



394-A Umbarger Rd
San Jose, CA 95111
Phone 408.224.9890
Fax 408.224.9891
www.ArtikA3.com

May 21, 2019

Ron Wheelehan
Interim Chief Business Officer
Mountain View Whisman School District
1400 Montecito Avenue
Mountain View, CA 94043

Project Name: Student Facilities Improvement Plan/
Ten-Year Master Plan Update
Proposal Number: #1919

Dear Mr. Wheelehan:

Thank you for this opportunity to submit a proposal for the first phase of a multi-phase effort to update Mountain View Whisman School District's (MVWSD) 2010 Student Facilities Improvement Plan (SFIP)/Ten-Year Master Plan. The 2010 study covered MVWSD's eight elementary schools (Bubb, Castro, Huff, Landels, Monta Loma, Slater, Stevenson, Theuerkauf) and two middle schools (Crittenden, Graham).

Background

In 2010, Artik Art and Architecture prepared the SFIP/Ten-Year Master Plan, which culminated in the preparation and submittal of the following:

- Conditions & Needs Analysis Report (completed October 2009)
- Budget Cost Estimate Report (completed April 2010)
- SFIP/Ten-Year Master Plan Report (completed May 2010)

The study identified a total of 51 modernization and new construction projects totaling in excess of \$422 million (2nd quarter, 2012), with multiple projects on each of MVWSD's ten schools. Of the 51 projects, 23 addressed Student Safety & Enrollment Growth, 12 addressed School Infrastructure Improvements, and 16 addressed Instructional & Efficiency Enhancements.

The above was completed in three major phases, including: a) a Conditions Analysis, b) a Needs Analysis, and c) preparation of the SFIP/Master Plan.

Goal of Study

Since 2010, we understand that MVWSD has completed a majority, but not all, of the listed projects in the 2010 SFIP. As MVWSD approaches the 10-year anniversary of the 2010 SFIP, we understand that it is interested in updating the SFIP to address the following:

- Provide a status update of projects listed in the 2010 SFIP, specifically identifying projects not yet completed and evaluating whether those projects are still needed.
- Evaluate differences in educational programming at various grade levels between the 2010 SFIP and current best practices.
- Evaluate how facilities may either constrain or support future program objectives.
- Identify modernization and new construction projects to ensure that facilities are updated and configured to support the District’s mission to “...inspire, prepare and empower every student.”

This SFIP update covers only the same ten schools as were evaluated in the 2010 SFIP, including:

- Bubb Elementary School
- Castro and Mistral Elementary Schools (shared campus)
- Huff Elementary School
- Landels Elementary School
- Monta Loma Elementary School
- Stevenson Elementary School
- Theuerkauf Elementary School
- Vargas Elementary School/Google Preschool (former Slater Elementary School)
- Crittenden Middle School
- Graham Middle School
- Preschools at Latham and Graham Middle School

The ultimate goal of this study is to provide supporting information for a potential bond effort coinciding with the Spring or Fall elections of 2020. The bond measure would fund capital projects which could potentially reduce facilities-related maintenance and operating expenses of the District (e.g., replacement of aging facilities, replacement of older less-efficient building systems).



Proposed Scope of Services

We propose to provide preplanning and scoping services to accomplish the following tasks:

Task 1

- Review status of projects from 2010 SFIP and from each campus. We will review available records from the District, the Department of the State Architect (DSA) and other public sources.
- Review available design plans for projects completed within the last ten years at each campus as made available by the District or the schools.
- Review current proposed capital improvement and maintenance projects on each campus.

Task 2

- Conduct a site visit to each school campus to:
 - Review and compare existing on-site conditions with the latest available design or as-built plans
 - Meet with senior administrators or faculty representatives to identify educational program objectives and how facilities enable or constrain those objectives.
 - Meet with the District or School facilities management staff to verify projects completed, document current facility or systems deficiencies, and review uncompleted projects from the 2010 SFIP to confirm if they are still applicable.
- Document critical facilities needs at each campus, including mechanical, electrical, civil, structural, technology/security, and architectural modernization projects.

Task 3

- Identify Projects for each campus, including projects from the 2010 SFIP that were not completed or projects that were not previously identified and are now needed.
- Provide brief descriptions of each project including a notional building or land area covered by each project.
- Provide a preliminary cost estimate for each project based on the above description and rough order-of-magnitude cost estimates based on the estimated project area.
- Prepare a letter summary report.
- Participate in up to two presentations to MVWSD Board and other senior leadership.



If necessary, we will engage with MVWSD’s bond program managers to better understand the overall schedule for any bond request in 2020 and to identify work products that the SFIP Update study can provide to the District’s bond efforts.

Deliverables

The final deliverable for the SFIP Update will include a letter summary report summarizing the study’s analysis and a tabulated list of proposed projects on each campus.

Project Team

Artik will be the lead with support from TBD Consulting (“TBD”) for cost analysis services. TBD provided the cost estimating services for the 2010 SFIP and provides parametric cost estimating services that includes allowance for structures, systems and site work.

If Artik determines that additional technical support is needed from other subject matter consultants, we will engage with subject matter consultants within the budget approved for this proposal.

Compensation for Basic Services

Artik Art & Architecture will provide the services indicated above for a Fixed Fee, as follows, plus authorized Reimbursable Expenses.

Architectural/ Planning+Other Technical Services	Artik Art and Architecture	\$66,500.00
Cost Estimating*	TBD Consultants	\$22,000.00
	TOTAL	\$88,500.00

**Fees include 10% Artik markup for sub-consultant services.*

Reimbursable Expenses

Reimbursable expenses, as required and approved are in addition to compensation for Basic and Additional Services and include: project consultants not provided as part of Basic Services; transportation expenses, couriers, shipping, Title 24 calculations, photography, reproductions, models, renderings, or other expenses incurred in the interest of the project. These expenses shall be billed to the Client at cost plus 10% of the expenses incurred by the Architect or Architect’s Consultants. No Reimbursable Expense may be incurred without the prior written consent of Client.



Schedule

We propose to complete our study within 4 months.

Staffing

Our study team will be led by Mr. Bill Gould, AIA as principal-in-charge. Project management will be provided by Mr. Gene Yong, AICP, a senior project manager with Artik. Mr. Yong will be supported by Ms. Maria Madrigal and our other architectural design and production support staff. Ms. Madrigal has worked extensively on MVWSD schools as a project manager.

Excluded Tasks

This proposal excludes all services not explicitly described within the above scope of services, including but not limited to:

- Site Surveys
- Preparation of as-built plans
- Mechanical/Electrical/Plumbing
- Structural Engineering
- Technology/Security
- Traffic
- Noise
- CEQA
- ADA
- Furniture, Fixtures and other Equipment
- Stakeholder meetings with community, faculty, and other non-District leadership stakeholders.

The need for any of these services can be evaluated during this study and made a part of future services under separate agreements.

Labor Rates

The following Hourly Rates are applicable to this contract:



Principal	\$250.00	Designer III	\$140.00
Associate	\$200.00	Designer II	\$130.00
Senior Project Manager	\$180.00	Designer I	\$120.00
Project Manager	\$170.00	Project Assistant	\$110.00
Job Captain	\$160.00	Senior Technical Lead	\$170.00

Invoicing

Artik Art & Architecture shall invoice monthly and payment is due upon receipt. Amounts unpaid thirty (30) days after the receipt of the invoice will be subject to a service charge of twelve percent (12%) per annum. Should the Client fail to pay current invoices for more than sixty (60) days, Artik Art & Architecture may stop work on the Project until payment is received or terminate this Agreement. Artik Art & Architecture shall not be held liable for any damages or losses that may result from such suspension or termination of services according to the provisions set forth in this Agreement.

Legal Costs

In the event that legal proceedings between the parties are necessary to enforce the terms of this Agreement, the prevailing party shall be entitled to an award of its litigation costs and expenses, including reasonable attorney’s fees.

Project Timing

If the Client for more than thirty (30) consecutive days suspends the project, Artik Art & Architecture shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, Artik Art & Architecture shall be due an equitable compensation to provide for expenses incurred in the interruption and resumption of the services. If the Client for more than ninety (90) consecutive days suspends the project, Artik Art & Architecture may terminate the agreement according to the provisions set forth below.

Termination

Either the Client or Artik Art & Architecture may, for any reason, terminate this Agreement upon not less than seven- (7) days written notice to the other party.

Client’s Responsibilities

The Client shall provide full information, including a program, which sets forth the Client’s objectives, schedule, constraints, and budget, with reasonable contingencies and criteria. The Client shall also furnish any reports, tests, and surveys, inspection results or other information reasonably requested by Artik Art & Architecture or its consultants to the extent



currently available and in Client's possession. All of foregoing shall be furnished at the Client's expense, and Artik Art & Architecture shall be entitled to rely upon the accuracy and completeness thereof.

Ownership of Documents

The Client acknowledges that the documents provided by Artik Art & Architecture under this Agreement are instruments of professional service, and not a product. Nevertheless, the documents prepared under this Agreement shall become the property of the Client upon completion of the work and payment in full of all monies due to Artik Art & Architecture. The Client shall not reuse or make any modifications to the plans and specifications without the prior written authorization of Artik Art & Architecture, except as described below in this Agreement. The Client agrees, to the fullest extent permitted by law, to indemnify, defend, and hold Artik Art & Architecture harmless from any claim, liability or cost (including reasonable attorney's fees and defense costs) arising or allegedly arising out of any unauthorized reuse or modification of the documents by the Client or any person or entity that acquires or obtains the documents from or through the Client without the written authorization of Artik Art & Architecture.

Artik Art & Architecture shall retain all common law, statutory and other reserved rights, including the copyright thereto, of all architectural work produced under this Agreement. Nevertheless, Artik Art & Architecture grants to Client a limited license to use or reuse the documents prepared under this Agreement upon completion of the work and payment in full of all monies due to Artik Art & Architecture. This license is not transferable or assignable and does not limit Artik Art & Architecture's use or reuse or any exercise of its rights of copyright ownership of the architectural work prepared under this Agreement.

Limit of Liability and Indemnification

Artik Art & Architecture agrees, to the fullest extent permitted by law, to indemnify and hold the Client harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by Artik Art & Architecture' negligent acts, errors or omissions in the performance of professional services under this Agreement and Artik Art & Architecture' Consultants or anyone for whom Artik Art & Architecture is legally liable.

The Client agrees, to the fullest extent permitted by law, to indemnify and hold Artik Art & Architecture harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by the Client's negligent acts, errors or omissions and those of the Client's contractors, subcontractors, consultants or anyone for whom the Client is legally liable, and arising from the Project that is the subject of this Agreement.

Neither party is obligated to indemnify the other in any manner whatsoever for such other party's own negligence or willful misconduct.



Mediation

In an effort to resolve any conflicts that arise during the design or construction of the Project or following the completion of the Project, the Client and Artik Art & Architecture agree that all disputes between them arising out of or relating to this Agreement shall be submitted to non-binding mediation unless the parties mutually agree otherwise.

Artik Art & Architecture further agrees to include a similar mediation provision in all agreements with independent contractors and consultants retained for the Project and require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, sub-consultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

Hazardous Materials

Both parties acknowledge that Artik Art & Architectures' scope of services does not include any services related to asbestos or hazardous or toxic materials. In the event Artik Art & Architecture or any other party encounters asbestos or hazardous or toxic materials at the job site, or should it become known in any way that such materials may be present at the job site or any adjacent areas that may affect the performance of Artik Art & Architectures' services, Artik Art & Architecture may, at its option and without liability for consequential or any other damages, suspend performance of services on the project until the Client retains appropriate specialist consultant(s) or contractor(s) to identify, abate, and/or remove the asbestos or hazardous or toxic materials, and warrant the job site is in full compliance with the applicable laws and regulations.

Americans with Disabilities Act (ADA) Barrier Removal

The Americans with Disabilities Act (ADA) provides that it is a violation to design and construct a facility for its first occupancy later than January 26, 1993, that does not meet the accessibility and usability requirements of the ADA except where an entity can demonstrate that it is structurally impractical to meet such requirements. In addition, the ADA requires removal of architectural barriers in existing facilities where such removal is readily achievable. The definition of "readily achievable" contained in the ADA is flexible and subject to interpretation on a case-by-case basis. The requirements of the ADA will be subject to various, and possibly contradictory interpretations. Artik Art & Architecture, therefore, will use its best professional efforts to interpret applicable ADA requirements and other federal, state and local laws, rules, codes, ordinances and regulations as they apply to your project, and to advise you as to the modifications to your existing facility that may be required to comply with the ADA.




Artik Art & Architecture, however, cannot and does not warranty or guarantee that your project will comply with all interpretations of the ADA requirements and/or the requirements of other federal, state and local laws, rules, codes, ordinances and regulations as they apply to your project.

Authorization

If this agreement meets your approval, please sign and return one of the two originals. Keep one original for your records. When we are in receipt of the signed agreement or a **“Notice to Proceed”** referencing this agreement we can begin work on your project.

If you have any questions regarding this proposal, please do not hesitate to contact me.

Sincerely,



William E. Gould
Principal

ACCEPTED

Client: Mountain View Whisman School District

Name of authorized representative: _____

Title: _____

Signature: _____ Date: _____

