

**MODIFICATION No. 5  
TO  
SAN RAFAEL CITY SCHOOLS  
INDEPENDENT CONSULTANT AGREEMENT  
FOR PROFESSIONAL SERVICES  
WITH DAVID R. CALLAHAN INSPECTIONS  
FOR CONSTRUCTION INSPECTION SERVICES AT  
GLENWOOD ELEMENTARY SCHOOL**

This Modification No. 5 ("Modification") modifies the Independent Consultant Agreement for Professional Services ("Agreement"), which was entered into by and between San Rafael City Schools ("District") and David R. Callahan Inspections ("Consultant") (together, "Parties") as follows:

**RECITALS**

WHEREAS, the parties entered into the Agreement effective as of September 17, 2018; and

WHEREAS, both parties wish to modify the services and compensation provided for in the Agreement; and

Now, THEREFORE, in consideration of the mutual promises and covenants set forth above and contained herein, the Parties agree as follows:

1. **Exhibit "A"** to the Agreement is deleted in its entirety and replaced with the document titled "Exhibit A" and attached to this Amendment.
2. In Section 4 of the Agreement ("Compensation"), "Three Hundred Fifteen Thousand, One Hundred and Sixty Dollars (\$315,160)" is deleted and replaced with "Three Hundred Twenty-Five Thousand, Nine Hundred and Sixty Dollars (\$325,960)".

3. Subsections 4.1.1 is deleted and replaced with:

4.1.1 San Pedro Elementary School Modernization and New Construction –

Increments 1 and 2 - \$77,040

Venetia Valley GR 1-5 Classroom Replacement and New MPR -

Increment 1 - \$42,800

Increment 2 - \$190,320

Venetia Valley K-8 Interim Housing Close-Out - \$1,000

Close-Out Services for previous Bond Program:

San Pedro Elementary School - \$2,000

Bahia Vista Elementary School - \$ 500

Davidson Middle School - \$1,500

Glenwood Elementary School Multi-Purpose Building - \$10,800

4. All other provisions of the Agreement shall remain in full force and effect and are reaffirmed. If there is any conflict between this Agreement and any provision of the Agreement relating to this Amendment only, the provisions of this Amendment shall control.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment.

By \_\_\_\_\_  
Michael Watenpaugh  
Superintendent  
San Rafael City Schools

\_\_\_\_\_  
Date

By \_\_\_\_\_  
David R. Callahan  
Principal

\_\_\_\_\_  
Date

### **Exhibit "A"**

Consultant's entire proposals are not made part of this agreement.

Services will include Inspector of Record ("IOR") Services for San Pedro Elementary School, Increments one (1) and two (2), Venetia Valley K-8 GR 1-5 Classroom Replacement and New MPR – Increments One (1) and Two (2), Glenwood Elementary School Multi-Purpose Building, and Close-Out Services for previous Bond Program Projects, including San Pedro Elementary, Bahia Vista Elementary, and Davidson Elementary. Services shall be performed per Department of State Architect ("DSA") and San Rafael City Schools ("SRCS") requirements.

David R. Callahan Inspection Services ("IOR") will perform services in connection with these project and will act as the Owner's project representative at the construction site with duties and authority substantially outlined in Title 24 CCR. On the basis of his observations, the Inspector will endeavor to guard the Owner against any apparent defects and omissions in the permanent work constructed by the Contractor, and the Inspector will not be responsible for the Contractor failure to execute the work in accordance with construction documents.

It is agreed that the Inspector will use his skilled judgement in selecting the times and places of observation with the intent of protecting the interest of the Owner to the best of his ability.