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November 10, 2017

Ayindé Rudolph
Superintendent
Mountain View Whisman School District
750 A San Pierre Way
Mountain View, CA 94043

Project Name: MVWSD Northshore Master Plan
Project Number: P-1724/C1

Dear Mr. Rudolph:

I am pleased to submit this agreement for limited architectural services incorporating the following terms and conditions:

Scope of Project

Mountain View Whisman School District (Client) wishes to develop a Master Plan for addition of new campuses to support the population growth in the Northshore area of Mountain View due to planned future developments. The purpose of the Master Plan is to develop road map that will lead the design of the future schools. The work will include an integrated process of discovery, visioning and conceptual design to create a successful urban school model. Work as described in the professional services below shall be completed in 20 months.

Scope of Professional Services – Basic Services

Artik Art & Architecture will provide and be responsible for the following project consultants: Educational Facility Planner. Any other required project consultants shall be provided by Client or by Artik Art & Architecture as a Reimbursable Expense.

Artik Art & Architecture proposed the following services to accomplish this task:

Planning Process & Meetings

- Develop a *job description* including tasks and time commitment to form a Steering Committee
- Coordinate and conduct bi-weekly Design meetings with steering committee; create meeting minutes and distribute to all parties
- Board meeting presentations every 6 months to review and keep board members informed of the progress- Total of 4 Board Meetings
- Community Presentations will be held at end of major milestones: Benchmarking, Model development and Final Master Plan- Total of 3 Community Meetings
- Develop documentation and graphics as necessary at each phase to the District's media consultant for community distribution
- Create work plan and timeline for the Master Plan process
- Meetings with the City of Mountain View to identify possibilities of joint use or partnership opportunities following future City developments in Northshore- Total of 5 Meetings

Deliverables: Meeting Minutes, Presentation Graphics, Schedule

Benchmarking

- Identify and develop a common understanding of District Guiding Principles, defined based on district's educational philosophy and core values; translate existing principles to urban school model.
- Study and present current research and best practices on effective schools
- Workshops with key stakeholders including understanding "Theory of Learning" and "Design patterns"
- Learning Ecosystem development including principles about learning, outcomes, methods, systems and the environment that are specific to urban schools in Mountain View.
- Facilitate school tours with steering committee- transportation and accommodations to be covered by Client

Deliverables: Benchmark Report

Educational Standards for Urban Model

- Interviews with District educational leadership groups to determine the types of learning environments that will best support the District vision.
- Provide capacity and size of instructional space recommendations by California Department of Education (CDE), Title 5 requirements, DSA regulations & OPSC guidelines.
- Identify sustainability design parameters and extent of design
- Identify teaching methodologies, enrichment programs in-room versus pullout programs, related technologies, and other program criteria.
- Develop educational program recommendations for capacity at each school and grade configuration
- Create Educational Facility standards for design of new facilities including space features, adjacencies, and square footages of indoor and outdoor areas.
- Interviews with external stake holders including parents & board members
- Meeting with local corporations and small businesses planned for Northshore to identify particular needs & perspectives, and potential partnership opportunities.
- Identify Community-based activities and Joint-use possibilities

Deliverables: Urban Model Standards

Site Analysis

- Review and analyze the District provided Demographic report to determine feasible site locations and grade configuration based on enrollment projections
- Review future land uses based on City precise and general plans to identify practical school site locations
- Create graphics mapping of potential vicinity/neighborhoods for new campuses

- Classify site selection criteria based on local jurisdictions and CDE developed screening and ranking procedures to be utilized by District in evaluating and ranking potential sites including the following:
 - Safety
 - Location: proximity to transportation, future expansions, existing facilities
 - Environment
 - Soils
 - Topography
 - Size and Shape
 - Accessibility
 - Public services

Deliverables: Map of potential site locations and evaluations

School Model Development

- Develop school models: size, enrollment capacity, grade configuration
- Identify pros and cons of developed models
- Study feeder pattern scenarios:
 1. Addition of new E.S. schools feeding existing M.S.
 2. Addition of K-8 schools
 3. Addition of K-5 and 6-8 schools

Deliverables:

1. Statistical data sheet for school models including:

- Number of classrooms & capacities by grade
- Area and capacity of science, art, music and other academic spaces
- Area and capacity of gyms, multipurpose rooms and other assembly spaces
- Area of administration and teacher support spaces
- Number of administrative and teaching staff

2. Conceptual building diagrams

3. Conceptual site diagrams for selected scenario:

- Building footprint
- Play areas, parking and other open spaces
- Car circulation and drop off areas
- Pedestrian routes to and from school
- Potential future expansion

Master Plan Report

- Consolidate data into Draft report
- Respond to District comments
- Presentation of the final report

Deliverables: Final Master Plan Report including:

- Process and Methodology
- Conceptual building diagrams for selected model
- Conceptual site diagrams for selected scenario
- Cost estimate -by District selected CM
- Prioritization and development of a tiered plan with associated cost
- Implementation plan

Excluded from Agreement

The following services are expressly excluded from this agreement:

- Documentation or Conditions analysis of existing facilities
- Schematic Design, Design Development and Construction Documents
- Regulatory Agency such as DSA, City, and Fire Department approval
- Compliance with CEQA
- Topographic and geotechnical surveys
- Cost Estimating
- Testing and inspection fees
- Plan review and permit fees for regulatory agencies

Compensation – Basic Services

Artik Art & Architecture will provide the services indicated above for a Fixed Fee of **Two Hundred Ninety Thousand dollars (\$290,000)**, plus approved Reimbursable Expenses.

Client acknowledges that the above Fixed Fee is based on a 20 month project duration and that if Client decides to substantially increase the timeline, a mutually agreed upon adjustment of the Fixed Fee will be negotiated.

Compensation for Additional Services

Additional Services shall include any service not specifically listed above and agreed to by Client and Artik Art & Architecture. Compensation for Additional Services shall be by a mutually accepted Fixed Fee, or on an Hourly basis, based on the following Hourly Rates:

Principal	\$180.00	Senior Drafter	\$120.00
Associate	\$165.00	Intermediate Drafter	\$110.00
Senior Project Manager	\$150.00	Junior Drafter	\$100.00
Senior Tech Lead	\$150.00	Admin	\$80.00
Project Manager	\$140.00	Intern	\$80.00
Job Captain	\$130.00		

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, photography, reproductions, models, renderings, or other expenses incurred in the interest of the project. These expenses shall be billed to the Owner at cost plus 10% of the expenses incurred by the Architect or Architect's Consultants.

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. 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 Drawings, Specifications, and other Contract Documents, as instruments of service, are and shall remain the property of Artik Art & Architecture. Others shall not use them on other projects or as the basis for drawings without written authorization from Artik Art & Architecture.

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's negligent acts, errors or omissions in the performance of professional services under this Agreement and Artik Art & Architecture's 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.

Artik Art & Architecture is not obligated to indemnify the Client in any manner whatsoever for the Client's own negligence.

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. The Client and Artik Art & Architecture further agree 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

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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.

Sincerely,



Martin Hochroth
Principal

ACCEPTED

Client: Mountain View Whisman School District

Name of authorized representative: _____

Title: _____

Signature: _____ Date: _____