

**AMENDMENT NO. 1 TO FACILITIES LEASE  
BY AND BETWEEN  
DAVIS JOINT UNIFIED SCHOOL DISTRICT  
AND  
LANDMARK MODERNIZATION CONTRACTORS, dba LANDMARK CONSTRUCTION  
FOR THE MULTI-PURPOSE BUILDING PROJECT  
AT BIRCH LANE ELEMENTARY SCHOOL**

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This Amendment No. 1 to the Facilities Lease ("First Amendment") is made and entered into this 19<sup>th</sup> day of March 2021 ("Effective Date") by and between the Davis Joint Unified School District ("District") and Landmark Modernization Contractors dba Landmark Construction ("Developer") (collectively, the "Parties") as follows:

**RECITALS**

**WHEREAS**, the Parties entered into a Facilities Lease, dated as of September 18, 2020 pertaining to the new Multi-Purpose Building Project ("Project") at the District's Birch Lane Elementary School, located at 1600 Birch Lane Davis, California 95616 (APN: 032-170-040), ("Project Site"); and

**WHEREAS**, the plans and specifications for the Project, Birch Lane Elementary School New Multi-Purpose Building, have been completed and approved by the Division of State Architect and subcontractors have provided bids thereto; and

**WHEREAS**, the Parties wish to amend and supplement the Facilities Lease to amend the Project's Guaranteed Maximum Price for the work bid.

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

Section I. First 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.

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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. 1 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: \_\_\_\_\_, 2021

DAVIS JOINT UNIFIED SCHOOL DISTRICT

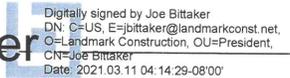
By: \_\_\_\_\_

Name: John A. Bowes

Title: Superintendent

Dated: \_\_\_\_\_, 2021

LANDMARK MODERNIZATION CONTRACTORS  
DBA LANDMARK CONSTRUCTION

By: **Joe Bittaker**   
Digitally signed by Joe Bittaker  
DN: C=US, E=jbittaker@landmarkconst.net,  
O=Landmark Construction, OU=President,  
CN=Joe Bittaker  
Date: 2021.03.11 04:14:29-08'00'

Name: Joe Bittaker

Title: Chairman

**EXHIBIT 1**

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## EXHIBIT C

### GUARANTEED MAXIMUM PRICE AND OTHER PROJECT COST, FUNDING, AND PAYMENT PROVISIONS

#### **1. Site Lease Payments**

As indicated in the Site Lease, Developer shall pay One Dollar (\$1.00) to the District as consideration for the Site Lease.

#### **2. Guaranteed Maximum Price**

Pursuant to the Facilities Lease, Developer will cause the Project to be constructed for **ten million three hundred eighty two thousand eight hundred thirty five (\$10,382,835)** having been determined after the Division of the State Architect ("DSA") approved the plans and specifications for the Project ("Guaranteed Maximum Price").

##### **2.1 Cost of the Work**

The term Cost of the Work shall mean the costs necessarily incurred in the proper performance of the Work contemplated by the Contract Documents. Such costs shall be at rates no higher than the standard paid at the place of the Project except with the prior consent of the District. The Cost of the Work shall include only the items set forth in this Section 2 and approved by the District.

##### **2.1.1 General Conditions**

The General Conditions as set forth in **Attachment 1** hereto shall be included in a progress billing as incurred. Said rates shall include all costs for labor, equipment and materials for the items identified therein which are necessary for the proper management of the Project, and shall include all costs paid or incurred by the Developer for insurance, permits, taxes, and all contributions, assessments and benefits, holidays, vacations, retirement benefits, incentives to the extent contemplated in **Attachment 1**, whether required by law or collective bargaining agreements or otherwise paid or provided by Developer to its employees. The District reserves the right to request changes to the personnel, equipment, or facilities provided as General Conditions as may be necessary or appropriate for the proper management of the Project, in which case, the District shall be entitled to a reduction in the cost of General Conditions based on the rates set forth in **Attachment 1**.

##### **2.1.2 Subcontract Costs**

Payments made by the Developer to Subcontractors (inclusive of the Subcontractor's bonding, if required, and insurance costs, which shall be included in the subcontract amount), which payments shall be made in accordance with the requirements of the Contract Documents.

### **2.1.3 Developer-Performed Work**

Costs incurred by the Developer for self-performed work at the direction of District or with the District's prior approval, as follows:

**2.1.3.1** Actual costs to the Developer of wages of construction workers, excluding all salaried and/or administrative personnel, directly employed by the Developer to perform the construction of the Work at the site.

**2.1.3.2** Wages or salaries and customary benefits, such as sick leave, medical and health benefits, holidays, vacations, incentive programs, and pension plans of the Developer's field supervisory, safety and administrative personnel when stationed at the site or stationed at the Developer's principal office, only for that portion of their time required for the Work.

**2.1.3.3** Wages and salaries and customary benefits, such as sick leave, medical and health benefits, holidays, vacations, incentive programs and pension plans of the Developer's supervisory or administrative personnel engaged at factories, workshops or on the road, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

**2.1.3.4** Costs paid or incurred by Developer for taxes, insurance, contributions, assessments required by law or collective bargaining agreements and for personnel not covered by such agreements, and for customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Subparagraphs 2.1.3.1 through 2.1.3.3.

**2.1.3.5** Costs, including transportation and storage, of materials and equipment incorporated in the completed construction, including costs of materials in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the District's property at the completion of the Work or, at the District's option, shall be sold by the Developer. Any amounts realized from such sales shall be credited to the District as a deduction from the Cost of the Work.

**2.1.3.6** Costs, including transportation and storage, installation, maintenance, dismantling and removal of materials, supplies, machinery and equipment not customarily owned by construction workers, that are provided by the Developer at the site and fully consumed in the performance of the Work; and cost (less salvage value) of such items if not fully consumed, whether sold to others or retained by the Developer. Cost for items previously used by the Developer shall mean fair market value.

**2.1.3.7** Rental charges for temporary facilities, machinery, equipment, vehicles and vehicle expenses, and hand tools not customarily owned by construction workers that are provided by the Developer at the site, whether rented from the Developer or others, and the costs of transportation, installation, minor repairs and replacements, dismantling and removal thereof and costs of Developer’s Project field office, overhead and general expenses including office supplies, parking, office equipment, and software. Rates and quantities of equipment rented shall be subject to the District’s prior approval.

**2.1.3.8** Costs of removal of debris from the site, daily clean-up costs and dumpster charges not otherwise included in the cost of the subcontracts which exceeds the clean-up provided under the General Conditions.

**2.1.3.9** Costs of that portion of the reasonable travel, parking and subsistence expenses of the Developer’s personnel incurred while traveling and discharging duties connected with the Work.

**2.1.3.10** Costs of materials and equipment suitably stored off the site at a mutually acceptable location, if approved in advance by the District.

**2.1.4 Allowances**

Because it is impossible at the time of execution of the Facilities Lease to determine the exact cost of performing certain tasks, the Cost of the Work shall include the following Allowances for the Tasks/Work as noted here:

<b>Task/Work</b>	<b>Allowance Amount</b>
Mosaic Mural @ Handwashing Area	\$10,000
Transite Pipe Abatement	\$20,000
Encroachment Fees	\$30,000
Camera & Flush Existing Site Utilities	\$10,000
PG&E Commitment drawings & work to facilitate	\$50,000
Reconfigure Back Stage Curtain	\$25,000
Shop applied prime coat Tnemec 27WB epoxy @ interior AESS if req'd	\$40,000
Future provisions/infrastructure for solar	\$39,200
New Baseball Backstop no specs / design intent	\$8,000

Task/Work	Allowance Amount
Total Allowance Amount	\$232,200

The District shall have sole discretion to authorize all expenditures from the Allowances. The District shall process expenditures from the Allowances in the form of an Allowance Expenditure Directive ("AED"). The Allowances are included in the Guaranteed Maximum Price. Any unused Allowance or unused portion thereof shall be deducted from the Cost of the Work pursuant to **Exhibit D** to this Facilities Lease to the benefit of the District.

**2.1.5 Miscellaneous Costs**

**2.1.5.1** Where not included in the General Conditions, and with the prior approval of District, costs of document reproductions (photocopying and blueprinting expenses), long distance telephone call charges, postage, overnight and parcel delivery charges, telephone costs including cellular telephone charges, facsimile or other communication service at the Project site, job photos and progress schedules, and reasonable petty cash expenses of the site office. Developer shall consult with District to determine whether District has any vendor relationships that could reduce the cost of these items and use such vendors whenever possible.

**2.1.5.2** Sales, use, gross receipts, local business and similar taxes imposed by a governmental authority that are related to the Work.

**2.1.5.3** Fees and assessments for permits, plan checks, licenses and inspections for which Developer is required by the Contract Documents to pay including, but not limited to, permanent utility connection charges, street use permit, street use rental, OSHA permit and sidewalk use permit and fees.

**2.1.5.4** Fees of laboratories for tests required by the Contract Documents.

**2.1.5.5** Deposits lost for causes other than the Developer's or its subcontractors' negligence or failure to fulfill a specific responsibility to the District as set forth in the Contract Documents.

**2.1.5.6** Expenses incurred in accordance with the Developer's standard personnel policy for relocation and temporary living allowances of personnel required for the Work if approved in advance by District.

**2.1.5.7** Where requested by District, costs or expenses incurred by Developer in performing design services for the design-build systems.

**2.1.5.8** Other costs incurred in the performance of the Work if, and to the extent, approved in advance by District.

**2.1.5.9** Costs due to emergencies incurred in taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and/or property.

**2.1.5.10** Provided all other eligible costs have been deducted from the contingency and as part of the calculation of amounts due Developer for Final Payment, costs of repairing and correcting damaged or non-conforming Work executed by the Developer, Subcontractors or suppliers, providing that such damage or non-conforming Work was not caused by negligence or failure to fulfill a specific responsibility of the Developer and only to the extent that the cost of repair or correction is not recovered by the Developer from insurance, sureties, Subcontractors or suppliers.

### **2.1.6 Excluded Costs**

The following items are considered general overhead items and shall not be billed to the District:

**2.1.6.1** Salaries and other compensation of the Developer's personnel stationed at Developer's principal office or offices other than the Project Field Office, except as specifically provided in Subparagraphs 2.1.3.2. and 2.1.3.4.

**2.1.6.2** Expenses of the Developer's principal office and offices other than the Project Field Office.

**2.1.6.3** Overhead and general expenses, except as may be expressly included in this Section 2.

**2.1.6.4** The Developer's capital expenses, including interest on the Developer's capital employed for the Work.

**2.1.6.5** Costs that would cause the Guaranteed Maximum Price (as adjusted by Change Order) to be exceeded.

### **2.1.7 Developer's Fee**

Four percent (**4.0%**) of the Cost of the Work as described in Section 2.1.

### **2.1.8 Bonds and Insurance**

For insurance and bonds required under this Facilities Lease (exclusive of those required by Subcontractors, which costs are included in the subcontract amounts), that portion of insurance and bond premiums which are directly attributable to this Contract, which shall be calculated at a rate of six hundred twelve thousands percent (**0.612%**) of the Cost of the Work for insurance

and sixty two hundredths percent (**0.62%**) of the Cost of the Work for payment and performance bonds.

### **2.1.9 Contingency**

**2.1.9.1** The Guaranteed Maximum Price includes a Developer Contingency of eight percent (**8%**) of the Cost of the Work as described in Section 2.1.1, 2.1.2, and 2.1.3 for potential additional construction costs for District requested changes, unforeseen conditions that occur over the course of construction and/or scope gaps between the subcontract categories of the Work.

**2.1.9.2** The Developer Contingency is not intended for such things as scope changes.

**2.1.9.3** The Contingency shall not be used without the agreement of the District.

**2.1.9.4** The unused portion of the Developer Contingency shall be considered as cost savings and retained by the District at the end of the Project.

**2.2** The Guaranteed Maximum Price will consist of the amounts to be identified in **Attachment 2** to this **Exhibit C**. Except as indicated herein for modifications to the Project approved by the District, Developer will not seek additional compensation from District in excess of Guaranteed Maximum Price. District shall pay the Guaranteed Maximum Price to Developer in the form of Tenant Improvement Payments and Lease Payments as indicated herein.

### **2.3 Total Payment**

In no event shall the cumulative total of the Tenant Improvement Payments and the Lease Payments ever exceed the Guaranteed Maximum Price to be defined, as may be modified pursuant to **Exhibit D** to the Facilities Lease.

### **2.4 Changes to Guaranteed Maximum Price**

**2.4.1** The Parties acknowledge that the Guaranteed Maximum Price is based on the Construction Documents, including the plans and specifications, as identified in **Exhibit D** to the Facilities Lease.

**2.4.2** As indicated in the Facilities Lease, the Parties may add to or remove from the project specific scopes of work. Based on these change(s), the Parties may agree to a reduction or increase in the Guaranteed Maximum Price. If a cost impact of a change is agreed to by the Parties, it shall be paid upon the payment request from the Developer for the work that is the subject of the change in accordance with the provisions of **Exhibit D**. The amount of any change to the Guaranteed Maximum Price shall be calculated in accordance with the provisions of **Exhibit D** to this Facilities Lease.

**2.4.3** The Parties agree to reduce the Guaranteed Maximum Price for the unused portion of the Developer Contingency, if any.

#### **2.4.4 Cost Savings**

Developer shall work cooperatively with Architect, Construction Manager, subcontractors and District, in good faith, to identify appropriate opportunities to reduce the Project costs and promote cost savings. Any identified cost savings from the Guaranteed Maximum Price shall be identified by Developer, and approved in writing by the District. If any cost savings require revisions to the Construction Documents, Developer shall work with the District and Architect with respect to revising the Construction Documents and, if necessary, obtaining the approval of DSA with respect to those revisions. Developer shall be entitled to an adjustment of Contract Time for delay in completion caused by any cost savings adopted by District pursuant to **Exhibit D**, if requested in writing before the approval of the cost savings.

**2.4.5** If the District exercises its Purchase Option pursuant to this **Exhibit C**, any reduction in the Guaranteed Maximum Price resulting from that exercise of the Purchase Option, if any, shall be retained in full by the District and shall not be shared with the Developer.

**2.4.6** If the Parties agree to a reduction or increase in the Guaranteed Maximum Price, the Loan Amount indicated in **Attachment 3** shall be adjusted accordingly and **Attachment 3** shall be amended prior to the commencement of Lease Payments.

### **3. Tenant Improvement Payments**

Prior to the District's taking delivery or occupancy of the Project, the District shall pay to Developer an amount equal to the Guaranteed Maximum Price as modified pursuant to the terms of the Facilities Lease, including **Exhibit C** and **Exhibit D**, less the Lease Payments ("Tenant Improvement Payments"). The District shall withhold an amount equal to one-third (1/3) of the Loan Amount as indicated in **Attachment 3** to **Exhibit C** from each of the last three (3) payments to Developer for its Work on the Project. Otherwise, the Tenant Improvement Payments will be processed based on the amount of Work performed according to the Developer's Schedule of Values (**Exhibit G** to the Facilities Lease) and pursuant to the provisions in **Exhibit D** to the Facilities Lease, including withholding for or escrow of retention of five percent (5%) of the Guaranteed Maximum Price. The withholding for the Loan Amount shall be separate from and in addition to withholding for or escrow of retention.

### **4. Lease Payments**

Upon execution of the Memorandum of Commencement Date, the form of which is attached to the Facilities Lease as **Exhibit E**, the District shall commence making lease payments to Developer in accordance with the Schedule attached hereto as **Attachment 3**.

**4.1** The Lease Payments shall be consideration for the District's rental, use, and occupancy of the Project and the Project Site and shall be made in monthly installments as indicated in the Schedule of Lease Payments attached hereto as

**Attachment 3** for the duration of the lease term of one (1) year, with the first Lease Payment due ninety (90) days after execution of the Memorandum of Commencement Date.

**4.2** The District represents that the annual Lease Payment obligation does not surpass the District's annual budget and will not require the District to increase or impose additional taxes or obligations on the public that did not exist prior to the execution of the Facilities Lease.

**4.3 Fair Rental Value**

District and Developer have agreed and determined that the total Lease Payments constitute adequate consideration for the Facilities Lease and are reasonably equivalent to the fair rental value of the Project. In making such determination, consideration has been given to the obligations of the Parties under the Facilities Lease and Site Lease, the uses and purposes which may be served by the Project and the benefits therefrom which will accrue to the District and the general public.

**4.4 Each Lease Payment Constitutes a Current Expense of the District**

**4.4.1** The District and Developer understand and intend that the obligation of the District to pay Lease Payments and other payments hereunder constitutes a current expense of the District and shall not in any way be construed to be a debt of the District in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by the District, nor shall anything contained herein constitute a pledge of the general tax revenues, funds or moneys of the District.

**4.4.2** Lease Payments due hereunder shall be payable only from current funds which are budgeted and appropriated or otherwise made legally available for this purpose. This Facilities Lease shall not create an immediate indebtedness for any aggregate payments that may become due hereunder.

**4.4.3** The District covenants to take all necessary actions to include the Lease Payments in each of its final approved annual budgets.

**4.4.4** The District further covenants to make all necessary appropriations (including any supplemental appropriations) from any source of legally available funds of the District for the actual amount of Lease Payments that come due and payable during the period covered by each such budget. Developer acknowledges that the District has not pledged the full faith and credit of the District, State of California or any state agency or state department to the payment of Lease Payments or any other payments due hereunder. The covenants on the part of District contained in this Facilities Lease constitute duties imposed by law and it shall be the duty of each and every public official of the District to take such action and do such things as are required by law in the performance of the official duty of such officials to enable the District to carry out and perform the covenants and agreements in this Facilities Lease agreed to be carried out and performed by the District.

**4.4.5** The Developer cannot, under any circumstances, accelerate the District's payments under the Facilities Lease.

**5. District's Purchase Option**

**5.1** If the District is not then in uncured Default hereunder, the District shall have the option to purchase not less than all of the Project in its "as-is, where-is" condition and terminate this Facilities Lease and Site Lease by paying the balance of the "Loan Amount" identified in **Attachment 3**, which is exclusive of interest that would have otherwise been owed, as of the date the option is exercised ("Option Price"). Said payment shall be made on or before the date on which the District's lease payment would otherwise be due for that month ("Option Date").

**5.2** District shall provide to Developer a written notice no less than ten (10) days prior to the Option Date. The notice will include that District is exercising its option to purchase the Project as set forth above on the Option Date. If the District exercises this option, the District shall pay directly to Developer the Option Price on or prior to the Option Date and Developer shall at that time deliver to District an executed Termination Agreement and Quitclaim Deed in recordable form to terminate this Facilities Lease and the Site Lease. District may record all such documents at District's cost and expense.

**5.3** Under no circumstances can the first Option Date be on or before ninety (90) days after the Developer completes the Project and the District accepts the Project.

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**ATTACHMENT 1**

**GENERAL CONDITIONS COSTS**

**General Conditions Costs Birch Lane Multi-Purpose Building Project \$571,353, see attached worksheet.**

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Davis Joint Unified School District							
Birch Lane Elementary School New MP Building						15-Jul-20	
				Landmark months		12.00	
			Qty/Unit	Hourly or Unit Cost	Monthly Rate	Usage	
Division 00 - Bidding Requirements							
00 31 32	Geotechnical Data						
Division 01 - General Requirements							
01 11 00	Summary of Work						
01 11 16	Work by District						
01 21 00	Allowances						below the line
01 22 00	Unit Prices	Vapor Emissions Control					below the line
01 31 19	Project Meetings						
01 32 16	Construction Schedule - Network Analysis	software not spec'd					
01 32 34	Construction Camera System						None
01 33 00	Submittals						
01 35 13	Special Requirements - DSA projects						
01 45 00	Quality Control						
01 50 00	Temporary Facilities and Controls	temp offices / bins			2,200	100%	26,400
	Phones, Data, Software, Computers, Copiers				1,200	100%	14,400
	Temporary Toilets				1,300	100%	15,600
	Temporary Water, Power, Lighting				1,500	100%	18,000
	Temp power connection - baloney cords				100	100%	1,200
	Temp Fence (Lineal Feet)		1,900	4	633	100%	7,600
	Security Services					0%	see GMP
	Scaffolding						see GMP
	Shrink Wrap	netting and shrink wrap					not incl
	Temporary Tree and Plant Protection						
	SWPPP						see GMP
	Temporary Heat						see GMP
01 58 13	Temporary Project Signage						0
01 73 29	Cutting and Patching						see GMP
01 74 00	Protection and Cleaning						see GMP
01 74 19	Demolition Waste Management						see GMP
01 78 00	Closeout Submittals						
	Warranties						see GMP
	Record Documents						2,500
01 79 00	Demonstration and Training	videotape demonstrations					see GMP
01 81 13	Project Sustainability Requirements						see GMP
01 91 13	Commissioning Requirements						see GMP
	Allowances Required						see GMP
	Pre-Construction Expenses						see pre-con est
	Construction Facilities and Temporary Controls	Owner Trailer, Computer, Phone	shared w/ LMC		0	100%	0
	Plans & Specs				300	50%	1,800
	Superintendent			98	16,887	100%	202,644
	Asst. Super	foreman, carpenter rate		87	15,114	0%	0
	Proj Mgmt			93	16,045	60%	115,525
	General Superintendent			150	25,980	5%	15,588
	Proj Executive			110	19,052	7%	16,004
	Proj Engineer			54	9,363	100%	112,362
	Proj Admin			54	9,363	14%	15,731
	Safety	Audits, Equipment, Training			500	100%	6,000
	Progress Cleaning						see GMP
	Dumpsters						see GMP
	Final Clean						see GMP
	Utility Locating						see GMP
	Apartment / Travel / etc.				0	100%	0
						General Conditions Total	571,353
						Project Total	5.441%



**ATTACHMENT 2**

**GUARANTEED MAXIMUM PRICE**

**Guaranteed Maximum Price \$10,382,835, see attached worksheet.**

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# Budget Worksheet

3/8/2021

Owner: DJUSD  
 Owner Rep: Van Pelt  
 Architect: HMC

## Birch Lane ES MPR Building

DSA Approved GMP **Rev 18**

Bid Date: 02/12/21  
 Date: 3/8/2021  
 Duration: 14 Owner Months  
 Owner Est \$10,500,000 (117,165)  
 Duration: 12 Landmark Months  
 Total Area: 9,848 SF

DIVISION	DESCRIPTION	SUBCONTRACTOR & NOTES	Qty	Units	Unit Price	Subcontractor	Labor			Materials	Equipment	Total	Notes
							Man/Hrs.	\$/Hr	Total				
<b>DIVISION 1</b>	<b>General Conditions</b>					571,353					571,353		
	Preconstruction	LMC	1	ls		15,542					15,542		
01 35 42	Calgreen Requirements	LMC	1	ls		8,000					8,000		
01 57 13	Erosion Control (>1acre)	LMC	1	ls		6,500					6,500		
	Reports, Inspections & Sampling	LMC	12	months			234	\$ 125	29,228			29,228	
	Fiber Roll Installation & Maintenance	LMC	950	lf			48	\$ 97	4,626	1,900		6,526	
	Cover & Maintain Spoil Stockpiles	LMC	1	ls			60	\$ 97	5,820	300		6,120	
	Drain Inlet Filters Installation & Maintenance	LMC	21	ea			32	\$ 97	3,067	2,100		5,167	
	Street Sweeping / Dust Control	LMC	1	ls		10,000						10,000	
	Construction Entrance - Install & Remove	LMC	1	ls		8,500						8,500	
01 91 00	General Commissioning Requirements	LMC	1	ls		2,500						2,500	
	Daily COVID-19 Screening (2hrs/day)	LMC	1	ls			520	\$ 54	28,080	2,800		30,880	
	Protection for Site Flatwork & Exterior Finishes	LMC	1	ls		15,000						15,000	
	Winterization (delay prevention & cleanup)	LMC	1	ls			160	\$ 97	15,520	2,500		18,020	
	Security Services (LMC internal camera system)	LMC	1	ls		1,500						1,500	
	Temporary Heat	LMC	1	ls		3,500						3,500	
<b>DIVISION 2</b>	<b>Existing Conditions</b>												
	Survey	CenterPoint	9,848	sub		33,875						33,875	
	Utility Locating	Per Bullseye Locating at Birch Lane	1	ls		16,000						16,000	
02 41 00	Site Demolition	ASTA	1	sub		See Div 31						-	
	Storage Containers	LMC	12	mo						6,600		6,600	
	Dumpsters	LMC	12	mo						15,000		15,000	
	Progress Cleaning	LMC	12	mo			826	\$ 97	80,436			80,436	
	Final Cleaning Building	SJ General Maintenance	9,848	sf	\$ 0.92	9,100						9,100	
	Final Cleaning Site	SJ General Maintenance	1	ls		Incl						-	
	LMC Forklift/Equipment	LMC	1	ls			300	\$ 97	29,100	2,500	16,000	47,600	
<b>DIVISION 3</b>	<b>CONCRETE</b>												
03 30 00	Cast In Place Concrete - building	Big B	9,848	sf		753,155						753,155	Includes discount
	Bond Big B Concrete	Big B	1	sub		11,297						11,297	
	Rock & VB under building slabs	Big B	1	sub		Incl						-	
	Footing excavation & backfill	Big B	1	sub		Incl						-	
	Backfill Fill at Stage	Big B	1	sub		Incl						-	
07 26 16	Vapor Barrier (ASTM 1745 class A 15 mil)	Big B	1	sub		Incl						-	
03 10 00	Concrete Formwork	Big B	1	sub		Incl						-	
	Off-Haul Spoils	Big B	257	cy	\$ 30	7,710						7,710	
32 16 00	Site Concrete	Big B	20,472	sf		Incl						-	
	Curbs, Gutters, Ramps, Seat Walls, etc.	Big B	1	sub		Incl						-	
	Cobble at slotted curb outfall	Big B	3	ea		Incl						-	
32 17 26	Tactile/Detectable Warning Surface Tile	Big B	1	sub		Incl						-	
03 21 00	Reinforcing Steel - building	Big B	9,848	sf		Incl						-	
	Reinforcing Steel - site	Big B	20,472	sf		Incl						-	
	Hoisting and rebar safety caps	Big B	1	sub		Incl						-	
03 35 35	Concrete Sealer	West Coast	180	sf		Incl, See Div 09						-	
	Layout & Coordination	LMC	1	ls			160	\$ 97	15,520			15,520	
<b>DIVISION 5</b>	<b>METALS</b>												
05 12 00	Structural Steel Framing	Metal Works	15,584	roof line sf	\$ 43.00	670,091						670,091	Includes discount
05 12 13	Architecturally Exposed Structural Steel	Metal Works	1	sub		Incl						-	
05 30 00	Metal Decking	Linden Steel	17,864	deck sf	\$ 15	270,282						270,282	Includes discount



# Budget Worksheet

	Temporary Fall Protection Install & Maintenance	LMC	1	ls			120	\$ 97	11,640	500	1,500	13,640	
	Acoustic deck Insulation Install	LMC	1	ls			48	\$ 97	4,656			4,656	
05 40 00	Cold Formed Metal Framing	U-Neac	1	sub		See Div 09			-			-	
05 50 00	Metal Fabrication	Metal Works	1	sub		Incl			-			-	
05 50 10	Metal Pipe Bollards Supply	Metal Works	13	ea		Incl			-			-	
	Metal Pipe Bollards Install	Big B	13	ea		Incl			-			-	
05 51 33	Metal Ladders Supply (interior only)	Metal Works	2	ea		Incl			-			-	
	Metal Ladders Install (interior only)	LMC	2	ea			40	\$ 97	3,880	50		3,930	
	Metal Ladders Ships Ladder Supply	Navajo	1	sub		See Div 07			-			-	
	Metal Ladders Ships Ladder Install	LMC	1	sub			20	\$ 97	1,940	100		2,040	
05 52 00	Handrails and Railings Supply	Metal Works	4	ea		Incl			-			-	
	Handrails and Railings Install	LMC	4	ea			20	\$ 97	1,940	25		1,965	
	Fire Watch	LMC	1	ls			260	\$ 97	25,220	150		25,370	
	Layout, Coordination	LMC	1	ls			200	\$ 97	19,400			19,400	
<b>DIVISION 6</b>	<b>CARPENTRY</b>								-			-	
	Rough Carpentry	LMC	1	ls			120	\$ 97	11,640	1,500		13,140	
	Nailers, Blocking, Curbs, etc. for MEP & FS	LMC	1	ls		Incl			-			-	
	Nailers at 2&9/A10.16	LMC	1	ls		Incl			-			-	
06 20 00	Finish Carpentry - Installation of Doors	Heritage Door & Glass	1	sub		See Div 08			-			-	
06 41 16	Casework	Sierra Casework	1	sub		19,166			-			19,166	Includes discount
	Casework WI Certification	Sierra Casework	1	ls		Incl			-			-	
06 61 16	Solid Polymer Fabrications (counter tops)	Sierra Casework	1	sub		Incl			-			-	
	Cabinet Locks	Sierra Casework	1	sub		Incl			-			-	
<b>DIVISION 7</b>	<b>THERMAL AND MOISTURE PROTECTION</b>								-			-	
07 13 26	Self Adhering Sheet Waterproofing	U-Neac	1	sub		See Div 09			-			-	
07 21 00	Insulation	Alcal	9,848	sog sf	\$ 7.19	70,855			-			70,855	Includes discount
	Bond Alcal	Alcal	1	sub		390			-			390	
07 21 13	Rigid Thermal Insulation (w/ Z furring)	Alcal	1	sub		Incl			-			-	
07 26 13	Weather Resistive / Air Barriers	Alcal	1	sub		Incl			-			-	
07 26 16	Vapor Barrier	Big B	1	sub		See Div 03			-			-	
07 46 21	Equipment Screens (sheet metal panels only)	Cal Single Ply	1	sub		Incl			-			-	
07 46 46	Exterior Fiber Cement Siding	Rick Slater	1,350	sf		96,420			-			96,420	Includes discount
	Wood nailers at Plaster transition	Rick Slater	132	lf		Incl			-			-	
07 54 19	PVC Thermoplastic Membrane Roofing	Cal Single Ply	17,864	roof sf	\$ 20	348,780			-			348,780	
	Walkway Pads	Cal Single Ply	1	sub		Incl			-			-	
	1/4" Cover Board	Cal Single Ply	1	sub		Incl			-			-	
07 62 00	Sheet metal Flashing and Trim	Four CCCC's	1	sub		105,602			-			105,602	
07 72 00	Roof Accessories	Navajo	1	sub		12,247	36	\$ 97	3,492	50		15,789	
07 92 00	Joint Sealants	JMB	9,848	sf	\$ 2.04	20,130			-			20,130	
	Exterior Walk Sealants	JMB	20,472	sf		Incl			-			-	
	Layout & Coordination	LMC	1	ls			120	\$ 97	11,640			11,640	
<b>DIVISION 8</b>	<b>OPENINGS</b>								-			-	
08 12 13	Hollow Metal Frames - Welded	Heritage Door & Glass	23	ea		144,079			-			144,079	
08 13 13	Hollow Metal Doors	Heritage Door & Glass	26	ea		Incl			-			-	
08 14 16	Flush Wood doors	Heritage Door & Glass	15	ea		Incl			-			-	
	WI Certification for Supply	LMC	1	ls		2,500			-			2,500	
08 34 73	Acoustical Door Systems	Heritage Door & Glass	1	sub		Incl			-			-	
08 71 00	Door Hardware	Heritage Door & Glass	1	sub		Incl			-			-	
	Door and hardware installation	Heritage Door & Glass	40	ea		Incl			-			-	
	WI Certification for Install	LMC	1	ls		2,500			-			2,500	
	Access Doors - Install ONLY (FOB subcontractors)	LMC	1	ls			32	\$ 97	3,104	150		3,254	
08 33 26	Overhead Coiling Grilles (motorized)	The Smith Co	2	ls	\$ 24,952	49,904			-			49,904	Includes discount
08 41 13	Aluminum Entrances and Storefronts (Arcadia)	National Glass	3,144	sf	\$ 165	517,370			-			517,370	Includes discount
	Bond National Glass	National Glass	1	sub		10,347			-			10,347	
10 71 13	Exterior Sun Control Devices	National Glass	1	sub		Incl			-			-	
08 80 00	Glazing	National Glass	1	sub		Incl			-			-	



# Budget Worksheet

3/8/2021

	Layout & Coordination	LMC	1	ls				40	\$ 97	3,880				3,880	
<b>DIVISION 9</b>	<b>FINISHES</b>														
09 24 00	Portland Cement Plaster	Henley	9,848	sog sf	\$ 8	77,600								77,600	
	Weather Barriers	Henley	1	sub		Incl								-	
	Ceiling & Soffit Vents	Henley	1	sub		Incl								-	
	Extended Scaffolding Rent	Henley	1	sub		3,000								3,000	
09 29 00	Gypsum Board	U-Neac	9,848	sog sf	\$ 39	385,389								385,389	Includes discount
	Bond U-Neac	U-Neac	1	sub		7,708								7,708	
	Ceiling & Soffit Vents	U-Neac	1	sub		Incl								-	
	Exterior Gyp. Sheathing	U-Neac	1	sub		Incl								-	
	Additional Backing for MEP	U-Neac	1	sub		8,500								8,500	
	Acoustical Caulking	LMC	1	sub		5,000								5,000	
05 40 00	Cold Formed Metal Framing	U-Neac	1	sub		Incl								-	
09 22 16	Non-Structural Metal Framing	U-Neac	1	sub		Incl								-	
09 51 00	Acoustical Ceilings - Lay-In	Performance Contracting	1,440	sf	\$ 9.53	13,728								13,728	
09 53 23	Acoustical Suspension Systems	Performance Contracting	1	sub		Incl								-	
09 64 30	Wood Stage Flooring	HY Floor	769	sf	\$ 45	34,700								34,700	Includes discount
	Protection for Wood Stage Flooring	LMC	1	ls		2,500								2,500	
09 05 61	Common Work Results for Flooring Preparation	BT Mancini	1	sub		Incl								-	BOD - Koster VAP 2000 system
	Moisture Testing	BT Mancini	1	sub		Incl								-	
09 65 50	Rubber Resilient Flooring	BT Mancini	1	sub		85,965								85,965	
09 65 13	Resilient Base	BT Mancini	1	sub		Incl								-	
09 65 15	Cove Caps, Reducers and Transitional Mouldings	BT Mancini	1	sub		Incl								-	
09 68 16	Carpeting	BT Mancini	1	sub		Incl								-	
09 67 23	Resinous Flooring - Epoxy	West Coast	2,280	wall & sog sf	\$ 22.36	50,972								50,972	
	Moisture Testing for Resinous Flooring	LMC	1	sub		1,500								1,500	
	Joint Sealants at Epoxy Floor	West Coast	570	lf	\$ 6	Incl								-	
09 72 17	Fiberglass Reinforced Plastic Panels	Universal	988	sf	\$ 15.08	14,900								14,900	
09 84 14	Sound Diffusers					NIC								-	
09 84 33	Acoustical Ceiling Treatment	Performance Contracting	1	sub		33,424								33,424	
09 84 33.10	Acoustical Wall Treatment	Performance Contracting	1	sub		Incl								-	
	Acoustical Panels at Mullion	Performance Contracting	1	sub		Incl								-	
09 90 00	Painting Interior & Exterior	Applied	9,848	sf	\$ 7.88	77,624								77,624	
09 96 23	Graffiti-Resistant Coatings	Applied	1	sub		14,558								14,558	
	Layout & Coordination	LMC	1	ls				200	\$ 97	19,400				19,400	
<b>DIVISION 10</b>	<b>SPECIALTIES</b>														
10 11 16	Markerboards	Navajo	2	ea		1,312								1,312	
	Markerboards Install	LMC	1	sub				32	\$ 97	3,104	20			3,124	
10 11 26	Tackable Wall Panels Supply	Navajo	4	ea		1,250								1,250	
	Tackable Wall Panels Install	LMC	1	ls				32	\$ 97	3,104	20			3,124	
10 14 00	Identification Signs	San Diego Sign (Supply Only)	47	ea		4,342								4,342	
10 14 23	Signs - Restrooms	San Diego Sign (Supply Only)	5	ea		Incl								-	
10 14 33	Exit Signage	San Diego Sign (Supply Only)	1	sub		Incl								-	
	Signage Install	LMC	1	sub				55	\$ 97	5,335				5,335	
10 14 53	Parking Area Signs	ASTA	1	sub		See Div 32								-	
10 14 54	Exterior Signs (dimensional letters)	San Diego Sign (Supply)	1	sub		1,575								1,575	38 dimensional letters
	Exterior Signs Install (dimensional letters)	LMC	1	sub				32	\$ 97	3,104	100	700		3,904	
10 21 10	SCR Composite Toilet Partitions	American Sheet Metal	6	stalls		12,435								12,435	
10 28 00	Toilet, Bath and Laundry Accessories	American Sheet Metal	1	sub		6,572								6,572	
10 44 13	Fire Extinguishers and Cabinets	Armor (Supply Only)	5	ea		2,456		12	\$ 97	1,164				3,620	
10 51 13	Metal Lockers (room 113)	American Sheet Metal	4	ea	\$ 589	2,357								2,357	
10 71 13	Exterior Sun Control Devices	National Glass	1	sub		See Div 08								-	
10 80 00	Miscellaneous Specialties (Knox Box)	LMC	2	ea	\$ 700	1,400		8	\$ 97	776				2,176	
<b>DIVISION 11</b>	<b>Equipment</b>														
11 40 00	Foodservice Equipment	Boelter	1	sub		193,200								193,200	Includes discount
	Grout Walk-in Cooler	Big B	1	sub		2,500								2,500	







# Budget Worksheet

**Cost Subtotals**

		8,446,172			389,391	14,765	40,600	8,890,929	
								-	Error if not Zero
								55,280	
							NIC	-	
								17,115	
								44,792	
								14,670	
								375,949	
								9,398,736	
								NIC	
								751,899	
								10,150,635	
								232,200	
								10,382,835	
								-	
								10,382,835	



# Budget Worksheet

## Allowances included in GMP, specifically delineated in Section 2.1.4.

No	Owner Controlled Allowances	
1	Mosaic Mural Wall at hand washing areas (236 sf)	\$ 10,000
2	Transite pipe abatement	\$ 20,000
3	Encroachment fees	\$ 30,000
4	Camera & Flush Existing Site Utilities	\$ 10,000
5	PG&E Commitment Drawings (Includes all work required to facilitate PG&E drawings)	\$ 50,000
6	Reconfigure back stage curtain	\$ 25,000
7	Shop applied prime coat of Tnemec 27WB epoxy coating at the interior AESS if required	\$ 40,000
8	Future provisions / infrastructure for solar	\$ 39,200
9	New Baseball Backstop, no specifications / design intent	\$ 8,000
<b>Total Allowances -</b>		<b>\$ 232,200</b>

## Project Specific Clarifications & Exclusions

- 1 For structural steel we have included AESS level 2 finish from ground level up to the low roof and AESS level 1 finish from the low roof up to the high roof per the AISC AESS standards and category matrix table 10.1
- 2 We have only included the manufacturers 15 year warranty for the fiber cement siding not the 30 year warranty as called out in the specifications.
- 3 The allowance for steel material escalation was removed at the owners request, any costs incurred for steel escalation due to delay in award of project beyond April 1st will be paid out of the contingency.
- 4 The 2% steel allowance per general note #8/S1.01 allowance was removed at the owners request and per email dated 3/2/21 from the design team, any costs incurred due to added steel will be paid out of the contingency.
- 5 We have included subcontractor discount pricing for the award of all four projects in our GMP, if one or more projects do not get awarded the costs incurred will be paid out of the project contingency.
- 6 We have only included AISC level 1 & 2 finishes for the AESS.

## Standard Clarifications & Exclusions

- 1 When Specifications conflict with Lease Leaseback Contract, Lease Leaseback Contract will take precedence.
- 2 The cost of sanitizing areas as a result of a positive COVID-19 contamination will be paid out of contingency.
- 3 No allowances or consideration is included in the GMP for any permits, permit fees or assessments, including an AQMD permit for the generator.
- 4 Standard security measures have been included in this GMP. Additional monitoring or services will be taken out of the contingency if required.
- 5 District is to pay for metered utilities for this project.
- 6 Utility Costs of Construction Water, Power & Gas for the duration of project is provided at no charge from Owner/District.
- 7 Excludes any Phasing, stop work or similar delays outside our immediate control.
- 8 Excludes multiple mobilizations.
- 9 Excludes any Phase, Shift work and or Overtime.
- 10 Excludes Permits, Fees, Architectural, Engineering or Inspection. Except as identified above.
- 11 Testing provided by owner.
- 12 If Valued Engineering is accepted, LMC does not ensure that the accepted scope will meet current design intent per the current plans and spec's. Substitution to be submitted, reviewed and approved by AOR
- 13 We exclude any and all costs associated with all unforeseen conditions, including, but not limited to, unsuitable or unstable soils, existing utilities, structures, hazardous materials.
- 14 Dry rot or termite damage.
- 15 Utility usage fees for existing building/site.
- 16 All landscaping in the PUE for utility connections.
- 17 Testing or repair work on existing landscape irrigation outside our work area.
- 18 Premium time working hours except for utility connections as required to not disturb the school.
- 19 Labor and material cost escalation beyond our control.
- 20 Third party testing.
- 21 Any exterior work not noted on plans.
- 22 All permit and plan check fees, included but not limited to encroachment and bus stop notifications. Except as identified above.
- 23 Exclude existing duct bank demolition if any on site.
- 24 Arborist for tree surveying and health assessment.
- 25 No biological surveys or mitigation measures.
- 26 Removal of all unforeseen materials during excavation and grading process.
- 27 Excludes the cost of dewatering and the removal or mitigation of wet or unsuitable soils. This exclusion is intended to apply to any water regardless of its origin in our work area.
- 28 Rock Clause: No drilling or blasting of rock.
- 29 Work impacts or stoppage as a result of pandemics or other health and safety public shutdowns
- 30 Temporary power required for and impacts from preventative PG&E power outages.



# Budget Worksheet

3/8/2021

- 31 Window coverings are not included over doors or access ways due to Life Safety.
- 32 We have included the Allowances & Contingency "below the line." Overhead & Profit are included in these Allowances & Contingencies not in the GMP itself.

**ATTACHMENT 3**

**SCHEDULE OF LEASE PAYMENTS**

To filled in upon GMP

**Amortization Schedule**

Loan Amount: \$519,141.75  
Interest: **3.5%** Annual  
Term in Months 12.00  
Payment Frequency Monthly

<b>Payment #</b>	<b>Beginning Balance</b>	<b>Monthly Payment</b>	<b>Principal</b>	<b>Interest</b>	<b>Ending Balance</b>
1	\$519,141.75	\$45,538.75	\$43,261.81	\$2,276.94	\$475,879.94
2	\$475,879.94	\$45,538.75	\$43,261.81	\$2,276.94	\$432,618.13
3	\$432,618.13	\$45,538.75	\$43,261.81	\$2,276.94	\$389,356.31
4	\$389,356.31	\$45,538.75	\$43,261.81	\$2,276.94	\$346,094.50
5	\$346,094.50	\$45,538.75	\$43,261.81	\$2,276.94	\$302,832.69
6	\$302,832.69	\$45,538.75	\$43,261.81	\$2,276.94	\$259,570.88
7	\$259,570.88	\$45,538.75	\$43,261.81	\$2,276.94	\$216,309.06
8	\$216,309.06	\$45,538.75	\$43,261.81	\$2,276.94	\$173,047.25
9	\$173,047.25	\$45,538.75	\$43,261.81	\$2,276.94	\$129,785.44
10	\$129,785.44	\$45,538.75	\$43,261.81	\$2,276.94	\$86,523.63
11	\$86,523.63	\$45,538.75	\$43,261.81	\$2,276.94	\$43,261.81
12	\$43,261.81	\$45,538.75	\$43,261.81	\$2,276.94	\$0.00
<b>Totals</b>		<b>\$546,465.00</b>	<b>\$519,141.75</b>	<b>\$27,323.25</b>	