PROJECT ADDENDUM 001
TO
MASTER AGREEMENT FOR CONSULTANT SERVICES

This Project Addendum to the Master Agreement for Consultant Services ("**Addendum**") is made as of **May 09, 2018**, and forms a part of the Master Agreement for Consultant Services between **San Leandro Unified School District**, a California public school district ("**District**") and **Geo-Engineering Solutions, Inc.** ("**Consultant**") (collectively "Parties") dated on **August 01, 2017** ("**Agreement**"). This Addendum incorporates Services to be performed by Consultant for the following project(s) ("**Project**"):

> **Provide utility location services to the San Leandro Unified School District for the proposed new modular buildings at Wilson, Garfield, McKinley, Roosevelt, Washington and Jefferson Schools.**

This Addendum modifies the Agreement as stipulated herein. By signing where indicated below, each party acknowledges and accepts the modifications as indicated in this Addendum. All other terms and conditions of the Master Agreement shall remain in full force and effect.

Article 1. Consultant Staff

1.1 The Consultant has been selected to perform the Services herein because of the skills and expertise of key individuals.

1.2 The Consultant agrees that the following key people in Consultant's firm shall be associated with the Project in the following capacities:

Principal in Charge: Eric J. Swenson

1.2.1 The Consultant agrees to contract for or employ at Consultant's expense, the following Consultant(s) to be associated with the Project in the following capacities:

GeoTech Utility Locating

1.3 The Consultant shall not change any of the key personnel or Consultants listed above without prior written approval by District, unless said personnel cease to be employed by Consultant. In either case, District shall be allowed to interview and approve replacement personnel.

1.4 If any designated lead or key person fails to perform to the satisfaction of the District, then upon written notice the Consultant shall have five (5) days to remove that person from the Project and replace that person with one acceptable to the District. All lead or key personnel for any Consultant must also be designated by the Consultant and are subject to all conditions previously stated in this paragraph.

1.5 Consultant represents that the Consultant has no existing interest and will not acquire any interest, direct or indirect, which could conflict in any manner or degree with the performance of Services required under this Agreement and that no person having any such interest shall be employed by Consultant.

1.6 Consultant shall comply with Education Code section 17302(a) and agrees that any plans and/or specifications included in the Services shall be prepared under the supervision of licensed personnel, and that licensed personnel shall be in "responsible charge" of persons who observe the construction.

2. Schedule of Services

2.1 The Consultant shall commence Services under this Agreement and shall perform the Services diligently as described in **Items "4, 5 and 6,"** (below) so as to proceed with and complete the Services in compliance with the schedule. Time is of the essence and failure of Consultant to perform Services on time as specified in this Agreement is a material breach of this Agreement. It shall not be a material breach if a delay is beyond the Consultant's and/or its consultant(s)' reasonable control.

3. Fee and Method of Payment

3.1 District shall pay Consultant for all Services contracted for under this Agreement, and subject to the terms of this Agreement, an amount equal to the following ("Fee"):

Lump Sum Total NTE: $32,580.00

3.2 Regardless of the structure of Consultant's Fee, the Consultant's Fee will be adjusted downward if the Scope of Services of this Agreement is reduced by the District in accordance with this Agreement. District shall pay for Services authorized and performed prior to the notice to Consultant of a reduction as indicated here.

4. Meetings / Site Visits / Workshop

Add the following to indicate the number of meetings for each Phase indicated in the following sections:

4.1 Meetings During Preliminary Planning Phase (one (1) meeting (s)).
4.2 Initial Site Visits as required.

5. Criteria and Billing for Extra Services

The following rates, which include overhead, administrative cost and profit, shall be utilized in arriving at the fee for Extra Work and shall not be changed for the term of the Agreement, unless agreed to in writing by the Parties and approved by the District's Board.

LUMP SUMS	
Jefferson Elementary School	**$3,245.00**
McKinley Elementary School	**$4,345.00**
Washington Elementary School	**$4,345.00**
Roosevelt Elementary School	**$8,745.00**
Garfield Elementary School	**$7,950.00**
Wilson Elementary School	**$3,950.00**
TOTAL	**$32,580.00**

6. Schedule of Work

Add the following to indicate the schedule for Consultant's performance of the Project:

	Date to be Completed **<u>OR</u>** **Days for Completion Based on Authorization to Move to Next Phase**
May 31, 2018	

IN WITNESS WHEREOF, the parties hereto have executed this Addendum on the date(s) indicated below.

Dated: _____, 20___	Dated: _____, 20___
San Leandro Unified School District	**Geo Engineering Solutions, Inc.**
Signature: _____	Signature: _____
Print Name: Aaron Kerrigan	Print Name: Eric Swenson
Print Title: Director of Facilities & Operations	Print Title: Principal Engineer

GEO-ENGINEERING SOLUTIONS, INC.
2570 San Ramon Valley Blvd., Suite A102
San Ramon, CA | 925-433-0450

April 11, 2018

Attention: Mr. Ridge Green

Subject: ***Proposal for Utility Location***
Planned Elementary School Building Locations
Wilson, Garfield, McKinley, Roosevelt, Washington, and Jefferson Elementary Schools
San Leandro CA
Geo-Eng Project No. 13-1074

Dear Mr. Green:

Geo-Engineering Solutions Inc. (Geo-Eng) has prepared this proposal to provide utility location services to the San Leandro Unified School District for the proposed new classroom buildings at Wilson, Garfield, McKinley, Roosevelt, Washington, and Jefferson Elementary Schools. Garfield Elementary School. This proposal is based on a review of plans provided by you as well as conversations and emails with you. In performing this work, we will utilize our sub-consultant, Geo-Tech Utility Locating, to assist with the location and preparation of the plans for this effort.

Scope of Work
In accordance with your request, we will field locate utilities within the planned building envelope based on preliminary planning and sketches which have been provided by you. If utilities are encountered within the building envelope, we will attempt to locate and identify the location of manholes nearby that the utility traces to. In addition to field marking, we will provide a sketch of the utility location using Google Earth Imagery as a base map. The attached sub consulting agreement provides more explicit details on the scope and limitations of the methods we will employee. We note that if utilities are located within the planned building envelope, additional efforts such as pot-holing and accurate field surveys may be required which would involve the project civil engineer and land surveyor. This scope is not included in the present effort.

Summary of Fees
We will perform our proposed base scope of work presented herein for the following lump Sum Fees:

Scope Item	Amount	Fee Basis
Utility Location at Elementary School Sites		
Jefferson Elementary	$ 3,245.00	Lump Sum
McKinley Elementary	$ 4,345.00	Lump Sum
Washington Elementary	$ 4,345.00	Lump Sum
Roosevelt Elementary	$ 8,745.00	Lump Sum
Garfield Elementary	$ 7,950.00	Lump Sum
Wilson Elementary	$ 3,950.00	Lump Sum
Total – Utility Location Studies	**$32,580.00**	Lump Sum

Schedule
The utility location work has started the week of April 9, 2018 and we anticipate that the work take approximately 1 week in the field and 2 to three weeks in the office. We understand that Wilson and Garfield Elementary Schools are the highest priority schools and we will make every effort to perform these first.

We anticipate that the services will be provided in accordance with our master services agreement with the district and a task order will be issued in accordance with the terms of our agreement. If you have any questions regarding this proposal, please contact the undersigned at eswenson@geo-eng.net or (925) 433-0450. We greatly appreciate the opportunity to provide this proposal to the San Leandro Unified School District.

Sincerely,
GEO-ENGINEERING SOLUTIONS, INC.



Eric J. Swenson, G.E., C.E.G.
Principal Engineer/ Engineering Geologist

Distribution: Mr. Ridge Greene, RGM and Associates (Ridge@rgmassociates.com)
Attachment: Geo-Tech Locating Proposal dated 4/2/2018