MODIFICATION No. 1
TO
SAN RAFAEL CITY SCHOOLS
INDEPENDENT CONSULTANT AGREEMENT
FOR PROFESSIONAL SERVICES
WITH STORMWATER SPECIALISTS, INC.
FOR SUPPLEMENTARY STORM WATER POLLUTION PREVENTION PLAN
SUPPORT AT
SAN PEDRO ELEMENTARY SCHOOL

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 Stormwater Specialists, Inc. ("Consultant") (together, "Parties") as follows:

RECITALS

WHEREAS, the parties entered into the Agreement effective as of June 1, 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, 2019, 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 Thirty-Three Thousand, Three Hundred Dollars ($33,300) 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:
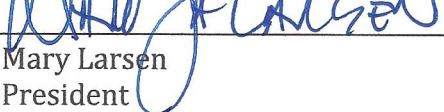
San Rafael High School New Stadium: **$14,660**
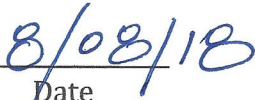**San Pedro Elementary School**   **$18,640**

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   Date
    Superintendent
    San Rafael City Schools

By_____   __8/08/18__
    Mary Larsen   Date
    President
    Stormwater Specialists, Inc.

Exhibit "A"
Scope of Services

San Rafael High School Stadium

Provide QSP/QSD support for Risk Level 1 Storm water Pollution Prevention Plan (SWPPP) in accordance with the Construction General Permit for the above referenced project, to include the following:

Scope to include the following:
- Weekly, Post & Quarterly Inspections
- Annual Report
- Notice of Termination at Project Completion

*Note: Inspections to continue until Notice of Termination is approved.

San Pedro Elementary School Construction and Modernization Project

Prepare Storm Water Pollution Prevention Plan

Provide one (1) electronic copy of Risk Level 1 Storm Water Pollution Prevention Plan (SWPPP) along with two (2) Manuals for project. Stormwater Specialists, Inc. to work with legally responsible person (LRP) to upload the SWPPP and PRDs onto SMARTS system. Scope includes preparation of the Notice of Intent (NOI) and LRP will certify the NOI and pay the NOI fee.

Scope to include the following:
- Prepare Storm Water Pollution Prevention Plan (SWPPP)
- Weekly, Pre & Post Inspections
- Annual Storm Water Report on SMARTS
- Notice of Termination Filing on SMARTS

*Note: Inspections to continue until Notice of Termination is approved.