Project: Elementary School Athletic Projects
Project No.: 13-02
Program ID No.: 660

AMENDMENT #5

ADDITIONAL CONSULTING SERVICES

This "AMENDMENT" made and entered into this August 6th, 2013 by and between San Leandro Unified School District, a political subdivision of the State of California, herein called "District" and the "Engineer".

Fugro Consultants, Inc.
1000 Broadway, Suite 440
Oakland CA. 94607
Ronald Bajuniemi, Principal Consultant
510-267-4448

Whereas, the parties entered into an agreement on 5th, of April, 20ll, whereby Consultant was to provide Geotechnical, Special Inspection & Testing Services in connection with projects known as Measure M will now provide additional services. These services were not included in the original agreement because the true scope of work has only now been fully defined so the associated fee can be estimated.

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 I, (Services Consultant Agrees To Perform), Exhibit A (Project Description and Schedule), Article 3a (Compensation).and Exhibit C, due to additional services requested for the monitoring, testing and special inspections as required.

This Amendment provides for the additional testing and special inspection services at Special Inspection and Testing for Eight (8) Elementary School projects as defined in Fugro Consultants, Inc.'s proposal dated July 2nd , 2013.

Exhibit A services shall be expanded as follows:

1. Geotechnical Engineering Field Services
2. Laboratory Testing
3. Office Services
4. Special Inspections

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 COMPENSATION

In Article 3 and in Exhibit 3 add $144,018, as follows:

Garfield ES = $18,270
Jefferson ES = $18,270
Madison ES = $17,483
McKinley ES = $17,911
Monroe ES = $17,483
Roosevelt ES = $17,911
Washington ES = $18,470
Wilson ES = $18,270
Total Amendment #5 = $144,018

This Amendment brings the total Not To Exceed Fee to a total fee of $527,013.

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

Consultant

By: _____

Ronald Bajuniemi, Principal Consultant
Fugro Consultants, Inc.

District

By: _____

Song Chin-Bendib, Assistant Superintendent
For Business and Operations