Project: Adult School Phase 3
Project No.: 13-16
Program ID No.: 781

AMENDMENT #1

TO THE PIGGY BACK CONTRACT

FOR THE

ADULT SCHOOL PHASE III

This "AMENDMENT" made and entered into this August 13, 2013 by and between San Leandro Unified School District, a political subdivision of the State of California, herein called "District" and the "Modular Manufacturer":

Enviroplex, Inc.
4777 E. Carpenter Rd
Stockton, Ca. 95215
Glenn Owens, President
209-466-8000 ph
209-461-6555 fax

Herein called "Enviroplex",

Whereas, the parties entered into an Agreement on 22nd of May, 2013 whereby Enviroplex was to provide a modular classroom in connection with the project known as **San Leandro Adult School Phase III,** under the Piggyback Contract with New Jerusalem Elementary School District. These services were not included in the original Agreement because the scope of work has been modified during the construction document phase.

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

1.0 DESCRIPTION OF THE AMENDMENT

This Amendment modifies the Agreement, Exhibit B (Pricing Matrix).

Exhibit B shall be expanded to include items incorporated in the DSA submittal as follows:

Include Additive and Deductive scope changes and the Owner-Controlled Deductive Allowance per Enviroplex Change Order Proposal No. 1 dated July 3, 2013.

2.0 COMPENSATION

In Exhibit B add **$37,674.00** in Additive and Deductive scope changes that are incorporated in the DSA submittal; and deduct the **$25,501.00** Owner-Controlled Allowance for a net change of **$12,173.00** for this Amendment No. 1. By this Amendment No. 1, the total Contract amount is adjusted from $225,000.00 to **$237,173.00**.

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 Modular Manufacturer, 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 August 13, 2013.

Contractor_____	District_____
By: Glenn Owens, President Enviroplex, Inc.	**By:** Song Chin-Bendib Assistant Superintendent of Business and Operations