Project: Madison ES, Wilson ES, Muir MS LLB
Project No.: 14-08, 14-07, 14-12
Program ID No.: Msr B/775, 769, 764

**AMENDMENT No. 1**

**TO THE**

**MASTER SITE LEASE & MASTER FACILITIES LEASE LEASE-LEASEBACK CONTRACT**

**FOR**

**ADDITIONAL CONSTRUCTION SERVICES**

**AT**

**WILSON ELEMENTARY SCHOOL & MUIR MIDDLE SCHOOL**

**FOR THE**

**SAN LEANDRO UNIFIED SCHOOL DISTRICT**

This "AMENDMENT" made and entered into this **September 9, 2014** by and between San Leandro Unified School District, a political subdivision of the State of California, herein called "District", and the "Developer"

*Jeff Luchetti Construction, Inc.*
*70 Stony Point Road, Suite D*
*Santa Rosa, CA. 95401*

*President: Jeff Luchetti*
*License No: 761270*
*Telephone No.: (707) 527-5788*
*Fax No.: (707) 542-7718*
*E-mail address: jeffl@jlcbuild.com*

Herein called "Contractor",

Whereas, the parties entered into a Lease-Leaseback Agreement on June 24, 2014, herein called "Agreement", and; whereby construction services shall be provided for the projects known as ***Turf and Parking Lots at Madison Elementary School, Wilson Elementary School, and Muir Middle School*** and will now provide additional services at Wilson ES and Muir MS.

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

***Provide construction services for the Phase II Parking Lot Improvement Project at Wilson ES and Muir MS, a Measure B Modernization Savings Project.***

## 1.0 DESCRIPTION OF THE AMENDMENT

This amendment modifies the Agreement Exhibits as follows:

Exhibit A – *Description of School Site*, No change.
Exhibit B – *Description of Project Sites*, **See Exhibit B-4.**
Exhibit C – *Guaranteed Project Cost*, **See Exhibit C-1**.
Exhibit D – *General Construction Provisions*, No changes.
Exhibit E – *Memorandum of Lease Commencement Date*, No change.
Exhibit F – *Construction Schedule*, **See F-4 and F-5.**
Exhibit G – *Schedule of Values*, **See G-4 and G-5.**
Exhibit H – *Agreement for Preliminary Services*, No change.
Exhibit I – *Certificates and Bonds and Div. 01*, No change.
Exhibit J – *Plans, Specs, and Drawings*, **See Exhibit J-1**.
Exhibit K – *Revisions to Contract Documents*, No change.

Services shall be expanded to provide additional construction services, specifically related to the following scope:

***The Phase II Parking Lot Improvement Project at Wilson ES and Muir MS, including the Drop-Off & Front Parking at Wilson ES; the East Lot, West Lot, & Fire Lane at Muir MS.***

## 2.0 COMPENSATION

Compensation for the Services described in this Amendment is an amount of **$1,172,582 for additional construction services.** This increases the total compensation approved under the Agreement, including this Amendment and all previous Amendments, to a new lump sum amount of **$2,391,807.00.**

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 Contractor, 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 October 2014.

| Contractor | District |
|---|---|
| _____ | _____ |
| Jeff Luchetti | Mike McLaughlin, Ed.D. |
| President | Superintendent |