

**AMENDMENT No. 3 TO
AGREEMENT FOR CONSTRUCTION MANAGEMENT SERVICES**

This Amendment to Agreement for Construction Management Services ("Amendment") is made and entered into between San José Unified School District ("District") and Blach Construction Company ("Construction Manager") (collectively "Parties"; "Party" shall refer to Construction Manager and/or District).

RECITALS

WHEREAS, Construction Manager and District entered into a written Agreement for Construction Management Services on or about November 12, 2015 for Z0482 District Office Remodel ("Agreement"); and

WHEREAS, The Agreement was last amended on or about March 1, 2017 amending the scope of services, contract fee and schedule; and

WHEREAS, Since the aforementioned amendment the scope has increased to include a replacement of the fire alarm system and Phase 5 changes; and

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 6.1 of the Agreement shall be replaced with One Million Four Hundred Seventeen Thousand Three Hundred Four Dollars (\$1,417,304) rather than One Million Three Hundred Thirty Seven Thousand Three Hundred Four Dollars \$1,337,304.
 - 1.1. The increased compensation in this section shall be added to the value of the Construction Phase in the Construction Manager's schedule of values and billed in accordance with the terms of the Agreement.
2. 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.
3. 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 below.

Dated: _____, 2017

SAN JOSÉ UNIFIED SCHOOL DISTRICT

By: _____

Print Name: Florence Eng
Print Title: Director, Business Support Services

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Dated: 25 SEP 17, 2017

BLACH CONSTRUCTION COMPANY

By:  _____

Print Name: Dave Finn
Print Title: Project Executive