

**MODIFICATION No. 1  
TO  
SAN RAFAEL CITY SCHOOLS  
INDEPENDENT CONSULTANT AGREEMENT  
FOR PROFESSIONAL SERVICES  
WITH GARY PROCTOR CONSTRUCTION CONSULTATION  
FOR SUPPLEMENTARY CONSTRUCTION INSPECTION SERVICES AT  
SAN RAFAEL HIGH SCHOOL (STADIUM)  
AS APPROVED BY SAN RAFAEL CITY SCHOOLS' BOARD OF EDUCATION ON  
MAY 9, 2017.**

This Modification No. 1 ("Modification") modifies the Independent Consultant Agreement for Professional Services ("Agreement"), which was entered into by and between San Rafael City Schools ("District") and Gary Proctor Construction Consultation ("Consultant") (together, "Parties") as follows:

**RECITALS**

WHEREAS, the parties entered into the Agreement effective as of June 26, 2017; 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. Section 2 of the Agreement ("Term") is deleted in its entirety and replaced with the following:
  2. **Term.** Consultant shall commence providing services under this Agreement on May 1, 2017 and will diligently perform as required and complete performance by June 30, 2018, unless this Agreement is terminated and/or otherwise cancelled prior to that time.
3. Section 4 of the Agreement ("Compensation") is deleted and replaced with the following, all subsections to Section 4 shall remain the same unless specifically changed by this Amendment:
  4. **Compensation.** District agrees to pay the Consultant, a "not to exceed" maximum sum of One Hundred Sixteen Thousand, Nine Hundred Seventy Dollars (\$116,970) on a time and materials basis, consistent with Consultant standard rates. District shall pay Consultant according to the following terms and conditions:

Payment for the Work shall be made for all undisputed amounts based upon the hourly billing provided by Consultant. Payment shall be made

within thirty (30) days after the Consultant submits an invoice to the District for Work actually completed and after the District's written approval of the Work, or the portion of the Work for which payment is to be made. The schedule of deliverable Services to be produced is as follows:

**San Rafael High School New Stadium: \$75,930**  
**San Rafael High School HVAC: \$20,520**  
**Terra Linda High School HVAC: \$20,520**

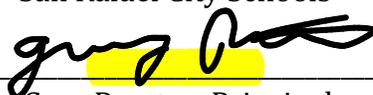
4. All other provisions of the Agreement shall remain in full force and effect and are reaffirmed. If there is any conflict between this Agreement and any provision of the Agreement relating to this Amendment only, the provisions of this Amendment shall control.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment.

By \_\_\_\_\_

Michael Watenpaugh  
Superintendent  
San Rafael City Schools

\_\_\_\_\_  
Date

By  \_\_\_\_\_

Gary Proctor, Principal  
Gary Proctor Construction Consultation

5.8.2018  
\_\_\_\_\_  
Date

**Exhibit "A"**  
Scope of Services

San Rafael City School District

Project: San Rafael High School New Stadium, DSA #21-H1 115533

Provide Inspector of Record ("IOR") inspection services for the above mentioned project per Department of State Architect and San Rafael City School District requirements.

Project Start: May 1, 2017

Project Complete: June 30, 2018

Hourly Rate: \$95.00

Saturday, Sunday, and Holiday Rate: \$142.50 if applicable