



1863 ALAN DRIVE
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INSPECTORAFE@GMAIL.COM

October 25, 2023

Scott Jaffe
Director of Maintenance & Operations
Albany Unified School District
819 Bancroft Way
Berkeley, CA 94710
510 558-3751

Mr. Jaffe,

As we see the status of construction progress for the Cornell Elementary School Playground Improvements project in Albany, CA we would like to request an extension for the provision of additional inspection services, as our current contract expired on September 15, 2023

Based on the construction documents prepared by ARCHITECTNICA, email correspondence and the estimated schedule to complete the project, we have prepared this Inspection Services extension for you.

Our additional work and fees cover the period when the above mentioned Playground Improvements take place and when the Playground is open for the School District's use, starting **November 13, 2023** and ending on **December 15, 2023** only.

For this contract extension, F&G anticipates to spend in average about 4.00 hours a day, traveling, doing our field inspections, communicating with the principal in charge of the project, the general contractor and the School District as needed and writing daily & semi-monthly reports as required by the DSA.

F&G **proposes to do the inspections on a Time & Material basis**, with a minimum of 4 hrs. per visit to the site, plus mileage, **(not-to-exceed 13,000.00)**. Our current billing rate is **\$130.00/hr.**

Additional Services

Should the construction period estimated above extend significantly beyond the time as outlined on the preceding paragraph, **F and G** inspection services shall be compensated on an hourly basis as per our Standard Billing Rates, (\$130.00 per hour), until the Playground Improvements project has been completed

These additional services must be authorized in writing and signed by both **F and G Design/Drafting Services** and Albany Unified School District prior to the provision of the services.

Time and Scheduling

F and G Inspection Services shall commence inspections on **November 13, 2022** or as of the date of signature of this Memorandum, unless otherwise agreed herein in writing. **F and G** shall endeavor to perform the Inspection Services on a continuous basis and work under the general direction of the District and architect of record.

Compensation

F and G shall be compensated for the services outlined herein on an hourly basis at our Standard Hourly Rate. **F and G** shall bill for services on a monthly basis and shall keep the Client regularly informed of the progress of the work and the cost of services. All bills for services are due upon receipt and delinquent 30 days from the date of invoice. Unpaid balances older than 30 days shall earn interest at the rate of 1% per month.



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Termination of Services

This authorization shall continue until all Inspection services have been performed and the Playground Improvements project is complete & open for use by the District. This agreement may be terminated by written notice by either party for reasonable cause. **F and G** shall be entitled to compensation for all services performed up to the date of receipt of the termination notice, as per the Standard Billing Rates attached hereto. The Client may choose to temporarily suspend work on the project with written notice to the **F and G**. This memorandum will remain in force through any suspension of the work on the project until such time as the project is terminated or abandoned by the Client in writing. **F and G** shall have the right to suspend work on the project for non-payment of fees beyond thirty days past due, and shall commence work again in a timely manner when all past due fees have been received. **F and G** shall have the right to terminate this agreement for non-payment of fees beyond sixty days past due and shall be entitled to compensation for all services performed until the date of the notice of termination.

Superseding Agreements

Should the scope of services change significantly and/or should F&G and/or Albany Unified School District desire to modify the terms of engagement, this proposal may be superseded by a more extensive and inclusive agreement for services or by written amendments to this agreement.

Hope this proposal to provide additional Inspection Services is acceptable to you and the school district, please sign it and return it to our office at your earliest convenience, so we can make arrangements to continue providing the Additional inspection services for the above mentioned project. We look forward to continue working with you.

AGREED as of the date noted below,

Armando Franco.

October 25, 2023

Armando Franco
DSA Class 1 Certified Inspector
F and G Drafting Services

Date

Client: Scott Jaffe
Director of Maintenance & Operations
Albany Unified School District

Date