

**AMENDMENT NO. 2 TO FACILITIES LEASE
BY AND BETWEEN
SAN RAFAEL CITY SCHOOLS AND ALTEN CONSTRUCTION, INC.**

This Amendment No. 2 to the Facilities Lease ("Second Amendment") is made and entered into this 18th day of September 2018 ("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 a Facilities Lease, dated as of December 20, 2017, pertaining to the Venetia Valley K-8 School New New Classrooms and MPR Project ("Project") at the District's Venetia Valley K-8 School, located at 177 N. San Pedro Road, San Rafael, California 94903 (APNs: 180-362-04, 21, 26, 28), ("Project Site"); and

WHEREAS, on or about June 19, 2018, the Parties amended the Facilities Lease to incorporate the Guaranteed Maximum Price for the Project's Phase 1: Interim Housing; and

WHEREAS, the plans and specifications for Phase 2 of the Project, Increment 1: Abatement, Demolition, Utilities and Site Work, were not previously completed and approved by the Division of State Architect; and

WHEREAS, the plans and specifications for Phase 2 of the Project, Venetia Valley New Classrooms and MPR Increment 1: Abatement, Demolition, Utilities and Site Work, are now completed and approved by the Division of State Architect, and subcontractors provided bids thereto ("Increment 1"); and

WHEREAS, the Parties wish to amend and supplement the Facilities Lease to amend the Project's Guaranteed Maximum Price for the work bid to date, inclusive of Phase 2.

NOW, THEREFORE, the Parties agree as follows:

Section I. Second Amendment of Facilities Lease.

A. Exhibit C (Guaranteed Maximum Price and Other Project Cost, Funding, and Payment Provisions) to the Facilities Lease is amended and supplemented such that the existing Exhibit C is struck and replaced with the 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 mean and refer to Exhibit "1" hereto.

The Parties expressly acknowledge and agree that this amendment is intended to and does change payment provisions for the Project under the Facilities Lease, including, but not limited to, the amount of Tenant Improvement Payments and amount of Lease Payments.

B. Section 17.7 of Exhibit D ("General Conditions") to the Facilities Lease "Format for Change Order Request and Proposed Change Order" form is struck and revised as per the attached **Exhibit 2**.

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Section II. All Other Provisions Reaffirmed.

All other provisions of the Facilities Lease shall remain in full force and effect and are hereby reaffirmed. If there is any conflict between this First Amendment and any provision of the Facilities Lease, the provisions of this First Amendment shall control.

IN WITNESS WHEREOF, the Parties have caused this Amendment No. 2 to the Facilities Lease 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: _____, 2018

Dated: _____, 2018

SAN RAFAEL CITY SCHOOLS

ALTEN CONSTRUCTION, INC.

By: _____

By: _____

Name: Michael Watenpaugh

Name: Bob Alten

Title: Superintendent

Title: President

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EXHIBIT 1

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EXHIBIT 2

17.7 Format for Change Order Request and Proposed Change Order

The following format shall be used as applicable by the District and the Developer (e.g. Change Orders, PCO's) to communicate proposed additions and deductions to the Contract Documents, supported by attached documentation. Any spaces left blank will be deemed no change to cost or time.

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	<u>SUBCONTRACTOR PERFORMED WORK</u>	ADD	DEDUCT
(a)	<u>Material</u> (attach supplier's invoice or itemized quantity and unit cost plus sales tax)		
(b)	<u>Add Labor</u> (attach itemized hours and rates, fully encumbered)		
(c)	<u>Add Equipment</u> (attach suppliers' invoice)		
(d)	<u>Subtotal</u>		
(e)	<u>Add Subcontractor's overhead and profit</u> , not to exceed 10 percent (10%) of Item (d)		
(f)	<u>Subtotal</u>		
(g)	<u>Add Developer's overhead and profit</u> , not to exceed four and one-half percent (4.5%) of Item (f)		
(h)	<u>Subtotal</u>		
(i)	<u>Add Bond and Insurance</u> , at Developer's Cost, not to exceed two percent (2.0%) of Item (h)		
(j)	<u>TOTAL</u>		
(k)	<u>Time</u> (zero unless indicated; "TBD" not permitted)	__ Calendar Days	

[END OF EXHIBIT]