

**AMENDMENT NO. 03 TO
AGREEMENT FOR LOCKSMITH SERVICES**

This Amendment to Agreement For Security System Locksmith Services and Materials (“Amendment”) is made and entered into between San Jose Unified School District (“District”) and R&H Wholesale Supply, Inc. (“R&H”) (collectively “Parties”; “Party” shall refer to R&H and/or District).

RECITALS

- A. WHEREAS, R&H and District entered into a written Agreement for Security System Locksmith Services and Materials Services on or about July 25, 2016, amended on or about November 16, 2016 and Amended on or about April 6th 2017, identified as Project 80012 Safety and Security Upgrades (“Agreement”):
- B. WHEREAS, The original agreement was based on Preliminary survey and site visits which has since been augmented and clarified. The Amendment includes materials and services adjustments based on in field conditions and additional sites; 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 dates reflected in Article 2 shall be replaced with “July 25th, 2016 to July 1st, 2017”.
- 2. The amount reflected in Article 4 of the Agreement shall be replaced with Five Hundred Eighty Four Thousand Forty Seven Dollars and Eighty Five Cents (\$584,047.85).
- 3. Attached Exhibit B1 which reflects augmentations and clarifications is added to the agreement.
- 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 below.

Dated: _____, 2017

Dated: 6/21/17, 2017

SAN JOSE UNIFIED SCHOOL DISTRICT

R&H WHOLESALE SUPPLY, INC.

By: _____

By: 

Print Name: Florence Eng

Print Name: Charles Stewart

Print Title: Director, Buisness Support Services

Print Title: Sales Representative

KJF 8-4-17

EXHIBIT B1

AMENDMENT 03					
LINE	ITEM NUMBER	DESCRIPTION / COMMENTS	QUANTITY	UNIT PRICE	AMOUNT
1	48-004	CUT KEY	1808	\$ 8.48	\$ 15,331.84
2	SCH-50-003	STAMPING	1808	\$ 3.06	\$ 5,532.48
3	50-210	CYLINDER MASTER KEYING	539	\$ 11.11	\$ 5,988.29
4	60-001	CYLINDER PACKAGING	539	\$ 2.25	\$ 1,212.75
5	ELEC LOCK PROG	ELECTRIC LOCK PROGRAMING	1	\$ 56.00	\$ 56.00
6	PLOCK CYL ADAPT	PADLOCK RETROFIT	1	\$ 120.00	\$ 120.00
7	AD200 CY70	LOCK, ELECT	1	\$ 1,115.22	\$ 1,115.22
8	23-030-626	FSIC EVEREST CORE	117	\$ 30.13	\$ 3,525.21
9	B662J 626	DBL DBOLT	3	\$ 112.00	\$ 336.00
10	EAP 110 C	ADAPTER PLATE	4	\$ 3.06	\$ 12.24
11	ND85LD RHO 626	LOCKSET	3	\$ 299.75	\$ 899.25
12	4903A 26D	EXIT TRIM	13	\$ 365.40	\$ 4,750.20
13	CONV PLT	TRIM PLATE	43	\$ 55.58	\$ 2,389.94
14	COL11 26D	COLLAR	20	\$ 0.97	\$ 19.40
15	COL12 26D	COLLAR	19	\$ 1.22	\$ 23.18
16	COL4	COLLAR	6	\$ 1.25	\$ 7.50
17	AR335 630	ADAPTER PLATE	40	\$ 11.33	\$ 453.20
18	AR335 630	ADAPTER PLATE	53	\$ 7.77	\$ 411.81
19	12 630 626	LATCH	24	\$ 35.95	\$ 862.80
20	14 047 626	LATCH	10	\$ 77.69	\$ 776.90
21		TAX RECONCILE	1	\$ (6,082.10)	\$ (6,082.10)
		SUBTOTAL			\$ 37,742.11
		TAX			\$ 1,469.09
		AMENDMENT 3 TOTAL			\$ 39,211.20