



## Three Rivers Charter School

### Special Board Meeting

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**Date and Time**

Thursday April 7, 2022 at 5:30 PM PDT

**Location**

This hybrid meeting will take place on the Three Rivers Charter School campus and attendees may also join via Zoom.

**Join Zoom Meeting**

<https://us05web.zoom.us/j/86282301134?pwd=T3MrREtjbGFsRFFOZkw3R2UrRzJxUT09>

Meeting ID: 862 8230 1134

Passcode: trcs

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This Board Meeting is being held in person at Three Rivers Charter School in the Jr. High Classroom. Meeting attendees may also join virtually using the Zoom link provided.

The agenda provides any citizen an opportunity to directly address the Board under the section entitled "Community Comment" on any item under the subject matter jurisdiction of the Board that is not on the agenda. The Public will be provided an opportunity to address the Board on agenda items before or during the Board's deliberation. Each public member will have 3 minutes for comment. Members attending virtually who wish to comment may use the "raise hand" option.

To request a matter within the jurisdiction of the Board be placed on the agenda of a regular meeting, please submit your request in writing to the School Director or Board President at least 10 days before the scheduled meeting date. In compliance with Government Code section 54954.2(a) Three Rivers Charter School will, on request, make agendas available in appropriate alternative formats to persons with a disability, as required by Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12132), and the federal rules and regulations adopted in implementation thereof. Individuals who need this agenda in an alternative format or who need a disability-related modification or accommodation in order to participate in the meeting should contact the school at (707) 964-1128 at least 72 hours prior to the meeting. The Board reserves the right to mute or remove a member of the public for inappropriate behavior which is disruptive.

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Join Zoom Meeting  
[https://us02web.zoom.us/j/86282301134?](https://us02web.zoom.us/j/86282301134?pwd=T3MrREtjbGFsRFFOZkw3R2UrRzJxUT09)  
 pwd=T3MrREtjbGFsRFFOZkw3R2UrRzJxUT09  
 Meeting ID: 862 8230 1134  
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## Agenda

	Purpose	Presenter	Time
<b>I. Opening Items</b>			<b>5:30 PM</b>
Opening items			
A. Call the Meeting to Order		Jade Tippet	1 m
B. Record Attendance and Guests		Jaime Ries	2 m
C. Changes to the Agenda?	Discuss	Jade Tippet	2 m
<b>II. Community Comment</b>			<b>5:35 PM</b>
A. Community Comment	Discuss	Jade Tippet	5 m
Each person wanting to speak may have 3 minutes to make their statements. The Board will not comment unless it is to quickly clarify a procedure, process or policy.			
<b>III. Discussion &amp; Action Items</b>			<b>5:40 PM</b>
A. Discuss Engagement of Build Analysis, LLC.	Discuss	Kim Morgan	15 m
Review Master Services Agreement and Project Work Authorization. Discuss approval of engagement with Build Analysis.			
B. Vote on Engagement of Build Analysis, LLC.	Vote	Jade Tippet	5 m
Board members shall vote if TRCS should engage Build Analysis.			
<b>IV. Closing Items</b>			<b>6:00 PM</b>
A. Adjourn Meeting	FYI	Jade Tippet	1 m

# Coversheet

## Discuss Engagement of Build Analysis, LLC.

**Section:** III. Discussion & Action Items

**Item:** A. Discuss Engagement of Build Analysis, LLC.

**Purpose:** Discuss

**Submitted by:**

**Related Material:**

Exhibit A - PWA 0369 Three Rivers Charter School (Support Services) - Rev. 01 (HJ\_Signed).pdf

Master Services Agreement - Three Rivers Charter School - Rev. 01 (HJ\_Signed).pdf

**Exhibit A**  
**Project Work Authorization - PWA0369**



**Client:** Three Rivers Charter School

**Consultant:** Build Analysis

**Date:** April 04, 2022

**Project:** Three Rivers Charter School (Renovations)

**Project Location:** 1211 Del Mar Drive, Suite 301, Fort Bragg, CA 95437

The terms and conditions of this **Project Work Authorization** are supplemental to the **Master Services Agreement** dated **April 4, 2022** between **Three Rivers Charter School** (hereinafter referred to as "**Client**") and **Build Analysis LLC** (hereinafter, referred to as "**Build Analysis**"). All provisions set forth in the **Master Services Agreement** are withstanding.

This **Project Work Authorization** is for specific **Services** for the project known as:

**Three Rivers Charter School (Renovations)**, which includes the proposed upgrade of two existing modular buildings, located at **1211 Del Mar Drive, Suite 301, Fort Bragg, CA 95437** (hereinafter, referred to as "**Project(s)**").

**Exhibit A**  
**Project Work Authorization - PWA0369**



**A. Services** – By signing this **Project Work Authorization**, **Client** is authorizing **Build Analysis** to perform the following work for **Project(s)** specified in this document with the following scope of services:

**a. Project Preliminary Budget, Preliminary Schedule, and General Support Services**

**B. Deliverable(s)** - Deliverables will be in the form of support services as requested by **Client** and provided by **Build Analysis**.

**a. Project Preliminary Budget, Preliminary Schedule, and General Support Services, including:**

- i. Update of preliminary project budget originally dated 11/12/21 in consideration of file provided by **Client** titled "Attachment II -Additional Items"
- ii. Preliminary baseline construction schedule in the form of a Gantt chart that will be used to communicate the proposed time line and sequencing of preconstruction and construction activities
- iii. Preliminary baseline construction schedule intends to be a tentative guideline and **Client** understands that all scheduled activities, dates, and activity durations will be updated once additional information is made available to **Build Analysis** and **Client**
- iv. Additional support services and follow-up meetings related to **Deliverable(s)** at the request of **Client**



### C. Compensation

- a. For this service, **Client** agrees to pay **Build Analysis** for monthly invoices submitted by **Build Analysis** on the last day of each month.
- b. The period covered by each monthly invoice shall be one calendar month ending on the last day of the month.
- c. Monthly invoice shall include total number of hours by **Build Analysis** for **Services** provided to **Client** through the last day of each month. **Build Analysis** shall apply an **hourly compensation rate not to exceed one hundred thirty dollars per hour (\$130 / hour)** to generate the total invoice amount.
  - i. Initial retainer in the amount of zero dollars (**\$0**) due within three (3) business days of executing this **Project Work Authorization** and/or written notice to proceed, whichever occurs first.
  - ii. Payment for compensation of **Services** due within four (4) calendar weeks of **Build Analysis'** monthly invoice submitted to **Client**
  - iii. All payments made to **Build Analysis** shall be made by **Client** per attached **Exhibit B – Bank & Wire Transfer Information Sheet**

### D. Clarifications – Scope of **Services** and fee is in consideration of the following:

- a. **Project Documents** provided by **Client** to **Build Analysis** including:
  - i. *No clarifications at this time*



ii. Additional Project Information

1. **Build Analysis** will not reach out to any subcontractors or suppliers without written approval from **Client**
2. **Build Analysis** will not reach out to **Project(s)**' engineers, architect, or any other consultants without written approval from **Client** unless otherwise stated in this **Project Work Authorization** (all questions and follow-up shall only be directed to **Client** directly)

iii. Exclusions

1. **Build Analysis** specifically excludes the following within scope of **Services** provided to **Client**:
  - a. Any and all other construction management, project management or related services not specifically included in this **Project Work Authorization**. All other **Services** shall be agreed to in the form of a separate **Project Work Authorization**.

**Exhibit A**  
**Project Work Authorization - PWA0369**



**Client** agrees that any services, solutions, or conclusions offered are considered the opinion of **Build Analysis** and as such, these services, solutions, or conclusions do not constitute an expressed or implied warranty of any kind.

The person(s) executing this **Project Work Authorization** on behalf of the **Client** represent and warrant that he or she have the full authority to do so and that no other authorization or approval of any kind are necessary.

In WITNESS WHEREOF, this **Project Work Authorization** has been executed and entered as of the date set forth above.

Signature: \_\_\_\_\_

Date: April 4, 2022

Kimberly Morgan  
Chief Executive Officer  
**Three Rivers Charter School**  
1211 Del Mar Drive  
Fort Bragg, CA 95437  
(707) 964-1128

Signature:  \_\_\_\_\_

Date: April 4, 2022

Hadi J. Joudi  
Managing Member  
**Build Analysis**  
1513 6th Street, Suite 203  
Santa Monica, CA 90401  
(310) 736-0606





**Client:** Three Rivers Charter School

**Consultant:** Build Analysis

**Date:** April 4, 2022

In consideration of the terms and consideration set forth herein, this **Master Services Agreement**, effective as of **April 4, 2022** (hereinafter referred to as the “**Effective Date**”), is entered into by and between

**Three Rivers Charter School**, a California Corporation, having its principal place of business at **1211 Del Mar Drive, Suite 301, Fort Bragg, CA 95437** (hereinafter referred to as “**Client**”)

and

**Build Analysis**, a California Limited Liability Company, having its principal place of business at **1513 6th Street, Suite 203, Santa Monica, CA 90401** (hereinafter, referred to as “**Build Analysis**”).

**Client** hereby engages **Build Analysis** for construction consulting services and that it is the intent of both **Client** and **Build Analysis** that all services provided shall be governed by this **Master Services Agreement**, and the **Project Work Authorization** (hereinafter referred to as “**PWA**”), attached as **Exhibit A** and incorporated by reference.

It is also agreed that any changes relative to services required by **Build Analysis** shall be made in writing by an amendment to the PWA, executed by both **Client** and **Build Analysis**.

## A. Services

a. By signing this document, both **Client** and **Build Analysis** agree to enter into a PWA, as requested of Consultant for consulting services and that **Build Analysis** shall provide said services as an independent contractor to **Client**.

b. For each designated **PWA**, **Build Analysis** shall provide services as required in the judgment of **Build Analysis** and agreed to by **Client**, which may include the following: (i) construction estimating services, (ii) value engineering, (iii) quantity takeoffs and visual scope exhibits (iv) construction cost to complete analysis (v) construction cost control (vi) construction scope development/review, (vii) construction and project management services, and (viii) any and all related services as agreed to by **Client** and **Build Analysis** (hereinafter collectively referred to as “**Services**”).

## B. Documentation Provided to Build Analysis

a. **Client** shall (at its sole and exclusive cost) supply complete and accurate copies of all pertinent documents and any other information necessary to the completion of **Services** to the extent in the possession of **Client** (hereinafter referred to as “**Project Documents**”).

b. If **Project Documents** is either not provided in a timely manner and/or is in any way inaccurate or untruthful, **Build Analysis** shall not be held responsible for any inaccuracies and/or delays in completion of **Services**.

## C. Deliverable(s)

a. Upon completion of services, **Build Analysis** will provide **Client** with **Services** via deliverables as referenced and agreed to within a **PWA** (hereinafter referred to as “**Deliverable(s)**”).

## D. Compensation

- a. **Build Analysis** will be compensated for **Services** pursuant to the terms of a **PWA**, as supplemented by this **Master Services Agreement**.
  
- b. **Client** agrees to pay **Build Analysis** via electronic payment, wire transfer or check to **Consultant's** account as per Bank & Wire Transfer Information Sheet and attached as **Exhibit B** and incorporated by reference (hereinafter referred to as "**Exhibit B**").
  
- c. **Client** agrees to pay **Build Analysis**:
  - i. If applicable, initial retainers and/or progress payments are due within three (3) business days of agreed to dates from **Client** to **Build Analysis**, as specified within **PWA**.
  
  - ii. Final payment for the remaining balance as specified within **PWA** due within four (4) calendar weeks of **Build Analysis**' final invoice submitted to **Client** and/or review and final acceptance of **Deliverable(s)**, whichever occurs first.

## E. Additional Services

- a. For services not included within the scope of a **PWA**, and only at the request of **Client**, **Build Analysis** agrees to provide **Client** with additional services at a rate not to exceed one hundred thirty dollars per hour (**\$130/hour**).
  
- b. When possible, and prior to start of any additional services provided by **Build Analysis** to the **Client**, both parties shall agree to a defined scope of services and compensation made in writing by an amendment to the **PWA**, executed by both **Client** and **Build Analysis**.

## F. Termination

- a. **Client** and **Build Analysis** may terminate this **Master Services Agreement** without cause, upon written notice to the other. Upon termination of this **Master Services Agreement**, **Consultant** will return to **Client** all documents, financial statements of any other materials, which it has received from **Client** in the course of providing **Services**.
  
- b. If the performance of all or any part **Services** is so terminated and/or suspended, an adjustment in **Build Analysis**' compensation shall be made in writing as a negotiated amendment to the **PWA**.



## **G. Liability and Indemnification**

- a. **Build Analysis** shall not be responsible for outcomes as a result of any **PWA**.
  
- b. **Build Analysis** is providing **Services** limited to the **PWA**, and in doing so, **Build Analysis** is not acting in a manner so as to assume responsibility or liability, in whole or in part, for all or any part of construction activities related to the **PWA**.

## **H. Governing State and Dispute Resolution**

- a. If a dispute arises out of or relates to a **PWA** or this **Master Services Agreement**, or its breach, both **Build Analysis** and **Client** shall endeavor to settle the dispute first through good faith direct discussions between their representatives.
  
- b. If representatives are not able to resolve such matter within ten (10) business days of the date of the first discussion, as a prerequisite to maintaining any action based on a **PWA** or this **Master Services Agreement**, all such claims, disputes, or controversies shall be presented for non-binding arbitration before JAMS or such other neutral as may be agreed upon between the parties.
  
- c. If the dispute cannot be settled by arbitration within sixty (60) days, the parties shall submit the dispute to litigation in the State of California.
  
- d. If a legal dispute arises between **Client** and **Build Analysis**, it is agreed that the liable party shall be responsible for both parties' legal fees and interest accrued as a result of the resolution.
  
- e. This **Master Services Agreement** shall be governed by the laws of the State of California



**Client** agrees that any services, solutions, or conclusions offered are considered the opinion of **Build Analysis** and as such, these services, solutions, or conclusions do not constitute an expressed or implied warranty of any kind.

The person(s) executing this **Master Services Agreement** on behalf of the **Client** represent and warrant that he or she have the full authority to do so and that no other authorization or approval of any kind are necessary.

In WITNESS WHEREOF, this **Master Services Agreement** has been executed and entered as of the date set forth above.

Signature:

\_\_\_\_\_

Date: April 4, 2022

Kimberly Morgan  
Chief Executive Officer  
**Three Rivers Charter School**  
1211 Del Mar Drive  
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(707) 964-1128

Signature:

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Date: April 4, 2022

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