and associated flatwork, irrigation, and planting. Scope of work will include providing the District with conceptual drawings for each option and attend meetings with District and stakeholders to establish a concept to be presented to the Board of Trustees for approval. The preliminary construction budget is \$5.5 million.

**A. SERVICES**

1. Schematic Design
  - a. Meet with Owner/Architect to discuss project goals, budgets, and schedule.
  - b. One (1) site visit to review visible existing conditions of each area identified above.
  - c. Prepare a landscape development plan to be reviewed and approved by the Owner/Architect.
  - d. Prepare a landscape imagery board showing probable plant material to be used.
  - e. Coordinate with governing agency for landscape planting, irrigation and site issues applicable to this Contract.
2. Design Development
  - a. Prepare hardscape materials plans and landscape planting plans and identifying types soils for planting areas.
  - b. Development of hardscape and landscape details to communicate design intent assisting in pricing.
  - c. Coordinate grading and drainage patterns with Civil Engineer.
3. Construction Documents
  - a. (2) Two meetings with the Owner/Architect to review progress drawings, review goals, budgets, schedule and coordination with the consultant team for each independent area identified above.
  - b. Materials Plans and Details: Detailed materials plans for pedestrian paving and site amenities within areas identified above.
  - c. Layout Plan: Detailed layout plans prepared sufficiently to provide direction to the contractor to construct pedestrian paving.
  - d. Landscape Irrigation Plan and Details: Detailed layout of irrigation system, piping and valves to provide a total operative system that is coordinated with system installed along main street.

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# 07. PROJECT PROPOSAL

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- e. Soil Preparation Plan: Detailed soil preparation plans prepared to provide adequate growing medium for specific planting areas within areas identified above. Coordination of bio-filtration areas with applicable soil as required with Civil Engineer.
  - f. Planting Plan: Detailed planting plan for areas developed within the contract limits, including botanical names, common names, sizes and related details
  - g. Specifications: Final specifications for aforementioned work will be Construction Specification Institute (CSI) format
4. DSA/Bid
- a. Submit drawing package for DSA registration.
  - b. Submit drawings package to address plan check comments (DSA back check).
  - c. Assist Owner/Architect with bidding, as needed
5. Construction Administration
- Construction Administration may include reviewing contractor’s submittals, responding to contractor’s request for information, providing supplemental information and three (3) visits to the site at intervals appropriate to the stages of job construction and at completion to determine general conformity of the work to the plans and specifications as applied to each area independently as listed above. This is not a full-time or exhaustive inspection and the Landscape Architect shall not be responsible for job safety, construction methods or sequences, or work that has been negligently and incorrectly installed by the contractor.
- a. Respond to Requests for Information
  - b. Review contractor’s submittals. (1) One re-submittal will be accepted. Any further re-submittal will be reviewed and charged as additional services.
  - c. Provide supplemental information and clarifications as required
  - d. Attend three (3) site visits during construction
    - i. One (1) Site observation to review contractor’s work and progress.
    - ii. One (1) Site visit and punchlist at Substantial Completion
    - iii. One (1) Site visit and punchlist backcheck and final completion inspection.
  - e. Further site visits, if requested, will be billed as additional services per the hourly rate listed herein.
6. DSA Closeout
- a. Provide DSA closeout forms and final closeout documentation if other than access only review.

**B. SERVICES NOT INCLUDED IN THE BASE CONTRACT**

- 1. Meeting with Caltrans or the City for approvals.

**C. COMPENSATION**

- 1. Fees for work performed by the Landscape Architect as may be necessary to complete Items A-1 to A-6. will be \$440,000.00 (Four hundred forty thousand dollars and no 100s), payable per the following schedule:
  - 1. Schematic Design \$ 66,000.00
  - 2. Design Development \$ 66,000.00
  - 3. Construction Documents \$ 176,000.00



4. DSA/Bid	\$ 35,200.00
5. Construction Administration	\$ 66,000.00
6. Construction Administration	\$ 22,000.00
7. DSA Close Out if Needed	\$ 8,800.00
<b>Total</b>	<b>\$440,000.00</b>

2. Additional services will be billed at monthly intervals.
3. Reimbursable Expenses:
  - a. Reimbursable expenses are in addition to the compensation for basic and additional services and include actual expenditures made by the Landscape Architect in the interest of the project for the expenses in the following subparagraphs:
    - i. Expense of transportation in connection with the project.
    - ii. Expense of reproductions, postage, delivery and handling of drawings, specifications and other documents.
    - iii. Expense of renderings, model and special graphics beyond those listed in Services as requested by the Client.
    - iv. Expense of soil tests, surveys or special consultants.
    - v. Reimbursable expenses will be at direct cost. Mileage is billed at published Internal Revenue rate.
4. Billing
  - a. Billings are payable upon presentation and are past due (30) thirty days beyond the invoice date. Legal expenses necessary for the collection of delinquent fees will be paid to the prevailing party.
  - b. Failure to honor any of the billing within this time will justify cessation of further services.

**D. ADDITIONAL SERVICES**

1. Additional services, if requested and authorized in writing by the Owner or Client beyond those listed under Items A-1(a) to A-6(d) will be on an hourly basis with a NTE fee charged monthly:
 

Principal	\$205.00 per hour
Associate Principal	\$185.00 per hour
Senior Associate	\$75.00 per hour
Associate	\$145.00 per hour
Clerical/Word Processing time	\$ 90.00 per hour
2. If, after the preliminary landscape plan has been approved, the Client makes a decision which, for its proper execution, involves additional services and expenses for changes in the drawings, specifications, or other documents, or if the Landscape Architect be put to labor or expense by delays caused by the client or a contractor, or by the delinquency or insolvency of either, or as a result of damage by fire or casualty, the Landscape Architect is to be paid by the Client for such additional services, expenses, or legal fees that may be incurred.



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## 07. PROJECT PROPOSAL

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### E. TERMINATION

1. If either party terminates the contract, the Landscape Architect will be paid for all work completed per the hourly fee schedule up to the point of termination. All expenses incurred up to the point of termination shall be reimbursed.
2. For purposes of this agreement, non-payment by the Client of invoices past 60 days is included as, and considered a material breach of contract.
3. If this contract is terminated by either party prior to its completion, Carducci & Associates Inc. shall be held harmless and indemnified by the client for all claims by any use of the work produced during the course of the contract to the date of termination.

### F. LIABILITY (PER STANDARD CLIENT CONTRACT)

- ~~1. The Client agrees to limit Carducci & Associates, Inc. liability to those negligent acts and errors and omissions of Carducci & Associates, Inc. own causing. Suits which arise from other's work, such as water related damage, siding failure, leaks, or drainage, will be defended by the Client, covering reasonable attorney's fees and the Client agrees to provide Carducci & Associates, Inc. an attorney of his own choice.~~
- ~~2. Carducci & Associates, Inc. shall be held harmless with no recourse from the Client and shall be defended by the Client for claims against Carducci & Associates, Inc. if after the acceptance of bid documents, the Owner for any reason lessens the quality of a project by deletion of products, planting or procedures which may be construed to be detrimental to the planting, irrigation, drainage or landscape aesthetic value or any other resulting or claim arising from the changing of plans or specifications of Carducci & Associates, Inc.~~
- ~~3. The Client acknowledges that Carducci & Associates, Inc. reports, plans specifications and designs are instruments of professional service, and not products and as such instruments are retained by Carducci & Associates, Inc. Following final payment to Carducci & Associates, Inc., reuse of said documents without the express written permission of Carducci & Associates, Inc. is prohibited. Such authorization is essential, because it requires Carducci & Associates, Inc. to evaluate the document's applicability to changed circumstances, not the least of which is passage of time. Prior to final payments unauthorized use of instruments of service shall be considered infringement of ownership and copyright rights. If the Client proceeds with unauthorized use they agree to waive any claim against Carducci & Associates, Inc. and shall defend, indemnify, and hold harmless Carducci & Associates, Inc. from all claims or liability for injury or loss allegedly arising from unauthorized reuse of Carducci & Associates, Inc. instruments of service. The Client further agrees to compensate Carducci & Associates, Inc. for any time spent or expenses incurred by Carducci & Associates, Inc. in defense of any such claim, in accordance with Carducci & Associates, Inc. prevailing fee schedule and expense reimbursement policy.~~
- ~~4. Nothing contained in this Agreement shall create a contractual relationship between Carducci & Associates, Inc. and a third party. Carducci & Associates, Inc. services under this Agreement are being performed solely for the Client's benefit, and no other entity shall have any claim against Carducci & Associates, Inc. because of this Agreement or the performance or non performance of services hereunder. The Client agrees to include a provision in all contracts with contractors and other entities involved in this project to carry out the intent of this paragraph.~~
5. Limitation of Liability: In recognition of the relative risks and benefits of the project to both the Client and Carducci & Associates, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of Carducci & Associates, Inc. and its



~~subconsultants to the Client and to all construction contractors and subcontractors on the project for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, so that the total aggregate liability of Carducci & Associates, Inc. and its subconsultants to all those named shall not exceed \$250,000.00 or Carducci & Associates' total fee for services rendered on this project, whichever is greater. Such claims and causes include, but are not limited to negligence, professional errors or omissions, strict liability, breach of contract or warranty.~~

#### G. SITE INFORMATION AND DRAWINGS

1. The Client agrees to furnish the Landscape Architect with accurate site information, topography, building plans or other documentation concerning the site's plant materials, existing conditions or restrictions of land use necessary to perform his work. This also includes the location of underground utilities so far as it will relate to the design and layout of the irrigation system. These may be drawings or in written document form.
2. Additional expenses during construction due to site plan changes or changes in contract documents caused by the failure of the Client to provide adequate information will not be the responsibility of the Landscape Architect. Services as may be necessary to correct the contract documents will be billed as additional services.

#### H. EXCLUSIONS

1. This contract excludes design of all underground utilities except landscape irrigation, any off-site work, rough grading, balancing of on-site cut and fill and lighting circuit layout and electrical specifications.
2. The Landscape Architect is not responsible for site conditions or hazardous materials uncovered during construction, which are detrimental to the project.
3. The Landscape Architect is not responsible for surface and subsurface drainage except as outlined in the contract, failure of slopes, settlement or expansion of the soil, problems caused by inadequate soil conditions, compaction, or geologic subsurface conditions which become detrimental to the project.
4. Structural engineering.
5. Final grading and drainage.
6. SWPPP and erosion control plan.
7. Lighting design and electrical engineering.
8. Redesign due to program changes.
9. Design of signage.
10. Design of arbors or trellises or custom site furnishings
11. Design of water features.
12. Waterproofing.
13. Submittal of more than one package for each permit.
14. Value engineering and revisions due to value engineering.



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# 07. PROJECT PROPOSAL

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- 15. Arborist report.
- 16. Design of vehicular paving and curbs is limited to color, finish, texture and pattern. Final engineering design by civil engineer.
- 17. LEED documentation
- 18. As-built documentation of any existing irrigation system that maybe adjusted or modified as part of the renovation based on contractor markups.

## I. COMPLETION

The terms and conditions of this contract will remain December 31, 2020. If this Agreement meets with your approval, signing and returning one executed copy of this Contract to our office, will be our authorization to proceed.



Vincent P. Lattanzio, Principal  
RLA No. 2554

The State of California regulates landscape architects. Any questions concerning a landscape architect may be referred to the Landscape Architects Technical Committee, 400 R Street, Suite 4000, Sacramento, CA 95814, 916-445-4954.

Accepted by:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

