**Project**: Elementary Exterior Athletic
(all ES except Wilson ES)
**Project No**.: 13-02
**Program ID No**.: 660

# AMENDMENT #1

# ARCHITECTURAL SERVICES

This "AMENDMENT" made and entered into this January 16, 2013 by and between San Leandro Unified School District, a political subdivision of the State of California, herein called "District" and the "Architect".

*Deems Lewis McKinley, Inc.*
*77 Van Ness Ave, Ste. 300*
*San Francisco, CA*
*Wallace B. Gordon, Principal in Charge*

Whereas, the parties entered into an agreement on December 6th, 2011 whereby Architect was to provide architectural services in connection with **Elementary School Athletic** (Agreement); and

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

## 1.0 DESCRIPTION OF THE AMENDMENT

This Amendment modifies the Agreement, Article 8.2, Additional Services and Article 9.2, as it relates to additional services requested for the civil survey services at seven (7) elementary school sites, specifically partial topographic survey, including features, locations and elevations.

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 Architect, the provision shall be given the interpretation most favorable to the District.

## 2.0 FEE FOR BASIC SERVICES

The original Agreement was in the amount of $466,500.

This Amendment modifies the Agreement, Articles 5.1, 5.2 & 5.3 by adding an additional fixed fee of $22,904 ($3,000 + $272 for reimbursable expenses = $3,272 x 7 elementary school sites =

$22,904) for a new Lump Sum Fixed Fee in the amount of $489,404.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed this _____ day of _____, 2013.

| Architect | District |
|---|---|
| By: _____ | By: _____ |
| Wallace B. Gordon, Principal | Song Chin-Bendib, Assistant Superintendent For Business and Operations |