

---

PROJECT MANAGEMENT AGREEMENT

by and between

NAVIGATOR SCHOOLS

and

PACIFIC CHARTER SCHOOL DEVELOPMENT, INC.

dated as of August 29, 2023

---

## PROJECT MANAGEMENT AGREEMENT

This Project Management Agreement (this “**Agreement**”) is dated as of August 29, 2023 and effective as of August 29, 2023 (“**Effective Date**”) by and between NAVIGATOR SCHOOLS, a California non-profit public benefit corporation (“**Client**”), and PACIFIC CHARTER SCHOOL DEVELOPMENT, INC., a California non-profit public benefit corporation (“**PCSD**”), for project management services in connection with the project described on **Exhibit A** (the “**Project**”). Client and PCSD are herein referred to individually as a “**Party**” and collectively as the “**Parties**”.

### RECITALS

Client desires to retain PCSD to provide Services (as defined herein) in support of the Project and PCSD 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. PCSD’S ENGAGEMENT AND SERVICES.

1.1 **Services.** PCSD agrees to provide to Client project management services described in **Exhibit B** and elsewhere in this Agreement (collectively, the “**Services**”). PCSD shall provide commercially reasonable 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 PCSD’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) one year from the Effective Date (the “Termination 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.

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 PCSD’s prior written consent, except for a termination for cause or convenience as provided below. The Parties agree to negotiate in good faith an equitable adjustment to the Project management fee if there is a change in school type, change in program or change in the number of students by more than ten percent (10%), which results in a material increase in the scope or duration of Services.

#### 1.4 Termination for Cause or Convenience.

(a) **Termination for Cause.** Either Party may immediately terminate this Agreement for cause if:

- (i) 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 following receipt of the other Party’s (the “**Non-Breaching Party**”) written notice to the Breaching Party, in accordance with Section 7.1, of such breach demanding such cure. If such breach is curable but not within

such initial 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. However, if at any time following the allotted ten (10) calendar day cure period it is reasonably determined by the Non-Breaching Party in its sole discretion that the Breaching Party is either not diligently working to resolve such breach or after a period of time it is reasonably apparent that it is unlikely to cure such breach within the amount of time previously set forth in the written cure plan, then upon notice to the Breaching Party and the earlier of an additional ten (10) calendar days or the end of the previously agreed upon amount of time set forth in the written cure plan, the Non-breaching Party may immediately terminate this Agreement for Cause.

(b) **Termination for Convenience.**

i. **By Client.** Client may terminate this Agreement at any time, without cause, by giving PCSD not less than thirty (30) calendar day's 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)(i) the termination shall be effective thirty (30) calendar days following the date the termination notice is received by PCSD. Upon termination for convenience, PCSD shall be entitled to the payment then due through the monthly period during which the effective date takes place.

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

iii. **Insolvency, etc.** In the event that either Party is unable to pay its debts when they become due, declares bankruptcy or insolvency, or makes an assignment for the benefit of creditors ("Act of Bankruptcy"), the other Party may terminate this Agreement upon written notice to the Party to whom the Act of Bankruptcy occurred.

(c) **Effect of Termination.**

i. **Return of Materials.** In the event of any termination, PCSD shall deliver to Client a copy of all materials, or originals if legally required, relating to the Project received by PCSD from Client or received from third parties.

ii. **Payment of Fees.** Upon any termination of this Agreement, unless otherwise agreed to by the Parties in writing, PCSD shall discontinue the provision of any Services on the Termination Date. Upon termination, Client shall assume and become liable for all obligations, commitments, and unsettled claims that PCSD 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. Client further acknowledges and agrees to take all further actions required to effectuate such assumption of liability at Client's sole expense, unless this Agreement is terminated for Cause by Client in accordance with Section 1.4(a)(i).

1.5. **No Fiduciary Responsibility.** The duties and obligations of PCSD hereunder shall be determined solely by the express provisions of this Agreement, and PCSD is not acting as a fiduciary for Client. PCSD 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 PCSD.

## 2. **PCSD AND CLIENT'S RESPONSIBILITIES.**

2.1 **PCSD Responsibility.** PCSD shall perform the Services in a timely and professional manner, utilizing best practices consistent with the time constraints set forth in this Agreement. PCSD shall, subject to Section 1.3, accede to Client's decisions in all such matters relating to the Services being provided so long as such decisions do not interfere with PCSD's obligations or rights under this Agreement. PCSD shall be entitled to rely upon the accuracy and completeness of information, surveys, and reports provided by Client and parties acting by, through or on behalf of Client. PCSD's initial representative for the Services provided is Keivan Abidi. Such representative may be changed from time to time by PCSD for any reason following written notice to Client.

### 2.2 **Client Responsibility.**

(a) Client shall cooperate fully with PCSD's efforts and requests in completing the tasks to be undertaken by PCSD under this Agreement; provided that, PCSD shall accede to Client's reasonable decisions in all such matters relating to the Services being provided herein.

(b) Client shall be responsible for approving and paying all invoices for the Project in a timely manner and before such invoices become past due, including those submitted to Client by PCSD that are received by PCSD from third parties and which PCSD has reviewed for accuracy. PCSD and Client shall cooperate to ensure that all third party invoices submitted to PCSD are timely submitted to Client prior to being due and payable.

(c) Client shall: (i) provide to PCSD 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 initial representative for the Project is Kevin Sved. Such representative may be changed from time to time by Client for any reason following written notice to PCSD.

## 3. **PROJECT SERVICES FEE.**

3.1 PCSD's fee for the Services will be Two Hundred Fifty Thousand Dollars (\$250,000) (the "Project Management Fee") subject to adjustment as set forth in Section 1.3. The Project Management Fee will be billed on an equal monthly basis for Fifteen (15) months (that is, Sixteen Thousand Six Hundred Sixty-seven Dollars (\$16,667 per month)). If the Project is completed in less than Fifteen (15) months, PCSD reserves the right to bill the balance of the Project Management Fee that remains unpaid immediately upon final Project completion. Each invoice will be due within fifteen (15) business days after receipt. A late fee of TEN PERCENT (10%) per annum or the maximum allowed by law, whichever is less, shall be due and payable for any invoices not paid within the aforementioned period.

## 4. **INDEPENDENT CONTRACTOR.**

4.1 **Status.** Client and PCSD are independent contractors. No representations or assertions shall be made or actions taken by either Party that would create any agency, joint venture, partnership, employment or trust relationship between the parties with respect to the subject matter of this Agreement.

Except as may be expressly agreed upon in this Agreement or on a Schedule, neither Party has any authority or power to enter into any agreement, contract or commitment on behalf of the other, or to create any liability or obligation whatsoever on behalf of the other, to any third person or entity.

4.2 **Employees.** Each Party will exercise day-to-day control over and supervision of their respective employees, including but not limited to hiring, evaluation, promotion, demotion, compensation, employee benefits, fringe benefits, discipline and discharge. All work assignments, instruction, scheduling, staffing and direction of Client's employees shall be the exclusive province of Client. Each Party is responsible for obtaining and maintaining worker's compensation coverage and unemployment insurance for its employees. PCSD further assumes full responsibility for compliance with any and all applicable worker's compensation insurance or similar laws pertaining to PCSD's employees for services rendered and compensation paid under this Agreement.

4.3 **Compliance.** Subject to the continued existence and maintenance of Client's tax-exempt status, PCSD assumes full responsibility for the payment of all taxes pertaining to services rendered and compensation paid under this Agreement. Any tax liabilities that may result from the loss of Client's tax-exempt status shall be borne, in full, by Client.

## 5. **INSURANCE AND INDEMNITY.**

5.1 **Client, Contractor and PCSD Liability Insurance.** Client, Contractor and PCSD shall maintain insurance policies in accordance with **Exhibit C**.

5.2 **Indemnity by Client.** To the fullest extent permitted by law, Client shall indemnify, defend and hold harmless (through legal counsel acceptable to PCSD) PCSD and its employees, agents and representatives from and against any and all claims, causes of actions, costs, demands, damages, losses, liabilities, obligations, costs and expenses, including attorneys' fees and costs of litigation (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 Property or Project, or any willful misconduct or gross negligence of Client, but excepting from each instance any Losses and Liabilities that are found by a court or forum of competent jurisdiction to have been caused by the sole gross negligence or willful misconduct of PCSD. This indemnity specifically includes acts taken by PCSD in connection with the Project (as defined in Exhibit A) prior to the execution of this Agreement. These duties extend to claims occurring after this contract is terminated as well as while it is in force.

5.3 **Indemnity by PCSD.** PCSD shall indemnify, defend and hold harmless Client and its employees, agents and representatives from and against any and all third-party Losses and Liabilities arising out of or in connection with any willful misconduct or gross negligence of PCSD, but excepting therefrom any Losses and Liabilities that are found by a court or forum of competent jurisdiction to have been caused by the sole gross negligence or willful misconduct of Client. These duties extend to claims occurring after this contract is terminated as well as while it is in force.

5.4 **Duty to Defend.** The duty to defend is separate and independent of a Party's indemnity obligations, and is triggered by the assertion of any Losses and Liabilities within the scope of the indemnity obligations above, and shall apply prior to and regardless of whether or not the issue of that Party's indemnity obligation, negligence, breach of contract or other fault or obligation has been determined.

5.5 **Consequential Damages.** In no event shall either Party be liable for the other's indirect, special, incidental, punitive or consequential damages suffered or incurred by or on behalf of the other Party in connection with, arising out of, or in any way connected to the Project, this Agreement or any Service or transaction contemplated herein.

5.6 **Damages Cap.** Except for Losses and Liabilities arising out any willful misconduct or gross negligence by the other party, in no event shall either Party's liability arising in any way out of this Agreement exceed amounts set forth as the insurance limits in Exhibit C.

## 6. **DISPUTE RESOLUTION.**

6.1 **Meet and Confer.** In the event of a dispute, the parties shall meet and confer in good faith in an effort to resolve such dispute. If the parties are unable to informally resolve the dispute, then the dispute shall be handled in the manner described in this section. PCSD shall continue providing Services throughout the course of any dispute, and Owner shall continue to make payments to PCSD unless the dispute involves Owner's obligation to make particular payments. A condition precedent to either Party making any claim, and/or availing itself of the dispute resolution procedures set forth herein, the claiming Party shall first present a written claim setting forth that Party's position, which must include the following: (i) a narrative of pertinent events; (ii) citation to contract provisions; (iii) theory of entitlement; (iv) complete pricing of all cost impacts; and (v) a complete analysis of all time delays showing impact to critical path activities. The claim shall be submitted within twenty (20) calendar days of the commencement of the events giving rise to the dispute, and shall be priced like Change Orders according to the requirements of this Agreement, and updated monthly if a continuing claim. Any dispute remaining after such meeting shall proceed to litigation as specified herein.

6.2 **Litigation.** Unless the Parties agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

6.3 **Attorney's Fees.** If any Party brings a lawsuit or dispute resolution proceeding to enforce the terms hereof, or declare rights hereunder, the Prevailing Party (as hereinafter defined) in any such lawsuit or proceeding shall be entitled to reimbursement by the other Party of reasonable attorney fees, including expert witness fees, and disbursements. The term "Prevailing Party" shall be defined by applicable law. The attorney's fee award shall not be computed in accordance with any court fee schedule, but shall be such as to fully reimburse all attorney's fees reasonably incurred. With respect to the foregoing, and any other provision in this contract providing for payment or indemnification of attorney's fees, such fees shall be reasonable and shall be deemed to include reasonable fees incurred through any applicable appeal process.

6.4 **California Law; Venue.** Enforcement of this Agreement shall be governed by the laws of the State of California, excluding its conflict of laws rules. The exclusive venue for all mediation, arbitration or litigation arising from or relating to this Agreement shall be the county where the Project is located.

6.5 **Consequential Damages.** In no event shall either Party be liable for the other's indirect, special or consequential damages suffered or incurred by or on behalf of the other Party in connection with, arising out of, or in any way connected to the Project, this Agreement or any Service or transaction contemplated herein.

## 7. GENERAL PROVISIONS.

7.1 **Notices.** All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered, sent by overnight mail (Federal Express or the like) or sent by registered or certified delivery, postage prepaid, return receipt requested, delivered or sent by email, or facsimile and shall be deemed received upon the earlier of (i) if personally delivered, the date of delivery to the address of the person to receive such notice; (ii) if sent by overnight mail, the business day following its deposit in such overnight mail facility; (iii) if mailed, on the third (3<sup>rd</sup>) business day following the date of posting by the United States post office; or (iv) if given by email, or facsimile, when sender receives confirmation of delivery either by automated message or acknowledgement from addressee. Any notice, request, demand, direction or other communication sent by email or facsimile must be confirmed within forty-eight (48) hours by letter mailed or delivered in accordance with the foregoing.

PCSD: Pacific Charter School Development, Inc.  
600 Wilshire, Suite 200  
Los Angeles, CA 90017  
Tel: (510) 288-3648  
Email: [jennifer@pacificcharter.org](mailto:jennifer@pacificcharter.org)  
Attention: Jennifer Afdahl Rice

Client: NAVIGATOR SCHOOLS  
650 San Benito St., Ste. 230  
Hollister, CA 95023  
Tel: 831.217.4889  
Email: [caprice.young@navigatorschools.org](mailto:caprice.young@navigatorschools.org)  
Attention: Caprice Young

7.2 **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.

7.3 **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.

7.4 **Governing Law and Severability.** This Agreement shall be governed by and construed under the laws of the State of California, without regard to any conflicts of law 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.

7.5 **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.

7.6 **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.

7.7 **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.

7.8 **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 PCSD, Client, and their respective predecessors.

7.9 **Survival.** The provisions of this Agreement shall survive its termination and the completion of the Services.

[Balance of Page Intentionally Left Blank; Signature Page Follows]



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

**NAVIGATOR SCHOOLS**

**PACIFIC CHARTER SCHOOL  
DEVELOPMENT, INC.**

By: \_\_\_\_\_  
Name: Caprice Young, Ed.D.  
Title: CEO & Superintendent

By: \_\_\_\_\_  
Name: Jennifer Afdahl Rice  
Title: Executive Director, Northern California

## **EXHIBIT A**

### **PROJECT DESCRIPTION**

The project is to build two new TK classrooms, replace square footage to build two new kindergarten classrooms, develop a TK/K play area, add a shade structure and a new staff bathroom building.

**EXHIBIT B**

**SERVICES AND EXCLUDED SERVICES**

Scope of Services Project: NAVIGATOR SCHOOLS		August 29, 2023 Responsible Party	
		Primary	Supporting
<b>PLANNING PHASE</b>			
<b>Administration</b>			
	Establish protocols and procedures with Project leadership	PCSD	CLIENT
	Issue and maintain project directory	PCSD	
	Create and maintain electronic files of Project documents, including contracts, agreements, reports and plans	PCSD	CLIENT
	Facilitate execution of Project-related documents	PCSD	CLIENT
	Present to Client’s governing board, as needed	CLIENT	PCSD
<b>Original Budget and Financing</b>			
	Create full Project budget (excluding FF&E)	PCSD	CLIENT
	Create FF&E Project budget	CLIENT	PCSD
	Prepare Project cash flow and update as needed	PCSD	
	Analyze potential financing structure and facilitate selection	CLIENT	PCSD
	Source potential lenders	CLIENT	PCSD
	Create, submit, coordinate requests for financing packages	CLIENT	PCSD
	Address potential lender needs (requests, due diligence)	CLIENT	PCSD
	Manage selection of funder and lender and negotiate terms	CLIENT	PCSD
	Manage loan application and facilitate loan closing	PCSD	CLIENT
	Apply for government financing (if applicable)	CLIENT	PCSD
	Apply for government grants (if applicable)	CLIENT	PCSD
<b>Schedule</b>			
	Generate Project schedule and update as needed	PCSD	
	Identify key Client and Project milestones	PCSD	CLIENT
<b>Site Control / Due Diligence</b>			
	Negotiate LOIs (if applicable)	CLIENT	PCSD
	Arrange for right of entry (if applicable)	CLIENT	PCSD
	Develop summary of key lease provisions	PCSD	CLIENT
	Confirm District requirements (if applicable)	CLIENT	
	Confirm Client requirements	CLIENT	

Scope of Services		August 29, 2023	
Project:	NAVIGATOR SCHOOLS	Responsible Party	
		Primary	Supporting
	Collect and review existing due diligence materials (ex. haz mat assessments, topo survey, easements, CC&Rs, if applicable)	PCSD	CLIENT
	Coordinate transaction components (ex. ALTA, title)	PCSD	CLIENT
	Manage entitlements and variances process	PCSD	CLIENT
	Manage easements and covenants	PCSD	CLIENT
	Confirm LEED or other state requirements such as CHPS (from Client, District, or other state entity)	PCSD	CLIENT
<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:		
	Architect & Engineering (MEP, Structural, etc.)	PCSD	CLIENT
	- Civil Engineer	PCSD	CLIENT
	- General Contractor	PCSD	CLIENT
	- Surveyor (ALTA, Topo, wall check, building plat, etc.)	PCSD	CLIENT
	- Geotech Engineer	PCSD	CLIENT
	- Environmental Consultant (Phase 1, Hazmat Surveys, etc)	PCSD	CLIENT
	- Lead and Asbestos Consultant/Industrial Hygienist	PCSD	CLIENT
	- CEQA Consultant	PCSD	CLIENT
	- Traffic Engineer	PCSD	CLIENT
	LEED or CHPS Consultant	PCSD	CLIENT
	Permit Expeditor (if applicable)	PCSD	CLIENT
	3rd Party Plan Review (if applicable)	PCSD	CLIENT
	Wage Scale Monitoring, if not provided by GC	PCSD	CLIENT
	Materials Testing & Inspections	PCSD	CLIENT
	3rd Party Code Inspections (Inspector of Record), if applicable	PCSD	CLIENT
	- Special Inspections / Testing Services	PCSD	CLIENT
	- Access Control / Security	CLIENT	
	- Communication Cabling	CLIENT	
	Audio Visual	CLIENT	
	- Signage	PCSD	CLIENT

Scope of Services		August 29, 2023	
Project:	NAVIGATOR SCHOOLS	Responsible Party	
		Primary	Supporting
	Commissioning Agent	PCSD	CLIENT
	Negotiate and finalize contract terms including fees	PCSD	CLIENT
	Coordinate any documentation needed by financing (if applicable)	CLIENT	PCSD
	Coordinate submission to any local or state agencies and authorities	PCSD	CLIENT
<b>DESIGN PHASE</b>			
<b>Administrative</b>			
	Facilitate design meetings, including setting agenda	PCSD	
	Prepare and maintain issue tracking log	PCSD	
	Review and edit A&E meeting minutes and submit notes to file as needed	PCSD	CLIENT
	Establish requirements for permit and bid package issuances	PCSD	
	Attend Project presentations to School and/or Charter School Board, as needed	PCSD	CLIENT
	Coordinate Client's relationship with neighbors (informational meetings, approval meetings, update meetings, newsletters)	CLIENT	PCSD
<b>Programming</b>			
	Prepare 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:		
	- Information technology	CLIENT	PCSD
	- Access control / security	CLIENT	PCSD
	- Communications	CLIENT	PCSD
	Audio-visual	CLIENT	PCSD
<b>Budget &amp; Schedule Tracking</b>			
	Manage contractor cost estimating of design packages	PCSD	
	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	
	Update cash flow projections	PCSD	
	Review and approve all invoices related to Project budget commitments	PCSD	
	Package and coordinate monthly draw request for funding	PCSD	CLIENT

Scope of Services		August 29, 2023	
Project:	NAVIGATOR SCHOOLS	Responsible Party	
		Primary	Supporting
	Manage design team to ensure various design packages are issued in accordance with Project Schedule	PCSD	CLIENT
	Monitor and maintain overall Project schedule	PCSD	CLIENT
	Provide paid invoice check numbers and dates on a monthly basis, as needed, to ensure accurate project accounting	CLIENT	
	Provide timely and complete responses to school-related design questions in efforts to maintain the design schedule	CLIENT	PCSD
<b>Quality Control</b>			
	Provide design reviews/mark-ups of drawings and specifications at various stages of design	PCSD	CLIENT
	Draft and issue approval memo to proceed into next phase of design	PCSD	
	Issue updates to Program Document, as required	CLIENT	PCSD
	Oversee any LEED credit tracking and initial 'design submission' to any reviewing entities	PCSD	
<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
P	Manage technical and design input on low voltage systems as required during Design to ensure accuracy in AE drawings and specifications.	CLIENT	
	Coordinate the installation of Client's low voltage requirements	PCSD	CLIENT
<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
	Monitor and participate in applying for and 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 PHASE</b>			

<b>Scope of Services</b>		August 29, 2023	
<b>Project:</b>	NAVIGATOR SCHOOLS	<b>Responsible Party</b>	
		<b>Primary</b>	<b>Supporting</b>
<b>Administrative</b>			
	Attend regular construction team meetings	PCSD	CLIENT
	Review and edit contractor meeting minutes or submit notes to file as needed	PCSD	
	Manage questions/issues raised by contractor and facilitate resolution	PCSD	CLIENT
<b>Bidding</b>			
	Manage the construction bid process and negotiation of GMP	PCSD	CLIENT
	Review overall proposed Schedule of Values	PCSD	
	Create a wish list for contingency and capital campaign efforts	CLIENT	PCSD
	Coordinate proposed change order process, including documentation requirements	PCSD	
<b>Budget &amp; Schedule Tracking</b>			
	Prepare and maintain construction contract log	PCSD	
	Review, manage and negotiate Proposed Change Orders	PCSD	CLIENT
	Attend Change Order meetings with contractor and design team	PCSD	
	Provide timely responses to school-related RFI and Change Order questions as required,	CLIENT	PCSD
	Track construction costs and identify variances from budgeted amounts, including exposures against construction contingencies	PCSD	
	Provide regular budget updates (hard and soft cost line items/budget/commitments/actual expenditures)	PCSD	
	Update cash flow projections as needed	PCSD	
	Review and approve all invoices related to project budget commitments and submit to CLIENT for payment	PCSD	
	Pay all Project invoices	CLIENT	
	Package and coordinate monthly draw request for funding	PCSD	
	Track contractor's schedule progress and flag items of concern for contractor's response	PCSD	
	Monitor and maintain overall Project schedule	PCSD	
<b>Quality Control</b>			

Scope of Services		August 29, 2023	
Project:	NAVIGATOR SCHOOLS	Responsible Party	
		Primary	Supporting
	Monitor work of contractor to ensure compliance with design documents and quality of work (PCSD may rely on the opinion of 3 <sup>rd</sup> parties such as architects and inspectors to confirm compliance)	PCSD	
	<b>FF&amp;E</b>		
	Assist in coordinating contractor's work with installation of FF&E	PCSD	CLIENT
	Assist in coordinating contractor's work with installation of other Client-provided work (telecom, security, A/V, etc.)	PCSD	CLIENT
	<b>Utilities</b>		
	Facilitate coordination between utility companies and contractor regarding new services into Project	PCSD	CLIENT
	Coordinate between Client and utilities in establishing billing accounts	CLIENT	PCSD
	<b>Substantial / Final Completion</b>		
	Facilitate final inspection approvals and issuance of Certificate of Occupancy	PCSD	
	Coordinate development of punch-list and contractor's completion thereof	PCSD	
	Facilitate turnover of Project from construction team to property management and/or school operations (including systems training)	PCSD	
	Manage contractor's assembly of closeout materials (including O&M information as required)	PCSD	
	- Ensure proper distribution to operational personnel	CLIENT	
	Coordinate receipt/distribution of as-built documents	PCSD	
	If GMP, review final construction costs and negotiate final GMP amount and appropriate distribution of Project savings, if any	PCSD	
	Confirm receipt of lien waivers and other closeout documents required for contractor's final payment	PCSD	
<b>POST CONSTRUCTION PHASE</b>			
	<b>Administrative</b>		
	Facilitate resolution to any construction/warranty issues raised during first six (6) weeks of occupancy	PCSD	
	Provide final archive to Client of all key Project documents.	PCSD	CLIENT



<b>Scope of Services</b>		August 29, 2023	
<b>Project:</b>	NAVIGATOR SCHOOLS	<b>Responsible Party</b>	
		<b>Primary</b>	<b>Supporting</b>
	If Applicable, assist LEED consultant in submission of final certificate application to USGBC and distribution of certification upon receipt	PCSD	CLIENT
	Assist Client in preparing any financing/funding entity closeout requirements	PCSD	CLIENT

## EXCLUDED SERVICES:

Each of the following services related to the Property, Buildings or Project shall be expressly excluded from the Services performed by PCSD pursuant to this Agreement (each an “Excluded Service” and collectively the “Excluded Services”):

- ◆ Architectural, engineering or other design services or the conformance of any design or implementation with any applicable legal standards or requirements
- ◆ General contracting
- ◆ Legal service in relation to any legal practice area
- ◆ Safety program design or enforcement
- ◆ Accounting services
- ◆ Investment advisory services
- ◆ Municipal advisory services
- ◆ Environmental consulting or assessment, related mitigation or monitoring
- ◆ Quantity surveying or cost estimating
- ◆ FF&E procurement, including the following items:
  - ◆ Lunch tables
  - ◆ Items that require approval by the Department of the State Architect, such as exterior canopies & awnings, unless otherwise specified
  - ◆ School & office equipment or furnishings
- ◆ Low voltage data beyond the coordination of installation on the Project, phone, PA system, clock, security, or card reader wiring/equipment/planning
- ◆ Kitchen, food prep, and food serving equipment
- ◆ Equipment needed to execute future maintenance
- ◆ Any operational permits or fees required to operate a public charter school
- ◆ Property management

In accordance with this Agreement, PCSD may oversee the management and/or scheduling of third-party licensed professionals, contractors and vendors contracted with the Client in the course of rendering the services set forth in this Exhibit B. However, PCSD shall not have any formal control over or charge of and shall not be responsible for construction means, methods, techniques, sequences, or procedures, acts, omissions, or safety precautions and programs of any third-party professionals, contractors, or vendors. Furthermore, PCSD shall have no responsibility for i) design or for ensuring that such design or its implementation is in compliance with applicable laws and code; or ii) the discovery, presence, handling, removal, disposal of or exposure of persons to hazardous materials in any form at or around the Property.

As such, PCSD 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 or arising out of any contract between Client and any third-party professionals, contractors or vendors, or any of the above Excluded Services. PCSD shall be specifically indemnified 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 against PCSD in relation to such contracts or Excluded Services, but excepting from each instance any Losses and Liabilities that are found by a court or forum of competent jurisdiction to have been caused by the sole gross negligence or willful misconduct of PCSD. Client shall cause its contracts with such third parties to contain a written indemnification of PCSD in form reasonably satisfactory to PCSD, as determined in its sole discretion.

[END OF SCOPE OF SERVICES]

## **EXHIBIT C**

### **INSURANCE**

#### **Contractor Insurance Coverage**

1. Client shall require its General Contractor to maintain commercial general liability insurance in the minimum amount of \$2,000,000 and all other contractors, subcontractors and suppliers performing work on, to or for the Project to maintain commercial general liability insurance in the minimum amount of \$1,000,000 and to cause Client and PCSD and its Board of Directors, officers, employees, and agents to be named as additional insureds on such policies.

#### **PCSD Insurance Coverage**

1. PCSD shall, at its sole cost and expense, procure and maintain, for the duration of this Agreement, the following insurance coverages:
  - a. Commercial general liability insurance in an amount not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate. Such coverage shall include but shall not be limited to broad form contractual liability, products and completed operations liability, independent contractor's liability, and cross liability protection.
  - b. Workers' compensation insurance as required by the California Labor Code and employer's liability insurance in an amount of not less than \$1,000,000 per accident or occupational illness and \$1,000,000 in aggregate.
  - c. Professional liability insurance coverage of at least \$1,000,000 for each claim, incident, or occurrence, and at least \$1,000,000 annual aggregate coverage.

#### **Client Insurance Coverage**

1. Client shall, at its sole cost and expense, procure and maintain, for the duration of this Agreement, the following insurance coverages:
  - a. Commercial general liability insurance in an amount not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate. Such coverage shall include but shall not be limited to broad form contractual liability, products and completed operations liability, independent contractor's liability, and cross liability protection.
  - b. Workers' compensation insurance as required by the California Labor Code and employer's liability insurance in an amount of not less than \$1,000,000 per accident or occupational illness and \$1,000,000 in aggregate.
  - c. Professional liability insurance coverage of at least \$1,000,000 for each claim, incident, or occurrence, and at least \$1,000,000 annual aggregate coverage.
  - d. Property insurance insuring against and covering (i) the building and all other improvements in, on, or to the Property (including, but not limited to, fixtures and

improvements that may be made by or on behalf of Client), and (ii) trade fixtures, merchandise, and other personal property from time to time in, on, or upon the Property. Such policies shall include coverage in an amount not less than one hundred percent (100%) of the actual replacement cost of the insured property from time to time during the term of this Agreement.

- e. Builder's risk insurance in an amount equal to the full replacement value of the improvements being constructed on the Property by or for the benefit of Client in relation to the Project for the duration of any work performed on the Property in relation to the Project.
2. The following insurance endorsements shall be required:
- a. **ADDITIONAL INSURED.** On Client's Property, Builder's Risk and CGL insurance policies PCSD, its Board of Directors, and its officers, employees, and agents shall be named as additional insureds. The policies must be endorsed to provide that any failure to comply with the reporting provisions of the policy shall not affect coverage to PCSD, its Board of Directors, or its officers, employees, or agents. The CGL additional insured endorsement must provide additional insured status while the work is being performed and after the work has been completed for a period of not less than one (1) year.
  - b. **CANCELLATION.** On each of Client's insurance policies it shall obtain an endorsement which provides that PCSD is entitled to 30 days prior written notice of cancellation or nonrenewal of the policy, or reduction in coverage, by certified mail, return receipt requested.
  - c. **PRIMARY.** On each of Client's insurance policies it shall obtain an endorsement which provides that the insurance afforded by the respective policy is primary to any insurance or self-insurance of PCSD, its Board of Directors, officers, directors, employees, or agents with respect to operations of the insured. Any insurance maintained by the PCSD, its Board of Directors or its officers, employees, or agents shall be in excess of the Client's insurance and shall not contribute to it.
  - d. **WAIVER OF SUBROGATION.** On each of Client's insurance policies it shall obtain an endorsement which provides that the insurer will waive its right of subrogation against PCSD, its Board of Directors and its officers, directors, employees and agents with respect to any losses paid under the terms of the respective policy which arise from work performed by Client in relation to this Agreement.
  - e. **SEVERABILITY OF INTEREST** On each of Client's insurance policies it shall obtain an endorsement which provides that the Client's insurance shall apply separately to PCSD, its Board of Directors, officers, employees, and agents against whom a claim is made or suit is brought, except with respect to the limits of Client's liability.

### **Miscellaneous**

1. Each Party shall furnish to satisfactory proof of each of the above insurance policies, as applicable, within thirty (30) days following the execution of this Agreement, and at least thirty (30) days prior to expiration of any insurance required herein shall furnish to the other Party renewal

documentation. Each required document shall be signed by the insurer or a person authorized by the insurer to bind coverage on its behalf.

2. The insurance required herein must be placed with carriers admitted (licensed) in the State of California with a current financial responsibility rating of A (Excellent) or better and a current financial size category (FSC) of VII or greater as reported by A.M. Best Company or equivalent.
3. If either Party fails to maintain any required insurance, the other Party shall have the right, but not the obligation, to take out such insurance, and, if PCSD, add the amount of the premium to any sums owed to PCSD under this Agreement or, if Client, deduct and retain the amount of the premium from any sums payable to PCSD.
4. The insurance procured and maintained by each Party in accordance with this Agreement shall not be construed or operate to in any way limit such insured Party's indemnification obligations under this Agreement.