Project: Madison ES-DO/IMC HVAC Roof
Project No.: 13-04
Program ID No.: 780

AMENDMENT #9

ADDITIONAL

ARCHITECTURAL SERVICES

FOR

MADISON ES-DO/IMC
HVAC-ROOF PROJECT

FOR THE

SAN LEANDRO UNIFIED SCHOOL DISTRICT

This "AMENDMENT" made and entered into this **August 20, 2013** by and between San Leandro Unified School District, a political subdivision of the State of California, herein called "District" and the "Consultant".

SIM Architects, Inc.
433 California St., Suite 620
San Francisco, CA. 94104

Principal: Eugene Sim
License No: 26432
Telephone No.: 415 362-8081
Fax No.: 415 362-8082
E-mail address: esim@simarchitectsinc.com
Taxpayer Identification No.: 94-3353292

Herein called "Architect",

Whereas, the parties entered into an agreement on 28 February, 2008 and; whereby architectural services shall be provided for the projects known as *Renovations and Upgrades to the Wilson Elementary School* and will now provide additional services.

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

Provide programming and space planning services at the District Office and Instructional Materials Center Buildings based on permanent workstation needs for the move back following Madison ES-District Office/IMC HVAC Roofing project.

1.0 DESCRIPTION OF THE AMENDMENT

This amendment modifies the Agreement, Article 1 (Services Consultant Agrees to Perform), Exhibit A (Project Description and Schedule), and Article 3a (Compensation). Exhibit A services shall be expanded to provide additional Architectural services, specifically related to the following scope:

1. **Provide programming and space planning services at the District Office and Instructional Materials Center Buildings based on permanent workstation needs for the move back following Madison ES-District Office/IMC HVAC Roofing project.**

2. **Assist District with inventory of existing and new work stations.**

3. **Develop new furniture layout plan for permanent workstations in the District office**

2.0 COMPENSATION

Compensation for the Additional Services described in this Amendment is an amount of **Not-to-Exceed $10,000.** This increases the total compensation approved under the Agreement, including this Amendment and all previous Amendments, to a new lump sum amount of **$1,068,816.**

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.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed this _____ Day of January 2014.

Architect	District
_____	_____
Eugene Sim	Song Chin-Bendib, Associate Superintendent
Principal in Charge	Business & Operations