

**BOND MODERNIZATION PROGRAM**

**AMENDMENT No. 4 TO LEASE-LEASEBACK AGREEMENT  
BETWEEN  
ROSS VALLEY SCHOOL DISTRICT  
AND  
PLANT CONSTRUCTION CO., LP  
  
(WHITE HILL MIDDLE SCHOOL)**

This Amendment No. 4 to the Lease-leaseback Agreement (“Amendment”) is made and entered into this 14<sup>th</sup> day of May, 2013 between the ROSS VALLEY SCHOOL DISTRICT, hereinafter referred to as District or Lessee, and Plant Construction Co., LP hereinafter referred to as Developer or Lessor.

**RECITALS**

- A. WHEREAS, Developer and District entered into the following two leases pursuant to Section 17406 of the Education Code of the State of California under which Developer is to provide for the development, modernization, and construction of Phase I work for the Construction of Academic Classrooms and HexPlex Replacement and Enrichment Specific Classrooms at the White Hill Middle School to be performed on portions of the school site (“Project”):
  - 1. Site Lease by and between the Ross Valley School District as Lessor and Plant Construction Co., LP, dated June 11, 2012 (“Site Lease”); and
  - 2. Facilities Lease by and between Plant Construction Co., LP, as Lessor and Ross Valley School District as Lessee, dated as of June 11, 2012 (“Facilities Lease”).
- B. WHEREAS Developer and District amended the lease-leaseback Documents as detailed in Amendment No. 1 dated July 20, 2012.
- C. Whereas Developer and District further amended the lease-leaseback Documents as detailed in Amendment No. 2 dated August 11, 2012
- D. Whereas Developer and District further amended the lease-leaseback Documents as detailed in Amendment No. 3 dated September 11, 2012
- E. WHEREAS, it is now the desire and intention of the Parties to amend the Lease-leaseback Documents 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 as set forth herein, it is mutually agreed as follows:

**TERMS AND CONDITIONS**

- **Revise** Exhibit "C" to the Facilities Lease, by adding the following:

**4.3 Additional scope of work**

The District desires for the Developer to complete additional work identified as Change Order No. 02 for the facility as shown in Exhibit "G"

- **Replace** Exhibit "G" to the Facilities Lease with Exhibit "G" attached hereto as Attachment "1." (SCHEDULE OF VALUES)
- **Add** to Exhibit "G" Recap of Change Order No.02 attached hereto as Attachment "2"

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 or the Lease-Leaseback Documents.

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

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

Dated: \_\_\_\_\_, 20\_\_\_\_

**ROSS VALLEY SCHOOL DISTRICT**

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

Print Name: Eileen Rohan

Print Title: Superintendent

Dated: \_\_\_\_\_, 20\_\_\_\_

**PLANT CONSTRUCTION CO., LP**

By: Plant/Allison Corp., its General Partner

Print Name: John Wilson

Print Title: \_\_\_\_\_

**EXHIBIT G****SCHEDULE OF VALUES**

Attached is a detailed Schedule of Values that complies with the requirements of the Construction Provisions (Exhibit "D") and that has been approved by the District.

WHITEHILL MIDDLE SCHOOL - GPC  
LLB AGREEMENT

<b>PC</b>	<b>ITEM of WORK</b>	<b>Schedule of Value</b>
1001	General requirements	1,057,648
1500	Temporary Construction	593,528
1630	Protection of Openings	25,710
1850	Scaffolding	87,640
2050	Salvage	10,000
2100	Soft Demolition	50,000
2300	Hard Demolition	30,000
2340	Building Demolition	124,691
2500	Earthwork	597,323
2560	Asphalt Paving	154,564
2600	Site Furn. & Improv.	28,281
2610	Fencing	21,000
2630	Landscaping & Irrig.	186,065
2760	Sidewalks & Site Conc.	475,121
2800	Underground Utilities	162,900
2850	Foundation Drainage	11,640
3030	Concrete	1,044,990
3950	Rebar	222,900
4400	Stonework	21,521
5100	Structural Steel	1,517,650
5300	Metal Decking	165,400
6400	Rough Carpentry	1,028,266
6700	Finish Carpentry	503,379
7100	Waterproofing	100,194
7200	insulation	195,160
7500	Roofing	374,078
7600	Sheet Metal	238,400
7710	Roof Specialties	4,310
7900	Sealants & Caulking	126,382
8010	Door Assemblies	272,388

8400	Storefront & Curtainwall	350,644
9200	Plaster	217,000
9250	Drywall	360,000
9300	Tile	138,900
9510	Acoustic Ceiling	389,880
9520	Acoustic wall panels	22,450
9680	Carpet/resilient flooring	279,946
9900	Painting	218,300
9985	Prefinished Panels	4,200
10010	Misc. Specialties	87,419
10160	Toil Part & Assess.	34,480
10430	Signage	40,762
10640	Operable Partitions	161,270
10650	Shelving	12,650
10700	Awning/Canopies	87,595
11130	A-V Equipment	18,950
11450	Appliances	5,000
12500	Window Covering	49,580
14200	Elevators	138,880
15400	Plumbing	494,950
15500	Fire Protection	148,000
15800	HVAC	1,260,382
16100	Electrical	1,461,632
16600	Special Electrical Sys	275,000
1220	G C Bonds	145,804
1240	Insurance	162,996
20100	Fee	630,479
20400	Contingency	477,908
	Contract Total:	\$17,106,186
	Change Order No. 01	\$ 817,906
	Change Order No. 02	\$ 255,024

**Revised Total for LLB Agreement \$ 18,179,116.00**

## Recap of Change Order No. 02 (Exhibit G con't)

POTENTIAL CHANGE ORDER	BACKGROUND	AMOUNT
PCO #16	This is a structural issue. Due to a misinterpretation of requirements, we had to add "Shear Studs" to a number of beams	\$9826.00
PCO # 19	During the negotiations for the GMP, a number of items were looked at for possible savings. One was to reduce the cost of relocating the solar panels to the new buildings by placing them directly on the new roofs and forgoing the metal support structure. After the start of construction DSA, issued a revised policy on solar installations that resulted in a higher cost to place panels directly on a roof rather than fastening them to a superstructure. This has resulted in reintroducing the steel support structure.	\$104,000.00
PCO # 20	The folding partition walls, unlike normal walls, do not have provisions for electrical outlets or data outlets. This will probably result in extension cords on the floor in the classrooms and create a safety hazard. To avoid this potential problem, we requested the developer to add floor boxes to house power and data along the partition walls.	\$36,034.00
PCO # 21	The District's experience with doors that get heavy use is the need for continuous hinges rather than butt hinges. This item is the cost to replace butt hinges with continuous hinges on the exterior doors.	\$7,149.00
PCO # 32	Placing the fire alarm wiring in metal conduit was value engineered out when we were developing the GMP. Subsequently, it was decided that for long term reliability on a system that is critical to school operation, it was best to return to an all conduit installation.	\$43,000.00
PCO # 33	This changes the whiteboards the classrooms -11 total- from 4' high to 5' high allowing the wall mount projectors to display a larger more appropriately sized image	\$6,895.00
PCO # 35	As part of the Art Room relocation, a new kiln room was incorporated as a separate structure. We did not include any additional hardscape to accommodate outdoor study or storage. This concrete slab was added to provide room for a shed or other structure.	\$9,806.00
PCO # 36	This is a field change. Despite over-excavating the soil for the walls and footings at the west building wall that is against the hill, water was observed migrating under the footings. The soil engineer directed the installation of an additional drain to address the problem.	\$12,614.00
PCO # 37	There is a potential issue with after-hours access to the teaching patio above the music rooms. This change is for additional ironwork on the least visible stairs, allowing it to be secured at night and on weekends. We expect another PCO for the other entrance.	\$16,448.00
PCO # 43	Minor additional electrical work that was needed.	\$1,933.00
PCO # 44	The roof on the new kiln does not perform well when it rains. The architect has suggested re-roofing with a different product.	\$5,252.00
PCO # 55	The photo voltaic panels located on the roofs need to be periodically cleaned. There were no provisions for access to water on the roof. This adds a hose bib on each roof.	\$2,067.00
	<b>CURRENT CO #02 TOTAL:</b>	<b>\$255,024.00</b>

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