

**MODIFICATION No. 1
TO
SAN RAFAEL CITY SCHOOLS
INDEPENDENT CONSULTANT AGREEMENT
FOR PROFESSIONAL SERVICES
WITH V. BILL ASBELL
FOR SUPPLEMENTARY DSA PROJECT INSPECTOR SERVICES 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 V. Bill Asbell ("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 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 Eighty-Seven Thousand, Five Hundred Dollars (\$87,500) 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:

Glenwood Elementary School:	\$67,500
San Pedro Elementary School	\$20,000

3. 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 Bill Asbell
V. Bill Asbell
Owner

8/9/2018
Date

Exhibit "A"

Scope of Services: Inspector of Record (IOR) Services for Glenwood Elementary School, Multi-purpose Building and San Pedro Elementary School, Increment 1 Site Work Project.

Consultant's entire proposals are **not** made part of this Agreement.

1. Glenwood Elementary School

Multi-Purpose Building
25 West Castlewood Drive
San Rafael, CA 94901

Consultant to provide inspection services for the above named project, including DSA and San Rafael City Schools requirements.

Proposed rate: \$100/hour, based on 45 weeks at 15 hours/week.

2. San Pedro Elementary School

Increment 1 Site Work
498 Point San Pedro Road
San Rafael, CA 94901

Consultant to provide inspection services for the above named project, including DSA and San Rafael City Schools requirements.

Proposed rate: \$100/hour, based on 20 weeks at 10 hours/week.

*Saturday, Sunday, and Holiday rate is \$165, if applicable.