

## ***David R. Callahan Inspections***

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### **Proposal/Agreement**

This Proposal/Agreement is made on the 5th day of September, 2018, between San Rafael City School and David R. Callahan Inspection Service for the following projects:

San Pedro Elementary School/ DSA# 01-117480

Modernization/New Construction

David R. Callahan Inspection Service hereinafter will be called, Inspector, and the San Rafael City School will be called Owner. Owner and Inspector agree to the following terms and conditions as set forth below:

#### **Article I**

The Inspector agrees to perform services in connection with this 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's failure to execute the work in accordance with construction documents.

#### **Article II**

In recognition of the fact that the Inspector cannot be in all places on the project simultaneously, it is agreed that he will use his skilled judgment in selecting the times and places of observation with the intent of protecting the interest of the Owner to the best of his ability. It is agreed that the Inspector is not a Safety Inspector, and he shall have no duty to search out and report on site safety hazards.

#### **Article III**

Compensation of this project will include the following: Inspection Time, Job Related Meetings, Travel Time, and Office Time. Office Time will consist of Submittal Reviews, Pay Application Review, As-Built Drawing Review, and Plan Study. **The Owner agrees to compensate the Inspector at the rate of One Hundred (100.00) dollars per hr. Project will be based on a Six hours per day, with a Six (6) month calendar day duration with a lump sum not to exceed Seventy-Seven Thousand Forty (\$77,040.00) dollars. All additional hours or expenses will be pre-approved by the Owner. Any required Insurance policy cost will be reimbursed to the Inspector.**

At such times when the project is substantially completed, and when daily inspections are no longer

required during close out period, an hourly rate will be paid at One Hundred (\$100.00) dollars per hour with a three-hour minimum per site visit. Each monthly invoice shall include previously agreed upon expenses incurred. Each invoice shall be billed by the 30<sup>th</sup> day of the month. Invoices shall be due and payable within 25 days from the invoice date. Work hours will be with-in 7:00 AM to 5:00 PM Monday through Friday. All weekend work shall be paid at a rate of time and a half and shall be pre-approved by the Owner.

#### **Article IV**

The Owner agrees to furnish at his expense the following:

- Job site telephone (optional)
- Film and developing (if desired). The Owner retains the prints.
- Project plans, specifications, and all contract documents
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#### **Article V**

The Inspector agrees to furnish any of the following that may be needed:

- Inspection tools (moisture meter, decimeter, etc.)
- Cell phone
- Code books
- Postage
- Office supplies

#### **Article VI**

Either the Owner or the Inspector may terminate this Agreement at any time for any reason upon thirty-day advanced written notice to the appropriate party. In such an event, the Inspector shall be paid for satisfactory work performed to the date of termination.

#### **Article VII**

This Proposal/Agreement represents the entire and integrated agreement between the Owner and Inspector. This Proposal/Agreement supersedes all prior negotiations, representations, or agreements that were written or oral.

This Proposal/Agreement has been accepted by:

Owner \_\_\_\_\_ Date \_\_\_\_\_

Inspector \_\_\_\_\_ Date \_\_\_\_\_