

**AMENDMENT NO. 1 TO FACILITIES LEASE  
BY AND BETWEEN  
MODESTO CITY SCHOOLS  
AND ROBERT E. BOYER CONSTRUCTION, INC.**

---

This Amendment No. 1 to the Facilities Lease ("First Amendment") is made and entered into this 9th day of November 2020 ("Effective Date") by and between the Modesto City Schools ("District") and Robert E. Boyer Construction, Inc. ("Developer") (collectively, the "Parties") as follows:

**RECITALS**

**WHEREAS**, the Parties entered into a Facilities Lease, on or about September 8, 2020, pertaining to the Grace M. Davis High School 900 Wing Addition and Transportation Department Shop and Site Renovations Project ("Project") at Grace M. Davis High School and Transportation Department ("Project Site"); and

**WHEREAS**, the Parties intend for the Project to proceed in two (2) increments and the Developer will bid the trade contracts separately, per increment:

- Increment 1 – New modular 900s wing classroom building construction at Grace M. Davis High School (to address an increase in the student population) and
- Increment 2 – Shop and site renovations at the Transportation Department; and

**WHEREAS**, at this time, the Parties desire to amend and supplement the Facilities Lease and accompanying Contract Documents to, among other things, account for the Guaranteed Maximum Price, the Construction Schedule, and the Schedule of Values.

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

**TERMS**

**Section I. Amendments, Supplements, and Exhibits to Facilities Lease.**

1. The last sentence of Section 4.1 of the Facilities Lease is amended and supplemented as follows:

Unless earlier terminated pursuant to the provisions of the Contract Documents, the Term of this Facilities Lease for the purposes of District's obligations to make Lease Payments shall terminate four (4) months thereafter or upon payment of the final lease payment.

2. Section 11.1.2 of the Facilities Lease is amended and supplemented such that the Contract Time for the Project shall end with completion of the Work which shall occur no later than September 30, 2021.

3. Section 15.1.8 of the Facilities Lease is amended and supplemented as follows:

The limits of insurance shall not be less than the following amounts:

COMMERCIAL GENERAL LIABILITY	Product Liability and Completed Operations, Fire Damage Liability – Combined Single Limit	\$2,000,000
AUTOMOBILE LIABILITY - ANY AUTO	Combined Single Limit	\$2,000,000
WORKERS COMPENSATION		Statutory limits pursuant to State law
EMPLOYERS' LIABILITY		\$2,000,000
BUILDER'S RISK (COURSE OF CONSTRUCTION)		Replacement Cost
POLLUTION LIABILITY		\$1,000,000 per claim; \$2,000,000 aggregate

If Developer carries insurance in an amount greater than the minimum amounts required by District, such higher dollar amount of coverage shall become the minimum required amount of insurance for purposes of the Contract. Therefore, Developer hereby acknowledges and agrees that all insurance carried by it shall be deemed liability coverage applicable to its insurance obligations under the Facilities Lease.

Notwithstanding the above limits of insurance, the limits of insurance for those subcontractors whose subcontract does not exceed One Million Dollars (\$1,000,000) shall not be less than the following amounts:

COMMERCIAL GENERAL LIABILITY	Product Liability and Completed Operations, Fire Damage Liability – Combined Single Limit	\$1,000,000
AUTOMOBILE LIABILITY - ANY AUTO	Combined Single Limit	\$1,000,000
WORKERS COMPENSATION		Statutory limits pursuant to State law
EMPLOYERS' LIABILITY		\$1,000,000

Notwithstanding anything in this Facilities Lease to the contrary, the above insurance requirements may be modified as appropriate for subcontractors, with District's prior written approval.

4. **Exhibit C** Guaranteed Maximum Price and Other Project Cost, Funding, and Payment Provisions to the Facilities Lease is amended 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. As stated therein, the Guaranteed Maximum Price, for which the Developer will cause the Project to be constructed in accordance with the Facilities Lease, is Three Million Four Hundred Thousand and No/100 Dollars (\$3,400,000.00).

5. **Exhibit F** (Construction Schedule) to the Facilities Lease is amended such that **EXHIBIT "2"**, attached hereto and incorporated herein by this reference, is added as Exhibit F. All references to Exhibit F in the Facilities Lease shall mean and refer to **Exhibit "2"** hereto.
6. **Exhibit G** (Schedule of Values) to the Facilities Lease is amended such that the **EXHIBIT "3"**, attached hereto and incorporated herein by this reference, is added as Exhibit G. All references to Exhibit G in the Facilities Lease shall mean and refer to **Exhibit "3"** hereto.

**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: November \_\_\_\_, 2020

Dated: November \_\_\_\_, 2020

MODESTO CITY SCHOOLS

ROBERT E. BOYER CONSTRUCTION, INC.

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

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

Name: Tim Zearley

Name: Robert E. Boyer

Title: Associate Superintendent, Business  
Services  
Chief Business Official

Title: President

**EXHIBIT "1"**

**EXHIBIT C**

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

**See attached.**

## 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 Three Million Four Hundred Thousand Dollars (\$3,400,000) ("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 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 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 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 Developer of wages of construction workers, excluding all salaried and/or administrative personnel, directly employed by 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 Developer's field supervisory, safety and administrative personnel when stationed at the site or stationed at 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 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 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 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 Developer. Cost for items previously used by 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 Developer at the site, whether rented from 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 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:

Task/Work	Allowance Amount
Total Allowance Amount	None

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 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 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 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 Developer and only to the extent that the cost of repair or correction is not recovered by 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 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 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** Developer's capital expenses, including interest on 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**

Seven percent (7%) 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 one and thirty-three-hundredths percent (1.33%) of the Cost of the Work for insurance and sixty-seven-hundredths percent (0.67%) 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 Contingency between ten and twenty percent (10-20%) 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 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 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 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 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 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. In the event Developer realizes a savings on any aspect of the Project, such savings shall be added to the Contingency and expended consistent with the Contingency. In addition, any portion of Allowance remaining after completion of the Project shall be added to the Contingency. 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 Developer.

### **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"). 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 District shall withhold two and one-half percent (2.5%) from each of the Tenant Improvement Payments. 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 four (4) months, 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** 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** hereto, 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 Developer completes the Project and the District accepts the Project.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

**ATTACHMENT 1**

**GENERAL CONDITIONS COSTS**

	Davis <u>900 Wing</u>	Transportation <u>Renovations</u>	<u>Total</u>
Supervision	\$ 160,000	\$ 160,000	\$ 320,000
Construction Facilities	20,000	20,000	40,000
Temporary Facilities	6,800	6,800	13,600
Site Conditions/Safety	4,400	4,400	8,800
Miscellaneous	<u>7,200</u>	<u>7,200</u>	<u>14,400</u>
Total General Conditions Costs	<u>\$ 198,400</u>	<u>\$ 198,400</u>	<u>\$ 396,800</u>

**ATTACHMENT 2**  
**GUARANTEED MAXIMUM PRICE**

	Davis 900 Wing	Transportation Renovations	Total
Subcontractors Total	\$ 643,254	\$ 1,713,549	\$ 2,356,803
General Conditions	198,400	198,400	396,800
Developer Fee	58,916	133,836	192,752
Liability Insurance	7,475	16,980	24,455
Risk Insurance	4,540	10,314	14,854
Bonds	6,114	13,890	20,004
Contractor Total	918,699	2,086,969	3,005,668
Allowance - None	-	-	-
Subtotal after Allowances	918,699	2,086,969	3,005,668
Contingency	185,301	209,031	394,332
<b>Total Guaranteed Maximum Price</b>	<b>\$ 1,104,000</b>	<b>\$ 2,296,000</b>	<b>\$ 3,400,000</b>

**ATTACHMENT 3**  
**SCHEDULE OF LEASE PAYMENTS**

**Amortization Schedule**

Loan Amount:     \$ 85,000.00  
Interest:            2% Annual  
Term in Months    4.00  
Payment  
Frequency           Monthly

<b><u>Payment #</u></b>	<b><u>Total Payment</u></b>	<b><u>Principal Payment</u></b>	<b><u>Interest Payment</u></b>	<b><u>Balance</u></b>
1	\$21,339.78	\$21,193.45	\$146.33	\$63,806.55
2	\$21,339.78	\$21,233.44	\$106.34	\$42,573.11
3	\$21,339.78	\$21,268.82	\$ 70.96	\$21,304.29
4	\$21,339.78	\$21,304.29	\$ 35.49	\$ 0.00
<b>Totals</b>	<b>\$85,359.12</b>	<b>\$85,000.00</b>	<b>\$359.12</b>	

**EXHIBIT "2"**

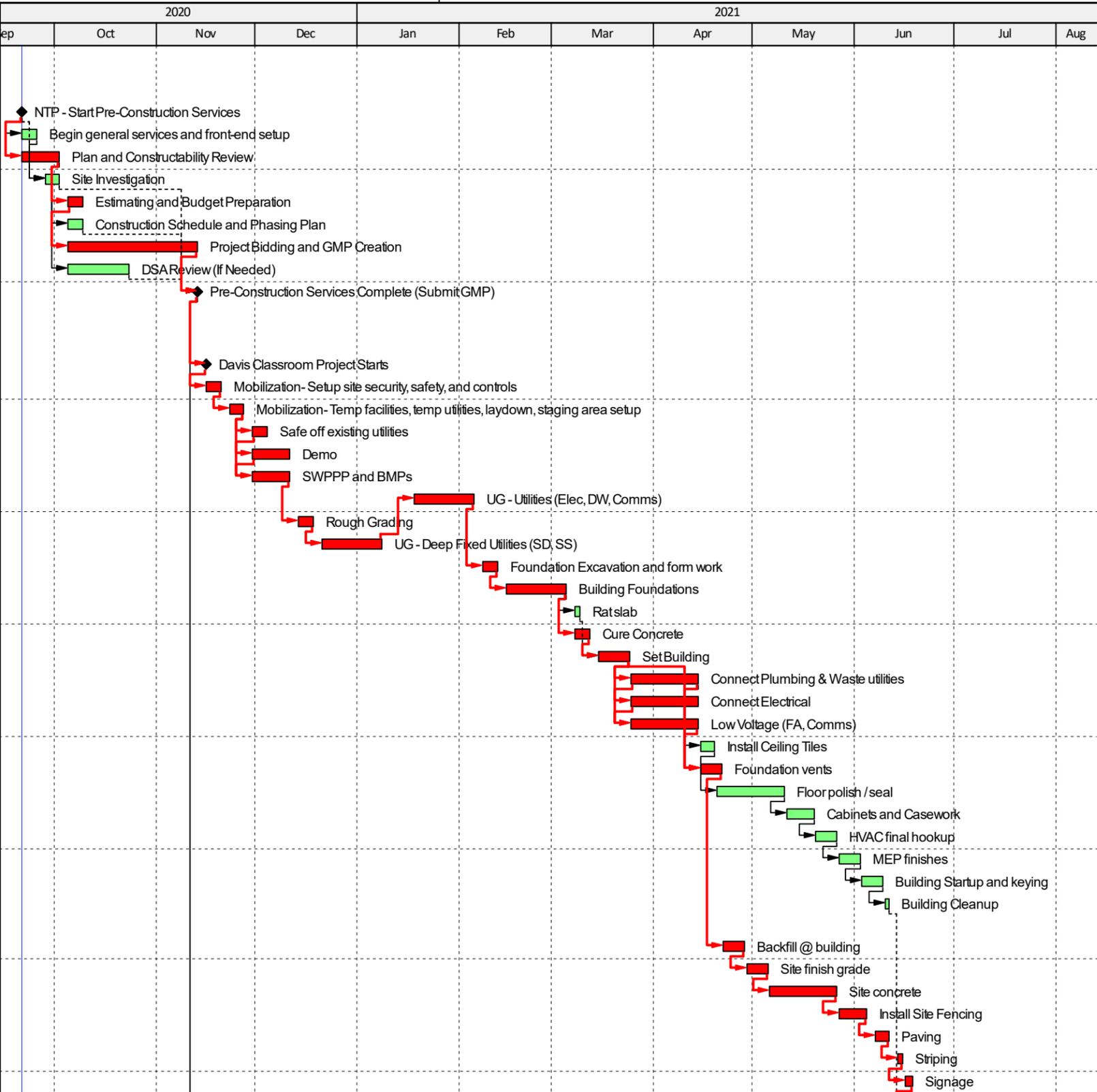
**EXHIBIT F**

**CONSTRUCTION SCHEDULE**

**Attached is a detailed Project Construction Schedule with a duration no longer than the Contract Time, and with specific milestones that Developer shall meet.**

**Starts next page.**

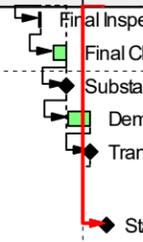
#	Activity ID	Activity Name	GAC-RESP	Planned Duration	Start	Finish	Total Float	2020				2021					
								Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
1	<b>Davis High and Transportation Building Preliminary</b>			229	21-Sep-20	06-Aug-21	0										
2	<b>Pre-Construction Phase</b>			40	21-Sep-20	13-Nov-20	0										
3	P-001	NTP - Start Pre-Construction Services	BOYERC	0	21-Sep-20		0										
4	P-100	Begin general services and front-end setup		5	21-Sep-20	25-Sep-20	30										
5	P-110	Plan and Constructability Review		10	21-Sep-20	02-Oct-20	0										
6	P-120	Site Investigation		5	28-Sep-20	02-Oct-20	30										
7	P-130	Estimating and Budget Preparation		5	05-Oct-20	09-Oct-20	0										
8	P-140	Construction Schedule and Phasing Plan		5	05-Oct-20	09-Oct-20	25										
9	P-150	Project Bidding and GMP Creation		30	05-Oct-20	13-Nov-20	0										
10	P-160	DSA Review (If Needed)		15	05-Oct-20	23-Oct-20	15										
11	P-900	Pre-Construction Services Complete (Submit GMP)		0		13-Nov-20	0										
12	<b>Construction Phase</b>			189	16-Nov-20	05-Aug-21	0										
13	<b>Davis High Classroom Building</b>			189	16-Nov-20	05-Aug-21	0										
14	C-001	Davis Classroom Project Starts		0	16-Nov-20		0										
15	C-100	Mobilization- Setup site security, safety, and controls		5	16-Nov-20	20-Nov-20	0										
16	C-110	Mobilization- Temp facilities, temp utilities, laydown, staging		5	23-Nov-20	27-Nov-20	0										
17	C-120	Safe off existing utilities		5	30-Nov-20	04-Dec-20	0										
18	C-130	Demo		10	30-Nov-20	11-Dec-20	0										
19	C-140	SWPPP and BMPs		10	30-Nov-20	11-Dec-20	0										
20	C-150	UG - Utilities (Elec, DW, Comms)		15	18-Jan-21	05-Feb-21	0										
21	C-160	Rough Grading		5	14-Dec-20	18-Dec-20	0										
22	C-170	UG - Deep Fixed Utilities (SD, SS)		15	21-Dec-20	08-Jan-21	0										
23	C-180	Foundation Excavation and form work		5	08-Feb-21	12-Feb-21	0										
24	C-190	Building Foundations		15	15-Feb-21	05-Mar-21	0										
25	C-200	Ratslab		2	08-Mar-21	09-Mar-21	3										
26	C-210	Cure Concrete		5	08-Mar-21	12-Mar-21	0										
27	C-220	Set Building		8	15-Mar-21	24-Mar-21	0										
28	C-230	Connect Plumbing & Waste utilities		15	25-Mar-21	14-Apr-21	0										
29	C-240	Connect Electrical		15	25-Mar-21	14-Apr-21	0										
30	C-250	Low Voltage (FA, Comms)		15	25-Mar-21	14-Apr-21	0										
31	C-260	Install Ceiling Tiles		3	15-Apr-21	19-Apr-21	5										
32	C-270	Foundation vents		5	15-Apr-21	21-Apr-21	0										
33	C-280	Floor polish / seal		15	20-Apr-21	10-May-21	5										
34	C-320	Cabinets and Casework		7	11-May-21	19-May-21	5										
35	C-330	HVAC final hookup		5	20-May-21	26-May-21	5										
36	C-340	MEP finishes		5	27-May-21	02-Jun-21	5										
37	C-360	Building Startup and keying		5	03-Jun-21	09-Jun-21	5										
38	C-380	Building Cleanup		2	10-Jun-21	11-Jun-21	5										
39	<b>Site Work</b>			42	22-Apr-21	18-Jun-21	0										
40	C-290	Backfill @ building		5	22-Apr-21	28-Apr-21	0										
41	C-300	Site finish grade		5	29-Apr-21	05-May-21	0										
42	C-310	Site concrete		15	06-May-21	26-May-21	0										
43	C-350	Install Site Fencing		7	27-May-21	04-Jun-21	0										
44	C-370	Paving		5	07-Jun-21	11-Jun-21	0										
45	C-390	Striping		2	14-Jun-21	15-Jun-21	0										
46	C-400	Signage		3	16-Jun-21	18-Jun-21	0										



█ Remaining Level of Effort   
 █ Remaining Work   
 ◆ Milestone  
█ Actual Work   
 █ Critical Remaining Work



#	Activity ID	Activity Name	GAC-RESP	Planned Duration	Start	Finish	Total Float	2020				2021					
								Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
94	T-440	Final Inspection - Building Occupancy Inspection		1	23-Jul-21	23-Jul-21	3										
95	T-450	Final Cleanup		3	26-Jul-21	28-Jul-21	3										
96	T-460	Substantial Completion		0		28-Jul-21	3										
97	T-470	Demobilization		3	29-Jul-21	02-Aug-21	3										
98	T-900	Transportation Building Final Completion		0		02-Aug-21	3										
99	<b>Leaseback Phase</b>			0	06-Aug-21	06-Aug-21	0										
100	LB-001	Start Lease back		0	06-Aug-21		0										



█ Remaining Level of Effort   
  Remaining Work   
 ◆ ◆ Milestone  
 Actual Work   
  Critical Remaining Work

**EXHIBIT "3"**

**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.**

**SCHEDULE OF VALUES**

**GRACE M. DAVIS HIGH SCHOOL 900 WING ADDITION  
MASTER BID DATE 10/30/20**

<b>Item No.</b>	<b>Spec Section</b>	<b>Description</b>	<b>Total Dollar Value</b>	<b>Completed To Date</b>	<b>Less: Previous</b>	<b>This Draw</b>	<b>Work Remaining</b>	<b>% Complete</b>
1		Mobilization & Safe-Off	4,500.00	0.00	0.00		4,500.00	0.00%
2		Underground Locating Services	2,500.00	0.00	0.00		2,500.00	0.00%
3		Survey	7,210.00	0.00	0.00		7,210.00	0.00%
4	024119	Site Demo	23,000.00	0.00	0.00		23,000.00	0.00%
5	033000	CIP Concrete	49,000.00	0.00	0.00		49,000.00	0.00%
6	101400	Signage	1,550.00	0.00	0.00		1,550.00	0.00%
7	122113	Roll-Down Window Shades	5,164.00	0.00	0.00		5,164.00	0.00%
8	Div 22	Plumbing	5,900.00	0.00	0.00		5,900.00	0.00%
9	Div 23	HVAC	2,900.00	0.00	0.00		2,900.00	0.00%
10	DIV 26/27/28	Electrical & LV	146,964.00	0.00	0.00		146,964.00	0.00%
11		Security	7,341.00	0.00	0.00		7,341.00	0.00%
12	311000	Earthwork	83,000.00	0.00	0.00		83,000.00	0.00%
13		Sewer/Storm/Water	167,000.00	0.00	0.00		167,000.00	0.00%
14	321216	Hot-Mixed Asphalt	26,000.00	0.00	0.00		26,000.00	0.00%
15	323113	Chain Link Fences & Gates	40,825.00	0.00	0.00		40,825.00	0.00%
16		Carpenter/Laborer Misc. Items	7,500.00	0.00	0.00		7,500.00	0.00%
17		OFCI Items	4,000.00	0.00	0.00		4,000.00	0.00%
18		SWPPP Paperwork & Inspections	12,500.00	0.00	0.00		12,500.00	0.00%
19		SWPPP Install/ Maintenance	5,500.00	0.00	0.00		5,500.00	0.00%
20		Fire Extinguishers	500.00	0.00	0.00		500.00	0.00%
21		Off-Haul of Elec/Plumb/AMS Spoils	5,500.00	0.00	0.00		5,500.00	0.00%
22		Striping / Pavement Markings	2,500.00	0.00	0.00		2,500.00	0.00%
23		Stabilized Construction Entrance	5,000.00	0.00	0.00		5,000.00	0.00%
24		Dust Control	2,500.00	0.00	0.00		2,500.00	0.00%
25		Irrigation & Landscape Repair (allowance)	7,500.00	0.00	0.00		7,500.00	0.00%
26		Drinking Fountain Rails	2,000.00	0.00	0.00		2,000.00	0.00%
27		Street Sweeping	3,400.00	0.00	0.00		3,400.00	0.00%
28		Systems Start-up	3,500.00	0.00	0.00		3,500.00	0.00%
29		Training	2,500.00	0.00	0.00		2,500.00	0.00%
30		Final Cleaning	6,000.00	0.00	0.00		6,000.00	0.00%
31								
32		<b>Subcontractors / Self-Performed Total</b>	<b>643,254.00</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>643,254.00</b>	<b>0.00%</b>
33		<b>General Conditions</b>	<b>198,400.00</b>	0.00	0.00		198,400.00	0.00%
34		<b>Developer Fee</b>	<b>58,916.00</b>	0.00	0.00		58,916.00	0.00%
35		<b>Liability Insurance</b>	<b>7,475.00</b>	0.00	0.00		7,475.00	0.00%
36		<b>Risk Insurance</b>	<b>4,540.00</b>	0.00	0.00		4,540.00	0.00%
37		<b>Bond</b>	<b>6,114.00</b>	0.00	0.00		6,114.00	0.00%
38		<b>Contractor Total</b>	<b>918,699.00</b>	0.00	0.00		918,699.00	0.00%
39		<b>Allowance</b>	<b>0.00</b>	0.00	0.00		0.00	0.00%
40		<b>Subtotal after Allowances</b>	<b>918,699.00</b>	0.00	0.00		918,699.00	0.00%
41		<b>Contingency</b>	<b>185,301.00</b>	0.00	0.00		185,301.00	0.00%
42		<b>Total Guaranteed Maximum Price</b>	<b>1,104,000.00</b>	0.00	0.00	<b>0</b>	<b>1,104,000.00</b>	<b>0.00%</b>

**SCHEDULE OF VALUES**

**TRANSPORTATION DEPARTMENT SHOP AND SITE RENOVATIONS**

**MASTER BID DATE 10/30/20**

<b>Item No.</b>	<b>Spec Section</b>	<b>Description</b>	<b>Total Dollar Value</b>	<b>Completed To Date</b>	<b>Less: Previous</b>	<b>This Draw</b>	<b>Work Remaining</b>	<b>% Complete</b>
1		Mobilization & Safe-Off	3,500.00	0.00	0.00		3,500.00	0.00%
2		Underground Locating Services	2,500.00	0.00	0.00		2,500.00	0.00%
3		Survey	6,450.00	0.00	0.00		6,450.00	0.00%
4	024119	Site Demo	28,400.00	0.00	0.00		28,400.00	0.00%
5	033000	CIP Concrete, Building Foundation	58,000.00	0.00	0.00		58,000.00	0.00%
6		Site Concrete	56,900.00	0.00	0.00		56,900.00	0.00%
7	042000	CMU	86,011.00	0.00	0.00		86,011.00	0.00%
8	051200	Structural Steel (roof framing, building)	119,904.00	0.00	0.00		119,904.00	0.00%
9	081113	Standard Steel Doors & Frames	2,690.00	0.00	0.00		2,690.00	0.00%
10		Overhead Steel Rolling Doors	79,697.00	0.00	0.00		79,697.00	0.00%
11		Door Removal	14,923.00	0.00	0.00		14,923.00	0.00%
12		Material & Labor to temp cover doors	27,600.00	0.00	0.00		27,600.00	0.00%
13	099113	Painting	37,380.00	0.00	0.00		37,380.00	0.00%
14	101400	Signage	500.00	0.00	0.00		500.00	0.00%
15	Div 22	Plumbing	109,700.00	0.00	0.00		109,700.00	0.00%
16	Div 23	HVAC (EF)	6,208.00	0.00	0.00		6,208.00	0.00%
17	DIV 26/27/28	Electrical & LV	271,752.00	0.00	0.00		271,752.00	0.00%
18		Security	11,502.00	0.00	0.00		11,502.00	0.00%
19	311000	Earthwork - Site Grading	49,800.00	0.00	0.00		49,800.00	0.00%
20		Storm Drain	12,900.00	0.00	0.00		12,900.00	0.00%
21	321216	Hot-Mixed Asphalt & Agg Base	9,800.00	0.00	0.00		9,800.00	0.00%
22	323113	Chain Link Fences & Gates	16,578.00	0.00	0.00		16,578.00	0.00%
23		Trench Drain at Wash Bay	26,700.00	0.00	0.00		26,700.00	0.00%
24		Hose Reels & Accessories	322,962.00	0.00	0.00		322,962.00	0.00%
25		Lath & Plaster	27,525.00	0.00	0.00		27,525.00	0.00%
26		Hydro-Chem Systems Bus Wash	121,839.00	0.00	0.00		121,839.00	0.00%
27		HCS Blower	47,995.00	0.00	0.00		47,995.00	0.00%
28		Crew for HCS Install	12,600.00	0.00	0.00		12,600.00	0.00%
29		Saw-Cut for HCS Sensors	1,400.00	0.00	0.00		1,400.00	0.00%
30		Floor Sealer	5,300.00	0.00	0.00		5,300.00	0.00%
31		Metal Studs & Drywall Patches	12,243.00	0.00	0.00		12,243.00	0.00%
32		Wall Insulation	2,500.00	0.00	0.00		2,500.00	0.00%
33		General Laborer	30,240.00	0.00	0.00		30,240.00	0.00%
34		SWPPP Paperwork & Inspections	15,250.00	0.00	0.00		15,250.00	0.00%
35		SWPPP Install/ Maintenance	6,500.00	0.00	0.00		6,500.00	0.00%
36		Off-Haul of Elec/Plumb Spoils	3,500.00	0.00	0.00		3,500.00	0.00%
37		Striping / Pavement Markings	2,500.00	0.00	0.00		2,500.00	0.00%
38		Stabilized Construction Entrance	5,000.00	0.00	0.00		5,000.00	0.00%
39		Dust Control	2,500.00	0.00	0.00		2,500.00	0.00%
40		Scissor Lifts	6,400.00	0.00	0.00		6,400.00	0.00%
41		Equipment Rental (grad-all)	32,000.00	0.00	0.00		32,000.00	0.00%
42		Street Sweeping	3,400.00	0.00	0.00		3,400.00	0.00%
43		Start-up	3,500.00	0.00	0.00		3,500.00	0.00%
44		Training and Turn-over	2,500.00	0.00	0.00		2,500.00	0.00%
45		Final Cleaning	6,500.00	0.00	0.00		6,500.00	0.00%
46								
47		<b>Subcontractors / Self-Performed Total</b>	<b>1,713,549.00</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1,713,549.00</b>	<b>0.00%</b>
48		<b>General Conditions</b>	<b>198,400.00</b>	0.00	0.00		198,400.00	0.00%
49		<b>Developer Fee</b>	<b>133,836.00</b>	0.00	0.00		133,836.00	0.00%
50		<b>Liability Insurance</b>	<b>16,980.00</b>	0.00	0.00		16,980.00	0.00%
51		<b>Risk Insurance</b>	<b>10,314.00</b>	0.00	0.00		10,314.00	0.00%
52		<b>Bond</b>	<b>13,890.00</b>	0.00	0.00		13,890.00	0.00%
53		<b>Contractor Total</b>	<b>2,086,969.00</b>	0.00	0.00		2,086,969.00	0.00%
54		<b>Allowance</b>	<b>0.00</b>	0.00	0.00		0.00	0.00%
55		<b>Subtotal after Allowances</b>	<b>2,086,969.00</b>	0.00	0.00		2,086,969.00	0.00%
56		<b>Contingency</b>	<b>209,031.00</b>	0.00	0.00		209,031.00	0.00%
57		<b>Total Guaranteed Maximum Price</b>	<b>2,296,000.00</b>	0.00	0.00	<b>0</b>	<b>2,296,000.00</b>	0.00%