

**AMENDMENT NO. 1**

**SAN MATEO UNION HIGH SCHOOL DISTRICT-RODAN BUILDERS, INC.**  
**CONTRACT FOR NEW PENINSULA HIGH SCHOOL**

**AGREEMENT FOR LEASE-LEASEBACK CONSTRUCTION**  
**SERVICES**

THIS AMENDMENT NO. 1 TO SAN MATEO UNION HIGH SCHOOL DISTRICT – RODAN BUILDERS, INC. LEASE-LEASEBACK AGREEMENT FOR CONSTRUCTION SERVICES (the “Amendment”) is dated May 9, 2019 for reference only and is made by and between the San Mateo Union High School District, a political subdivision of the State of California, hereinafter called "DISTRICT," and Rodan Builders, Inc., a California corporation, hereinafter called “CONTRACTOR.”

**RECITALS**

A. On May 9, 2019, the Board of Trustees of the DISTRICT (the “BOARD”) approved the San Mateo Union High School District Agreement for Lease-Leaseback Construction Services with the CONTRACTOR for The New Peninsula Alternative High School project (“Project”).

B. The BOARD desires to proceed with the abatement and demolition portion of the Increment 1: SITEWORK to provide demolition and abatement for the New Peninsula Alternative High School project under the terms and conditions in the Lease-Leaseback Contract, as amended and modified in this Amendment.

NOW, THEREFORE, for and in consideration of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

**AGREEMENT**

1. **Contract Documents.** Section 3 of the Program Manager Contract is amended to include the New Projects in the contract documents.

2. **Compensation.** The Construction Services Agreement is amended to provide that full compensation for services provided by Contractor for the Project shall be as set forth in Attachment C-2, attached hereto and incorporated herein by this reference.

3. **Term of Amendment:** This Amendment is effective on the date all parties have fully executed this Amendment and the Board of Trustees of the DISTRICT has approved or ratified this Amendment.

4. **No Other Modification.** Except as expressly modified by this Amendment, all other provisions in the Contract shall remain the same and in full force and effect.

5. **Separate Counterparts.** This Amendment may be executed in separate counterparts, each of which when so executed shall be deemed to be an original. Such counterparts shall, together, constitute and be one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the day and year written below.

Dated: \_\_\_\_\_, 2019

SAN MATEO UNION HIGH SCHOOL  
DISTRICT

By: \_\_\_\_\_

Name: Kevin Skelly

Its: Superintendent

Dated: \_\_\_\_\_, 2019

RODAN BUILDERS, INC.

By: \_\_\_\_\_

Name: Dan Oliver

Its: Secretary, C.F.O.

## **Attachment C-2**