

**AMENDMENT NO. 4 TO FACILITIES LEASE  
BY AND BETWEEN  
SAN RAFAEL CITY SCHOOLS  
AND ALTEN CONSTRUCTION, INC.**

---

This Amendment No. 4 to the Facilities Lease (this "Amendment") is made and entered into this 11<sup>th</sup> day of October, 2021 ("Effective Date") by and between the San Rafael City Schools ("District") and Alten Construction, Inc. ("Developer") (collectively, the "Parties") as follows:

**RECITALS**

**WHEREAS**, the Parties entered into, *inter alia*, a Facilities Lease, dated as of April 13, 2021, pertaining to the Bahia Vista Elementary School HVAC Upgrades and the Davidson Middle School HVAC Upgrades ("Project") at the District's Bahia Vista Elementary School 125 Bahia Way, San Rafael CA 94901 (APN:009-022-06), and Davidson Middle School 280 Woodland Avenue, San Rafael CA 94901 (APN: 016-213-13), ("Project Sites"); and

**WHEREAS**, the Parties amended and supplemented the Facilities Lease on May 11, 2021, to, among other things, establish a Guaranteed Maximum Price of Five Hundred Sixty-One Thousand, Nine Hundred and One Dollars, and Fifty-Five Cents (\$561,901.55) for additional Pre-Construction Services Phase of the work including procurement of long-lead time items, preparation of submittals, and shop drawings; and

**WHEREAS**, the plans and specifications for the work on the Project, Bahia Vista Elementary School HVAC Upgrades and the Davidson Middle School HVAC Upgrades, have both been completed and approved by the Division of State Architect and subcontractors have provided bids thereto; and

**WHEREAS**, the Parties amended and supplemented the Facilities Lease on May 24, 2021, to amend the Project's Guaranteed Maximum Price for the work bid to Five Million, Eight Hundred Thousand, Four Hundred and Eighteen Thousand Dollars, and Sixty-Five Cents (\$5,800,418.55); and

**WHEREAS**, The Parties amended and supplemented the Facilities Lease on August 9, 2021 to increase the Guaranteed Maximum Price to Five Million, Eight Hundred and Thirty-Five Thousand, Six Hundred and Eighty-Two Dollars and Sixty-Five Cents (\$5,835,682.45) for additional work including removal of two (2) existing portable buildings on the Davidson Middle School Campus.

**WHEREAS**, The Parties now wish to amend the Facilities Lease to decrease the Guaranteed Maximum Price for the Project to (\$5,383,664.20), due to the (\$452,018.25) balance remaining in the Construction Contingency at Project Closure.

**NOW, THEREFORE,** the Parties agree as follows:

**TERMS**

**Section I. Amendment to Facilities Lease.**

The Parties hereby agree that all of the above recitals are true and correct. **Exhibit C** (Guaranteed Maximum Price and Other Project Cost, Funding, and Payment Provisions) to the Facilities Lease is amended and supplemented such that the provisions of the existing Exhibit C, are revised with the attached amended Exhibit C which is attached hereto as **EXHIBIT "1"** and incorporated herein by this reference. All references to Exhibit C in the Facilities Lease shall incorporate Exhibit "1" hereto.

**Section II. All Other Provisions Reaffirmed; Miscellaneous.**

All representations, covenants, warranties and other provisions of the Facilities Lease remain in full force and effect and are hereby reaffirmed. If there is any conflict between this Amendment and any provision of the Facilities Lease, the provisions of this Amendment shall control. Capitalized terms used but not defined herein shall have the meanings ascribed thereto in the Facilities Lease. This Amendment shall be governed and enforced in accordance with the laws of the State of California applicable to contracts made and performed in the State of California. Each Party represents that the person executing and delivering this Amendment is duly authorized to do so. This Amendment may be executed in counterparts, each of which shall be deemed an original and, taken together, shall constitute one and the same instrument.

**IN WITNESS WHEREOF**, the Parties have caused this Amendment to be executed by their respective officers who are duly authorized, as of the Effective Date.

**ACCEPTED AND AGREED** on the date indicated below.

Dated:

**SAN RAFAEL CITY SCHOOLS**

By:

Name: Jim Hogeboom

Title: Superintendent

Dated:

**ALTEN CONSTRUCTION, INC.**

By:

Name:

Title:

**EXHIBIT 1**

[REMAINDER OF PAGE INTENTIONALLY BLANK; EXHIBIT FOLLOWS]