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September 13, 2019

Mr. Ayinde Rudolph
Superintendent
Mountain View Whisman School District
1400 Montecito Avenue
Mountain View, CA 94043

**Project Name: Master Plan Strategies to Address Future Enrollment Growth
(formerly North Bayshore Precise Plan School Site(s))**
Project Number: #02438

Dear Mr. Rudolph:

We are pleased to submit this proposal to redirect the balance of this study to support Mountain View Whisman School District's (MVWSD) ongoing evaluation of the impacts of long-term residential redevelopment within its District boundaries and strategies to address anticipated growth throughout the District.

Please refer to your email dated August 6, 2019 and also, the ongoing Student Facilities Improvement Plan (SFIP) Update that is covered under a separate agreement

Background

Beginning in September of 2018 and continuing through the MVWSD Board meeting on June 13, 2019, Artik has provided a range of supporting professional planning and design services to MVWSD with regards to the siting and feasibility of an elementary school site in the North Bayshore Precise Plan (NBPP) area. As reflected in MVWSD's ongoing presentation brief on "North Bayshore Development and Impact on MVWSD", this support has included the following:

- Understanding ongoing redevelopment patterns in North Bayshore (NB), especially NBPP's Complete Neighborhood areas.
- Understanding the location and density of future residential development in NB.
- Identifying locational criteria for the siting of an elementary school in NB.
- Identifying programmatic requirements to support a 700-student elementary school.
- Evaluating Google's initial proposal of a 3.5-acre site at Casey Avenue and a subsequent proposal for a 2.5-acre site on Plymouth Street.

- Facilitated a tour by MVWSD Board and Administrative representatives of existing urban school campuses in San Jose and San Francisco.
- Prepared preliminary site concepts for a two-story 700-student elementary school on a 2.5-acre site in NB, with an adjoining 1-acre park site.
- Coordinated the preparation of rough-order-of-magnitude cost estimates for the proposed school.
- Meetings with Google representatives.
- Meetings with City of Mountain View representatives.
- Meeting with California Department of Education representatives on-site.
- Presentations to the MVWSD Board of Trustees.

As presented to the MVWSD Board at the June 13, 2019 meeting, Artik supported the District's assessment that a 700-student elementary school on a 2.5-acre site on Plymouth Street meets the District's desired locational criteria and is physically feasible, assuming the following:

- The site is bordered on four sides by public roads, including a future internal road to be developed as part of Google's redevelopment of the area.
- The school would have exclusive use of an adjacent 1-acre park site during school hours. This site is being proposed by Google as part of its open space requirement.
- The City would allow the school to provide curbside pickup/dropoff for students. This is consistent with the NBPP, which allows curbside loading/unloading on "Neighborhood Streets" and is concentrating residential development in a compact, high-density area within a quarter-mile radius around the school site.
- The site is provided to the District clear of existing structures and environmental hazards.

Preliminary development costs for the proposed school are estimated to be in the range of \$70 to \$80 million.

The above largely fulfills the original intent of the study, namely to identify a school site in NB and to develop consensus around the viability of a compact, urban school within the District.

The available capacity remaining in Artik's current agreement creates an opportunity for MVWSD to redirect our efforts towards meeting other District objectives as summarized further below.



Goal of Study

The City of Mountain View is anticipating significant residential growth of up to 20,000 dwelling units, as reflected in its precise plans and various planning and development proposals. This growth is expected to be in the northern and eastern edges of the District, including North Bayshore, Terra Bella, East Whisman, and Moffett Field.

As reflected in recent discussions led by yourself and captured in your email dated July 18, 2019, MVWSD would like to develop a clear plan of action to address this growth and to coordinate its facilities decisions over the next 5 to 10 years. Your email of July 18, 2019 was directed to a consultant team that included program managers, demographers, attorneys, and ourselves. In this email, the following questions were raised as issues that MVWSD needed to consider:

- How many elementary schools do we need, how many middle?
- What are the land requirements?
- Can we predict cost estimates?
- Should we look at simply reconfiguring our current middle schools and changing boundaries?
- What is the back of the napkin estimate for updating Whisman and possibly Slater?
- Should we look at exercising eminent domain?
- What is the likelihood of acquiring Shenandoah?
- How do we approach developers? Do we ask for a door fee, if so, what is the amount?

As reflected in our subsequent discussions with MVWSD's consulting team on August 8, 2019, there are a variety of parameters, issues, threats and opportunities that will need to be considered and thought through.

While our current SFIP update study is focused on specific facility needs at its existing ten campuses (Bubb, Huff, Landels, Mistral-Castro, Monta Loma, Stevenson, Theuerkauf, Vargas, Crittenden, Graham) and preschools, this revised scope is anticipated to address future growth and expansion on those sites and evaluate other alternative school sites, including MVWSD's leased properties at the Cooper, Whisman, and Slater school sites.



Proposed Scope of Services

We propose to revise the balance of our work towards the following two tasks.

Task 1- Summary Report for NB School Site(s) Study

We propose to complete the original scope of services for the NB School Site(s) study by preparing a brief letter report summarizing the analysis and findings of the study to date.

Task 2-Master Plan Strategies to address Future Enrollment Growth

To address the revised goals of the study, we propose to provide services to support the District's evaluation of its future needs and the opportunities available to it to meet those needs.

This may involve any of the following tasks:

- Review and clarify parameters for future enrollment in different areas of MVWSD.
- Review existing properties and other potential sites available to MVWSD.
- Identify available expansion and growth opportunities on existing school sites.
- Evaluate threats and constraints to future growth at selected sites.
- Prepare programmatic requirements to accommodate future enrollment growth.
- Identify potential facility capacity and configuration gaps at selected sites.
- Identify sequence of actions necessary to address gaps and maximize available opportunities.
- Prepare conceptual site concepts for various selected sites to assess capacity and configuration opportunities.
- Participate in meetings and briefings facilitated by the District with the Board, the City, and others on an as-needed basis.
- Provide support facilities information to support technical analysis by others, including but not limited to cost estimates, adequacy of off-site infrastructure, traffic impacts, leasing and acquisition strategies, and other non-planning/non-design issues.



Deliverables

The final deliverables for this revised scope will include:

- Task 1: Letter Summary Report of NB School Site(s) Study
- Task 2: Briefing Materials for up to 3 presentations by Artik or MVWSD, and a Letter Summary Report reflecting the work completed to date.

Schedule

We will complete Task 1 within the next 6 to 8 weeks, with the initial draft of the report submitted within 4 weeks and final completion subject to the District's timely review of the draft report.

We understand that the District's intent is to clarify its strategies before the end of the year, and prior to the next potential bond measure in the Spring of 2020. Accordingly, we anticipate completing our services for Task 2 within the next 6 to 8 months.

Staffing

Artik will be led by Mr. Bill Gould, AIA as the principal-in-charge, with day-to-day project management being provided by Mr. Gene Yong, AICP, as senior project manager. Both Mr. Gould and Mr. Yong have been continuously involved in both the SFIP Update and the NB School Site(s) studies to date. They will be supported by Artik's in-house team of planning, design, production and administrative staff.

If Artik determines that additional subject-matter technical support is needed from other consultants, we will review with the District the need for such services and coordinate separate proposals from the relevant consultants. These services are excluded from this agreement between Artik and MVWSD and will be covered under separate cover.



Compensation for Basic Services

To date, Artik has billed \$188,700 against the original budget of \$396,000, leaving an available unbilled balance of \$207,300.00.

We propose to assign our remaining balance towards the following.

ORIGINAL NORTH BAYSHORE SCHOOL SITE(S) STUDY (\$396,000)	
Total Budget	\$396,000
<i>Artik Billings to Date (9/2019)</i>	<i>\$188,700</i>
Remaining Balance	\$207,300
<i>Task 1: Prepare Summary Report for NB School Site(s) Study</i>	<i>\$15,000</i>
<i>Task 2: Master Plan Strategies to Address Future Enrollment Growth</i>	<i>\$192,300</i>

We propose to bill our services for Task 1 on a fixed fee basis to be invoiced at 75% upon the initial submittal of the report for client review, and at 100% upon the District's acceptance of the final report.

Task 2 will be billed on a time and materials basis up to 90% of the budgeted task amount, whereupon we will review with the client the scope of any summary report to conclude the study.

If the study report is requested prior to achieving 90% of the budgeted task amount, we will review with the client the available remaining unbilled capacity and assess how Artik could apply the available budget towards other District objectives.

Reimbursable Expenses

Typical project-related out-of-pocket expenses, including transportation expenses, couriers, shipping, photography, reproductions, are included in the above fee. Please see exclusions listed below.



Excluded Tasks

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

- Site Surveys
- Cost Estimating
- Detailed Design Drawings (Schematic, Design Development, Construction Documents)
- Preparation of as-built plans
- Mechanical/Electrical/Plumbing Analysis
- Structural Engineering Analysis
- Civil Engineering Analysis
- Electrical/Telecommunications/Data Analysis
- Technology/Security Analysis
- Traffic Impacts
- Noise Impacts
- Zoning and Land Use Permit Applications/Processing
- Environmental Permits (e.g., CEQA
- ADA Accessibility
- Community Outreach
- Furniture, Fixtures and other Equipment

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 & Architecture's 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 & Architecture's 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, AIA
Principal

ACCEPTED

Client: Mountain View Whisman School District

Name of authorized representative: _____

Title: _____

Signature: _____ Date: _____

