

## **First Amendment to**

### **Exhibit A**

#### **To the Facilities Lease Between Arntz Builders, Inc. and Santa Rosa High & Elementary School District Office & Education Center - Central Warehouse & Receiving Project**

WHEREAS, on or about June 27, 2024, Arntz Builders, Inc. ("Arntz") and Santa Rosa High School District ("District") entered into a Facilities Lease ("Facilities Lease") relating to certain work to be performed for the District's Central Receiving Project ("Project");

WHEREAS, to expedite the schedule and reduce cost of the premanufactured warehouse described in Exhibit A (the "Warehouse") must be ordered now to maintain the project timeline; WHEREAS, for Arntz to order the Warehouse, it needs a contractual commitment from the District to ensure that it will be compensated when the Warehouse is delivered to the Site; and

WHEREAS, Arntz would like to perform, as described in the plans and specifications provided by the District for the Project.

NOW THEREFORE, the District and Arntz agree that the Facilities Lease is hereby amended as follows:

1. Arntz may order the Warehouse and perform the scope of work as outlined in the plans and specifications provided by the District and further specified in Exhibit A ("Phase 1"). Upon delivery of the Warehouse to the Site, District's Architect shall verify that all such Warehouse material has been delivered and in good condition and work has been performed satisfactorily in accordance with the Facilities Lease, and upon such verification and acceptance by the District, Arntz shall invoice District and District shall pay all undisputed amounts within thirty (30) days. District shall have no obligation to make payment to Arntz until the Warehouse has been delivered and accepted and the work has been accepted by the District. The amounts payable hereunder shall in no circumstance exceed One Million Twenty Four Thousand Nine Hundred Thirteen Dollars and Forty Four Cents (\$1,024,913.44). This shall be the GMP for Phase 1.

The Construction Contingency & Allowances referenced in section 3.3 and elsewhere within this Facilities Lease shall be Fifty-Three Thousand, One Hundred Ninety-One Dollars (\$385,337) for this phase of work. The Construction Contingency shall be a line-item within the GMP.

2. Arntz shall provide an executed Payment Bond and Performance Bond for the work contemplated hereunder.

3. Arntz shall be responsible for coordinating the delivery of the Equipment with the remaining scope of work for the Project. Arntz shall be responsible to provide, without limitation all storage, coordination, and installation of the Equipment, and all such related

costs will be covered by the Guaranteed Maximum Price currently being negotiated and finalized by the Parties:

4. Arntz shall provide the services and Equipment described above for an amount not-to-exceed One Million Twenty Four Thousand Nine Hundred Thirteen Dollars and Forty Four Cents (\$1,024,913.44). The aforementioned sum is in addition to the currently existing not-to-exceed sum of Five Thousand Dollars (\$5,000) currently authorized for preconstruction services under the existing Facilities Lease. Thus, the total sum amount that Arntz may recover for the performance of all preconstruction services and Phase 1 scope of work under the Facilities Lease shall not exceed One Million Twenty Nine Thousand Nine Hundred Thirteen Dollars and Forty Four Cents (\$1,029,913.44).

5. The Deadline for "Completion" (as defined in Section 21.05 of the Facilities Lease, and commonly referred to as substantial completion) of all work for Phase 1 shall be January 31, 2025. Failure to timely achieve such Completion shall subject the Contractor to liquidated damages as discussed in the Project Specific Conditions and Section 14.05 of the Project Manual.

6. This First Amendment may be executed in counterparts. All other terms of the Facilities Lease shall remain unchanged, and are hereby incorporated by reference.

SANTA ROSA HIGH & ELEMENTARY SCHOOL DISTRICT,  
a school district organized and existing under the laws  
of the State of California

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

Date: \_\_\_\_\_

ARNTZ BUILDERS, INC.

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

Date: 6/18/24

# SRCS District Office Central Receiving Warehouse (Amendment #1)

Project Lead: David Arntz (darntz@arntzbuilders.com)

Project Location: 211 Ridgway Avenue, Santa Rosa, CA 95401, United States of America

## Bid Packages

Number	Name	Lead	Bids Due	Companies	Viewed	Bidding	Bids	Estimated Cost	Soft Awarded Company	Leveled Bid	Forecast
05	Metal Building (F.O.B.)	David Arntz	6/18/2024	1		1	1		Arntz Builders, Inc.	\$603,374.00	\$603,374.00
<b>Total</b>				<b>1</b>	<b>0</b>	<b>1</b>	<b>1</b>	<b>\$0.00</b>		<b>\$603,374.00</b>	<b>\$603,374.00</b>

## Arntz Builders, Inc.'s Costs

Number	Description	Calculation Type	Calculation	Amount
<b>General Conditions</b>				
<b>Contingency</b>				
	Metal Building Design Contingency	Lump sum	\$60,337	\$60,337.00
<b>Allowances</b>				
	Pre-Fab Insulation/Barrier Upgrade	Lump sum	\$25,000	\$25,000.00
	Allowance for Data to Site	Lump sum	\$50,000	\$50,000.00
	Existing Buildings & Heavy Vegetation Removal	Lump sum	\$250,000	\$250,000.00
<b>Fees</b>				
	OH&P	Percentage	4.00%	\$24,134.96
<b>Insurance</b>				
	Bonds & Insurances	Percentage	2.00%	\$12,067.48
<b>Total</b>				<b>\$421,539.44</b>

Forecasted Project Cost

\$1,024,913.44