

**Fifth Amendment**  
**to Exhibit D**  
**to the Facilities Lease**  
**Between Lathrop Construction And Kentfield School District**

**GUARANTEED MAXIMUM PRICE, CONTINGENCY, FINAL SCHEDULE MILESTONES, AND EXCLUSIONS**

The Facilities Lease between Lathrop Construction and Kentfield School District contemplates that after preconstruction is completed, the parties will finalize a price, schedule and scope of work within a document that will become Exhibit D thereto.

The Parties previously finalized four amendments to Exhibit D relating to work to be completed at Kent Middle School and Bacich Elementary School.

The Parties now wish to enter into this "Fifth Amendment" to Exhibit D to add scope to be completed at Bacich Elementary School. The scope of work to be covered by this Fifth Amendment shall be as follows:

**Phase 1:** Modernization of Building D staff and Boys restrooms, building C girls restrooms, and Library restroom; including but not necessarily limited to roofing penetrations, painting, plumbing, demolition, flooring, trenching, wood framing, wall tiling, HVAC, CMU infill, doors, electrical, toilet accessories, drywall, cement board & taping, plaster patching, and final cleaning (hereinafter "Phase 1");

**Phase 2:** Modernization of Building E Boys and Girls Restrooms including but not necessarily limited to painting, plumbing, demolition, flooring, wall tiling, electrical, toilet accessories and partitions, drywall, cement board & taping, and final cleaning (hereinafter "Phase 2").

This Fifth Amendment shall not affect the rights and obligations of the Parties relating to the First, Second, Third, or Fourth Amendments.

**1. GMP and Contingency**

The Guaranteed Maximum Price (GMP) for the work covered by this Fifth Amendment (described below) shall be **Four Hundred Thirty-Eight Thousand, Seven Hundred Eighty-Five Dollars and Thirty-Three Cents (\$438,785.33)**. Notwithstanding anything in the agreement to the contrary, the Construction Contingency shall be **Thirty-Nine Thousand, Eight Hundred Eighty-Nine Dollars and Fifty-Eight Cents (\$39,889.58)**.

No work for which a contractor is required to be licensed in accordance with Article 5 (commencing with Section 7065) of Chapter 9 of Division 3 of the Business and Professions Code and for which Division of the State Architect approval is required can be performed before receipt of the required Division of the State Architect approval.

**2. Allowances**

Allowances are amounts included in the GMP that may or may not be included in the Project, depending on conditions that will become known only after the Project is underway. Allowance work shall only be performed at the determination and direction of the District in writing. At closeout of the Project, any funds remaining in the Allowances shall be credited back to the District. Contractor and District will work together in good faith to ensure that materials and equipment under an Allowance shall be selected promptly to avoid delay to the Work.

The GMP contains the following Allowances:

Fill Under Epoxy Flooring: \$19,655.00  
Plumbing Rough-In Modifications: \$11,000.00  
CMU Mobilization After Building B:\$1,575.00  
In-Wall Backing: \$6,125.00

**3. Time**

The anticipated start dates shall be as follows:

**Phase 1:** June 24, 2019

**Phase 2:** July 22, 2019

Contractor shall achieve substantial completion (or "Completion" as defined in section 21.05 of the Facilities Lease) for each by the following deadlines:

**Phase 1:** August 30, 2019

**Phase 2:** September 20, 2019

KENTFIELD SCHOOL DISTRICT,  
a school district organized and existing under the laws  
of the State of California

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

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

LATHROP CONSTRUCTION ASSOCIATES, INC.

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

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