

**AMENDMENT No. # 1 TO
AGREEMENT FOR CONSTRUCTION MANAGEMENT SERVICES**

This Amendment to Agreement for Construction Management Services (“Amendment”) is made and entered into between San Jose Unified School District (“District”) and Van Pelt Construction Services (“Construction Manager”) (collectively “Parties”; “Party” shall refer to Construction Manager and/or District).

RECITALS

- A. WHEREAS, Construction Manager and District entered into a written Agreement for Construction Management Services on or about December 8th, 2016, identified as Project 80012 Safety and Security Upgrades (“Agreement”):
- B. WHEREAS, The original agreement was based on preliminary construction programming information which has since been augmented and clarified. The Amendment includes additional staffing due to increased scope requiring longer preconstruction, bidding, construction and closeout periods; and
- C. WHEREAS, it is now the desire and intention of the Parties to amend the Agreement as indicated in this Amendment,

NOW, THEREFORE, in light of the foregoing facts and in further consideration of the promises and agreements of the Parties set forth herein below, it is mutually agreed as follows:

TERMS AND CONDITIONS

- 1. The amount reflected in Article 6 of the Agreement, Five Hundred Twenty Thousand Five Hundred Ninety Dollars (\$520,590) shall be replaced with Seven Hundred Thousand Nine Hundred Fifty Dollars (\$700,950).
- 2. The project description in Exhibit A, section 1, is now revised to include the rekeying at 41 sites, closeout and reconciliation of Project 80010, an additional phase of security cameras and exterior lighting, the separation and re-addressing of alarm points.
- 3. The Schedule of Work reflected in Exhibit C of the Agreement listed under “Schedule of Work” shall be replaced with:

The scope of work includes multiple bid packages ranging from purchase orders to formal bids. The phases of work are overlapping because of the delivery format. Pre-Construction July 2016 to Fall 2017, Bidding July 2016 to Fall 2017, Construction August 2016 to Summer 2018, Closeout April 2017 to Summer 2018.

- 4. The Parties acknowledge that this Amendment is subject to approval or ratification by the District Board of Education (“Board”). In the event that the Board rejects this Amendment, none of the Parties shall be deemed to have waived any rights with respect to the Agreement.
- 5. All other provisions of the Agreement shall remain in full force and effect and are reaffirmed. If there is any conflict between this Amendment and any provision of the Agreement, the provisions of this Amendment shall control.

IN WITNESS WHEREOF, the Parties have accepted, agreed, and executed this Amendment on the date(s) specified on the next page.

