Project: Measure B: 2013 & 2014 Projects
Project No.: _____
Program ID No.: ___

AMENDMENT #9

PROGRAM & PROJECT MANAGEMENT SERVICES

SCOPE OF SERVICES

This "AMENDMENT" made and entered into this November 13th, 2012 by and between San Leandro Unified School District, a political subdivision of the State of California, herein called "District" and the "Consultant".

Harris & Associates, Inc.
Consulting Engineers
A California Corporation
1401Willow Pass R, Ste 500
Concord, CA 94520
Dana LeSher, Vice President

Whereas, the parties entered into an agreement on November 8th, 2006 whereby Consultant was to provide program and project management consulting services in connection with **Master Agreement for Program & Project Management Consulting Services** (Agreement); and subsequent Amendments;

Now therefore the parties agree to amend and modify the Agreement as follows:

1.0 DESCRIPTION OF THE AMENDMENT

This Amendment modifies the Agreement, Scope of Services Order #01, i.e. Amendment #01, under Scope of Services, Harris will now provide Program and Project Management consulting Services for the following Measure B Bond Program for the newly created projects denoted below:

NEW CONSTRUCTION PROJECTS/SITES	**Project Budget**
• Washington ES – Replacement Classrooms (*)	$2,300,000
• Lincoln HS – One (1) Large (Multi-Purpose) Classroom (*)	$828,000
	$3,128,000
RENOVATION & UPGRADE PROJECTS/SITES	
• District-wide - Seismic Report ┼	$66,500

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• District-wide – Priority parking lot repairs ┼	$500,000
• District-wide – Priority irrigation & grass repairs ┼	$500,000
• District-wide – School based health center ┼	$500,000
• District-wide – Middle school security cameras ┼	$200,000
• District-wide – Cafeteria table repairs ┼	$560,000
• Garfield ES Modernization – exterior doors (CM by others)	$76,000
• Jefferson ES Modernization – seismic, flooring, exterior doors(*)	$954,000
• Madison ES Modernization – HVAC, roofing, ADA, generator, restroom(*)	$3,335,000
• McKinley ES Modernization – skylights, seismic, windows (CM by others)	$520,000
• Monroe ES Modernization – seismic, exterior doors (CM by others)	$248,000
• Roosevelt ES Modernization – windows, exterior asphalt (CM by others)	$275,000
• Washington ES Modernization – windows, seismic (CM by others)	$340,000
• Wilson ES Modernization – doors, seismic, exterior concrete(CM by others)	$430,000
• Bancroft MS Mod – seismic, skylights, windows, doors (CM by others)	$2,295,000
• Muir MS Modernization – seismic, exterior doors (CM by others)	$1,650,000
• San Leandro HS – Open Space project (*)	$750,000
• San Leandro HS – Irrigation well Replacement (*)	$275,000
• San Leandro HS – Grading and Drainage project (*)	$2,690,789
• San Leandro HS Modernization – windows, skylights, doors, seismic (*)	$3,851,211
	$20,016,500
TOTAL OF NEW PROJECTS	**$23,144,500**

(*) Denotes projects where Harris also provides Construction Management services in addition to program & project management services

┼ Denotes projects where Harris is providing Program Management only; District is providing Project Management, Construction Management & Inspection

2.0 FEE FOR BASIC SERVICES

This Amendment modifies the Agreement, Article 3.4, due to the creation of new projects the Measure B Bond program is fee is being increased.

The total compensation prior to this Amendment was $8,875,281. This Amendment #9 scope of services will increase the fee in Article 3.4 by $1,364,753, so that the compensation shall not exceed $10,240,034 unless amended in writing, authorized, approved or ratified.

2.0 TIME OF COMPLETION

This Amendment modifies the Agreement, Article 5.4, due to the creation of new projects, the Measure B Bond program is extended by two (2) years as follows:

"5.4 The duration for these services is established to approximately eight (8) years. Upon approval of this by the Board of Education, the term of this Agreement will be from November 8, 2006 to March 15, 2015."

To the extent that this Amendment conflicts with any of the provisions of the Agreement, the terms and conditions of this Amendment shall have precedence. To the extent that any ambiguity or conflict is created by this Amendment as to the services and/or deliverables to be provided by the Consultant, the provision shall be given the interpretation most favorable to the District.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed this _____ day of _____, 20____.

Consultant	District
By: _____	By: _____
Dana LeSher, Vice President	