

October 17, 2016

Thomas J. Lohwasser, Superintendent  
DIXIE SCHOOL DISTRICT  
380 Nova Albion Way  
San Rafael, California 94903  
Email: [superintendant@dixieschooldistrict.org](mailto:superintendant@dixieschooldistrict.org)  
cc: Jayne Mulloy, Secretary to Superintendent

Subject: DIXIE SCHOOL DISTRICT  
Miller Creek Middle School  
Facilities Master Plan  
Carducci Project Number: DSD16-01

Dear Tom:

Attached is our full service fee proposal for Miller Creek Facilities Master Plan, including the updated assessment, review of existing master plans, site observations and meeting with District staff. Plans will be completed with a focus on 21<sup>st</sup> Century Learning and utility infrastructure and possible cost review with District staff and Construction Manager.

Please call with any questions.

Regards,

CARDUCCI ASSOCIATES, INC.

Vincent P. Lattanzio, Principal  
LA2554

VPL/rt



555 BEACH STREET FOURTH FLOOR  
SAN FRANCISCO CA 94133

415.674.0990 (t)  
415.674.0999 (f)

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# PROPOSAL FOR PROFESSIONAL SERVICES

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October 17, 2016  
Job No. DSD16-01

**DIXIE SCHOOL DISTRICT (Client and Owner)**

380 Nova Albion Way  
San Rafael, California 94903  
Attn: Thomas J. Lohwasser, Superintendent  
Phone: 415-492-3700 Fax: 415-492-3707 Email: [superintendent@dixieschooldistrict.org](mailto:superintendent@dixieschooldistrict.org)  
cc: Jayne Mulloy, Secretary to Superintendent  
Phone: 415-492-3706

**And**

**CARDUCCI & ASSOCIATES, INC. (Landscape Architect)**

555 Beach Street, 4<sup>th</sup> Floor  
San Francisco, California 94133  
Attn: Vincent P. Lattanzio  
Phone: 415-447-5214 Fax: 415-674-0999 Email: [vince@carducciassociates.com](mailto:vince@carducciassociates.com)

**For**

**DIXIE SCHOOL DISTRICT**

Tim Walsh, Director of Buildings and Grounds  
[timwalsh@dixieschooldistrict.org](mailto:timwalsh@dixieschooldistrict.org)  
Miller Creek Middle School  
2255 Las Gallinas Avenue  
San Rafael, California 94903  
Facilities Master Plan

Construction Manager

**GREYSTONE WEST COMPANY**

621 W Spain Street  
Sonoma, California 95476  
Attn: Adam Coll  
Phone: (707) 933-0624 Fax: (707) 996-8390 Email: [adam@greystonewest.com](mailto:adam@greystonewest.com)

**PROJECT DESCRIPTION**

Landscape architectural services at Miller Creek Middle School, San Rafael, California, Dixie School District, for facilities master plan. See Exhibit 1.

Greystone West will assist Carducci & Associates, Inc. for utility infrastructure and possible costs for facilities master plan.

Scope of Work includes but is not limited to the following:

- Services to be provided by Carducci Associates to the District include, but are not limited to:
  - Developing a facilities improvement plan by assessing the District's need through review of existing master plans, site inspections, best practices in other school districts and interviews / meeting with District staff.
  - Ensuring a concentrated focus in (1) 21<sup>st</sup> Century Learning environments and technological enhancements to support student learning, (2) conducting an assessment of facility infrastructure including but not limited to electrical, plumbing, and roofing, (3) assessing



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- safety and security improvement needs and (4) identifying energy efficiencies, including but not limited to solar installations with support from District staff and construction manager.
- Review and modification of the projects, which were not completed in the last modernization program and additional projects, which have been previously identified, including:
    - Replace relocatables with permanent buildings
    - Renovate asphalt paving
    - Install / upgrade HVAC—multi-purpose rooms, computer rooms and electrical rooms
    - Painting for exterior and interior of buildings
    - Replace field irrigation and add weather tracking
    - Expand / replace / reconfigure elementary school multi-purpose rooms and media centers
    - Continue upgrades at Miller Creek
    - Upgrade fire alarm systems, if needed
    - Create science labs at elementary schools, if needed
    - Provide security for all campuses
    - Redesign traffic and parking spaces at schools
    - Provide increased capacity for additional enrollment growth
    - Upgrade plumbing and electrical, etc., depending on need
    - Provide increased storage capacity, if needed
    - Provide code-required ADA improvements
  - Establish general/sq. footage cost estimates for identified needs. Identify the construction cost escalation that may be applied for projected facilities, additions, upgrades and renovations with Construction Manager.
  - Issue a facilities improvement master plan that prioritizes District needs and provide prioritization lists at District and school site levels.
  - Prioritize needs / work with District staff in prioritizing facility needs based on community / student needs and financial constraints.
  - Provide an overall master plan with prioritized facility improvements with dates as a final deliverable.

#### **A. SERVICES**

1. Consultation – Pre-Design and Coordination
  - a. Meet with District Superintendent, Maintenance Director, Construction Manager, and Principal to discuss schedule program and budget requirements.
  - b. Site visit and observation of existing conditions.
  - c. Review layout and criteria for facilities master plan.
2. Master Plan Design Phase
  - a. Prepare a conceptual master plan of Miller Creed for review and discussion with District.
  - b. Coordinate with M/O Director and Construction Manager for infrastructure improvements.
  - c. Meet with District Superintendent, Construction Manager, and School Principal to finalize master plan.
  - d. Prepare a final master plan for the Dixie School District's approval.
  - e. Prepare a cost estimate for the approved master plan with Construction Manager.



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

1. Meeting with the community, city or county for plan approvals (available as an add service).
2. Electrical engineering services, site lighting and circuitry layout.
3. Structural engineering of concrete building walls, footings, bleachers.
4. Geotechnical recommendations, review and testing by District.
5. Construction management.
6. Off-site work.
7. DSA submittals.

**C. COMPENSATION**

1. Fees

Fees for work performed by the Landscape Architect and Consultant as may be necessary to complete Items A1 to 4e will be \$18,000.00 (eighteen thousand dollars) payable per the following schedule:

a. Consultation / Site Meetings	\$ 3,000.00
b. Master Plan	<u>\$ 15,000.00</u>
<b>Total</b>	<b>\$ 18,000.00</b>

Excludes geotech and utility survey.

Additional services at monthly intervals.

2. 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 and long distance communication.
  - 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 Construction Manager or Client.
  - iv. Expense of soil tests, surveys or special consultants.
- b. Reimbursable expenses will be at direct cost times a multiple of 1.10 (10%). Mileage is billed the published Internal Revenue rate. Reimbursable expenses are estimated not-to-exceed \$2,500.00.

3. Billing

- a. Billings are due within thirty (30) days of the invoice date. Billings are payable upon presentation and are past due thirty (30) days from the invoice date. A finance charge of 1 1/2% per month, or the maximum amount allowed by law, will be charged on past due accounts. 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, which may include soil tests and additional site visits, if requested and authorized in writing by the Owner or Client beyond those listed under Items A1 to 4e will be on an hourly basis charged at:

Principal	\$185.00
Associate Principal	\$165.00
Senior Associate	\$150.00
Associate	\$125.00
Clerical/Word Processing time	\$ 65.00
Engineer time	\$125 to \$150 per hour

2. If, after the Schematic 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.

#### **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 either party prior to its completion terminates this contract, 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**

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, 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, or procedures which may be construed to be detrimental to the project or any other resulting claim arising from the changing of plans or specifications of Carducci & Associates, Inc.
3. 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.



4. 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 \$1,000,000.00 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. 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. The Landscape Architect is not responsible for site conditions or hazardous materials uncovered during construction that are detrimental to the project.
2. The Landscape Architect is not responsible for unforeseen geologic subsurface conditions that become detrimental to the project.

#### I. COMPLETION

The terms and conditions of this contract will remain valid until December 31, 2016. 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  
RLA2554

*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

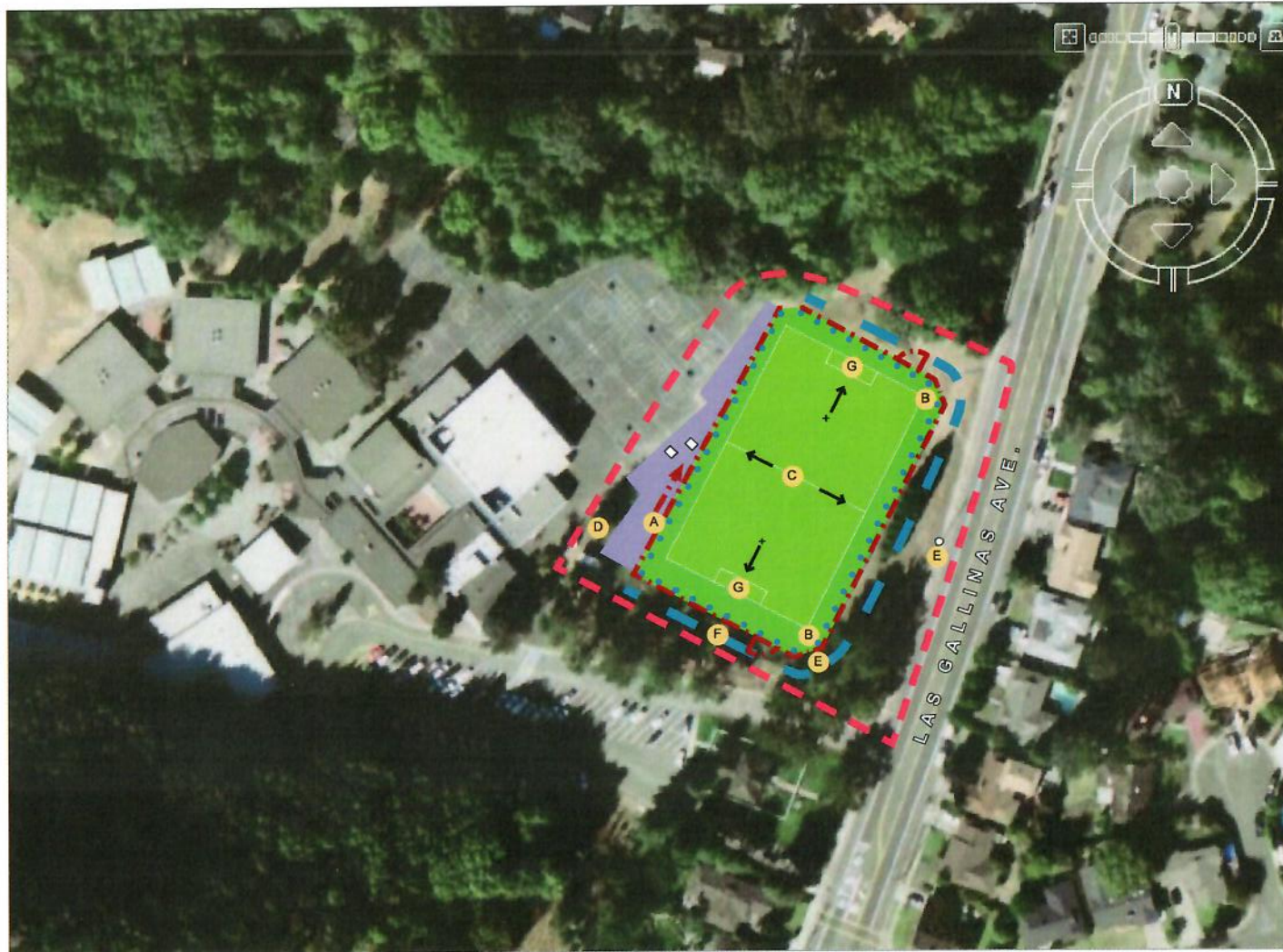




# EXHIBIT 1

## KEY

- LIMIT OF WORK
- - - PERIMETER FENCE  
10' HIGH CHAIN LINK FENCE
- ... DRAINAGE  
DRAINAGE TO UPGRADED SYSTEM
- FILL AREA  
PERIMETER FILL AREA TO BE REPLANTED
- SLOPE  
DIRECTION OF FIELD SLOPE @ 1/2%
- SYNTHETIC TURF  
TOTAL SYNTHETIC TURF AREA 180' X 300'
- NEW AC PAVING
- A ENTRY  
MAIN ENTRANCE TO FIELD WITH SLIDING GATEWAY
- B BACKSTOP  
NEW BACKSTOPS
- C MULTI-USE SYNTHETIC FIELD  
FIELD SIZE OF 270' X 150' (MAKE SLOPE 1/2% TO PERIMETER)
- D TREE REHABILITATION  
MAINTENANCE AND ADDITION OF NATIVE PLANTING FOR SHADED AREA
- E CATCH BASIN  
EXISTING CATCH BASIN
- F SOCCER GOALS AND BENCHES  
MOVABLE
- G EXISTING IRRIGATION CONTROLLER
- ◇ EXISTING UTILITIES  
PG&E AND TELEPHONE
- EXISTING TELEPHONE POLE



MILLER CREEK MIDDLE SCHOOL  
DIXIE SCHOOL DISTRICT

IDEAL PLAN

12/13/06  
(05/08/2014)

