



Date: October 25, 2019

To: Board of Directors

From: Kevin Sved, CEO

Subject: Architectural Services for 407 Main

Overview

Artik Art & Architecture developed the conceptual floor plans for 407 Main that would accommodate the full TK-8 program for Watsonville Prep School.

Analysis

Watsonville Prep has a need for long-term facilities to house a full TK-8 grade program. A set of complete construction drawings is necessary for the project to be permitted and put to bid for construction. Artik Architecture + Arts is highly qualified to complete the construction drawings. The attached proposal from Artik is estimated at approximately six percent of projected construction costs, which is a reasonable fee to complete the construction drawings particularly considering that it is a renovation project which typically requires more extensive work than new construction.

Recommendation

In the event that Navigator Schools moves forward with the 407 deal, it is recommended that the Board approves the architectural services agreement with Artik Art & Architecture for \$156,000.

Attachments:

-Resolution

-Proposal for Architectural Services

BOARD RESOLUTION 2019-10

October 28, 2019

Authorization to Execute Architectural Services Agreement

A RESOLUTION OF THE BOARD OF DIRECTORS of Navigator Schools authorizing the CEO to execute an architectural services agreement with Artik Art + Architecture:

WHEREAS Watsonville Prep has a need for long-term facilities to house a full TK-8 grade program;

WHEREAS 407 Main Street in Watsonville has been identified as a viable site with approximately 40,000 square feet available for a future Watsonville Prep;

WHEREAS Artik Art + Architecture completed a conceptual design phase that determined the educational program could be reasonably fulfilled within the second floor of the building;

WHEREAS the project has a reasonable chance to be financed and obtain the necessary entitlements and permits; and

WHEREAS a set of complete construction drawings is necessary for the project and Artik Architecture + Arts is highly qualified to complete the construction drawings;

RESOLVED, the CEO of Navigator Schools is authorized to execute an architectural services agreement with Artik Art + Architecture for up to \$156,000 based on the attached proposal dated September 26, 2019.

This resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED by the Board of Directors of Navigator Schools at its regular meeting held on October 28, 2019 at Hollister, California.

Signature of Board Chair
Caitrin Wright
Navigator Schools, a California Nonprofit Public Benefit Corporation

The Secretary of the Corporation certifies that the above is true and copy of the resolution that was duly adopted at the dated meeting of the board of directors.

Signature of Secretary

Date

Printed name of Secretary



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September 26, 2019

Kevin Sved
Chief Executive Officer
Navigator Schools
650 San Benito Street Suite 230
Hollister CA 95023

Project Name: Navigator at 407 Main Street
Building Dept Approval and Construction Administration
Project Number: TBD/C1

Dear Kevin:

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

Scope of the Project

Navigator Schools (Client) wishes to obtain a building permit for the Tenant Improvements and minor exterior modifications to an existing building located at 407 Main Street in Watsonville, CA, for a K-8 charter school. Building permit drawings will generally be based on the Schematic Design drawings for 407 Main Street developed by Artik Art & Architecture under a previous contract.

This proposal assumes that the contract for construction will be procured on a Negotiated Bid basis with a selected General Contractor who will provide design-build services for the mechanical, electrical, plumbing, fire sprinkler and fire alarm scopes of work. The Client's vendors will provide design and construction of the data/communications network, security system, and camera monitoring systems.

A budget has not been established for this project. The project is intended to be complete for occupancy in the Fall of 2020.

Scope of Professional Services – Basic Services

Artik Art & Architecture will provide, and be responsible for, the following project consultants: structural engineering. Any other required project consultants shall be provided by Client or by Artik Art & Architecture as an Additional Service.

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

Building Department Submittal

- ◆ Meet with Client to review Schematic Design drawings and determine any revisions for the Building Department submittal.
- ◆ Coordinate with General Contractor's design-build subcontractors.
- ◆ Coordinate with Client's vendors.
- ◆ Perform gravity design of foundations, walls, floor, ceiling, and roof framing members, as required for a change of use.
- ◆ Perform lateral design of horizontal roof and floor diaphragms and vertical shear walls to resist wind and seismic forces.
- ◆ Develop final architectural and structural drawings, specifications and calculations as required for submittal to the City of Watsonville for a Building Permit.
- ◆ Assemble architectural and structural drawings, specifications and calculations with those provided by General Contractor's design-build subcontractors to create a complete Building Permit package.
- ◆ Assist Client to submit for a Building Permit.

Plancheck Revisions

- ◆ Receive and distribute comments on the Building Permit submittal.
- ◆ Coordinate responses to comments between the architectural, structural and design-build subcontractors.
- ◆ Assemble resubmittal documents and resubmit to city for Building Permit.
- ◆ Respond to additional comments and provide additional resubmittals as required to obtain a Building Permit.

Construction Administration Phase

- ◆ Participate in preconstruction meeting.
- ◆ Participate in regular construction meetings.
- ◆ Review and take appropriate actions on submittals.
- ◆ Respond to General Contractor's Requests for Information (RFI's).
- ◆ Review and comment on General Contractor's Applications for Payment.
- ◆ Review and comment on General Contractor's Proposed Change Orders.
- ◆ As required, submit revisions to approved documents to the City of Watsonville.



- ◆ At a time when the General Contractor has stated that the project is Substantially Complete, walk through project with Client and General Contractor to develop a Punch List of items to be completed for final acceptance.
- ◆ At a time when the General Contractor has stated that all Punch List items have been completed, walk through project with Client and General Contractor to determine if all items on the Punch List have been satisfactorily resolved.
- ◆ Receive and review for completeness closeout items, including warranties, guarantees, record documents, and extra stock items. When closeout items are determined to be complete, transmit closeout items to Client.
- ◆ Review and comment upon General Contractor's Request for Final Payment.
- ◆ Assist Client to file a Notice of Completion for the project.

Optional Services

The following services may be provided by Artik Art & Architecture if required by the project and if authorized by the Client. Compensation for Optional Services shall be by a mutually agreed upon Fixed Fee or based on Hourly Rates, as listed below.

- ◆ Civil Engineering
- ◆ Offsite design and engineering
- ◆ Furniture and Equipment selection and procurement

Excluded from Agreement

The following services are expressly excluded from this agreement:

- ◆ Topographic and geotechnical surveys
- ◆ Testing and inspection fees
- ◆ Plan review and permit fees for regulatory agencies

Compensation for Basic Services

Artik Art & Architecture will provide the services indicated above for a Fixed Fee of **One Hundred Fifty-Six Thousand Dollars (\$156,000)**, plus authorized Reimbursable Expenses. Fees shall be paid in phases as follows:

	<u>Architectural</u>	<u>Structural</u>	<u>Total</u>
Building Department Submittal	\$70,000	\$33,000	\$103,000
Plancheck Revisions	\$10,000	\$7,000	\$17,000
<u>Construction Administration</u>	<u>\$20,000</u>	<u>\$16,000</u>	<u>\$36,000</u>
Total Basic Service Fees	\$100,000	\$56,000	\$156,000



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 a mutually agreed upon Fixed Fee or based on the Hourly Rates listed above.

The following Hour 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

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 of the expenses incurred by the Architect or Architect's Consultants. No Reimbursable Expense may be incurred without the prior written consent of Client.

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

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.

Please call if you have any questions. Your business is greatly appreciated.

Sincerely,



Martin Hochroth
Principal

ACCEPTED

Client: Navigator Schools
Name of authorized representative: _____
Title: _____
Signature: _____ Date: _____

