

**MODIFICATION No. 3
TO
SAN RAFAEL CITY SCHOOLS
INDEPENDENT CONSULTANT AGREEMENT
FOR PROFESSIONAL SERVICES
WITH DAVID R. CALLAHAN INSPECTIONS
FOR CONSTRUCTION INSPECTION SERVICES AT
VENETIA VALLEY K-8**

This Modification No. 3 ("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"), "Seventy-Seven Thousand and Forty Dollars" (\$77,040) is deleted and replaced with "One Hundred Twenty-Four Thousand, Eight Hundred and Forty Dollars (\$124,840)".
3. Subsections 4.1.1 is deleted and replaced with:

4.1.1 San Pedro Elementary School Modernization and New Construction Project - Increments one (1) and Two (2) - \$77,040

Venetia Valley GR 1-5 Classroom Replacement and New MPR - Increment 1 - \$42,800

Venetia Valley 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

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, they are attached for reference.

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 - Increment 1, 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.

David R. Callahan Inspections

Phone: 408-209-5333 e-mail DRCallahanInspections@yahoo.com

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 30th 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
-

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 _____

David R. Callahan Inspections
Phone: 408-209-5333 e-mail DRCallahanInspections@yahoo.com

Proposal/Agreement

This Proposal/Agreement is made on the 28th day of September, 2018, between San Rafael City School and David R. Callahan Inspection Service for the following projects:
Venetia Valley Elementary School/ DSA# 01-117438
Site Work

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 Contractors 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 Four hour minimum per day, with a Five (5) month calendar day duration with a lump sum not to exceed Forty-Two Thousand Eight Hundred (\$42,800.00) 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 30th 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
-

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 _____

David R. Callahan Inspections

Phone: 408-209-5333 e-mail DRCallahanInspections@yahoo.com

Proposal/Agreement

This Proposal/Agreement is made on the 15 day of October, 2018, between San Rafael City School and David R. Callahan Inspection Service for the following projects:

Close out of DSA App#s 01-102777, 01-104122, 01-103876, 01-106189, 01-102958 and 01-106020. **San Rafael School District required documents are exempt for this proposal.**

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 Contractors 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 Forty (40) hours. With a lump sum cost of Four (4,000.00) Thousand 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 30th 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
-

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 *N. Daniel Calkins* Date *10/15/18*

David R. Callahan Inspections

Phone: 408-209-5333 e-mail DRCallahanInspections@yahoo.com

Proposal/Agreement

This Proposal/Agreement is made on the 15 day of October, 2018, between San Rafael City School and David R. Callahan Inspection Service for the following projects:

Interim Housing Completion

DSA# 01-117398

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 Ten (10) hours. With a lump sum cost of One (1,000.00) Thousand 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 30th 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
-

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 _____