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PROJECT MANAGEMENT AGREEMENT

by and between

EAST BAY INNOVATION ACADEMY

and

PACIFIC CHARTER SCHOOL DEVELOPMENT, INC.

dated as of \_\_\_\_\_, 2018

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## PROJECT MANAGEMENT AGREEMENT

This Project Management Agreement (this "**Agreement**") is dated for reference purposes only as of \_\_\_\_\_, 2018 ("**Effective Date**") by and between EAST BAY INNOVATION ACADEMY, a California non-profit public benefit corporation ("**Client**"), and PACIFIC CHARTER SCHOOL DEVELOPMENT, INC., a California non-profit public benefit corporation ("**Pacific**"), for professional services in connection with the project described on Exhibit A (the "**Project**"). Client and Pacific are herein referred to individually as a "**Party**" and collectively as the "**Parties**".

### RECITALS

Client desires to retain Pacific to provide Services (as defined herein) in support of the Project and Pacific is willing to provide such Services according to the terms and conditions contained herein.

### AGREEMENT

**NOW, THEREFORE**, for good and valuable consideration, the receipt of which is hereby acknowledges, the Parties hereby agree as follows:

#### 1. PACIFIC'S ENGAGEMENT AND SERVICES.

1.1 **Services.** Pacific agrees to provide to Client the development and project management services described in Exhibit B and elsewhere in this Agreement for the Project (collectively, (the "**Services**"). Pacific shall provide sufficient organization and management to perform such Services in an expeditious and economical manner consistent with the interests of Client.

1.2 **Term.** The term of Pacific's engagement shall be deemed to have commenced as of the Effective Date and shall continue, subject to earlier termination or extension as provided below, until the earlier of (i) completion of the Project and (ii) four (4) years from the Effective Date. The Parties agree to negotiate in good faith an extension of the Term if the Project has not been completed by the termination date referenced in the immediately preceding sentence.

1.3 **Changes to Services.** Client may not make any changes to the Services, including additions, deletions, or revisions to its scope nor extend or shorten its duration, without Pacific's prior written consent, except for a termination for cause or convenience as provided below.

#### 1.4 Termination for Cause or Convenience.

(a) **Termination for Cause.** Either Party may terminate this Agreement for cause if the other Party (the "**Breaching Party**") commits a breach of any part of this Agreement and does not cure such breach within ten (10) calendar days of receipt of the other Party's (the "**Non-Breaching Party**") written notice to the Breaching Party of such breach demanding such cure. If such breach is curable but not within such ten (10) calendar day period, then the Non-Breaching Party shall grant the Breaching Party additional time to cure, provided that the Breaching Party provides within such ten (10) calendar day period a written cure plan that is reasonably acceptable to the Non-Breaching Party, and then diligently commences and continues such cure according to the approved written plan.

#### (b) Termination for Convenience.

i. **By Client.** Client may terminate this Agreement at any time, without cause, by giving Pacific prior written notice of its election to terminate this Agreement. Unless a later date is specified in a termination notice given by Client pursuant to this Section 1.4(b) the termination shall be effective immediately upon receipt of the termination notice by Pacific.

ii. **By Pacific.** Pacific may terminate this Agreement at any time, without cause, by giving Client not less than forty-five (45) calendar days prior written notice of its election to terminate this Agreement. Unless a later date is specified in a termination notice given by Pacific pursuant to this Section 1.4(b) the termination shall be effective forty-five (45) calendar days following the date the termination notice is received by Client.

(c) **Effect of Termination.**

i. **Return of Materials.** In the event of any termination, Pacific shall deliver to Client all materials relating to the Project received by Pacific from Client or received from third parties.

ii. **Payment of Fees.** Upon any termination of this Agreement, unless otherwise agreed to by the Parties, Pacific shall discontinue the provision of any Services on the date the termination is effective. Upon termination, Client shall assume and become liable for all obligations, commitments, and unsettled claims that Pacific had previously undertaken or incurred in good faith on behalf of and with the consent of Client in connection with the Project and in accordance with the terms of this Agreement.

1.5 **Exclusions from Services.** Pacific is not licensed to and does not provide any of the services listed below:

- ◆ Architectural, Engineering or other Design Services
- ◆ General Contracting
- ◆ Legal Services
- ◆ Safety Program Design or Enforcement
- ◆ Accounting Services
- ◆ Investment Advisory Services
- ◆ Municipal Advisory Services
- ◆ Environmental Assessment or Monitoring
- ◆ Quantity Surveying or Cost Estimating
- ◆ FF&E and low voltage procurement, coordination, or installation
- ◆ Property Management

As such, Pacific shall not be named as a party to any action brought by Client in matters of design errors and omissions, construction defects, jobsite accidents, or any other event relating to the above services (collectively "**Excluded Services**") and shall be specifically indemnified and held harmless by Client and by the general contractors, sub-contractors, architects and other design consultants contracted with by Client and working on the Project against actions brought by others against Pacific for Excluded Services, unless arising out of and attributed to Pacific's gross negligence or willful misconduct. Client shall cause its contracts with such third parties to contain a written indemnification in form reasonably satisfactory to Pacific.

Moreover, Pacific shall not have any formal control over, or charge of, and shall not be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in association with the Project, all of which shall be the responsibility of the general contractor for the Project (the "**GC**"). Pacific shall not be responsible for the GC's failure to carry out the Project schedule or any aspect of the Project in accordance with the contract documents or any permits associated with the Project. Pacific shall not have control over or charge of acts or omissions of the GC, its subcontractors, the Architect or other design professionals, or their agents or employees, or of any other persons engaged by any party to perform work on the Project. Pacific shall have no responsibility for the Project design or for ensuring that such design or its implementation is in compliance with applicable laws and codes. Pacific shall have no responsibility for the discovery, presence, handling, removal, or disposal of or exposure of persons to hazardous materials in any form at the Project site.

1.6. **No Fiduciary Responsibility.** The duties and obligations of Pacific hereunder shall be determined solely by the express provisions of this Agreement, and Pacific is not acting as a fiduciary for Client. Pacific shall not be liable to Client except as set forth in this Agreement and, consequently, no implied covenants or obligations or fiduciary duties shall be read into this Agreement against Pacific.

## 2. **PACIFIC AND OWNER'S RESPONSIBILITIES.**

2.1 **Pacific Responsibility.** Pacific shall perform the Services in a timely and professional manner, utilizing best practices consistent with the time constraints set forth in this Agreement. Client shall delegate to Pacific the overall responsibility for making decisions in respect to the Project consistent with Pacific's scope of Services as defined herein, and after Pacific's consultation with Client's Representative. Pacific shall, subject to Section 1.3, accede to Client's decisions in all such matters so long as such decisions do not interfere with Pacific's obligations under this Agreement. In such event, Client and Pacific shall meet and confer as soon as practical given the materiality of the matter at issue. Pacific shall not be required to take any action with respect to such matter at issue until Client and Pacific shall resolve said matter; provided however, Pacific shall continue providing Services that are not at issue as aforesaid in order to advance the Project. Pacific shall be entitled to rely upon the accuracy and completeness of information, surveys, and reports provided by Client and parties acting by or through Client. Pacific's representative for the Services provided is Carolyn Choy.

### 2.2 **Client Responsibility.**

(a) Client shall cooperate fully with Pacific's efforts in completing the tasks to be undertaken by Pacific under this Agreement.

(b) Client shall be responsible for paying all invoices for the Project in a timely manner and before such invoices become past due, including those submitted to Client by Pacific that are received by Pacific from third parties and which Pacific has reviewed for accuracy. PCSD shall use its best reasonable efforts to review invoices from third parties and provide the same with PCSD's comments to Client no later than ten (10) business days after the date of receipt of such invoices.

(c) Client shall: (i) provide to Pacific full information regarding the Project; and (ii) designate a representative who shall be fully acquainted with the Project and have authority to approve matters requiring Client's approval and to render decisions promptly. Client's representative for the Project is Rochelle Benning.

3. **PROFESSIONAL SERVICES FEE.** The Parties understand and agree that Client is not compensating PCSD for the provision of Services under this Agreement. PCSD is receiving a grant from philanthropic sources to compensate it for the Services hereunder.

4. **INDEPENDENT CONTRACTOR.**

4.1. **Status.** Pacific is an independent contractor of Client and shall not perform the Services under this Agreement as an employee of Client. Client shall have no right to control or direct the method, details or means by which Pacific performs the Services required under this Agreement. Pacific shall have no authority to enter into any contract or incur any liability or obligation on behalf of Client without the prior written approval of Client.

4.2. **Compliance.** Pacific assumes full responsibility for the payment of all taxes pertaining to services rendered and compensation paid under this Agreement. Pacific further assumes full responsibility for compliance with any and all applicable worker's compensation insurance or similar laws pertaining to Pacific's employees for services rendered and compensation paid under this Agreement.

5. **INSURANCE AND INDEMNITY.**

5.1 **Client's Liability Insurance.** Client shall maintain insurance policies for commercial general liability insurance, builder's risk insurance, and such other insurance for the Project as will protect Client and Pacific against claims, including construction defect claims, which may arise from the Project and/or this Agreement. Any such policies shall name Pacific as an additional insured.

5.2 **Contractors Liability Insurance.** Client shall require all contractors, subcontractors and suppliers performing work or providing materials to the Project to maintain commercial general liability insurance in the minimum amount of Two Million Dollars (\$2,000,000.00) and to cause Client and Pacific to be named as additional insureds on such policies. All written contracts with contractors, subcontractors and suppliers shall require the above.

5.3 **Indemnity by Client.** Client shall indemnify, defend and hold harmless Pacific and its employees, agents and representatives from and against any and all claims, demands, damages, losses, liabilities, obligations, costs and expenses, including attorneys' fees (collectively, "**Losses and Liabilities**"), arising out of or in connection with claims asserted by third parties (including without limitation any governmental agency, homeowners association, or similar organization) relating to the Project, or any breach by Client of its obligations hereunder, or any willful misconduct or active negligence of Client, but excepting therefrom any Losses and Liabilities which arise out of or in connection with any negligence or willful misconduct of Pacific or any breach by Pacific of this Agreement. This indemnity specifically includes acts taken by Pacific in connection with the Project prior to the execution of this Agreement.

5.4 **Indemnity by Pacific.** Pacific shall indemnify, defend and hold harmless Client and its employees, agents and representatives from and against any and all claims, demands, damages, losses, liabilities, obligations, costs and expenses, including attorneys' fees arising out of or in connection with any willful misconduct or negligence of Pacific or any breach by Pacific of this Agreement, but excepting therefrom any Losses and Liabilities which arise out of or in connection with any negligence or willful misconduct of Client or any breach by Client of this Agreement.

5.5 **Consequential Damages.** In no event shall either Party be liable for the other's indirect, special or consequential damages.

6. **DISPUTE RESOLUTION.**

6.1. **Waiver of Jury Trial.** ANY DISPUTE ARISING BETWEEN THE PARTIES RELATING TO THE TERMS OR PERFORMANCE OF THIS AGREEMENT SHALL BE ADDRESSED AS PROVIDED BELOW, AND THE PARTIES EXPRESSLY WAIVE ANY RIGHT TO HAVE THEIR DISPUTES RESOLVED THROUGH TRIAL BY JURY TO THE EXTENT ALLOWED BY LAW.

6.2. **Claim Requirements.** As a condition precedent to a Party pursuing a claim, such Party shall first file with the other Party a written claim setting forth its position, which must at least include the following: (i) a narrative of pertinent events; (ii) citation to relevant provisions of this Agreement; (iii) such Party's theory and justification for entitlement; and (iv) requested resolution.

6.3. **Informal Resolution.** In the event of a dispute, the Parties shall meet and confer in good faith in an effort to resolve such dispute. Each Party shall continue performing its obligations under this Agreement throughout the course of any dispute.

6.4. **Mediation.** If the Parties are unable to resolve their disputes informally as provided above, the parties shall seek to resolve their disputes through good faith mediation conducted by a mediator mutually acceptable to the Parties.

6.5. **Judicial Reference.**

a. IF THE PARTIES ARE UNABLE TO RESOLVE THEIR DISPUTES INFORMALLY OR THROUGH MEDIATION AS PROVIDED ABOVE, THEN WITH THE EXCEPTION OF THE MATTERS SPECIFIED IN SUB PARAGRAPH b BELOW, ANY CLAIM WILL BE DETERMINED BY A GENERAL REFERENCE PROCEEDING IN ACCORDANCE WITH THE PROVISIONS OF CALIFORNIA CODE OF CIVIL PROCEDURE SECTIONS 638 THROUGH 645.1. THE PARTIES INTEND THIS GENERAL REFERENCE AGREEMENT TO BE SPECIFICALLY ENFORCEABLE IN ACCORDANCE WITH CALIFORNIA CODE OF CIVIL PROCEDURE SECTION 638. VENUE FOR THE REFERENCE PROCEEDING WILL BE IN ALAMEDA COUNTY, CALIFORNIA.

b. UPON THE WRITTEN REQUEST OF ANY PARTY, THE PARTIES SHALL SELECT A SINGLE REFEREE, WHO SHALL BE A RETIRED JUDGE OR JUSTICE. IF THE PARTIES DO NOT AGREE UPON A REFEREE WITHIN TEN (10) DAYS OF SUCH WRITTEN REQUEST, THEN, ANY PARTY MAY REQUEST THE COURT TO APPOINT A REFEREE PURSUANT TO CALIFORNIA CODE OF CIVIL PROCEDURE SECTION 640(B).

c. ALL PROCEEDINGS AND HEARINGS CONDUCTED BEFORE THE REFEREE, EXCEPT FOR TRIAL, SHALL BE CONDUCTED WITHOUT A COURT REPORTER, EXCEPT WHEN ANY PARTY SO REQUESTS, A COURT REPORTER WILL BE USED AND THE REFEREE WILL BE PROVIDED A COURTESY COPY OF THE TRANSCRIPT. THE PARTY MAKING SUCH REQUEST SHALL HAVE THE OBLIGATION TO ARRANGE FOR AND PAY COSTS OF THE COURT REPORTER, PROVIDED THAT SUCH COSTS, ALONG WITH THE REFEREE'S FEES, SHALL ULTIMATELY BE BORNE BY THE PARTY WHO DOES NOT PREVAIL, AS DETERMINED BY THE REFEREE.

d. THE REFEREE MAY REQUIRE ONE OR MORE PREHEARING CONFERENCES. THE PARTIES HERETO SHALL BE ENTITLED TO DISCOVERY, AND THE REFEREE SHALL OVERSEE DISCOVERY IN ACCORDANCE WITH THE RULES OF DISCOVERY, AND MAY ENFORCE ALL DISCOVERY ORDERS IN THE SAME MANNER AS ANY TRIAL COURT JUDGE IN PROCEEDINGS AT LAW IN THE STATE OF CALIFORNIA. THE REFEREE SHALL APPLY THE RULES OF EVIDENCE APPLICABLE TO PROCEEDINGS AT LAW IN THE STATE OF CALIFORNIA AND SHALL DETERMINE ALL ISSUES IN ACCORDANCE WITH APPLICABLE STATE AND FEDERAL LAW. THE REFEREE SHALL BE EMPOWERED TO ENTER EQUITABLE AS WELL AS LEGAL

RELIEF AND RULE ON ANY MOTION WHICH WOULD BE AUTHORIZED IN A TRIAL, INCLUDING, WITHOUT LIMITATION, MOTIONS FOR DEFAULT JUDGMENT OR SUMMARY JUDGMENT. THE REFEREE SHALL REPORT HIS DECISION, WHICH REPORT SHALL ALSO INCLUDE FINDINGS OF FACT AND CONCLUSIONS OF LAW.

e. THE PARTIES RECOGNIZE AND AGREE THAT ALL CLAIMS RESOLVED IN A GENERAL REFERENCE PROCEEDING PURSUANT HERETO WILL BE DECIDED BY A REFEREE AND NOT BY A JURY.

**7. GENERAL PROVISIONS.**

7.1 **Attorneys' Fees.** If any Party commences or is made a Party to a lawsuit, arbitration or other proceeding to enforce or interpret this Agreement, the prevailing Party in such proceeding shall be entitled to recover from the other Party all reasonable attorneys' fees and other costs incurred in connection with such proceeding, including without limitation any appeal or enforcement of any judgment or decision rendered in such proceeding.

7.2 **Notices.** All notices, requests, demands and other communications under this Agreement shall be in writing and shall be deemed duly given (i) on the date of delivery if personally delivered, (ii) one (1) business day after delivery by overnight courier or facsimile (provided that the sender retains a printed confirmation of delivery to the facsimile number provided below), or (iii) three (3) business days after mailing if mailed by first class mail certified or registered, postage prepaid, return receipt requested, to the Parties at their addresses set forth below, or such other address designated from time to time in writing by such Party to the other Party.

Pacific Charter School Development, Inc.  
600 Wilshire, Suite 200  
Los Angeles, CA 90017  
Fax: (213) 542-4701  
Attention: John Sun, CEO

East Bay Innovation Academy  
XXXXX  
Oakland, CA XXXX  
Phone: [( ) - ]  
Fax: [( ) - ]  
Attention: [ ]

7.3 **Amendment and Waiver.** This Agreement may be amended only by a written document signed by all Parties to this Agreement. Waiver of any provision of this Agreement shall not be deemed or constitute a waiver of any other provision, nor shall such waiver constitute a continuing waiver.

7.4 **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, beneficiaries, legal representatives, successors and assigns. This Agreement may only be assigned with the prior written approval of the other Party.

7.5 **Governing Law and Severability.** This Agreement shall be governed by and construed under the laws of the State of California, without regard to its conflicts of law's provisions. If any provision of this Agreement is invalid or unenforceable, and if the deletion of such provision would not adversely affect the receipt of any material benefit of the bargain by either Party hereto, such provision shall (i) be modified to the minimum extent necessary to render it valid and enforceable, or (ii) if it cannot be so modified, be deemed not to be a part of this Agreement and shall not affect the validity or enforceability of the remaining provisions.

7.6 **Counterparts.** This Agreement may be executed in any number of counterparts, and each set of duly delivered identical counterparts, which includes all signatories, shall be deemed to be an original instrument.

7.7 **Construction.** This Agreement has been negotiated at arm's length and each Party has been represented by legal counsel. Accordingly, any rule of law (including without limitation California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Agreement against the Party drafting it is not applicable and is waived. The provisions of this Agreement shall be interpreted in a reasonable manner to effectuate the intent of the Parties and the purpose of this Agreement.

7.8 **Further Assurances.** The Parties covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out this Agreement.

7.9 **Entire Agreement.** This Agreement represents the entire agreement between the Parties with respect to the subject matter set forth above, and supersedes all previous oral and written agreements, communications, representations, and commitments between Pacific, Client, and their respective predecessors.

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**IN WITNESS WHEREOF**, the Parties have executed this Project Management Agreement effective as of the date set forth above.

**EAST BAY INNOVATION ACADEMY**

**PACIFIC CHARTER SCHOOL DEVELOPMENT, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: John Sun  
Title: Chief Executive Officer

## EXHIBIT A

### PROJECT DESCRIPTION

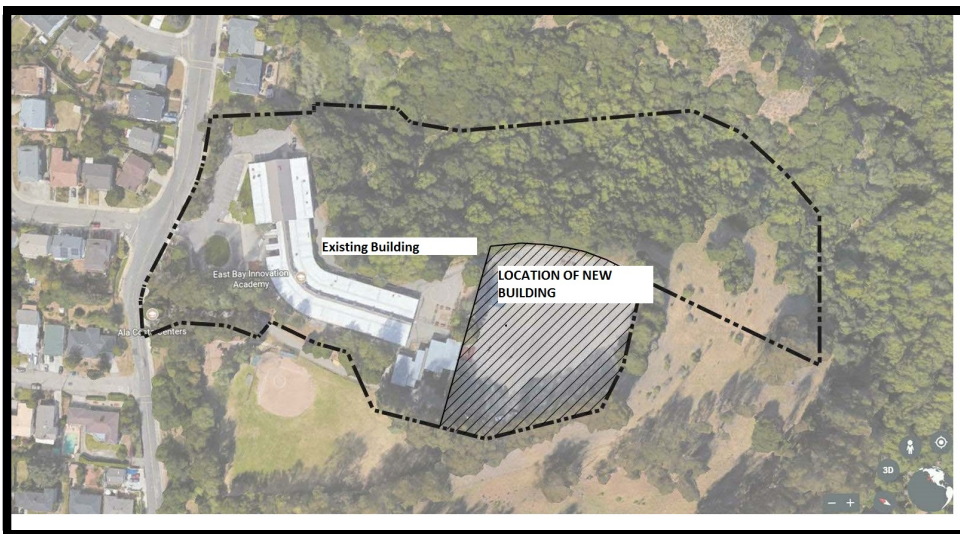
East Bay Innovation Academy (“**EBIA**”) is a college preparatory public charter school chartered by Oakland Unified School District (“**OUSD**”) currently serving grades 6-10. EBIA currently serves grades 6-8 at the OUSD Marshall Campus located at 3400 Malcolm Ave, Oakland, CA, and grades 9-10 at 3800 Mountain Blvd, Oakland, CA.

EBIA applied for and received a combined project funding in the amount of \$15.0 million (\$4.8 million in rehabilitation funding + \$10.2 million in new construction funding). This Project is state-funded by Proposition 51, part of the Charter School Facilities Program (CSFP) through the Office of Public School Construction (OPSC). As such, it must comply with state agency requirements including (but not limited to) California Department of Education (CDE), Division of the State Architect (DSA), California Geological Survey (CGS), and Department of Toxic Substances Control (DTSC).

After finalizing the Facilities Use Agreement with OUSD and receiving the design apportionment funding, the current plan is for the design, planning and permitting process to take ~12-18 months followed by ~12-18 months of construction.

EBIA plans to serve grades 6-12 at the OUSD Marshall Campus. In order to do so, the Project will entail the assessment and rehabilitation of the existing ~27,000 sf building. EBIA further intends to develop a new construction building for the high school, and associated sitework. The new building as currently planned will support 440 students in grades 9-12 and have the following characteristics:

1. 13 standard classrooms and 3 science labs with associated storage/prep spaces.
2. Adequate girls, boys, gender neutral student restrooms, and faculty restrooms
3. Admin space, server room, kitchen servery, and storage/custodial closets.



**EXHIBIT B**

**Scope of Services – Charter School Facilities Program (CSFP) Project**

**Project:** East Bay Innovation Academy  
3400 Malcolm Ave, Oakland, CA

PLANNING	Responsible Party	
	Primary	Supporting
<b>Administration</b>		
Establish protocols and procedures for communication and decision-making with Project leadership	PCSD	CLIENT
Issue and maintain Project directory	PCSD	CLIENT
<b>Original Budget and Financing</b>		
Create full Project budget (excluding FF&E) aligned with CSFP application and grant award	PCSD	CLIENT
Create FF&E Project budget	CLIENT	PCSD
Prepare Project cash flow	PCSD	CLIENT
Analyze potential financing structure and facilitate selection (if applicable)	PCSD	CLIENT
Source potential funders and lenders (if applicable)	PCSD	CLIENT
Create, submit, coordinate requests for financing packages (if applicable)	PCSD	CLIENT
Address potential lender needs (requests, due diligence) (if applicable)	PCSD	CLIENT
Manage selection of funder and lender and negotiate terms for approval by Client (if applicable)	PCSD	CLIENT
Manage loan application and filing of closing documents (if applicable)	PCSD	CLIENT
Apply for government financing (if applicable)	CLIENT	PCSD
Apply for government grants	CLIENT	PCSD
<b>Schedule</b>		
Generate Project schedule	PCSD	CLIENT
Identify key Client and Project milestones	PCSD	CLIENT
ADMINISTRATION	Responsible Party	
	Primary	Supporting
<b>Site Control / Due Diligence</b>		
Negotiate LOIs/Lease (if applicable)	CLIENT	PCSD
Arrange for right of entry (if applicable)	CLIENT	PCSD
Collect and review existing due diligence reports	PCSD	CLIENT
Coordinate transaction components (ex. ALTA, title) (if applicable)	PCSD	CLIENT
Review easements and covenants	PCSD	CLIENT
Manage entitlements and variances	PCSD	CLIENT

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**East Bay Innovation Academy**  
**Project: 3400 Malcolm Ave, Oakland, CA**

	Responsible Party	
<b>Team Assembly - A&amp;E / Consultants / Preconstruction Contractor*</b>		
Manage RFP preparation, proposal review, interview, and selection process of various Client contracts and services (for final acceptance and execution by Client)	PCSD	CLIENT
- Architect & Engineering (Structural, MEP, Civil, Landscape Architect, etc.), including Cost Estimator		
- Surveyor (ALTA, Topo, wall check, building plat, etc.)		
- Geotech Engineer		
- Environmental Consultant (Phase 1, Hazmat Surveys, etc.)		
- Lead and Asbestos Consultant/Industrial Hygienist		
- CEQA Consultant		
- Traffic Engineer		
- Permit Expeditor (if applicable)		
- 3rd Party Plan Review (if applicable)		
- General Contractor(s)		
- Wage Scale Monitoring, if not provided by GC		
- 3rd Party Code Inspections (Inspector of Record)		
- Special Inspections / Testing Services		
- Facilitate Access Control / Security [as directed by Client]		
- Facilitate Audio / Visual [as directed by Client]		
- Facilitate Communication Cabling [as directed by Client]		
- Commissioning Agent		
Negotiate and finalize contract terms including fees	CLIENT	PCSD
<b>Approvals / Compliance</b>		
Coordinate any documentation needed by financing (if applicable)	PCSD	CLIENT
Coordinate submission to state agencies (CGS, DTSC, CDE, DSA)	PCSD	CLIENT
Coordinate submission to state agencies (OPSC, CSFA)	CLIENT	PCSD
Work with Architect to manage any approvals by local county/city entities (if applicable)	PCSD	CLIENT
Work with Architect to manage LEED / CHPS requirements and certification (if applicable)	PCSD	CLIENT
Manage Project Labor Agreement (PLA) (if applicable)	PCSD	CLIENT
Manage Owner (School District) requirements (if applicable)	CLIENT	PCSD

\* PCSD is primary for Team Assembly, though final selection will be done by Client and legal review will be provided by Client's attorney.

DESIGN	Responsible Party	
	Primary	Supporting
<b>Administrative</b>		
Work with Architect to facilitate design meetings, including setting the agenda	PCSD	CLIENT
Review and edit A&E meeting minutes	PCSD	CLIENT
Present Project to School and/or Charter School Board, as needed	CLIENT	PCSD
Coordinate Client's relationship with neighbors (informational meetings, approval meetings, update meetings, newsletters)	CLIENT	PCSD
<b>Programming</b>		
Work with Architect to outline program of spaces (indoor and outdoor)	CLIENT	PCSD
Verify LEED/CHPS/sustainability strategy	PCSD	CLIENT
Generate performance criteria / specifications for Client's technical systems:	CLIENT	PCSD
- Information Technology		
- Access Control / Security		
- Audio / Visual		
- Communications		
Create a wish list for contingency and capital campaign efforts	CLIENT	PCSD
Issue updates, as needed, if programming changes may impact the Project design	CLIENT	PCSD
<b>Budget &amp; Schedule Tracking</b>		
Work with Architect to manage contractor cost estimating of design packages	PCSD	CLIENT
If required, manage value engineering effort to ensure costs are consistent with Client budget goals	PCSD	CLIENT
Provide regular budget updates (hard and soft cost line items budget/commitments/actual expenditures):	PCSD	CLIENT
Update cash flow projections	PCSD	CLIENT
Review and approve all invoices related to Project budget commitments	PCSD	CLIENT
Process all Project invoices for payment after review and approval	CLIENT	
Package and coordinate monthly invoice package and budget update	PCSD	CLIENT
Manage design team to ensure design packages are issued in accordance with Project Schedule	PCSD	CLIENT
Monitor and maintain overall Project schedule	PCSD	CLIENT
<b>Quality Control</b>		
Facilitate Architect's receipt of design feedback from Client at key stages of design	PCSD	CLIENT
Draft and issue approval memo to proceed into next phase of design	PCSD	CLIENT
Provide initial 'design submission' to any reviewing entities	PCSD	CLIENT
<b>FF&amp;E</b>		
Prepare and update list of FF&E items to be purchased	CLIENT	
Facilitate design coordination between Architect and Client related to FF&E requirements	PCSD	CLIENT

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	Responsible Party	
<b>Permitting &amp; Utilities</b>		
Monitor and participate in researching, submitting and securing approvals from all applicable agencies (e.g., environmental, regulatory, etc.)	PCSD	CLIENT
With Architect and Engineer(s), coordinate applications for securing new and/or replacement utility services:		
- Water	PCSD	CLIENT
- Gas	PCSD	CLIENT
- Electricity	PCSD	CLIENT
- Phone	CLIENT	PCSD
- Internet Service Provider	CLIENT	PCSD
<b>CONSTRUCTION</b>	<b>Primary</b>	<b>Supporting</b>
<b>Administrative</b>		
Attend regular construction team meetings	PCSD	CLIENT
Review and edit contractor meeting minutes	PCSD	CLIENT
Manage questions/issues raised by contractor and facilitate resolution	PCSD	CLIENT
<b>Bidding</b>		
Work with attorney to ensure compliance with Public Contract Code	PCSD	CLIENT
Facilitate provision of contract(s) by Client's attorney	CLIENT	PCSD
Review bid documents	PCSD	CLIENT
Manage the construction bid process	PCSD	CLIENT
Review overall proposed Schedule of Values	PCSD	CLIENT
<b>Budget &amp; Schedule Tracking</b>		
Prepare and maintain construction contract log	PCSD	CLIENT
Coordinate proposed change order process, including documentation requirements	PCSD	CLIENT
Review, manage and negotiate Proposed Change Orders	PCSD	CLIENT
Attend Change Order meetings with contractor and design team	PCSD	CLIENT
Track construction costs and identify variances from budgeted amounts, including exposures against construction contingencies	PCSD	CLIENT
Provide regular budget updates (hard and soft cost line items budget/commitments/actual expenditures):	PCSD	CLIENT
Update cash flow projections	PCSD	CLIENT
Review and approve all invoices and contractor payment applications	PCSD	CLIENT
Process all Project invoices for payment after review and approval	CLIENT	
Package and coordinate monthly invoice package and budget update	PCSD	CLIENT
Track contractor's schedule progress and flag items of concern for contractor's response	PCSD	CLIENT
Monitor and maintain overall Project schedule	PCSD	CLIENT
<b>FF&amp;E</b>		
Procure and coordinate installation of FF&E	CLIENT	PCSD
Assist in coordinating contractor's work with installation of other Client-provided work (access control/security, A/V, communications, etc.)	CLIENT	PCSD

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	Responsible Party	
<b>Utilities</b>		
Facilitate coordination between utility companies and contractor regarding new services to Project.	PCSD	CLIENT
Establish new utility service accounts	CLIENT	PCSD
<b>Substantial / Final Completion</b>		
Facilitate final inspection approvals and DSA Closeout	PCSD	CLIENT
Coordinate development of punch-list and contractor's completion thereof	PCSD	CLIENT
Facilitate turnover of Project from construction team to Client's property management and/or school operations (including systems training)	PCSD	CLIENT
Ensure contractor's delivery of closeout materials (including O&M information as required)	PCSD	CLIENT
- Ensure proper distribution to operational personnel	CLIENT	PCSD
Coordinate receipt/distribution of as-built documents	PCSD	CLIENT
If applicable, review final construction costs and determine appropriate distribution of Project savings, if any	PCSD	CLIENT
Confirm receipt of lien waivers and other closeout documents required for contractor's final payment	PCSD	CLIENT
<b>POST CONSTRUCTION</b>	<b>Primary</b>	<b>Supporting</b>
<b>Administrative</b>		
Facilitate resolution to any construction/warranty issues raised during initial period of occupancy	PCSD	CLIENT
Provide final archive to Client of all key Project documents.	PCSD	CLIENT
Assist LEED consultant in submission of final certificate application to USGBC and distribution of certification upon receipt (if applicable)	PCSD	CLIENT
Assist Client in preparing any financing entity closeout requirements (if applicable)	PCSD	CLIENT
Prepare and submit state funding closeout requirements	CLIENT	