**Project**: Measure M 2016 Projects
**Project No.**: _____
**Program ID No.**: ___

**AMENDMENT #5**

**PROGRAM & PROJECT MANAGEMENT SERVICES**

**SCOPE OF SERVICES**

This "AMENDMENT" made and entered into this May 10, 2016 by and between San Leandro Unified School District, a political subdivision of the State of California, herein called "District" and the "Consultant".

*Harris & Associates, Inc.*
*Consulting Engineers*
*A California Corporation*
*1401Willow Pass R, Ste 500*
*Concord, CA 94520*

Whereas, the parties entered into an agreement on January 25th, 2011 whereby Consultant was to provide program and project management consulting services in connection with **Master Agreement for Program & Project Management Consulting Services** (Agreement); Whereas, the parties modified the agreement with Amendment #3;

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

## 1.0 DESCRIPTION OF THE AMENDMENT

This Amendment modifies the Agreement, under Scope of Services, so that Harris will now provide Program and Project Management consulting Services for the following Measure M Bond Program for an extended period of time to services revised scopes on projects denoted below. Harris will provide under this Amendment for Measure M:

**Measure M Bond**

- Support fiscal year 2015/2016 bond program-wide financials thru 6/30/16
- Review and advise District on non-School Facility Program funding applications
- Extend construction management services on fencing projects; Muir AC closeout

Specifically, as requested, the primary tasks that Harris proposes to assist the District on are:

.:

- Provide program and project commitment and expenditure information from the *AccountAbility* cost tracking system to District, so the District's Business Office can make the corresponding budget transfers and journal entries in the general ledger *Escape* system, to reconcile the systems.

- Provide support by reviewing information provided by District on non-School Facilities Program (SFP) funding applications and grants that were independently prepared and submitted by District, such as QZAB, California Solar Initiative (CSI) Prop 39 and HRSA. *Note: SFP funding applications that were submitted by School Facilities Consultants (SFC) and final expenditure reporting reviewed/prepared by Harris have been by accepted by OPSC and have cleared all audits.*

- Provide extended construction management support on the remaining security fencing projects, closeout of the Muir MS AC project and the suspension actions for the McKinley ES HVAC project.

## 2.0 FEE FOR BASIC SERVICES

This Amendment modifies the Agreement, Article 3.4; the total compensation prior to this Amendment was $2,496,139. This Amendment #5 scope of services will increase the fee in Article 3.4 by a total of $112,273, so that the compensation shall not exceed $2,608,412 unless amended in writing, authorized, approved or ratified.

**San Leandro USD - Measure M - Program Management Services**
**Harris & Associates - Amendment #5**

| | rate | hours **April** | hours **May** | hours **June** | total hours **4/1-6/30/16** | | |
|---|---|---|---|---|---|---|---|
| Kurt Weidmann | $195 | 16 | 64 | 64 | 144 | hrs | $28,080 |
| Rocco Colicchia | $178 | 8 | 8 | 8 | 24 | hrs | $4,272 |
| John Howell | $165 | 168 | 168 | 0 | 336 | hrs | $55,440 |
| Claudia Costa | $78 | 168 | 168 | 176 | 512 | hrs | $39,936 |
| | | | | | | | $127,728 |
| Remaining fee (from last amendment #4) | | | | | | | $15,455 |
| Proposed new Amendment #5 amount | | | | | | | **$112,273** |

**Project**: Measure M 2016 Projects
**Project No.**: _____
**Program ID No.**: ___

## 2.0 TIME OF COMPLETION

This Amendment modifies the Agreement, Article 5.4, due to the creation of new projects; the Measure M Bond program is extended by two (2) months as follows:

"5.4 This amendment is based upon the District making projects and schools available for construction. The time line for consulting services included in this proposal is based upon the assumption that all construction work performed by District's contractors is complete by May 13, 2016. Upon approval of this by the Board of Education, the term of this Agreement will be extended from April 30th, 2016 to June 30th, 2016."

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 Consultant, 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 _____, 20____.

| Consultant | District |
|---|---|
| By: _____ | By: _____ |
| Kurt Weidmann, Deputy Practice Leader | |