

**FIRST AMENDMENT TO
AGREEMENT
BY AND BETWEEN
RAVENSWOOD SCHOOL DISTRICT
AND LEWIS & TIBBITTS, INC.**

This First Amendment (“Amendment”) is made by and between the Ravenswood City School District, a public school district organized and existing under the laws of the State of California (“District”), and Lewis & Tibbitts, Inc., a corporation (“L&T”). The District and L&T are individually referred to as a “Party,” and collectively referred to as “Parties.”

RECITALS

WHEREAS, the District is the owner of certain real property located at 620 Willow Rd, Menlo Park, California (the “Site”), commonly known as Willow Oaks Elementary School.

WHEREAS, on or about April 24, 2019, the District invited bids for a project consisting of modifications to the kindergarten playground located at the Site.

WHEREAS, on or about June 27, 2019, the Board of Trustees ("The Board") approved the bid submitted by L&T and the Parties entered into an Agreement in which the District agreed to pay L&T in exchange for work to be performed modifying the kindergarten playground located at the Site (the "Agreement").

WHEREAS, although the Board's staff report indicated that the fiscal impact of the Agreement was \$1,174,300.00, as the result of an administrative oversight, the written contract between District and L&T contained an incorrect contract sum of \$978,583.

WHEREAS, the Parties wish to memorialize the correct amount of the Agreement.

NOW, THEREFORE, in consideration of the promises and mutual conditions and agreements described in this Amendment, and any other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

AGREEMENT

1. Recitals. The Recitals set forth at the beginning of this Amendment are hereby incorporated into and made part of the substantive provisions of this Amendment.

2. Ratification. Except as otherwise modified by this Amendment, all terms and conditions of the Agreement shall remain in full force and effect.

3. Binding Effect, Choice of Law, and Venue. This Amendment shall be binding upon the Parties and shall bind and inure to the benefit of the officers, representatives, successors, and assigns of the Parties, including all affiliates, subsidiaries, shareholders, members, directors and officers of the Parties. This Amendment shall be governed by and

construed in accordance with the laws of the State of California with venue in San Mateo County, California.

4. **Price Correction.** This Amendment will confirm that the correct amount of the contract price is \$1,174,300.00, which is \$195,717.00 higher than the \$978,583.00 in the version of the Agreement previously signed by the Parties.

5. **Cooperation.** The Parties agree that they shall take all reasonable actions and shall execute and deliver all additional instruments or documents as necessary or convenient to fulfill and implement the provisions, spirit, and intent of this Amendment.

6. **Notices.** Any and all notices required or permitted under this Amendment shall be in writing and shall be deemed given on the date sent if delivered by facsimile transmission or electronic mail, on the next business day if sent by overnight courier, or on the third business day if sent by United States mail, postage prepaid, to each Party at the following address, or at such other address as a Party may specify by notice under this section:

DISTRICT:

Ravenswood City School District
2120 Euclid Avenue
East Palo Alto, California 94303
Attn: Ms. Gina Sudaria, Interim Superintendent

LEWIS & TIBBITTS:

Lewis & Tibbitts, Inc.
1470 Industrial Avenue
San Jose, CA 95112
Attn: Buster Segura, President

7. **Severability.** If any provision of this Amendment is determined by a court of competent jurisdiction to be invalid or unenforceable, then the remainder of this Amendment shall not be affected and the remaining terms and provisions of this Amendment shall remain enforceable to the fullest extent permitted by law.

8. **Entire Agreement.** The terms of this Amendment are intended by the Parties as a final expression of their agreement with respect to the terms included herein, and may not be contradicted by evidence of any prior or contemporaneous instrument. All prior understandings, terms, or conditions, written, oral, express, or implied are superseded by this Amendment.

9. **Amendment.** This Amendment cannot be modified, altered, or otherwise amended except by an agreement in writing signed by both Parties.

10. **Authority to Execute.** Each person executing this Amendment below warrants and guarantees that he or she is legally authorized to execute this Amendment on behalf of the designated entity and that such execution shall bind the designated entity to the terms of this Amendment.

11. Counterparts. This Amendment may be executed in counterparts such that the signatures may appear on separate signature pages, each of which shall constitute an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment on the dates set forth by their signatures below.

RAVENSWOOD CITY SCHOOL DISTRICT

By: _____

Name: _____

Title: _____

LEWIS & TIBBITTS, INC.

By: _____

Name: _____

Title: _____

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