

Knowland Construction Services

Fee Amendment No. 1

SCHOOL DISTRICT: Wm. S Hart Union High School District

INSPECTORS: Knowland Construction Services Proposes Glen Lowe
DSA Class I (or other IOR as approved by the District)

PROJECT: Sierra Vista Jr. High School Classroom Addition
Project – Amendment to Agreement P.O. #P19-00438

DURATION: Extension of Contract (October 1, 2018 to Projected
Completion Date to March 15, 2019)

RATE: \$73,600.00 (920 hours @ \$80.00 per hour)

PROJECT INSPECTOR AGENCY AGREEMENT AND CONTRACT DUTIES:

1. Knowland Construction Services agrees to provide for continuous inspection of work for compliance with approved contract documents. Project Inspector duties as outlined in Title 24, Part 1, Chapter 4, Sections 4-333 thru 4-342 California Code of Regulations, including DSA Interpretive Regulations A-6, A-7, A-8, and as incorporated in the following paragraphs.
2. Represent the District under the guidance of the designee of the District Superintendent.
3. Attend all planning, pre-construction conference, project meetings, or meetings as required by the District.
4. Monitor and observe all Special Inspections performed by the Districts contracted testing lab as required by the Testing and Inspections Sheet and as outlined in the Project Specifications. Maintain and update a log specifying hours spent on the project by special inspectors. Perform or monitor testing for Torque, Epoxy, Pull Tests and other tests as approved by the DSA Field Engineer. Knowland Construction Services shall assist in minimizing unnecessary costs for testing where possible.
5. The District & the Inspector, Knowland Construction Services, shall each defend and hold harmless each other against any losses, liabilities, damages, injuries, claims, costs, or expenses arising out of, or connected with the provisions of this agreement and the contract documents.

6. The Agreement shall begin upon written notice by a representative of the District and remain in effect continuously until project closeout, unless terminated in writing. Contract is intended to be an agency agreement and may be terminated in 30 days by either party with or without cause. This Agency Agreement shall be assignable to other schools within the District, and shall apply to other Inspectors as requested and approved by the District. The District shall not employ, contract, or engage in business or mutually beneficial relationships with Inspectors introduced to the District thru Knowland Construction Services for a period of two (2) years after the dissolution of any contracts thru Knowland Construction Services unless permission is granted prior to such relationships.
7. Knowland Construction Services shall maintain in effect a \$4 million general liability insurance policy, Workman's Compensation, and full liability auto insurance as required. District requests for additional insurances shall be paid additionally by the District at current market rates.
8. Wm. S. Hart Union High School District agrees to pay Knowland Construction Services the cost of project services billed at the rate as outlined in the fee schedule within 30 working days of receipt of invoice. Knowland Construction Services (Project Inspectors / Project Managers) shall provide all necessary cell phones, laptop computers, digital cameras, and equipment necessary to maintain proper documentation and administrative functions throughout the duration of the project. The District shall provide all utility lines, office space and furniture per the project specifications.
9. Knowland Construction Services shall provide to the District at the end of the project all project documentation in a professional format.
10. District shall be billed in (8) hour increments per day for the first (8) hours. When an IOR is on vacation or unable to be at the project for reasons beyond his reasonable control, a DSA certified Project Manager will be assigned to oversee the project, and shall be responsible for the accurate reporting of all activities to the Inspector of Record. Hours billed for inspection services shall include only hours worked in support of the project. IOR may work as many projects as reasonable during the eight hour billing increment. Other billing arrangements may be as agreed in writing by the District.
11. Knowland Construction Services shall provide the District documentation, including digital photos, testing documentation, daily reports, semi-monthly reports, and information which will provide the District an objective evaluation of the project history. This documentation will be turned in each month with invoices. Invoices shall not be paid by District until documentation is submitted to the District.

Dated: November 13, 2018

Dated: November ____, 2018

Christopher Knowland

Christopher Knowland – KCS
Knowland Construction Services

Agent – Wm. S. Hart Union High School District