

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

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