

**BOND MODERNIZATION PROGRAM**

**AMENDMENT No. 5 TO LEASE-LEASEBACK AGREEMENT  
BETWEEN  
ROSS VALLEY SCHOOL DISTRICT  
AND  
PLANT CONSTRUCTION CO., LP  
  
(WHITE HILL MIDDLE SCHOOL)**

This Amendment No. 5 to the Lease-leaseback Agreement (“Amendment”) is made and entered into this 20<sup>th</sup> day of August, 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 Developer and District further amended the lease-leaseback Documents as detailed in Amendment No. 4 dated May 14, 2013
- F. 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:

**4.4 Additional scope of work**

The District desires for the Developer to complete additional work identified as Change Order No. 03 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)

The adjustment to this agreement shall constitute a full and final settlement of any and all claims arising out of or related to the changes set forth herein, including claims for impact and delay costs.

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\_\_

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

**ROSS VALLEY SCHOOL DISTRICT**

**PLANT CONSTRUCTION CO., LP**

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

By: Plant/Allison Corp., its General Partner

Print Name: Eileen Rohan

Print Name: John Wilson

Print Title: Superintendent

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
	Change Order No. 03	\$ 62,311

**Revised Total for LLB Agreement \$ 18,241,427.00**