AMENDMENT NO. 2
TO
LEASE-LEASEBACK DOCUMENTS BETWEEN
DUARTE UNIFIED SCHOOL DISTRICT AND
BALFOUR BEATTY CONSTRUCTION, LLC
(BEARDSLEE ACADEMY AND MIT MODERNIZATION)

This Amendment No. 2 to the Lease-Leaseback Documents ("**Amendment No. 2**") is made and entered into on October 9, 2026 between **Duarte Unified School District** ("**District**") and **Balfour Beatty Construction, LLC** ("**Contractor**") (collectively, the "**Parties**").

RECITALS

A. **WHEREAS**, the Parties entered into the following two leases pursuant to Education Code section 17406 under which Contractor is obligated to provide construction services for the Beardslee Dual Language Academy and Mount Olive Innovation and Technology High School Relocation and Modernization Project ("**Project**"):

1. Site Lease by and between the Parties, dated as of February 4, 2025 ("**Site Lease**"); and
2. Facilities Lease by and between Parties, dated as of February 4, 2025 ("**Facilities Lease**")

(collectively, with all incorporated exhibits, the "**Lease-Leaseback Documents**"); and

B. **WHEREAS**, at the time the Lease-Leaseback Documents were executed, the plans and specifications for the Project had not yet been approved by the Division of The State Architect ("DSA"); and

C. **WHEREAS,** after DSA approval had been received, the Parties amended the Lease-Leaseback Documents to include the guaranteed project cost for the Project pursuant to Amendment No. 1.

D. **WHEREAS,** it is now the desire and intention of the Parties to amend the Lease-Leaseback Documents to authorize work pursuant to change orders and amend the Guaranteed Maximum Price to include Contractor's compensation for those change orders 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 set forth herein below, it is mutually agreed as follows:

TERMS AND CONDITIONS

1. **REPLACE** Exhibit C to the Facilities Lease with the attached **Amended Exhibit C to Facilities Lease**, attached hereto as **Attachment A** and incorporated herein by reference.

2. **ADD** Exhibit F to the Facilities Lease (Construction Schedule) with the attached **Exhibit F to Facilities Lease**, which are attached hereto as **Attachment B** and incorporated herein by reference.

3. **ADD** Exhibit G to the Facilities Lease (Schedule of Values) with the attached **Exhibit G to Facilities Lease**, attached hereto as **Attachment C** and incorporated herein by reference.

4. **ADD** Exhibit J to the Facilities Lease (Plans, Technical Specifications, And Drawings) with the attached **Exhibit J to Facilities Lease**, attached hereto as **Attachment D** and incorporated herein by reference.

5. **REPLACE** Exhibit A to the Facilities Lease with the attached **Amended Exhibit A to Facilities Lease**, attached hereto as **Attachment E.**

6. The Parties acknowledge that this Amendment No. 2 is subject to approval or ratification by the District Board of Education ("**Board**"). In the event that the Board rejects this Amendment No. 2, none of the Parties shall be deemed to have waived any rights with respect to the Lease-Leaseback Documents.

7. 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 No. 2 and any provision of the Lease-Leaseback Documents, the provisions of this Amendment No. 2 shall control.

8. This Amendment No. 2, including the Attachments incorporated by reference into this Amendment No. 2, is considered a completely integrated agreement, supersedes all previous contracts of any kind, oral or written, and constitutes the entire understanding and agreement of the Parties hereto. No extrinsic evidence of any kind or character may be admitted to alter or amend the terms of this completely integrated agreement, unless evidenced by an amendment to the Lease-Leaseback Documents superseding this Amendment No. 2. Contractor shall be entitled to no other benefits than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both Parties. Contractor specifically acknowledges that in entering this Amendment No. 2, Contractor relies solely upon the provisions contained in this Agreement.

ACCEPTED AND AGREED on the date indicated below:

Dated: October 15, 2026	Dated: October 15, 2026
Duarte Unified School District	**Balfour Beatty Construction, LLC**
By: _____	By: _____
Print Name: Meghna Bulsara	Print Name: _____
Print Title: Asst. Superintendent-Business Services	Print Title: _____

Attachment A

AMENDED EXHIBIT C
TO
FACILITIES LEASE

GUARANTEED PROJECT COST AND
OTHER PROJECT COST, FUNDING, AND PAYMENT PROVISIONS

1. Preliminary Services Payments.

[Completed]

2. Site Lease Payments. As indicated in the Site Lease, Contractor shall pay One Dollar ($1.00) per year to the District as consideration for the Site Lease until the expiration or early termination of the Site Lease and/or the Facilities Lease.

3. Guaranteed Project Cost (or Guaranteed Maximum Price). Pursuant to the Facilities Lease, Contractor will cause the Project to be constructed for **$16,358,928** ("**Guaranteed Project Cost**" **or** "**GPC**" **or** "**Guaranteed Maximum Price**" **or** "**GMP**"). Except as indicated herein for modifications to the Project approved by the District pursuant to **Exhibit D**, or by written amendment, Contractor will not seek additional compensation from District in excess of Guaranteed Project Cost. District shall pay the Guaranteed Project Cost to Contractor in the form of Tenant Improvement Payments and Lease Payments plus Interest as indicated herein. The Guaranteed Project Cost is as allocated here:

The Guaranteed Project Cost includes the following components and as further detailed herein:

DETAILED GPC TABLE			
Item	**Component**	**Percentage**	**Amount**
COST TO PERFORM WORK & GENERAL CONDITIONS			
(A)	**Cost to Perform Work** (Subcontractor costs plus costs of Contractor-performed work)		**$9,807,530**
(B)	**General Conditions** (Including all General Requirements and 2 ½ months approved Extended General Conditions)		**$1,774,992**
(C)	**SUBTOTAL OF COST TO PERFORM WORK & GENERAL CONDITIONS**		**$11,582,522**
(D)	**Bonds and Insurance** (Proposed & agreed-upon percentage multiplied by amount from **(C)**)	2.5%	**$289,563**
(E)	**Builders Risk Insurance** (Proposed & agreed-upon percentage multiplied by amount from **(C)**)	2.05%	**$237,442**
(F)	**Overhead & Profit** (Proposed & agreed-upon percentage multiplied by amount from **(C)**)	4%	**$463,301**
(G)	**TOTAL INITIAL MARK-UP**		**$990,306**
(H)	**Construction Contingency** (Only if agreed to and indicate as a set amount, not a percentage)		**$980,753**
(I)	**Allowance(s)**		**$760,000**

	(Only if agreed to and indicate as a set amount, not a percentage) [redacted]	
(J)	**TOTAL CONTINGENCIES & ALLOWANCES**	**$1,740,753**
(k)	**Change Order 1** (General Conditions Fee for Preconstruction Extended Services)	**$106,571**
(L)	**Change Order 2** (Portables AD-T to Beardslee)	**$117,546.14**
(M)	**Change Order 3** (MIT Campus at Duarte HS)	**$55,287.51**
(N)	**Change Order 4** (Valley View Playground)	**$524,604.62**
(O)	**Change Order 5** (Portables Beardslee to Maxwell)	**$236,536.50**
(P)	**Change Order 6** (Maxwell Portable Construction Costs)	**$1,004,800.89**
(Q)	**TOTAL CHANGE ORDERS**	**$2,045,347**
	TOTAL GPC (C) + (G) + (J) + (Q)	**$16,358,928**
	Interest on Lease Payments (For Parties information, identify total anticipated amount here)	**$3,544**
	TOTAL GPC + Anticipated Interest on Lease Payments	**$16,362,472**

3.1. Cost to Perform Work.

3.1.1. **Subcontract Costs.** Payments made by the Contractor to Subcontractors, which payments shall be made in accordance with the requirements of the Contract Documents. The final, contracted-for amount between the Contractor and each Subcontractor shall be the exact amount that is put into the final GPC, after all leveling between trades and subcontractors and without any added allowances or contingencies, unless specifically identified and approved, in advance, by the District.

3.1.2. **Contractor-Performed Work.** Costs incurred by the Contractor for self-performed work, if approved in advance by the District and procured pursuant to the Contract Documents.

3.2. General Conditions. The fixed amount to be paid for 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 Contractor (except for insurance); all fees, permits, assessments and charges that are required to be paid to other agencies or entities to permit, authorize or entitle construction, reconstruction or completion of the Project; taxes; and all contributions, assessments and benefits, holidays, vacations, retirement benefits, and incentives, whether required by law or collective bargaining agreements or otherwise paid or provided by Contractor 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 cost of General Conditions shall be increased or reduced accordingly.

3.3. Bonds & Insurance. Mark-up for Bonds and Insurance shall be **2.5%** calculated against the Cost to Perform Work and General Conditions, but **NOT** against the Contingency and Allowance(s) amount(s).

3.4. Builders Risk Insurances. Mark-up for Builders Risk Insurance shall be **2.05%** calculated against the Cost to Perform Work and General Conditions, but **NOT** against the Contingency and Allowance(s) amount(s).

3.5. Overhead and Profit Overhead and Profit. Mark-up for Overhead and Profit shall be **4%** calculated against the Cost to Perform Work and General Conditions, but **NOT** against the Contingency and Allowance(s) amount(s).

3.6. Contingency.

3.6.1. **Contingency Amount.** A contingency of **$980,753** ("**Contingency**") is included in the Guaranteed Project Cost and may be used at the Contractor's request only upon obtaining the District's prior written approval consistent with the requirements herein.

3.6.2. **Mark-Up Contingency Only When Used.** When the Parties establish the Guaranteed Project Cost, Contractor shall **NOT** calculate mark-up for Bonds, Insurance, and Overhead and Profit for the Contingency. When Contractor is pricing any Work paid from the Contingency, Contractor may mark-up its pricing in the same structure it can for a Change Order (see the "Format for Proposed Change Order" section in **Exhibit D)**, but only if the Contractor did not include the Contingency amount when it priced its Fee, bonds and insurance, overhead or profit to establish the GPC.

3.6.3. **Requests for Use of Contingency.** Prior to performing any Work that Contractor intends to be paid for out of any portion of the Contingency, Contractor must submit to the District a written request for the Contractor's use of the Contingency that shall include:

3.6.3.1. The same detail and requirements as a Proposed Change Order as indicated in **Exhibit D**; and

3.6.3.2. Substantiation enabling the District to determine that the proposed use of the Contingency covers one of the items below for an "Allowable Contingency Use" and "Conditions for Contingency Use."

3.6.4. **Allowable Contingency Use.** The Contingency shall only be used for the following items:

3.6.4.1. Scope gaps;

3.6.4.2. Costs to address unforeseen safety items not contemplated by the Parties at the time of the execution of the Contract;

3.6.4.3. Construction associated with the refinement of incomplete design information within the Plans and Specifications ("**Missing Design Information**") that **could** have been identified by the District and corrected prior to the District's issuance of the request for proposal (or request for qualifications and proposals) for this Project. If Contractor performed Preliminary Services including constructability review, the preceding shall not apply to Missing Design Information that was within the Contractor's Preliminary Services scope that should have been reasonably identified by Contractor at that time.

3.6.4.4. Damage that has occurred between trades during construction, excluding: (i) costs of repairing or correcting Work damaged or improperly executed by workers; (ii) work that was improperly or incorrectly performed by Contractor or its subcontractors or suppliers; or (iii) damage that is covered by Contractor's or Subcontractor's insurance, excluding the District's insurance; or

3.6.4.5. Other items requested by the Contractor if approved by the District in writing, in the District's sole discretion.

3.6.5. **Conditions for Contingency Use.** The Contingency shall only be used if **all** the following conditions are satisfied:

3.6.5.1. If Contractor demonstrates that the item was not otherwise in its or its Subcontractors' pricing for the Project;

3.6.5.2. The use of the Contingency was not in any way caused by Contractor's negligence or misconduct; and

3.6.5.3. Only if the cost of the Work is not recoverable by Contractor from any other available funding source, including, without limitation, from others, by insurance or otherwise.

3.6.6. **Substantiating Contingency Use.** Contractor shall prepare documents for its use of Contingency through the "Changes in the Work" section of **Exhibit D**. Any PCO shall identify that Contractor shall be compensated out of the Contingency. Contractor shall prepare an updated Schedule of Values that includes a line item for the Work approved by the District in connection with the PCO. Unless the Contingency is not within the Guaranteed Project Cost, the District does not need to issue a Change Order to authorize the use of Contingency, and may instead provide Contractor written authorization for the use of Contingency.

3.6.7. **Contingency Exhaustion.** If Contractor depletes the Contingency, any costs for items referenced in this "Contingency" section shall be at the Contractor's sole expense.

3.6.8. **End of Project Reconciliation.** The unused portion of the Contingency shall be retained by the District at the end of the Project and will be documented by the District through any reasonable means, including, without limitation, a deductive Change Order.

3.7. Allowances.

3.7.1. Allowances in the amount of **$760,000** for the specific scopes and amounts as indicated in Contractor's Proposal ("**Allowance(s)**"), are included in the Guaranteed Project Cost and may be used at the Contractor's request only upon obtaining the District's prior written approval consistent with the requirements herein.

OFCI Cameras, buzzer, monitors, printer, data, power	$100,000
Landscape allowance to return Beardslee Park to District – hydroseed/repair	$90,000
Spec Section 28300 40 hours (28 30 00, 3.19 Training)	Included in electrical proposal
Increase Misc. roof repairs to $80,000 net add of $48,000	$80,000
Cameras at relo staging area	$80,000
Allowance to replace 50% plywood subfloor	$65,000
Flooring allowance	$10,000
Paint allowance – touch up paint (Addendum 1)	$20,000
Painting allowance – to be used at discretion of District	$15,000
Painting Allowance – to be used to paint roofs of buildings in scope	$50,000
Asphalt/Concrete paving allowance for unidentified retaining wall	$50,000
Structural concrete footing for unidentified retaining wall	$20,000
Site utilities drainage for unidentified retaining wall	$10,000
Site utilities connection fee to American Water	$60,000
Landscape allowance for Beardslee existing conditions	$10,000
General note in Spec	$100,000

3.7.2. **Mark-Up Allowance(s) Only When Used.** When the Parties establish the Guaranteed Project Cost, Contractor shall **NOT** calculate mark-up for Bonds, Insurance, and

Overhead and Profit for the Allowance(s). When Contractor is pricing any Work paid from the Allowance(s), Contractor may mark-up its pricing in the same structure it can for a Change Order (see the "Format for Proposed Change Order" section in **Exhibit D),** but only if the Contractor did not include the Allowances amount when it priced its Fee, bonds and insurance, overhead or profit to establish the GPC.

3.7.3. **Requesting Use of Allowance(s).** District may authorize the use Allowance(s) in its discretion. Contractor may request to use Allowance(s), but must do so by submitting to the District a written request for the use of an Allowance that shall include:

3.7.3.1. The same detail and requirements as a Proposed Change Order as indicated in **Exhibit D**;

3.7.3.2. An explanation in sufficient detail demonstrating to the District's satisfaction that the use of the Allowance is necessary to complete the Project; and

3.7.3.3. Substantiation enabling the District to determine that the proposed use of the Allowance covers one of the scopes of the Allowances above

3.7.4. **Cost of Allowance Work Exceeds Allowance.** Contractor acknowledges and agrees that it prepared the Allowance(s) amounts. If the actual cost of Work for any portion of the Allowance exceeds the amount identified by Contractor for that Work in the Allowance, Contractor shall be solely responsible for all additional costs unless (1) otherwise provided by the Contract Documents, or (2) If the actual cost of Work exceeds the $80,000 Allowance identified for roof repairs, then Contractor may request use of Contingency for the additional costs subject to the requirements herein for Contingency.

3.7.5. **End of Project Reconciliation.** The unused portion of the Allowance(s) shall be retained by the District at the end of the Project and will be documented by the District through any reasonable means, including, without limitation, a deductive Change Order.

4. Payment of Guaranteed Project Cost. District shall pay the Guaranteed Project Cost to Contractor in the form of Tenant Improvement Payments and Lease Payments plus interest as indicated herein.

4.1. Tenant Improvement Payments. Prior to the District's taking delivery or occupancy of the Project, the District shall pay to Contractor **$16,031,749** ("**Tenant Improvement Payment(s)**"), based on the amount of Work satisfactorily performed and approved by the District less the total amount to be paid as Lease Payments, according to the Contractor's Schedule of Values (**Exhibit G** to the Facilities Lease) and pursuant to the provisions in **Exhibit D** to the Facilities Lease.

4.2. Lease Payments Plus Interest. Thirty (30) days after the Parties execute the Memorandum of Commencement Date attached to the Facilities Lease as **Exhibit E** and the Contractor has completed and satisfied the conditions indicated below, the District shall pay to Contractor two percent (2%) of the GPC as lease payments in the amount of **$327,179** ("**Lease Payment(s)**") plus interest, as indicated below.

4.2.1. It is the intent of the Parties that the Lease Payments plus interest will be kept from the Contractor's final payment application(s), including payment application(s) seeking payment of any Retention held pursuant to the Contract Documents.

4.2.2. The Lease Payments plus interest shall be consideration for the District's rental, use, and occupancy of the Project and the School Site(s) and shall be made in equal monthly installments for the duration of the Term.

4.2.3. The District represents that the total annual Lease Payment plus interest 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.

4.2.4. **Fair Rental Value**. District and Contractor have agreed and determined that the total Lease Payments plus interest constitute adequate consideration for the lease term in 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.

4.2.5. **Each Payment Constitutes a Current Expense of the District.**

4.2.5.1. The District and Contractor understand and intend that the obligation of the District to pay Lease Payments plus interest 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.

4.2.5.2. Lease Payments plus interest 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.

4.2.5.3. The District covenants to take all necessary actions to include the estimated Lease Payments plus interest in each of its final approved annual budgets.

4.2.5.4. The District further covenants to in good faith 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 plus interest that come due and payable during the period covered by each such budget. Contractor 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 plus interest 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.

4.2.5.5. The Contractor cannot, under any circumstances, accelerate the District's payments under the Facilities Lease, but the District may elect to buyout the Facilities Lease as provided for herein.

4.2.6. **Timing of Lease Payments.** The first Lease Payment is due only after the following conditions have been completed and satisfied:

4.2.6.1. The Final Tenant Improvement Payment has been paid;
4.2.6.2. All applicable Retention (less the Lease Payments) has been paid pursuant to the terms of the Contract Documents;
4.2.6.3. The Parties have executed the Memorandum of Commencement Date,

attached to the Facilities Lease as **Exhibit E**; and

4.2.6.4. The Contractor has provided a duly completed and executed "**Unconditional Waiver and Release upon Final Payment**" compliant with Civil Code section 8138 from all subcontractors of any tier and suppliers that each has been paid all amounts owing to it from the Contractor for all work on the Project.

4.2.7. The Lease Payment Amount shall be paid pursuant to the following structure and the annual interest rate shall be at **two percent (2%)**. To the extent that the Term runs into a subsequent calendar year, the interest rate shall not adjust, unless agreed upon by the District in writing. The first payment is due 30 Days after execution of the Memorandum of Commencement Date and the above conditions have been completed and satisfied.

Date of Payment	(A) Lease Payments	(B) Interest Due on Lease Payment	Lease Payment plus interest due by District to Contractor (A + B)
30 Days after execution of Memorandum of Commencement and the above conditions have been completed and satisfied	$27,265	$545	$27,810
30 days thereafter	$27,265	$500	$27,765
30 days thereafter	$27,265	$454	$27,719
30 days thereafter	$27,265	$409	$27,674
30 days thereafter	$27,265	$364	$27,628
30 days thereafter	$27,265	$318	$27,583
30 days thereafter	$27,265	$273	$27,538
30 days thereafter	$27,265	$227	$27,492
30 days thereafter	$27,265	$182	$27,447
30 days thereafter	$27,265	$136	$27,401
30 days thereafter	$27,265	$91	$27,356
30 days thereafter	$27,265	$45	$27,310
Total	**$327,179**	**$3,544**	**$330,723**

4.2.1. **Financed Portion of Lease Payments.** The District requires the Contractor to finance a portion of the Phase 1 Lease Payments and Phase 2 Lease Payments and that financing is reflected in the tables above.

4.3. In no event shall the cumulative total of the Tenant Improvement Payments and the Lease Payments plus interest ever exceed the Guaranteed Project Cost as defined herein, unless modified pursuant to **Exhibit D** to the Facilities Lease.

5. Changes to Guaranteed Project Cost.

5.1. As indicated in the Facilities Lease, the Parties may add or remove specific scopes of work from the Project. Based on these change(s), the Parties may agree to a reduction or increase in the Guaranteed Project Cost. If a cost impact or a change is agreed to by the Parties, it shall be reflected as a reduction or increase in the Tenant Improvement Payments and paid upon the payment request from the Contractor when the work is performed or deducted from the next payment request from the Contractor, as applicable. Any change to the Guaranteed Project Cost shall not affect the Lease Payments, nor the interest rate, unless expressly agreed upon by the District in writing.

5.2. The Parties acknowledge that the Guaranteed Project Cost is based on the Construction Documents, including the Plans and Specifications, as identified in **Exhibit J** to the Facilities Lease.

5.3. Cost Savings. Contractor shall work cooperatively with Architect, subcontractors and District, in good

faith, to identify appropriate opportunities to reduce Project costs and promote cost savings. Any identified cost savings from the Guaranteed Project Cost shall be identified by Contractor, and if approved in writing by the District, that cost savings shall be deducted from the Guaranteed Project Cost. If any cost savings require revisions to the Construction Documents, Contractor shall work with the District with respect to revising the Construction Documents and, if necessary, obtaining the approval of DSA with respect to those revisions. At the District's discretion, any reasonable cost incurred by District and/or the Contractor for those revisions may be paid for out of the identified savings before it is deducted from the Guaranteed Project Cost. Contractor shall be entitled to an extension of Contract Time equal to the delay in Project Completion caused by any cost savings adopted by District, if requested in writing before the approval of the cost savings.

5.4. Insurance and Bond Reimbursements. At Project Completion, Contractor shall require reimbursement from its insurance brokers and/or insurers and its bond brokers and/or sureties, all portions of Contractor's bond premiums, either paid or to be paid, that are not at-risk due to a reduction in the Guaranteed Project Cost. All amounts of premium reimbursement that Contractor receives from the Contractor's insurance brokers and/or insurers and its bond brokers and or sureties, shall be withheld by District from Contractor's Lease Payment(s). The District shall estimate this amount until Contractor indicates what the total amount of this reimbursement is.

6. Future Buyout of Facilities Lease. The District may choose to buyout the Lease Payments in a lump sum during the term of the Facilities Lease. The Parties agree that any buyout will be memorialized in writing and serve to terminate the Site Lease and the Facilities Lease and will reduce the interest owed based on the time of the buyout. Under no circumstances can this buyout occur until at least sixty (60) days after Project Completion or the Execution of the Memorandum of Commencement Date, whichever is later. In no event shall any buyout increase the total amount of Lease Payment amounts, plus interest in excess of the amounts included in the Project's Guaranteed Project Cost.

Attachment B

EXHIBIT F
TO
FACILITIES LEASE

CONSTRUCTION SCHEDULE

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

Preliminary Services. Preliminary Services are complete.

Construction Schedule for Project. The Construction Schedule is as follows:

- It is hereby understood and agreed that assuming the District issues a Notice to Proceed for Phase 1 of the Project on or before **December 12, 2025,** then:
    - District shall have Beneficial Occupancy of the Project on or before **May 19, 2027.**
- In addition to the general parameters above for the Construction Schedule, attached is a detailed Project Construction Schedule with a duration no longer than the Contract Time, and with specific milestones that Contractor shall meet.

[PARTIES MUST INSERT/ATTACH THE PROJECT CONSTRUCTION SCHEDULE PRIOR TO EXECUTION.]

Attachment C

EXHIBIT G
TO
FACILITIES LEASE

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.

[A complete Schedule of Values must be attached to this Exhibit.]

Attachment D

EXHIBIT J
TO
FACILITIES LEASE

PLANS, TECHNICAL SPECIFICATIONS, AND DRAWINGS

[PARTIES MUST ATTACHED AN UP-TO-DATE, COMPLETE DRAWINGS TITLE LIST, PLANS LIST, AND ALL TECHNICAL SPECIFICATIONS (DIV. 2 TO DIV. 49) PRIOR TO EXECUTION.]

Attachment E

AMENDED EXHIBIT A
TO
FACILITIES LEASE

PROJECT SITE(S)
INFORMATION AND
PROJECT(S) INFORMATION

1. DESCRIPTION OF PROJECT SITE(S):

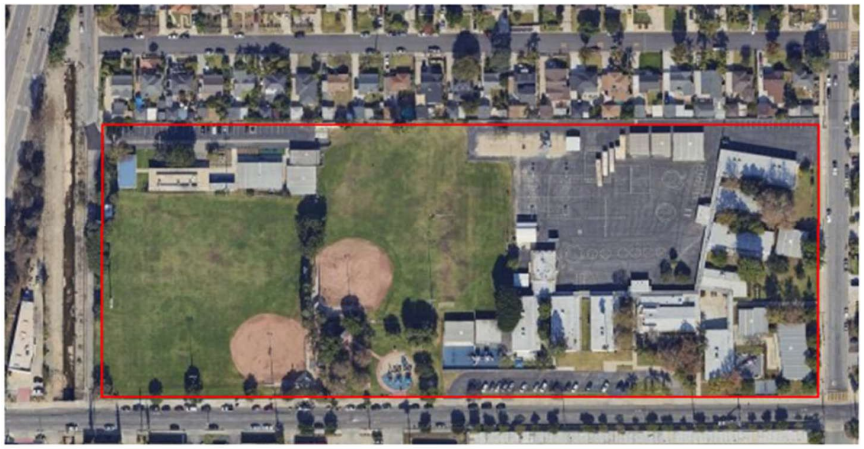
Duarte High School	1565 Central Ave., Duarte, CA 91010



Beardslee Dual Language Academy	1212 Kellwill Way, Duarte, CA 91010



Andes Duarte Elementary School	1433 Crestfield Dr, Duarte, CA 91010



Valley View Academy	237 Mel Canyon Rd, Duarte, CA 91010



Maxwell Academy	733 Euclid Ave, Duarte CA 91010



Project Site(s) Description: The area outlined in **red** in the above image is the Project Site. This is the only **portion** of the School Site(s) that the District is leasing to the Contractor and that is subject to the Site Lease and the Facilities Lease and upon which Contractor will construct the Project(s). The

District has the legal description of the School Site(s) and/or the APN for the School Site(s) at the District Office, which is incorporated, for reference only, into this **Exhibit A**. To avoid any ambiguity, the Parties expressly acknowledge and agree that the APN for the School Site(s) is referenced for the sole purpose of identifying the School Site(s) on which the Project Site(s) is situated and is not intended to identify the legal description of the Project Site and/or Contractor's leasehold interest created by this Facilities Lease.

Laydown Area & Access: The area outlined and identified in **blue** in the above image is a laydown area adjacent to the Project Site(s) and the pathway for Contractor's access to the laydown area and the Project Site(s), and which the Contractor shall secure and provide a barrier around in the same manner that the Contractor is securing the Project Site(s). Contractor shall have full access to and use of this area during construction, but this area is **neither** part of the Project Site **nor** is this area subject to the Site Lease and the Facilities Lease.

2. DESCRIPTION OF THE PROJECT

SCOPE OF WORK TO PERFORM AT ANDRES DUARTE ELEMENTARY SCHOOL
(1433 Crestfield Dr., Duarte, CA 91010)

- Remove nine (9) portable buildings from Andres Duarte Elementary School. Contractor will then install these buildings at Beardslee Dual Language Academy (see below).
    - Clean up the existing Site after moving buildings to dispose of residual materials including foundations/ramps.

SCOPE OF WORK TO PERFORM AT DUARTE HIGH SCHOOL SITE
(1565 Central Ave., Duarte, CA 91010) Ballfield

- Putback of existing ball field and landscaping. Contractor will return the ballfield adjacent to usable condition (see below).

This scope of work includes the following, without limitation:
- Extend and adjust irrigation.
- Import soil for infill and grading of existing site.
- Hydroseed or replace grass as specified.
- Extension of retaining wall and fencing at specified area (manhole).

Note: Duarte High School and the adjacent City of Duarte Park will be active during construction.

SCOPE OF WORK TO PERFORM AT BEARDSLEE DUAL LANGUAGE ACADEMY
(1212 Kellwill Way, Duarte, CA 91010)

- Remove and relocate nine (9) portable buildings from Beardslee Dual Language Academy. Contractor will then install these buildings at a new location located at Beardslee Dual Language Academy (see below).

- Install the fifteen (15) portable buildings, including nine (9) buildings Contractor removed from Andres Duarte Elementary School and six (6) buildings relocated from Bearslee Academy, to be utilized as:
    - 6-8 grade Classrooms (3 of the portable buildings).
    - Pre-school Classroom with new toilet room and sinks (3 of the portable buildings).
    - Pre-school Administration with offices and toilet room (1 of the portable buildings).
    - Transitional Kindergarten/Kindergarten classrooms with toilet rooms and sinks in each

(2 of the portable buildings).

- This scope of work includes the following, without limitation:
  - Provide new concrete foundations for relocated portable buildings with gopher slab, drainage, vent wells, and access well.
  - Install and set all portable buildings flush to grade.
  - Provide new power service and new stand-alone low voltage systems.
  - Refinish building interiors with wall finishes, base, and flooring.
  - Paint exterior walls.
  - Provide path of travel upgrades, paving, landscaping, site furnishings, and site lighting.
  - Provide new playground equipment and surfacing, fencing, and gates.
  - Provide safety fencing, security, and appropriate protocols to protect students, staff, parents and community. Beardslee Academy will be an active school campus during construction. Area will be provided in the on-campus field area for construction staging and trailers. No on-site parking will be available for contractor use.

SCOPE OF WORK TO PERFORM AT VALLEY VIEW ACADEMY SITE
(237 Mel Canyon Rd, Duarte, CA 91010)

- Installation of a new playground, path of travel, restroom modifications, and landscaping at Valley View Academy.

- This scope of work includes the following, without limitation:
  - Installation of playground equipment, fencing and gates, playground surfacing, curbs.
  - Installation of new accessible path of travel.
  - Installation of new trees and irrigation.
  - Installation of accessible drinking fountain.
  - Related site work necessary for the completion of the above scopes.
  - Accessibility upgrades to the existing restroom, including replacement of toilet.

SCOPE OF WORK TO PERFORM AT MAXWELL ACADEMY SITE
(237 Mel Canyon Rd, Duarte, CA 91010)

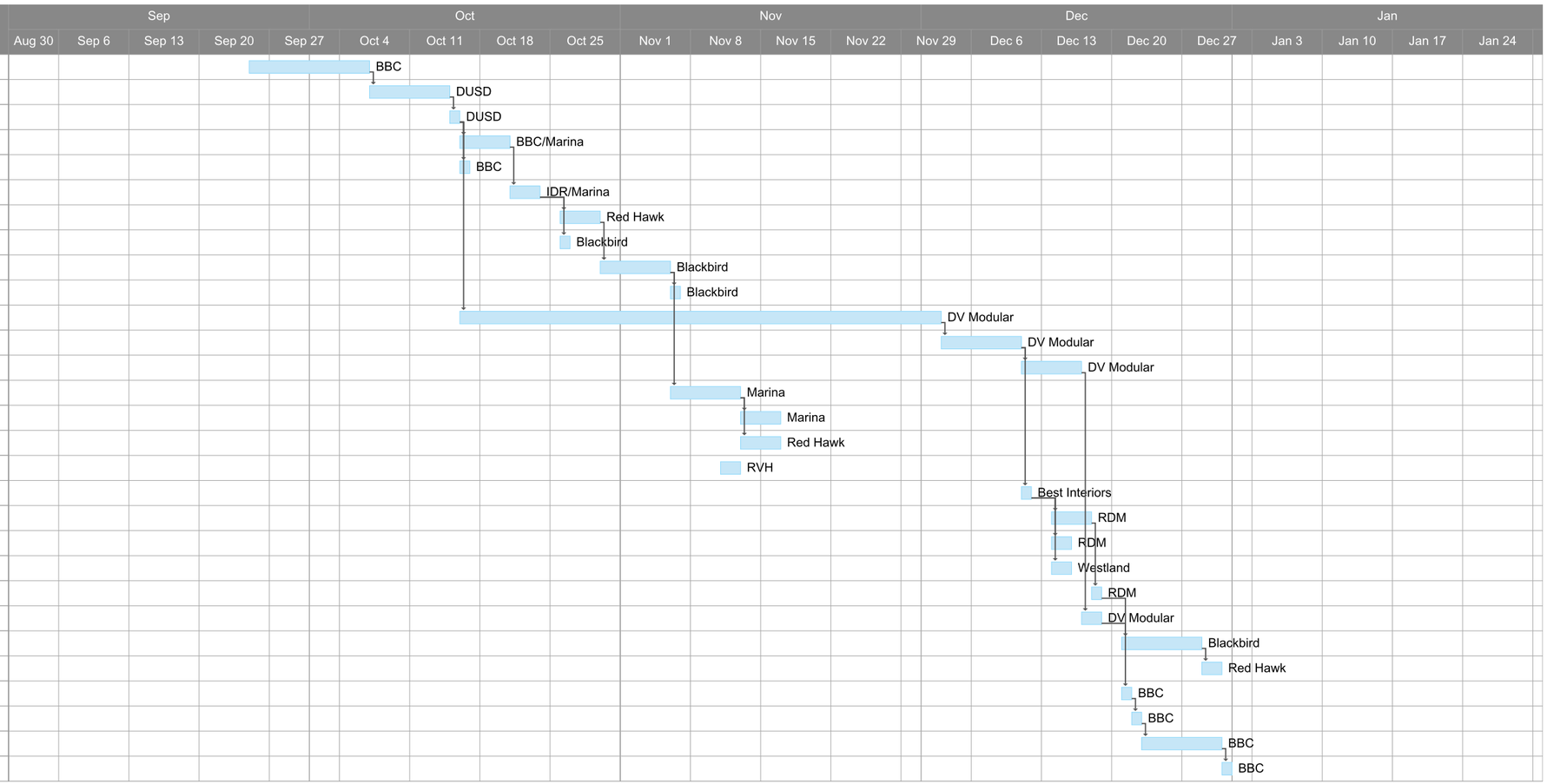
- Installation of new portable classrooms at Maxwell Academy.

- This scope of work includes the following, without limitation:
  - Relocation and installation of one 40'x48' portable building, placement on pressure treated wood foundations, and exterior/interior MEP and architectural upgrades.
  - Installation of (1) one permanent ramp.
  - Adjacent fence modifications and added asphalt.
  - ADA restroom modifications.
  - All related site work necessary for the completion of above scopes.

CONTRACTOR SHALL NOT BEGIN WORK ON THE CONSTRUCTION PHASE OF THE PROJECT UNTIL THE PARTIES HAVE AMENDED THE AGREEMENT TO INCLUDE A GUARANTEED PROJECT COST, AND THE DISTRICT HAS ISSUED A NOTICE TO PROCEED FOR CONSTRUCTION TO THE CONTRACTOR

Maxwell Preliminary Schedule -DV Mod

	Primary Column	Start	Finish	Duration
1	Pricing	09/25/26	10/06/26	8d
2	BAI Lead Time	10/07/26	10/14/26	6d
3	Board Meeting	10/15/26	10/15/26	1d
4	Mobilization/Cap Irrigation	10/16/26	10/20/26	3d
5	Temp Toilets	10/16/26	10/16/26	1d
6	Site Demolition	10/21/26	10/23/26	3d
7	Fence Posts	10/26/26	10/29/26	4d
8	Coldmill Asphalt	10/26/26	10/26/26	1d
9	Concrete Mow Curb	10/30/26	11/05/26	5d
10	New Asphalt	11/06/26	11/06/26	1d
11	DV Modular Offsite Work	10/16/26	12/02/26	34d
12	Place Buildings	12/03/26	12/10/26	6d
13	Button Up/Skirt Buildings	12/11/26	12/16/26	4d
14	DG Install	11/06/26	11/12/26	5d
15	Restore Irrigation	11/13/26	11/16/26	2d
16	Fences/Gates	11/13/26	11/16/26	2d
17	Restroom Grab Bars	11/11/26	11/12/26	2d
18	Ceiling Tile	12/11/26	12/11/26	1d
19	Fire Alarm Devices	12/14/26	12/17/26	4d
20	Electrical/Data Finish	12/14/26	12/15/26	2d
21	HVAC Startup/Filters	12/14/26	12/15/26	2d
22	Fire Alarm Testing	12/18/26	12/18/26	1d
23	TMP Ramps	12/17/26	12/18/26	2d
24	Concrete Ramp	12/21/26	12/28/26	6d
25	Handrail	12/29/26	12/30/26	2d
26	Final Clean	12/21/26	12/21/26	1d
27	Punch Walk	12/22/26	12/22/26	1d
28	Punch Work	12/23/26	12/30/26	6d
29	Project Completion	12/31/26	12/31/26	1d



MAXWELL ACADEMY
PORTABLE CLASSROOM AND SITE PROJECT

Change Event 043
Based on DSA Approved Dwgs Apprvd 8/3/26

LABOR

Site	Weeks	Hrly Rate	Total	BASED ON D V MODULAR Total
Superintendent	16	199.00	$ 127,360.00	$ 127,360.00

Project Management	Hrs / Wk	Hrly Rate	Total	
Project Engineer	16	8 $ 136.00	$ 17,408.00	$ 8,704.00
Senior Project Manager	4	12 $ 233.00	$ 11,184.00	$ 5,592.00
Project Manager	16	12 $ 193.00	$ 37,056.00	$ 24,827.52
Project Executive	16	4 $ 261.00	$ 16,704.00	$ 16,704.00

Constructability Review	Hours	Hrly Rate	Total	
64 hours of Review and Processing	64	$ 222.00	$ 14,208.00	$ 14,208.00

Burden for labor above	Labor rates x 59%	Included above	Included above
TOTAL LABOR COST		***$ 223,920.00***	***$ 197,395.52***

GENERAL REQUIREMENTS

Printing/Reproduction				$ 500.00	$ 500.00
Project Closeout					
Julio Trejo	8 hrs wk	136.00	3 weeks	$ 3,264.00	$ 3,264.00
Tim Deland	12 hrs wk	193.00	1 week	$ 2,316.00	$ 2,316.00
Team Meetings				$ 500.00	$ 500.00
Small Tools				$ 500.00	$ 500.00
Permit Flood Control		under Allowance Section		$ -	$ -
Scrim				$ 3,000.00	$ 3,000.00
Signage				$ 400.00	$ 400.00
Internal Contingency				$ 23,440.00	$ 20,787.55
TOTAL GENERAL CONDITIONS / REQUIREMENTS				***$ 33,920.00***	***$ 31,267.55***

MAXWELL ACADEMY
PORTABLE CLASSROOM AND SITE PROJECT

Change Event 043
Based on DSA Approved Dwgs Apprvd 8/3/26

Allowances

Flood Control Permit	$ 1,843.00
Flood Control Option Landscape Restoration	$ 60,137.00
Through the Field landscape Restoration	$ 400,725.50

Inclusions

Blue Screen by Balfour Beatty for 6' temp fence

Proposals from each subcontractor are submitted as presented

Pricing for this change order may include the following: small equipment and tools, portable scaffolding, submittals, shop drawings, protection of the work, costs for additional bond and insurance.

Exclusions

Warranty to last one year from the date of completion of this change order and not one year from acceptance of the Beardsles / MIT Project.

Comparison
Using D V Modular to
renovate at D V Modular facilities

		Quan	Cost	D V Modular Proposal
1	Removal Freight Each 40'x12' Section Including Transportation Permits and Pilot Cars as Necessary	4	$ 3,000.00	$ 12,000.00
2	Demolition Including: Exterior Siding Removal Including Damaged 2'x4' Infill Studs (x176LF), Exterior Rain-Gutters and Downspout Removal (All); Interior 2'x4' Ceiling Tiles Removal (x1,920SQFT), Interior 4'x9' Tackboard (x40LF), Interior Carpet Removal Including Damaged Floor (x1,920SQFT), Interior 2'x4' Ballast Light Fixtures Removal (x24Each), Interior Single Pole Light Switches (x6Each), Interior Receptacles (x15Each), Interior HVAC Supply Grills (x4Each)	1	$ 40,000.00	$ 40,000.00
3	Install New T1-11 5/8"x4'x8' Siding Including Trim, 2'x4' Infill Studs & Required Flashing (x176LF)	1	$ 29,920.00	$ 29,920.00
4	Install New Rain Gutters and Downspouts (x156LF)	1	$ 9,360.00	$ 9,360.00
5	Prepare Existing T-Grid & Install New Armstrong 755B Ceiling Tiles (x1,920SQFT)	1	$ -	$ -
6	Install New 2'x4' LED Light Fixtures (x24) Including Light Switches (x6) and Receptacles (x 16), Excludes all low voltage, fire, life and safety.	1	$ 32,700.00	$ 32,700.00
7	Install New HVAC Supply Grills (x4)	1	$ 3,600.00	$ 3,600.00
8	Install New 4'x9' Tackboard (x40LF)	1	$ 8,000.00	$ 8,000.00
9	Install New 24"x24" Carpet Tile with 4" Wall Base (x1,920SQFT)	1	$ 30,720.00	$ 30,720.00
	Paint Entire Building Exterior and Interior including Doors and Windows	1	$ 16,740.00	$ 16,740.00
	Delivery Freight Each 40'x12' Section Including Transport Permits and Pilot Cars From Colton, CA to Duarte California	4	$ 3,000.00	$ 12,000.00

	Delivery Freight Pre-Paid Discount on Change Order #4 Dated 09/23/2026	4	$ (2,800.00)	$ (11,200.00)		
	Platypus Required for Removal	1	$ 3,500.00	$ 3,500.00		
	12k All Terrain Reach Forklift with Swivel Attachment Required for Removal	1	$ 8,000.00	$ 8,000.00		
1	Payment & Performance Bond Adjustment	1	$ 6,225.00	$ 5,860.20	$ 5,860.20	

D V MODULAR TOTAL	**$**	**201,200.20**

Costs that would still be part of this proposal				
Demolition (other site)			$	16,000.00
Concrete and Asphalt			$	185,000.00
Signage, GRs, clean up, dumpsters			$	45,636.12
Ceiling Tile			$	13,388.35
Fences and gates			$	36,997.59
Landscape, existing cond, irrigation			$	39,993.38
HVAC Registers			$	2,015.42
Low Voltage / Electrical Trenching / Other Elec			$	159,723.00
D V Modular plus subcontractors			**$**	**699,954.06**

			$	699,954.06	
Balfour Beatty General Cond / Labor			$	197,395.52	based on 16 weeks full management
Balfour Beatty General Requirements			$	31,267.55	
GRAND TOTAL			**$**	**928,617.13**	
Overhead and Profit at 4.0%			$	37,144.69	
Insurance and Bond at 2.5%			$	23,215.43	
		SUBTOTAL	**$**	**988,977.25**	
Div Ops at 0.9%			$	8,900.80	$ 304,846.82
Corporate Shared Services at 0.7%			$	6,922.84	
			$	**1,004,800.88**	

Previous proposal to move buildings	**$**	**222,000.00**
TOTAL FOR THIS PROJECT	$	1,226,800.88