



394-A Umbarger Rd
San Jose, CA 95111
Phone 408.224.9890
Fax 408.224.9891
www.Artika3.com

November 5, 2024

Ms. Caprice Young
Navigator Schools
650 San Benito St., Suite 230
Hollister, CA 95023

Project Name: Navigator at 491 Tres Pinos Hollister
Project Number: TBD/C1

Dear Ms. Young:

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 have Artik Art & Architecture develop entitlement approval drawings and documents for the conversion of a former Kmart building located at 491 Tres Pinos Road in Hollister, CA . The building is intended to contain a Navigator TK-8th Grade school and an associated charter high school.

A budget has not been established for the project. A schedule has not been established for the project.

Scope of Professional Services – Basic Services

Artik Art & Architecture will not provide, nor be responsible for, any project consultants. Any required project consultants shall be provided by Client or by Artik Art & Architecture as an Optional Service or an Additional Service.

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

Planning Submittal

- ◆ Meet with Client to develop a list of spaces to be accommodated in the building.
- ◆ Review existing drawings obtained from the property owner and the building department.
- ◆ Visit the site to visually verify existing conditions.
- ◆ Develop a preliminary building and site layout for review. Meet with Client to review preliminary layout and receive comments for future development.

- ◆ Develop refined layout for review. Meet with Client to review refined layout and receive comments for final layout.
- ◆ Develop final layout for approval by Client.
- ◆ Develop Conditional Use Permit drawings for submittal. The drawings will be based on the City of Hollister Development Services Department Project Submittal Checklist:
 - Title Sheet with Building and Site Information
 - Existing Site Plan
 - Proposed Site Plan
 - Circulation Plan
 - Elevations
 - Floor Plans
 - Roof Plan
- ◆ Assist Client to submit for Conditional Use Permit

Planning Approval

- ◆ Meet with Planning Department to review comments.
- ◆ Respond to comments by Planning Department on drawings.
- ◆ Attend public hearings on project.

Excluded from Agreement

The following services are expressly excluded from this agreement:

- ◆ Schematic Design and Design Development
- ◆ Building Permit Submittals
- ◆ Bidding or Construction Support
- ◆ 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 the Fixed Fees listed below plus authorized Reimbursable Expenses, paid in phases as follows:

Planning Submittal	35,000
<u>Planning Approval</u>	<u>25,000 (Hourly Not-to-Exceed)</u>
Total Basic Services	\$60,000



Compensation for Optional Services

Compensation for Optional Services shall be in addition to compensation for Basic Services as follows:

Landscape Design	TBD
Civil Design	TBD
Lighting Photometrics	TBD

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 below.

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

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 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

If 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

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.



November 5, 2024
Navigator Schools
Navigator at 491 Tres Pinos
Artik #TBD/C1
Page 7 of 7

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: _____

