



PRE-CONSTRUCTION SERVICES

SAN CARLOS CHARTER LEARNING CENTER

Prepared for: San Carlos School District
Robert Porter

Prepared by: GrowthPoint Structures

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Background and Objectives

San Carlos Charter Learning Center and the San Carlos School District (collectively the “District”) are planning a new campus. The District architect and construction management group will use GrowthPoint Structures to help create an affordable, quality green campus for their students. GrowthPoint has expertise in the planning, development and use of the structures which will ensure a seamless and cohesive approach throughout the planning process.

Scope of Work

GrowthPoint’s role will be as a resource to the architect to determine the best configuration of structures and use of the site plan. Once a final plan has been devised, GrowthPoint will provide the A&E drawings to be included in the overall architect deliverable and provide to District Owners Representative(s) estimates and timelines for the completion of the project.

The Step 1, the Design Development and Preliminary Due Diligence portion of the contact has been completed and the District is ready for the creation of Design Documents and Construction Documents.

The Step 2, Construction Drawings and DSA Approval portion of the preconstruction work, which remains to be completed, is summarized below:

- Prepare final A&E drawings for inclusion in master project package prepared for DSA submitted by Architect.
- Objective will be to utilize as many GrowthPoint PC plans in the design as possible to lower A&E costs.
- Work with the Architect to ensure that the DSA approval process for the structures is completed. This will include attending any plan check meetings and coordinating comments and re-submittal of plans as requested by DSA.

The total cost for Step 2 is **\$230,000**.

- 70% - Create drawings of conceptual design, conceptual plans and renderings.
- 10% - refine concept based on client and due diligence feedback.
- 20% - work with District Owners Representative to finalize budget and achieve a Gross Maximum Price (GMP) for the project.

This will include preparing all construction drawings at the receipt of approval as well as leading the DSA approval process for items relating to GrowthPoint Structures. The total cost for Step 1 and Step 2 does not include reimbursable costs such as costs for plotting and blueprints, other reproduction expenses, permit or plan check fees, messenger and delivery fees, and other items required or requested to complete or expedite the project. These reimbursable expenses are and will be invoiced separately with appropriate back up documentation at cost.

Terms & Payment Schedule

GrowthPoint will invoice District for services monthly and payments will be due within 30 days of the invoice date. Reimbursable expenses will be billed at cost and will be reimbursed to GrowthPoint within 30 business days of receipt of expense report with appropriate back up documentation.

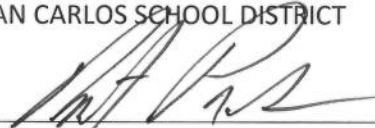
If the project is terminated or project architect and/or District Owners Representative no longer requires the assistance of GrowthPoint prior to completion of design, the total fee due will be the amount of services rendered until GrowthPoint is notified in writing to cease work on the Project.

See Exhibit A for additional Terms and Conditions specific to this agreement.

Agreed and accepted this 1 day of July, 2015.

GROWTHPOINT STRUCTURES

SAN CARLOS SCHOOL DISTRICT



(Signature)

(Signature)

Preston Clark

(Name)

Robert Porter

CEO

(Title)

Chief Operations Officer

Exhibit A

TERMS AND CONDITIONS

This agreement ("Agreement") is made between GrowthPoint Global Inc. D/B/A GrowthPoint Structures ("GPG") and San Carlos School District ("District") for the purposes of providing preliminary services to the District relating to the San Carlos Charter Learning Center ("SCCLC"). Herewith in, GPG and District may be individually referred to herein as "Party" and collectively referred to herein as "Parties."

WHEREAS, GPG desires to provide consulting services to the District with respect to related services in preparation for the Project's development;

NOW, THEREFORE, the Parties hereto agree as follows:

1. **SCOPE OF SERVICES.** GPG will provide services to District as development consultant and authorized representative. GPG agrees to perform the services indicated in the Agreement to which this document is an Exhibit and incorporated herein by the reference ("Scope of Work" or "Services"). In providing the Services pursuant to this Agreement, while in this design concept stage, GPG does not assume any responsibility for design, design errors, omissions or inconsistencies. The duties, responsibilities and limitations of authority of GPG shall not be restricted, modified or extended without written agreement between the GPG and the District.
2. **EXTRA WORK.** It is mutually understood and agreed that the District will compensate GPG for services resulting from significant changes in the General Scope of the Project or its design. These may include but are not necessarily limited to change in size, complexity, studies, reports, designs, documents or contract documents, or for preparation of documents for separate bids. Any such changes must be authorized by the Client, and must be mutually agreed upon by both the Client and GPG prior to beginning extra work.

At the written request of the Client, GPG shall perform such additional services as required by Client in addition to the General Scope of work covered by this Agreement. Fees for such services and a description of the work to be done shall be in writing as an addendum to this Agreement titled "CHANGE ORDER," signed by both GPG and the Client and upon which shall become part of this agreement.

Additional services will be billed at standard hourly rates and will commence only upon mutual agreement by the parties.

3. **RESPONSIBILITY OF THE CLIENT.** Client agrees to: (a) make available for GPG's use, all drawings, maps, soil data, etc. that are readily available to Client; (b) designate a person to act with authority on Client's behalf and respond in a timely manner to submissions by GPG, providing approvals and authorizations as appropriate so that work may continue at a normal pace; and (c) pay for authorized extra work.
4. **CODES AND STANDARDS.** GPG shall exercise usual and customary professional care and comply with codes, regulations, and laws in effect at the time services under this Agreement are rendered.
5. **WORKER'S COMPENSATION CERTIFICATION.** GPG shall have in effect during the entire term of this Agreement workers' compensation and employer's liability insurance providing full statutory coverage. In signing this Agreement, Contractor certifies, as required by Section 1861 of the California Labor Code, that (a) it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in

accordance with the provisions of the Labor Code, and (b) it will comply with such provisions before commencing the performance of work under this Agreement.

6. **LIABILITY INSURANCE.** Contractor shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Contractor and all of its employees/officers/agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractor's operations under this Agreement, whether such operations be by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or an agent of either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than: Comprehensive General Liability in the amount of \$1,000,000.
7. **DELAYS:** GPG is not responsible for delays caused by factors outside of their reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of any governmental or other regulatory authority to act in a timely manner, failure of the District to furnish timely information or approve or disapprove of GPG's services or work product promptly, or delays caused by faulty performance by District or by contractors of any level. GPG is responsible for delays to the extent they are caused by GPG.
8. **OWNERSHIP AND USE OF DOCUMENTS:** Pursuant to California Education Code 17316, subsection (a), all documents, plans, specifications, structural calculations, details, reports, record drawings, estimates, and data in any form (collectively hereinafter "Design Documents") prepared or furnished by GPG and/or GPG's independent professional associates and consultants pursuant to this Agreement shall be and remain the property of the District for the purposes of repair, maintenance, renovation, modernization, or other purposes, only as they relate to the project for which GPG was retained by this Agreement. District is not precluded from using the Design Documents related to the project for the purposes of additions, alignments, or other development on site. This Agreement does not transfer or waive GPG's copyrights in and to the ideas and designs shown or expressed within the Design Documents. GPG reserves all other common law, statutory, and other rights to the Design Documents.
9. **TERMINATION.** Within 30 days of the District's termination of GPG, the termination of the Project, or the suspension of the Project, District shall pay all fees and costs due and owing to GPG.
10. **CONSEQUENTIAL DAMAGES.** Notwithstanding any other provision of the Agreement, neither party shall be liable to the other for any consequential damages incurred due to the fault of the other party, regardless of the nature of such fault or whether it was committed by the District or GPG, their employees, agents, sub consultants or subcontractors unless the result of willful misconduct or gross negligence. Consequential damages include, but are not limited to, loss of use and loss of profit.
11. **ALTERNATIVE DISPUTE RESOLUTION.** In the event of any dispute between the Parties arising out of the subject matter of this Agreement, the parties agree to first resort to good faith negotiation and then mediation to resolve such dispute. If not resolved within ninety (90) days following the first such negotiation, the dispute shall be resolved by a general judicial referee pursuant to California Code of Civil Procedure Section 638(a) and 641-645.1. The general referee shall be a retired judge or other agreed upon referee with substantial experience in commercial matters and without any relationship to any party and have the power to hear motions in the same manner as a trial judge in the Superior Court. The general referee shall hear and determine all issues of fact and law and report a statement of decision pursuant Code of Civil Procedure Section 638(a). This shall constitute a waiver of any right either party may have to a jury trial. Each party shall bear its own attorneys' fees and costs incurred, provided that

said referee shall have the power to award to the prevailing party in any such reference all costs and expenses incurred by such prevailing party.

12. ENTIRE AGREEMENT. This Agreement contains the entire understanding and agreement of the parties with respect to the subject matter hereof, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Agreement. This Agreement supersedes any prior written or oral agreements between the parties.
13. SEVERABILITY. The provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions herein.
14. ASSIGNMENT. The rights and obligations of a party under this Agreement may not be assigned without the prior written consent of the other party.
15. AMENDMENT. No alteration, modification, amendment or other change of this Agreement shall be binding on the parties unless in writing and executed by District and GPG.
16. REMEDIES. In addition to any and all other rights a party may have available according to law of the State of California, if a party defaults by failing to substantially perform any provision, term or condition of this Agreement (including without limitation the failure to make a monetary payment when due), the other party may suspend further performance hereunder or terminate this Agreement by providing written notice to the defaulting party. Said notice shall describe in reasonable detail the nature of the default. The party receiving said notice shall have ten calendar days from the date of any such notice to cure the default(s) described therein.
17. GOVERNING LAW. This Agreement shall be construed in accordance with, and governed by the laws of the State of California. Any dispute arising out of this Agreement shall be resolved through a process as stated in paragraph 14, which shall be held in San Mateo County, California.