



ON-CALL OWNER REPRESENTATIVE - MASTER AGREEMENT

DATE: November 20,, 2025

OWNER: Christian County, Missouri
202 W. Elm Street
Ozark, Missouri 65721

OWNER REPRESENTATIVE (hereinafter NAVIGATE):

NAVIGATE Building Solutions, LLC
8419 Manchester Road
St. Louis, MO 63144

Cooperative Purchasing Agreement:

The Interlocal Purchasing Systems (TIPS): NAVIGATE Vendor #8613, Contract #240601 (KC)

PROJECT(s) (hereinafter Project)

As defined by each Task Order and authorized by the Owner.

SCHEDULE:

This master agreement is in effect from the date of origination until September 15, 2029 and may be extended by written authorization of the Owner. The schedule for services shall be defined by each Task Order.

SCOPE OF OWNER REPRESENTATIVE'S SERVICES:

For each Task Order NAVIGATE shall, in general, have primary management responsibility for the Project and shall coordinate all Project matters. As such, NAVIGATE shall serve as the Owner's Principal point of contract and liaison between the Architect, Engineers, Contractors and other consultants/vendors throughout each Project. NAVIGATE shall advocate for the Owner's interests in quality, timely and cost-sensitive design and construction while maintaining professional relationships with contractors.

NAVIGATE shall perform those specific services as defined by Task Order which may include some or all services identified on Exhibit B – Scope of Services.

OWNER'S RESPONSIBILITIES

The Owner shall identify a single representative authorized to act on the Owner's behalf with respect to the Project.

NAVIGATE is not providing the services of an Architect, Engineer, attorney, insurance agent or construction contractor under this Agreement. As such, the Owner shall retain all professional design consultants, architects, engineers, legal support and construction contractors required for the Project(s). In the role of Owner Representative, NAVIGATE does not assume any responsibility for design errors/omissions, preliminary project estimates or work performed by the design professionals, legal support and/or contractors contracted by the Owner.

The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

The Owner shall furnish all legal, insurance and accounting services, including auditing services that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

NAVIGATE makes no representations, warranties or promises of any kind with regard to whether or not the Project is eligible for receipt of incentives, grants, reimbursements or any other kind of monetary relief or assistance from any federal, state, local or other governmental agency. NAVIGATE shall be paid for its services regardless of whether the Owner receives any assistance from governmental agencies.

CLAIMS AND DISPUTES

NAVIGATE shall indemnify and hold harmless the Owner, together with its elected officials, employees, agents, architects and engineers, and authorized representatives, from and against any and all losses, suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, reasonable attorney fees, costs and expenses of whatsoever kind or nature whether arising before or after completion of the work and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part, by reason of any action, omission, fault or negligence whether active or passive of NAVIGATE, or of anyone acting under its direction or control or on its behalf in connection with or incidents to the performance of the Contract. The parties acknowledge that the Owner is a governmental entity entitled to certain immunities under the doctrines of sovereign, official, and governmental immunity. In no event shall the language of this Agreement constitute or be construed as a waiver or limitation of the Owner's rights or defenses regarding any applicable sovereign, governmental, or official immunities and protections provided by Federal and State Constitutional Law.

NAVIGATE and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement.

The Owner and NAVIGATE shall endeavor to resolve claims, disputes and other matters in question between them by mediation. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation.

The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the county where the Project is located unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. If the parties do not resolve a dispute through mediation, they shall litigate the dispute unless otherwise mutually agreed.

Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither party's individual employees, principals, officers, directors or members shall be subject to personal liability or damages arising out of or connect in any way to a Task Order / Project associated with this Agreement.

Notwithstanding any other provision of this Agreement, Owner agrees that, to the fullest extent permitted by law, NAVIGATE's total liability to the Owner for any and all injuries, claims, losses, expenses, damages, or claims expenses of any kind arising from any services provided by or through NAVIGATE under this Agreement, shall not exceed the amount of NAVIGATE's Insurance Limits. This limitation of liability shall apply to all phases of NAVIGATE services performed in connection with a Task Order / Project associated with this Agreement, whether subsequent to or prior to the execution of this Agreement.

INSURANCE

NAVIGATE shall provide insurance with the coverage stated below.

- a. Commercial General Liability Insurance: \$1,000,000 for all claims arising out of a single accident or occurrence and \$1,000,000 for anyone in a single accident or occurrence.
- b. Workers compensation Insurance: Per State Statutory Requirements
- c. Automobile Liability Insurance: \$1,000,000 for all claims arising out of a single accident or occurrence and \$1,000,000 for anyone person in a single accident or occurrence.
- d. Professional Liability Insurance: \$3,000,000 for each claim.
- e. Umbrella Liability Insurance: \$3,500,000 for each occurrence and aggregate.

TERMINATION OR SUSPENSION

If the Owner fails to make payments to NAVIGATE in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at NAVIGATE's option, cause for suspension of performance of services under this Agreement. If NAVIGATE elects to suspend services, NAVIGATE shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, NAVIGATE shall have no liability to the Owner for delay or damage caused by the Owner because of such suspension of services. Before resuming services, NAVIGATE shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of NAVIGATE's services. NAVIGATE's fees for the remaining services and the time schedules shall be equitably adjusted.

If the Owner suspends the Project, NAVIGATE shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, NAVIGATE shall be compensated for expenses incurred in the interruption and resumption of NAVIGATE's services. NAVIGATE's fees for the remaining services and the time schedules shall be equitably adjusted.

The Owner may terminate this Agreement, for any reason, upon not less than 60 days' written notice to NAVIGATE. In the event of termination, NAVIGATE shall be compensated for services performed prior to termination plus the cost of all staff assigned to your Project during the sixty-day notice period to cover re assignment costs.

EMPLOYMENT PROVISION

In the event that a NAVIGATE employee is solicited to work in a position as an employee of the Owner, and in the event that the NAVIGATE employee accepts the position of employment with the Owner, the following conditions will apply:

1. NAVIGATE will require a four-week notice period subsequent to the employee's written notice to NAVIGATE, and
2. The Owner will be required to pay an employment and restaffing fee of \$90,000 for the employee to NAVIGATE upon receipt of this notice.

If a former NAVIGATE employee shall be hired as an employee within 90 days of leaving NAVIGATE, there shall be a presumption that NAVIGATE employee was solicited to work as an employee of the Owner and the above fees shall be payable to NAVIGATE.

MISCELLANEOUS PROVISIONS

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or NAVIGATE.

Unless otherwise required in this Agreement, NAVIGATE shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

NAVIGATE shall from time to time provide estimates of the Project costs. Any such estimate shall be viewed as a projected cost and not a guaranteed cost.

NAVIGATE shall have the right to include photographic or artistic representations of the design of the Project among NAVIGATE's promotional and professional materials.

NAVIGATE shall not be responsible for the construction means, methods, techniques, sequences or procedures of the contractors, subcontractors or anyone else working on the Project. Other than NAVIGATE's own employees, NAVIGATE shall not be responsible for construction jobsite safety and health and is not administering, monitoring or enforcing any safety programs for the Project.



Any disputes between parties shall be governed by Missouri Law.

COMPENSATION

NAVIGATE shall be compensated a fixed fee amount set by Task Order. The Fixed Fee shall be based upon a mutually agreed upon staffing plan and the competitively established rates defined by NAVIGATE's – TIPS USA Cooperative Agreement.

Payments to NAVIGATE

Payments for services shall be made monthly in accordance with the percentage of work completed for each Phase and/or for time incurred. Payments are due and payable upon presentation of NAVIGATE's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the legal rate prevailing from time to time in the State of Missouri.

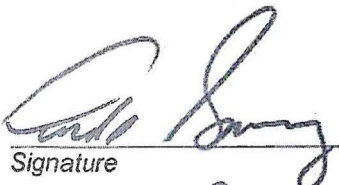
The Owner shall not withhold amounts from NAVIGATE's compensation to impose a penalty or liquidated damages on NAVIGATE.

SCOPE OF THE AGREEMENT

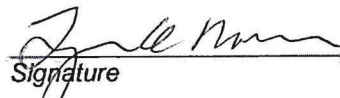
This Agreement represents the entire and integrated agreement between the Owner and NAVIGATE and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and NAVIGATE.

This Agreement is comprised of the following documents listed below:

1. Exhibit A – Not in use
2. Exhibit B – Scope of Services


Signature _____ Date 11-17-25
TOOD SHETNEY
Member

NAVIGATE Building Solutions, LLC.


Signature _____ Date _____
Name Lynn A. Morris
Title 11/20/25

Christian County, Missouri