

Dan Butler & Company Inspection Services

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Proposal and Agreement

This agreement is made this 8th day of June in the year Two Thousand Fifteen, between San Carlos School District the owner and Dan Butler Inspection Service for the following project Heather Elementary Two Portable class room buildings. Dan Butler & Company hereinafter called inspector and San Carlos School District hereinafter called Owner, agree as set forth below.

**Article I**

Inspector agrees to perform services in connection with this project and will act as the owners project representative at the construction site with duties and authority substantially and outlined in Title 24 CCR.

On the basis of his observations, inspector will endeavor to guard the owner against apparent defects and omissions in the permanent work constructed by the contractor, but does not guarantee the performance of the contractor.

Inspector will not be responsible for the Contractors failure to execute the work in accordance with the 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 the inspector will use his skilled judgments in selecting the times and places of observation with the intent of protecting the interests of the owner to the best of his ability. It is agreed the inspector is not a safety inspector and shall have no duty to search out and report on site safety hazards.

**Article III**

The Owner agrees to compensate the inspector a total sum of \$5,000.

Invoices shall include time for plan review, reporting and record keeping. Each monthly invoice shall also include any, previously agreed upon reimbursable expenses incurred and billed by the 1<sup>st</sup> day of the month. Invoices shall be due and payable within 30 days from the invoice date.

#### Article IV

Owner agrees to furnish at his expense the following:

- A. Job site telephone use ( for job related calls)
- B. If desired Film and Developing (prints retained by the owner)
- C. Job plans, specifications and all contract documents
- D. Job site office

#### Article V

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

Inspection tools, cell phone

Code books required on site

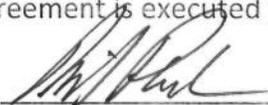
Vehicle expense, postage, and office supplies

#### Article VI

Either District or Inspector may terminate this Agreement at any time for any reason upon 30 days advance written notice to the other party. In such event, Inspector shall be paid for satisfactory work performed to the date of termination.

#### Article VII

This agreement represents the entire and integrated agreement between the Owner and the Inspector, and supersedes all prior negotiations, representations of agreements, written or oral. This agreement is executed the day and year written at the beginning of this agreement.

Owner 

Inspector Dan W Butler

6/12/15

06/08/2015

*ok WA 6/12/15*