

**FIRST AMENDMENT TO INDEPENDENT CONTRACTOR AGREEMENT FOR  
DSA INSPECTOR SERVICES AT PVHS  
BETWEEN WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT AND  
STRUCTURE GROUPS**

THIS FIRST AMENDMENT to Independent Contractor Agreement (“First Amendment”) is made this Fourth day of October, 2018, by and between **West Contra Costa Unified School District**, a California public school district (“District”), and **Structure Groups** (“Inspector”). District and Inspector may be individually referred to herein as “Party” or collectively referred to herein as “Parties.”

**RECITALS**

**WHEREAS**, District and Inspector entered into an Independent Contractor Agreement for DSA Inspector of Record Services for Pinole Valley High School Campus Replacement (“Project”), dated as of June 20, 2016 (“Agreement”); and

**WHEREAS**, the Parties desire to amend the Agreement’s terms to modify the compensation, audit, subcontractors, and other provisions of the Agreement, pursuant to the terms of and as otherwise set forth in this First Amendment; and

**WHEREAS**, the Parties now mutually intend to amend the terms of the Agreement to effectuate the intentions of the Parties set forth herein this First Amendment;

**NOW THEREFORE**, for valuable consideration, receipt of which is hereby acknowledged, District and Inspector agree as follows:

1. Amended Compensation. Section 2, Scope of Work and Compensation, is hereby amended as follows:
  - 2.2 Inspector’s fee for the performance of Services at the Project shall be charged hourly as follows:
    - 2.2.1. Matt Kelly, Class 1 DSA Inspector; Ninety Dollars (\$90) per hour
    - 2.2.2. Edwin Silva, Class 2 DSA Inspector; Eighty Dollars (\$80) per hour
    - 2.2.3. Kenneth Keeler, Class 1 DSA Inspector; Eighty Dollars (\$85) per hour; for a total maximum-not-to-exceed fee of One Million Seventeen Thousand Three Hundred Sixty Dollars (\$1,017,360).
2. Amended District’s Right to Audit. Section 30, Audit, of the Agreement is hereby deleted in its entirety and replaced with the following:
  - 30. District’s Right to Audit**. District retains the right to review and audit, and the reasonable right of access to Inspector’s and any subcontractors’ premises to review and audit, the Inspector’s compliance with the provisions of this Agreement (“District’s Audit Right”). The District’s Audit Right includes the right to inspect, photocopy, and to retain copies, outside of the Inspector’s premises, of any and all Work-related records, documents and other information with appropriate safeguards, if such retention is deemed necessary by the District in its sole discretion. The District’s Audit Right shall also include the right to

interview current or former employees and subcontractors of Inspector with respect to matters or issues under audit. The information obtained pursuant to this section shall be disclosable to third parties as required by applicable law.

- 30.1 Inspector shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Inspector transacted under this Agreement. Inspector shall retain these books, records, and systems of account during the Term of this Agreement and for three (3) years thereafter.
- 30.2 Inspector shall, without limitation, permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Inspector and shall conduct audit(s) during Inspector's normal business hours, unless Inspector otherwise consents.
- 30.3 Inspector shall include audit provisions in any and all of its subcontracts, and shall ensure that provision is binding upon all subcontractors.
- 30.4 Inspector shall comply with these provisions within fifteen (15) days of the District's written request to review and audit any or all of Inspector's Work-related documents, records and information. The District's Audit Right and Inspector's compliance with the same, shall be at no additional cost to the District.
- 30.5 In the event the District's Audit Right, or an audit by the State Auditor, evidences payments to Inspector not in accordance with the provisions of this Agreement, Inspector shall immediately pay District the amount of said payments not in compliance in addition to all costs reasonably incurred by District in conducting an audit hereunder.
- 30.6 Inspector acknowledges and agrees that the District's Audit Right, pursuant to the foregoing provisions, shall apply to, and may be utilized by the District for the production of, any records or documents subject to disclosure under the California Public Records Act, Government Code § 6250 et seq. ("CPRA"), unless otherwise exempt, and which may include, but are not limited to, records or documents in the District's constructive possession but under Inspector's control regardless if created, sent, received, stored, or maintained in a personal account or device of Inspector or its employees, as prescribed by applicable law. In the event the District exercises District's Audit Right in response to or as part of a request under the CPRA, Inspector agrees to provide District with an affidavit, if and as needed or requested by District, within five (5) days of District's request therefor, that certifies Inspector's search for and production of responsive records subject to disclosure pursuant to the CPRA, if any.

3. Subcontractors. The following provision is hereby added to the Agreement as section 46:

**46. Subcontractors.** Inspector may contract for or employ at Inspector's expense, subcontractors to the extent deemed necessary for completion of its Services or Work, licensed as required by applicable law. The names of subcontractors and a detailed scope of Work to be performed by any subcontractors, shall be submitted to the District for approval prior to commencement of Services by a subcontractor. The District reserves the right to reject Inspector's use of any particular subcontractor. District shall not approve any invoice or application for payment submitted that includes costs for Services performed by a subcontractor that has not been approved by District. In the event Inspector contracts with or employs a subcontractor for the Work or Services, Inspector shall pay all subcontractor invoices within thirty (30) days of receipt or as otherwise agreed to by Inspector and the subcontractor, in compliance with applicable law; all Inspector payments to and records between its subcontractor(s) shall be subject to the audit provisions herein this Agreement. Nothing in the foregoing shall create any contractual relationship between the District and any subcontractor(s) employed by Inspector under the terms of this Agreement.

4. Miscellaneous. This First Amendment may be executed in any number of counterparts all of which when taken together shall constitute one and the same document. Except as expressly modified by this First Amendment, all other terms and provisions of the Agreement are and remain in full force and effect. This First Amendment shall be governed by and construed in accordance with the laws of the State of California.

*[SIGNATURES ON FOLLOWING PAGE]*

**ACCEPTED AND AGREED** on the date indicated below:

Dated: \_\_\_\_\_, 20\_\_

**West Contra Costa Unified School District**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

Dated: \_\_\_\_\_, 20\_\_

**Structure Groups**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_