

**AMENDMENT NO. 2 to:**

**INDEPENDENT CONSULTANT AGREEMENT FOR PROFESSIONAL SERVICES  
Between San Rafael City Schools And Chavan & Associates, LLP – Pre-Qualification  
Evaluation Services**

This Amendment No. 2 ("Amendment") amends the Independent Consultant Agreement for Professional Services ("Agreement"), which was entered into by and between San Rafael City Schools ("District") and Chavan & Associates, LLP ("Consultant") (together, "Parties") as follows:

**RECITALS**

**WHEREAS**, the Parties entered into the Agreement effective as of September 11, 2017;

**WHEREAS**, the Parties wish to amend the Agreement to allow Consultant to provide prequalification evaluation services for a larger number of prequalification applications, and to adjust compensation accordingly;

**NOW THEREFORE**, in consideration of the mutual promises and covenants set forth above and contained herein, the Parties agree as follows:

**AGREEMENT TO AMEND**

1. Section 2 ("Term") of the Agreement is amended to read in its entirety:
  2. **Term.** Consultant shall commence providing services under this Agreement on September 11, 2017, and will diligently perform as required and complete performance by June 15, 2018 unless this Agreement is terminated and/or otherwise cancelled prior to that time.
2. Subsection 4.1 shall remain unchanged, but Section 4 ("Compensation") of the Agreement is amended to read in its entirety:
  4. **Compensation.** District agrees to pay the Consultant for services satisfactorily rendered pursuant to this Agreement a fee of Two Hundred Fifty Dollars (\$250) per application processed, with Consultant's total fee not to exceed Nineteen Thousand, Seven Hundred and Fifty Dollars (\$19,750). District shall pay Consultant according to the following terms and conditions.

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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 the Amendment only, the provisions of this Amendment shall control.

**IN WITNESS WHEREOF**, the Parties hereto have accepted and agreed to this Amendment on the dates indicated below.

Dated: \_\_\_\_\_, 2018

**San Rafael City Schools**

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

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

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

Dated: May 21, 2018

**Chavan & Associates, LLP**

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

Print Name: Sheldon Chavan

Print Title: Partner