Voices College-Bound Language Academies

Special Board Meeting (Santa Clara quorum not achieved - items were reaffirmed on 10 12 23)

Date and Time

Tuesday August 22, 2023 at 7:30 AM PDT

Location

6840 Via Del Oro #160 San Jose, CA 95119
715 Hellyer Ave., San Jose, Ca 95111
14271 Story Rd., San Jose, Ca 95127
201 28th St., Richmond CA 94804
321 E. Weber St., Stockton CA95202
17740 Peak Ave., Morgan Hill, CA 95037
1154 Lodi Lane, Santa Helena, CA 94574
1365 Locust St., Denver, CO 80220
5168 Summerhill, Oceanside, CA 92057
4313 Miranda Ave., Palo Alto, CA 94306

Instructions For Presentations To The Board By Parents and Citizens
PUBLIC COMMENTS OF PERSONS DESIRING TO ADDRESS THE BOARD
SUBMIT PUBLIC COMMENT: http://bit.ly/voices-public-comment
At this time, members of the public may address the Board on any issue within the subject matter jurisdiction of the Board that is not listed on this agenda. Members of the public may also address the Board on an agenda item before or during the Board's consideration of the item. Submitted comments may be read into the record to the extent practicable based upon factors such as the length of the agenda and available time. Comments received within the window of the board meeting whether read or not, will be shared with the board and noted in the minutes.
Individual commenters are limited to a single comment per agenda item.
Public comments will be accepted prior to, and during the board meeting, subject to limitations discussed here.

Comments may be read in the order received and will be accepted up to the point each agenda item is heard, acted upon or when the Board President has completed the call for public comment on that agenda item. Comments submitted during the board meeting but after the agenda item has been called for a vote, or has already been completed will not be read publicly, but may be entered into the record.
Comments should be limited to 400 words or less, and will need to be readable within the time allocated for each comment. These presentations are limited to no more than 15 minutes total and 3 minutes per person. A full comment may not be read if the length of time to read the comment exceeds the designated limit. No action can be taken on an item not on the agenda at this time but may be referred to the administration or put on a future agenda.

---

1. When addressing the Board, speakers are requested to state their name and address and adhere to the limits set forth.
2. Any public records relating to an agenda item for an open session of the Board which are distributed to all, or majority of all, of the Board members shall be available for public inspection at 6840 Via Del Oro, Suite #160. San Jose, CA 95119.
3. REASONABLE ACCOMMODATION WILL BE PROVIDED FOR ANY INDIVIDUAL WITH A DISABILITY: Pursuant to the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990, any individual with a disability who requires reasonable accommodation to attend or participate in this meeting may request assistance by contacting Lizzette Ramirez at (408)791-1609 Ex.1052
4. All matters listed under the consent agenda are considered by the Board to be routine and will be approved/enacted by the Board in one motion in the form listed below. Unless specifically requested by a Board member for further discussion or removed from the agenda, there will be no discussion of these items prior to the Board votes on them. The executive director recommends approval of all consent items.
5. Members of the public attending a meeting conducted via teleconference need not give their name when entering the conference call.
6. All time duration are estimates and may run shorter or longer.

Note:
SPANISH TRANSLATION: If you need Spanish audio translation in order to access the Voices Board meeting, please send a request to info@voicescharterschool.com or call Lizzette Ramirez at (408) 791-1609 Ex 1052 at least 24 hours before the start of the meeting. If you would like to make a public comment in Spanish and would like us to translate to English for the Board, please send a request to info@voicescharterschool.com or call Lizzette Ramirez at (408) 791-1609 Ex 1052 at least 24 hours before the start of the meeting.

Si necesita traducción de audio al español para acceder a la reunión de la Mesa Directiva de Voices, envíe una solicitud a info@voicescharterschool.com o llame a Lizzette Ramirez a (408) 791-1609 Ex 1052 por lo menos 24 horas antes del inicio de la reunión. Si desea hacer un comentario público en español y desea que lo traduzcamos al inglés para la Mesa Directiva, envíe una solicitud a info@voicescharterschool.com o llame a Lizzette Ramirez a (408) 791-1609 Ex 1052 por lo menos 24 horas antes del inicio de la reunión.

Agenda

		Purpose	Presenter
I.	**Opening Items**		
	Opening Items		
A.	Record Attendance and Guests		Servando Sandoval
B.	Call the Meeting to Order		Servando Sandoval
C.	Approve Order of Agenda	Vote	Servando Sandoval
D.	Public Comment (on items not on the Agenda)		

PUBLIC COMMENTS OF PERSONS DESIRING TO ADDRESS THE BOARD
SUBMIT PUBLIC COMMENT: http://bit.ly/voices-public-comment
Non-agenda items: No individual presentation shall be more than 3 minutes and the total time for this purpose shall not exceed 15 minutes. Ordinarily, Board members will not respond to presentations and no action can be taken. However, the board may give direction to staff following a presentation.

II.	**Board Business**		
A.	Approval of Resolution for the Modification of PCSD Loan Documents	Vote	
B.	Approval of modification of loan documents for loan by Pacific Charter School Development, Inc. to VCBLA Nido LLC, including consent and reaffirmation of guaranty by VCBLA	Vote	
C.	Approval of construction contracts for the relocation of the Voices Morgan Hill school facility located at the west corner of Monterey Road and Cosmo Avenue in Morgan Hill, California.	Vote	
D.	Appoint a Committee for Morgan Hill Construction Project	Vote	
III.	**Closing Items**		
A.	Adjourn Meeting	Vote	Servando Sandoval

Coversheet

Approval of Resolution for the Modification of PCSD Loan Documents

Section:	II. Board Business
Item:	A. Approval of Resolution for the Modification of PCSD Loan Documents
Purpose:	Vote
Submitted by:	
Related Material:	VCBLA Resolutions re Morgan Hill Financing.pdf

VOICES COLLEGE-BOUND LANGUAGE ACADEMIES

RESOLUTIONS OF THE BOARD OF DIRECTORS

(Modification of PCSD Loan Documents)

The Board of Directors (the "Board") of Voices College-Bound Language Academies hereby adopts the following Resolutions:

WHEREAS, Voices College-Bound Language Academies, a California nonprofit public benefit corporation ("Voices" or the "Corporation"), is organized for public purposes and operates the charter public school known as Voices College-Bound Language Academy at Morgan Hill (the "School");

WHEREAS, VCBLA Nido, a California nonprofit public benefit corporation ("VCBLA Nido"), was formed and is operated exclusively to support Voices;

WHEREAS, Voices formed VCBLA Nido LLC, a California limited liability company (the "Borrower"), to support the charter schools operated by Voices;

WHEREAS, VCBLA Nido is the sole member of the Borrower, and Voices is the sole manager of the Borrower;

WHEREAS, Voices proposes to relocate the School to an approximately 88,426 square feet site (the "Property") located in the County of Santa Clara at the north west corner of Monterey Road and Cosmo Avenue in Morgan Hill, California;

WHEREAS, Voices proposes that the Borrower will develop the Property into a charter school facility (the "Facility") and lease the Facility to Voices for use and occupancy by the School (collectively, the "Project");

WHEREAS, in order to finance or refinance the Borrower's acquisition and development of the Property, the Borrower obtained a $16,029,894 loan (the "PCSD Loan") from Pacific Charter School Development, Inc., a California nonprofit public benefit corporation ("PCSD"), which loan is evidenced, secured, and/or supported by a Construction Loan Agreement dated as of December 29, 2020 (the "PCSD Loan Agreement") by and between the Borrower and PCSD, a Promissory Note dated as of December 29, 2020, (the "PCSD Loan Note") issued by the Borrower to PCSD, a Construction Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated as of December 29, 2020, (the "PCSD Deed of Trust") executed by the Borrower encumbering the Property and related personal property in favor of PCSD, a Guaranty Agreement dated as of December 29, 2020, (the "Voices Guaranty") executed by Voices in favor of PCSD, and related loan documents (collectively with any other documents entered in connection therewith, the "PCSD Loan Documents");

WHEREAS, the Borrower and PCSD proposes to modify the terms of the PCSD Loan Documents pursuant to the terms of a Second Modification Agreement (Long Form) by and between the Borrower and PCSD, a Second Modification Agreement (Short Form) by and

between the Borrower and PCSD, and an Amended and Restated Promissory Note to be issued by the Borrower to PCSD;

WHEREAS, Voices proposes to consent to the modification of the PCSD Loan Documents and to reaffirm its obligation under the Voices Guaranty pursuant to the terms of a Consent and Reaffirmation (Guarantor) attached to the Second Modification Agreement (Long Form);

WHEREAS, the Board finds that the terms of the transactions and agreements described above (collectively, the "Transactions") are fair and reasonable as to Voices, the School, and the Borrower under the circumstances, in the best interest of Voices, the School, and the Borrower, and in furtherance of the public purposes of the Corporation;

WHEREAS, the Board desires that Voices, the Borrower, and VCBLA Nido take all actions necessary or advisable to facilitate the Transactions; and

WHEREAS, the individuals listed on Schedule 1 attached hereto have been elected or appointed to the offices of the Corporation set forth after their names on Schedule 1, and such individuals are currently serving as such officers of the Corporation;

NOW, THEREFORE, BE IT RESOLVED, that the Board ratifies and confirms the election or appointment, as applicable, of the officers of the Corporation listed on Schedule 1;

RESOLVED FURTHER, that the Board ratifies and approves the Transactions and authorizes the execution, delivery and performance by the Corporation and the Borrower, as applicable, of the Second Modification Agreement (Long Form), the Second Modification Agreement (Short Form), and the Borrower and PCSD, the Amended and Restated Promissory Note, the Consent and Reaffirmation (Guarantor) and all such other documents, instruments and agreements as may be necessary or advisable to facilitate the Transactions (collectively, the "Transaction Documents");

RESOLVED FURTHER, that the Board requests VCBLA Nido to take all actions necessary or advisable to facilitate the Transactions;

RESOLVED FURTHER, that the Board appoints the officers of the Corporation, and each of them individually (each, an "Authorized Signatory"), as authorized signatories of the Corporation and of the Borrower for purposes of executing the Transaction Documents on behalf of such companies;

RESOLVED FURTHER, that the Authorized Signatories, and each of them individually, acting alone, are authorized and directed, for and in the name and on behalf of the Corporation, for itself and as the manager of the Borrower, and for and in the name and on behalf of the Borrower, to execute and deliver the Transaction Documents, with such amendments or modifications thereto as an Authorized Signatory may approve as necessary or advisable, each with such additions, deletions or changes therein as the Authorized Signatory executing the same shall approve (the execution and delivery thereof by any such Authorized Signatory to be conclusive evidence of his or her approval of any such document, agreement, instrument, amendment, addition, deletion or change);

RESOLVED FURTHER, that the Board hereby ratifies and confirms the acts of the officers, agents or employees of the Corporation taken on behalf of the Corporation or the Borrower in connection with the Transactions;

RESOLVED FURTHER, that by the adoption of these resolutions, the Board hereby reconfirms, ratifies and adopts all prior actions of the Board which may have previously been taken in connection with the Transactions;

RESOLVED FURTHER, that all prior resolutions of the Board or any parts thereof in conflict with any or all of the foregoing resolutions are hereby repealed to the extent of such conflict;

RESOLVED FURTHER, that these resolutions shall take effect and be in full force immediately after their adoption by the Board; and

RESOLVED FURTHER, that the Authorized Signatories, and each of them individually, acting alone, are authorized and directed, for and in the name and on behalf of the Corporation, for itself and as the manager of the Borrower, and for and in the name and on behalf of the Borrower, to approve, execute and deliver any and all documents, instruments and agreements, and to perform or cause to be performed any and all acts as may, in their judgment, be necessary or desirable to accomplish the purposes of the foregoing resolutions and the transactions contemplated thereby and by the agreements therein approved, and any such documents, instrument or agreements so executed and delivered or actions taken by them or any of them shall be conclusive evidence of their authority in so doing.

Certificate of Secretary

The undersigned certifies that the undersigned is the duly appointed and acting Secretary of the Corporation, and that the foregoing is a true and correct copy of Resolutions that were duly adopted on August __, 2023, by the majority vote of the directors of the Corporation then in office at a meeting of the board of directors of the Corporation duly held on such date in compliance with the bylaws of the Corporation, in compliance with the notice, agenda, and open meeting requirements of the Ralph M. Brown Act, and while a quorum was present.

IN WITNESS WHEREOF, I have hereunto set my hand as Secretary of the Corporation this ____ day of August, 2023.

_____

Lizzette Ramirez, Secretary

Schedule 1

Officers of the Corporation

Aldo Ramirez	President and Chief Executive Officer
Lizzette Ramirez	Secretary
Alice Miller	Treasurer

Coversheet

Approval of modification of loan documents for loan by Pacific Charter School Development, Inc. to VCBLA Nido LLC, including consent and reaffirmation of guaranty by VCBLA

Section: II. Board Business
Item: B. Approval of modification of loan documents for loan by Pacific Charter School Development, Inc. to VCBLA Nido LLC, including consent and reaffirmation of guaranty by VCBLA
Purpose: Vote
Submitted by:
Related Material:
Participant Lender's Consent (Sobrato) (PCSD - VCBLA Nido LLC), 4892-3256-8668 v 3.doc.pdf
Second Modification Agreement (Short Form) (PCSD - VCBLA Nido LLC), 4886-6486-9233 v 3.docx.pdf
Second Loan Modification Agreement (Long Form) (PCSD - VCBLA Nido LLC), 4891-5140-8497 v 11.docx.pdf
Participant Lender's Consent (CSGF) (PCSD - VCBLA Nido LLC), 4885-3834-4284 v 3.doc.pdf
First Amendment to Participation Agreement (Sobrato) (PCSD - VCBLA Nido LLC), 4865-4999-8966 v 3.docx.pdf
Amended and Restated Promissory Note (PCSD - VCBLA Nido LLC) (Second Mod), 4887-1973-6945 v 6.doc.pdf

[ ], 2023

VIA EMAIL

The Sobrato Organization
599 Castro St.
Mt. View, CA. 94041
Attention: John Sobrato
Email: [ ]

Re: Participant Lender's Consent to Second Modification of $16,029,894.00 Construction Loan (the "Loan") to VCBLA Nido LLC, a California limited liability company ("Borrower")

To Whom it May Concern:

Reference is hereby made to that certain Participation Agreement (the "Participation Agreement") dated as of December 29, 2020 by and between Pacific Charter School Development, Inc., a California nonprofit public benefit corporation ("Lender") and The Sobrato Family Foundation, a California nonprofit public benefit corporation ("Sobrato") pursuant to which Lender sold to Sobrato an undivided participation in the Loan as more particularly described therein. Capitalized terms used herein without definition have the meanings ascribed to such terms in the Loan Agreement.

Concurrently herewith, Lender and Borrower are entering into that certain Second Loan Modification Agreement (Long Form) dated as of [ ], 2023 (the "Second Modification Agreement") pursuant to which, among other things, Lender will agree to waive certain Events of Default and amend and restate the Existing Note, all as more particularly described therein (the "Modification").

For your reference, a copy of the Second Modification Agreement has been provided to you under separate cover.

Pursuant to Section 13 of the Participation Agreement, Lender hereby seeks Sobrato's consent to the Modification and the Second Modification Agreement.

Please execute this letter in the space set forth below to acknowledge your irrevocable and unconditional consent to the Modification and the Second Modification Agreement.

Thank you in advance for your attention to this matter. Kindly return an executed copy of this letter via e-mail to Scott Thomas of Lender (Scott@pacificcharter.org), Mera Baker Ramos of Lender (mera@pacificcharter.org), and Eric Kim of Sheppard, Mullin, Richter & Hampton, LLP (eykim@sheppardmullin.com) at your earliest convenience. If you have any questions, please do not hesitate to contact Scott Thomas by e-mail or at 310-975-5092.

Sincerely,

PACIFIC CHARTER SCHOOL DEVELOPMENT, INC.,
a California nonprofit public benefit corporation

By: _____
Name: Scarlet Sy
Title: Chief Financial Officer

Acknowledged and Agreed as of the date first above written:

THE SOBRATO FAMILY FOUNDATION,
a California nonprofit public benefit corporation

By: _____
Name: _____
Title: _____

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Pacific Charter School Development, Inc.
600 Wilshire Blvd., Suite 200
Los Angeles, CA 90017
Attention: Mera Baker

SPACE ABOVE THIS LINE FOR RECORDER'S USE

SECOND MODIFICATION AGREEMENT
(SHORT FORM)

This Second Modification Agreement (Short Form) (this "**Agreement**") is made as of [_____], 2023 by and between **VCBLA NIDO LLC**, a California limited liability company ("**Borrower**"), as borrower, and **PACIFIC CHARTER SCHOOL DEVELOPMENT**, INC., a California nonprofit public benefit corporation ("**Lender**"), as lender.

Recitals

Under that certain Construction Loan Agreement executed by Borrower and Lender dated as of December 29, 2020 (as amended, the "**Loan Agreement**"), Lender agreed to make a loan to Borrower in an amount of up to Sixteen Million Twenty-Nine Thousand Eight Hundred Ninety-Four and 00/100 Dollars ($16,029,894.00) (the "**Loan**"). Capitalized terms used herein without definition have the meanings ascribed to such terms in the Loan Agreement.

The Loan is currently evidenced by that certain Promissory Note executed by Borrower to the order of Lender and dated as of December 29, 2020 in the stated principal amount of $16,029,894.00 (as amended, the "**Existing Note**").

The Existing Note is secured by that certain Construction Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated as of December 29, 2020, executed by Borrower, as trustor, in favor of Lender, as beneficiary, and recorded on December 31, 2020 in the Official Records of Santa Clara County, California (the "**Official Records**") as Instrument Number 24770851 (as amended, the "**Deed of Trust**"). The Deed of Trust encumbers, among other things, Borrower's interest in certain real property located in Santa Clara County, California, as more particularly described in Exhibit A thereto (the "**Property**").

In order to induce Lender to make the Loan, Voices College-Bound Language Academies, a California nonprofit public benefit corporation ("**Guarantor**") executed that certain Guaranty Agreement dated as of December 29, 2020 in favor of Lender (as amended, the "**Guaranty**").

In connection with the Loan, Borrower and Guarantor also executed that certain Environmental Indemnification and Release Agreement dated as of December 29, 2020 in favor of Lender (as amended, the "**Environmental Indemnity**").

The Loan Agreement and certain other Loan Documents (as defined below) have previously been amended pursuant to that certain Loan Modification Agreement dated March 23, 2022 executed by Borrower, Lender, and Guarantor ("**First Modification Agreement**").

Concurrently with the execution of this Agreement, Borrower and Lender are entering into that certain Second Modification Agreement (Long Form) of even date herewith (the "**Long Form Agreement**"). Subject to the terms and conditions contained in the Long Form Agreement, Borrower and Lender have agreed to modify certain provisions of the Loan Documents to, among other things, (i) amend and restate the Existing Note pursuant to the Amended and Restated Note defined herein, (ii) modify the payment provisions applicable to the Loan, and (iii) make certain other modifications to the Loan Documents. The Long Form Agreement and this Agreement are sometimes collectively referred to herein as the "**Modification Documents**."

As used herein, the term "**Loan Documents**" means the Loan Agreement, the Amended and Restated Note as defined below, the Deed of Trust, and all other documents given to Lender from time to time to secure the Loan, as the same may be modified or amended from time to time; provided, however, for the avoidance of doubt, that the Deed of Trust does not secure the Guaranty or the Environmental Indemnity. This Agreement and the Long Form Agreement shall also constitute Loan Documents.

Agreement

NOW THEREFORE, Borrower and Lender agree as follows:

1. The recitals set forth above are true, accurate and correct and such recitals hereby are incorporated herein as an agreement of Borrower and Lender.

2. The Long Form Agreement is incorporated in this Agreement by reference, as though set forth in full herein. Among other things, the Long Form Agreement modifies various provisions of the Loan Documents to (i) amend and restate the Existing Note pursuant to the Amended and Restated Note defined herein, (ii) modify the payment provisions applicable to the Loan, and (iii) make certain other modifications to the Loan Documents.

3. As of the Effective Date (as defined in the Long Form Agreement), the Loan shall be evidenced by that certain Amended and Restated Promissory Note dated as of even date herewith by Borrower, as maker, to the order of Lender, in the face principal amount of $16,029,894.00 (the "**Amended and Restated Note**") (which Amended and Restated Note shall,

Powered by BoardOnTrack

as of the Effective Date, amend, restate and replace, in its entirety, the Existing Note (provided, for the avoidance of doubt, that the execution and delivery by Borrower of the Amended and Restated Note shall not, in any manner or circumstance, be deemed to be a payment of, a novation of or to have terminated, extinguished or discharged any of, Borrower's indebtedness evidenced by the Existing Note, all of which indebtedness shall continue under and shall hereinafter be evidenced and governed by the Amended and Restated Note)) and shall be secured by the Deed of Trust and the other Loan Documents.

4. As of the Effective Date, the defined term "Note" as defined in Article 1 of the Deed of Trust shall be amended and restated in its entirety as follows:

> ""Note" means the Amended and Restated Promissory Note dated as of [ ], 2023 in the principal amount of Sixteen Million Twenty-Nine Thousand Eight Hundred Ninety-Four and No/100 Dollars ($16,029,894.00) made by Grantor and payable to the order of Lender, as the same may from time to time be renewed, amended, restated, replaced, supplemented or otherwise modified."

5. The Deed of Trust, as amended hereby and by the Long Form Agreement, and all other Loan Documents which secure Borrower's indebtedness and obligations under the Loan shall secure, in addition to all other indebtedness and obligations secured thereby, the payment and performance of the Loan and all other present and future indebtedness and obligations of Borrower under (a) the Loan Agreement as modified by this Agreement and the Long Form Agreement, (b) the Amended and Restated Note and other Loan Documents modified by the Long Form Agreement, (c) this Agreement, (d) the Long Form Agreement, and (e) any and all amendments, modifications, renewals and/or extensions of this Agreement, the Long Form Agreement and/or the other Loan Documents. The Deed of Trust does not secure the Guaranty, the Environmental Indemnity or any other obligation which the Deed of Trust specifies is not secured thereby.

6. All references in the Deed of Trust and in the other Loan Documents to the Deed of Trust shall be deemed to refer to the Deed of Trust as amended by the Modification Documents. All references in the Deed of Trust to any Loan Document shall be deemed to refer to such Loan Document as modified by the Modification Documents. All references in the Deed of Trust to the Existing Note shall be deemed to refer to the Amended and Restated Note.

7. The rights and obligations of the parties to this Agreement (and under the other Loan Documents, as amended, in accordance with their terms) shall be governed by, construed and interpreted in accordance with the internal laws of the State of California.

8. This Agreement may be executed and recorded in any number of counterparts, all of which shall be considered one and the same instrument. The original, executed signature and acknowledgment pages of exact copies of this Agreement may be attached to one of such copies to form one document.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date indicated above.

BORROWER:

VCBLA NIDO LLC,
a California limited liability company
By: VOICES COLLEGE-BOUND LANGUAGE ACADEMIES,
a California nonprofit public benefit corporation,
its Manager

By: _____

_____

Name: _____
Title: _____

LENDER:

PACIFIC CHARTER SCHOOL DEVELOPMENT, INC.,
a California nonprofit public benefit corporation

By: _____

Name: Scarlet Sy
Title: Chief Financial Officer

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of _____)

On _____, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

_____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of _____)

On _____, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

_____

SECOND MODIFICATION AGREEMENT[1]
(Long Form)

This Second Modification Agreement (Long Form) (this "**Agreement**") is made as of [ ], 2023, by and between **VCBLA NIDO LLC**, a California limited liability company ("**Borrower**"), as borrower, and **PACIFIC CHARTER SCHOOL DEVELOPMENT, INC.**, a California nonprofit public benefit corporation ("**Lender**"), as lender.

RECITALS

Under that certain Construction Loan Agreement executed by Borrower and Lender dated as of December 29, 2020 (as amended, the "**Loan Agreement**"), Lender agreed to make a loan to Borrower in an amount of up to Sixteen Million Twenty-Nine Thousand Eight Hundred Ninety-Four and 00/100 Dollars ($16,029,894.00) (the "**Loan**"). Capitalized terms used herein without definition have the meanings ascribed to such terms in the Loan Agreement.

The Loan is currently evidenced by that certain Promissory Note executed by Borrower to the order of Lender and dated as of December 29, 2020 in the stated principal amount of $16,029,894.00 (as amended, the "**Existing Note**").

The Existing Note is secured by that certain Construction Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated as of December 29, 2020, executed by Borrower, as trustor, in favor of Lender, as beneficiary, and recorded on December 31, 2020 in the Official Records of Santa Clara County, California (the "**Official Records**") as Instrument Number 24770851 (as amended, the "**Deed of Trust**"). The Deed of Trust encumbers, among other things, Borrower's interest in certain real property located in Santa Clara County, California, as more particularly described in Exhibit A thereto (the "**Property**").

In order to induce Lender to make the Loan, Voices College-Bound Language Academies, a California nonprofit public benefit corporation ("**Guarantor**") executed that certain Guaranty Agreement dated as of December 29, 2020 in favor of Lender (as amended, the "**Guaranty**").

In connection with the Loan, Borrower and Guarantor also executed that certain Environmental Indemnification and Release Agreement dated as of December 29, 2020 in favor of Lender (as amended, the "**Environmental Indemnity**").

Prior to giving effect to this Agreement, the principal balance outstanding under the Loan is [$1,611,712.86], and [$14,418,181.14][2] remains available for disbursement under the Loan Agreement.

---

[1] [NTD: Document is subject to review by NMTC counsel.]

[2] [To be re-confirmed ahead of closing.]

The Loan Agreement and certain other Loan Documents (as defined below) have previously been amended pursuant to that certain Loan Modification Agreement dated March 23, 2022 executed by Borrower, Lender, and Guarantor ("**First Modification Agreement**").

The parties acknowledge that Borrower failed to cause the Completion of Construction of all of the Improvements on or before April 1, 2022. As a result thereof, and as more particularly described in the First Modification Agreement, an Event of Default has occurred under Section 6.10 of the Loan Agreement (the "**Existing Event of Default**").

Borrower has requested that Lender waive the Existing Event of Default and make certain other modifications to the Loan Documents. Subject to the terms and conditions of this Agreement and the other Loan Documents, Lender is willing to do so, all as more fully set forth herein.

As used herein, the term "**Loan Documents**" means the Loan Agreement, the Existing Note, the Deed of Trust, the First Modification Agreement, and all other documents given to Lender from time to time to secure the Loan, as the same may be modified or amended from time to time; provided, however, for the avoidance of doubt, that the Deed of Trust does not secure the Guaranty or the Environmental Indemnity. This Agreement, the Amended and Restated Note (defined below), and the Short Form (defined below) shall also constitute Loan Documents.

AGREEMENT

NOW THEREFORE, Borrower and Lender agree as follows:

1. Recitals. The recitals set forth above are true, accurate and correct and such recitals hereby are incorporated herein as an agreement of Borrower and Lender.

2. Reaffirmation of Obligations. Borrower reaffirms all of its obligations under the Loan Documents, and Borrower acknowledges that it has no knowledge of any facts or circumstances that would give rise to any claims, offsets or defenses with respect to the payment of sums due under the Existing Note, the Amended and Restated Note or any other Loan Document. Without limiting the foregoing, Borrower (and Guarantor by its signature to the attached Consent and Reaffirmation (Guarantor)): (a) reaffirm Lender's right, following the occurrence of any uncured Event of Default to apply any and all payments made by Borrower or otherwise received by Lender with respect to the Loan, including without limitation all proceeds received from the sale or liquidation of any collateral, to the obligations owing by Borrower under the Loan Documents in such order and manner deemed appropriate by Lender in its sole discretion, and (b) expressly waive all of their respective rights under applicable law or otherwise to direct Lender as to such application or to designate the portion of the obligations to be satisfied.

3. Waiver of Existing Event of Default. Borrower hereby affirms and reaffirms (a) that the Existing Event of Default has occurred and is continuing as more particularly set forth hereinabove, (b) that Borrower has not cured the Existing Event of Default, and (c) that the Existing Event of Default remains in full force and effect as of the date hereof (before giving effect to this Agreement); provided, however, subject to the satisfaction of the conditions

precedent set forth in Section 13 below and all other terms and conditions set forth herein, effective upon the Effective Date (as defined below), Lender hereby waives the Existing Event of Default, and any default interest or late fees that Lender would otherwise be entitled to impose and collect in connection with the Existing Event of Default pursuant to the terms and provisions of the Loan Documents. This waiver shall in no way be construed to waive any rights or remedies that Lender may have with respect to any other Default or Event of Default under the Loan Agreement or the other Loan Documents. This waiver is a one-time waiver only and shall apply solely to the Existing Event of Default, and shall be conditioned upon the occurrence of the Effective Date. The fact that no remedial action has been taken as of the Effective Date shall not be construed to mean that default rights and remedies will not be exercised in the future for any Default or Event of Default other than the Existing Event of Default.

4. Amended and Restated Note.

4.1 Borrower and Lender have agreed to modify the payment provisions applicable to the Loan, which modification shall be evidenced by that certain Amended and Restated Promissory Note of even date herewith (the "**Amended and Restated Note**"). On or prior to the Effective Date, Borrower shall execute and deliver to Lender the Amended and Restated Note, which amends, restates and replaces the Existing Note in its entirety (provided that, for the avoidance of doubt, the execution and delivery by Borrower of the Amended and Restated Note shall not, in any manner or circumstance, be deemed to be a payment of, a novation of or to have terminated, extinguished or discharged any of, Borrower's indebtedness evidenced by the Existing Note, all of which indebtedness shall continue under and shall, as of the Effective Date, be evidenced and governed by the Amended and Restated Note). All collateral and guaranties securing or supporting the Existing Note shall continue to secure and support the Amended and Restated Note, including, without limitation, the Deed of Trust.

4.2 From and after the Effective Date, the defined term "Note" as defined in Schedule 1 of the Loan Agreement shall be amended and restated in its entirety as follows:

> ""Note" means the Amended and Restated Promissory Note dated as of [ ], 2023, in the principal amount of Sixteen Million Twenty-Nine Thousand Eight Hundred Ninety-Four and No/100 Dollars ($16,029,894.00), made by Borrower to the order of Lender, as the same may from time to time be amended, restated, supplemented or otherwise modified."

4.3 The defined term "Note" as defined in Article 1 of the Deed of Trust shall be amended and restated in its entirety as follows:

> ""Note" means the Amended and Restated Promissory Note dated as of [ ], 2023 in the principal amount of Sixteen Million Twenty-Nine Thousand Eight Hundred Ninety-Four and No/100 Dollars ($16,029,894.00) made by Grantor and payable to the order of Lender, as the same may from time to time be renewed, amended, restated, replaced, supplemented or otherwise modified."

4.4 For the avoidance of doubt, from and after the Effective Date, all references in the Loan Documents to the "Note" shall refer to the Amended and Restated Note.

5. Previously Repaid Loan Funds. The parties acknowledge and agree that Lender previously disbursed to Borrower Loan funds in the aggregate principal amount of [$1,707,426.27], a portion of which in the amount of $95,713.41 (such portion being referred to herein as the "**Previously Repaid Loan Funds**") were subsequently repaid to Lender in accordance with Section 1 of the Existing Note. Notwithstanding anything else to the contrary contained herein or in any of the other Loan Documents (including Section 2.1 of the Loan Agreement (as amended hereby)), Borrower has a one-time right to re-borrow an amount up to the aggregate amount of the Previously Repaid Loan Funds subject to and in accordance with all of the terms and conditions of this Agreement and the Loan Documents (including Article II of the Loan Agreement (as amended hereby)). For the avoidance of doubt, (a) the outstanding principal amount of the Loan shall never at any time exceed $16,029,894.00, (b) Borrower's right to re-borrow an amount up to the amount of the Previously Repaid Loan Funds is a one-time right, and Borrower shall have no right to re-borrow any other principal portion of the Loan that is repaid, nor shall Borrower have any further right to re-borrow any Previously Repaid Loan Funds once it has re-borrowed such funds in accordance with this Section 5, and (c) at no time shall the aggregate principal amount of Loan proceeds disbursed to Borrower under the Loan Documents exceed the sum of (i) $16,029,894.00 (i.e. the original maximum principal amount of the Loan), plus (ii) the amount of the Previously Repaid Loan Funds (which Borrower is permitted to re-borrow pursuant to the terms hereof). Any of the Previously Repaid Loan Funds that are re-borrowed pursuant to this Section 5 shall be subject to all of the terms, conditions and provisions of the Loan Documents applicable to Loan proceeds disbursed by Lender.

6. Other Amendments to the Loan Documents.

6.1 Section 2.1 of the Loan Agreement is hereby deleted in its entirety and replaced with the following:

> "Section 2.1 The Loan.
>
> Borrower agrees to borrow the Loan from Lender, and Lender agrees to lend the Loan to Borrower, subject to the terms and conditions herein set forth, in incremental advances which will not exceed, in the aggregate, the Loan Amount plus the Previously Repaid Loan Funds (subject to the terms and conditions of the Second Modification Agreement). Interest shall accrue and be payable in arrears only on sums advanced hereunder for the period of time outstanding. Notwithstanding anything to the contrary contained herein or in any of the other Loan Documents, nothing shall obligate Lender to make any advances of Loan proceeds from and after December 31, 2024. The Loan is not a revolving loan; amounts repaid may not be re-borrowed (other than, for avoidance of doubt, the Previously Repaid Loan Funds subject to and in accordance with the Second Modification Agreement)."

6.2 Section 4.13(a) of the Loan Agreement is hereby deleted in its entirety and replaced with the following:

> "(a) (i) unaudited Financial Statements of Borrower and the Charter School, as soon as reasonably practicable and in any event within (A)

forty-five (45) days after the close of each September 30, December 31, and March 31 of each fiscal year and (B) seventy-five (75) days after the close of each June 30 of each fiscal year; and (ii) audited Financial Statements of Borrower and the Charter School, as soon as reasonably practicable and in any event within one-hundred eighty days (180) days after the close of each fiscal year."

6.3 Section 4.13(d) of the Loan Agreement is hereby deleted in its entirety and replaced with the following:

"(d) (i) unaudited Financial Statements of Guarantor, as soon as reasonably practicable and in any event within (A) forty-five (45) days after the close of each September 30, December 31, and March 31 of each fiscal year and (B) seventy-five (75) days after the close of each June 30 of each fiscal year; and (ii) audited Financial Statements of Guarantor, as soon as reasonably practicable and in any event within one-hundred eighty days (180) days after the close of each fiscal year."

6.4 Section 4.13(b) of the Loan Agreement is hereby deleted in its entirety and replaced with the following:

"(b) Property Schedules within the same scheduled time frames as permitted for fiscal quarter Financial Statement reporting."

6.5 Section 4.13(e) of the Loan Agreement is hereby deleted in its entirety and replaced with the following:

"(e) Concurrently with the delivery of the Financial Statements referred to in clauses (a), (b) and (d) above, a duly completed compliance certificate from an authorized officer of Borrower, Charter School and Guarantor, respectively, in the forms attached hereto as Schedule 10, as applicable, together with all calculations and documentation required therein."

6.6 Section 4.13(g) of the Loan Agreement is hereby deleted in its entirety and replaced with the following:

"(g) Operating and capital expenditure budgets for Borrower, the Charter School and Guarantor, each approved by its Board or applicable governing body, as soon as reasonably practicable and in any event within thirty (30) days after the close of each fiscal year."

6.7 Section 4.25 of the Loan Agreement is hereby deleted in its entirety and replaced with the following:

"Section 4.25 Guarantor Financial Covenants.

Guarantor shall comply with the terms and conditions of Schedule 7 with respect to financial covenants as described therein."

6.8 The following new definitions are hereby added to Schedule 1 of the Loan Agreement:

""Annual Calculation Period" means each twelve (12) month period commencing on each July 1 and concluding on each June 30."

""Budget Forecast" means as of each Calculation Period, an annualized operating budget forecast that projects the reporting party's cash balance and operating expenses at the end of the immediately upcoming fiscal year, inclusive of actuals."

""Charter School's Days of Cash on Hand" means, as of any Determination Date, a fraction, the numerator of which is the unrestricted cash on Charter School's balance sheet based on the Budget Forecast for the most recent applicable Calculation Period and the denominator of which is the actual Operating Expenses for the applicable Calculation Period divided by 365."

""Enviroplex" means [_____].

""Enviroplex Contract" means that certain [agreement][3] dated as of [_____], by and between Borrower, as owner, and Enviroplex, as general contractor, and any other contract between Borrower and Enviroplex, and approved in writing by Lender, as the same may be amended from time to time with the prior written approval of Lender."

""Governmental Requirements" means any present or future law, ordinance, order, rule or regulation of a Governmental Authority applicable to Borrower or the construction, maintenance, use, operation or sale of the Property."

""Guarantor Actual Operating Revenue" means, with respect to any period of time, all income for the applicable Calculation Period, computed on an annualized basis in accordance with generally accepted accounting principles, collected from all business(es) Guarantor from whatever source (other than any source affiliated with Borrower or any Guarantor). Guarantor Actual Operating Revenue shall be subject to appropriate seasonal and other adjustments in Lender's reasonable discretion."

""Guarantor's Days of Cash on Hand means as of any Determination Date, a fraction computed by information provided by Guarantor, the numerator of which is the unrestricted cash on Guarantor's balance sheet for the prior calendar month based on the Budget Forecast for the applicable Calculation Period and the denominator of which is the actual Guarantor Operating Expenses for the applicable Calculation Period divided by 365."

[3] [Lender, to provide the Enviroplex Contract.]

""Guarantor Lease(s)" means all leases, subleases, license agreements and other occupancy or use agreements (whether oral or written), now or hereafter existing, which cover or relate to any real property to which Guarantor or any Affiliate of Guarantor is a tenant, together with all options therefor, amendments thereto and renewals, modifications and guaranties thereof, including any cash, letter of credit or other security for payments and performance of the tenants' obligations under the Guarantor Leases, whether such security is to be held until the expiration of the terms of the Guarantor Leases or applied to one or more of the installments of rent coming due thereunder."

""Guarantor Lease Payments" means any payments actually made by Guarantor under any of the Guarantor Leases during the applicable Calculation Period."

""Guarantor's Lease Payment Coverage Ratio" means, as of any Determination Date, for the applicable Calculation Period, a ratio determined by dividing (a) Guarantor Net Operating Income (plus any Guarantor Lease Payments and any other non-cash expenses by (b) Guarantor Lease Payments."

""Guarantor Net Operating Income" means, with respect to any period of time, the amount obtained by subtracting actual Guarantor Operating Expenses from Guarantor Actual Operating Revenue as such amount may be adjusted by Lender in its reasonable discretion based on Lender's underwriting standards."

""Guarantor Operating Expenses" means, with respect to any period of time, the total of all expenses actually paid or payable for the preceding three-month period, computed on an annualized basis in accordance with generally accepted accounting principles, of whatever kind relating to the business of Guarantor, but specifically excluding depreciation and amortization, income taxes, debt service on the Loan, and any item of expense that would otherwise be covered by the provisions hereof but which is paid by any tenant under such tenant's Lease or other agreement provided such reimbursement by such tenant is not included in the calculation of Guarantor Actual Operating Revenue. Guarantor Operating Expenses shall be subject to appropriate seasonal and other adjustments in Lender's reasonable discretion. Any expense which in accordance with accrual basis income tax accounting is depreciated or amortized over a period which exceeds one (1) year shall be treated as an expense, for purposes of the foregoing calculations, ratably over the period of depreciation or amortization."

""Guarantor's Current Ratio" shall be determined by dividing (a) the sum of all of the Guarantor's current assets, by (b) the sum of all of the Guarantor's current liabilities."

""Independent Consultant" means a firm or individual that (a) does not have any direct financial interest or any material indirect financial interest in

Borrower, Charter School, Guarantor or any Affiliate of any such entities, (b) is not connected with Borrower, Charter School, Guarantor or any Affiliate of any such entities as an officer, employee, promoter, trustee, partner, director or Person performing similar functions, (c) is knowledgeable in the operation of public charter schools and having a favorable reputation for skill and experience in the field of public charter school management consultation, and (d) for so long as the Note remains outstanding, has been approved by Lender."

""Punch List Items" means minor construction items to be completed or constructed with respect to the Construction of the Improvements which do not materially interfere with the use of the Improvements or the acceptance and occupancy of the space leased or conveyed to any tenant (if any) of any portion of the Improvements."

""Quarterly Calculation Period" means each three (3) month period commencing on each January 1, April 1, July 1 and October 1, and concluding on each March 31, June 30, September 30 and December 31, respectively."

""Second Modification Agreement" means that certain Second Modification Agreement (Long Form) dated as of [_____], 2023 by and between Borrower and Lender."

""Substantial Completion" and "Substantially Completed" means, substantial completion of construction of the Improvements in accordance with applicable Governmental Requirements, the Plans and Specifications and the Budget (subject to Punch List Items) set forth in the Budget, which shall be deemed to have taken place upon the occurrence of all of the following: (a) Lender's receipt of an AIA Form G-704 certificate executed by Architect (and confirmed by and satisfactory to the Construction Inspector), (b) Lender's receipt of all required certificates of occupancy (which may be temporary certificates of occupancy, in form and substance satisfactory to Lender and the Construction Inspector, provided Lender also receives reasonably satisfactory evidence that issuance of final certificates of occupancy is subject only to completion of the Punch List Items) for the Improvements issued by the Governmental Authority having jurisdiction and authority to issue same, and (c) the expiration of the statutory period(s) within which valid mechanics' liens and materialmen's liens may be recorded and/or served by reason of the construction of the Improvements (with no liens having been recorded against the Property), or, alternatively, Lender's receipt of valid, unconditional releases thereof (or releases conditioned upon final payment thereof) from all Persons entitled to record liens."

""Swenson Builders" means [_____]."

""Swenson Contract means that certain [agreement][4] dated as of [_____], by and between Borrower, as owner, and Swenson Builders, as

[4] [Lender, to provide Swenson Contract.]

general contractor, and any other contract between Borrower and Swenson Builders, and approved in writing by Lender, as the same may be amended from time to time with the prior written approval of Lender."

6.9 The definition of "Calculation Period" in Schedule 1 of the Loan Agreement is hereby deleted in its entirety and replaced with the following:

""Calculation Period" means the Annual Calculation Period or the Quarterly Calculation Period, as applicable."

6.10 The definition of "Charter School" in Schedule 1 of the Loan Agreement is hereby deleted in its entirety and replaced with the following:

""Charter School" means the operations of the Voices Morgan Hill school (CDS Code: 43 10439 0131748) located on the Land and taking place in connection with the Improvements."

6.11 The definition of "Completion of Construction" in Schedule 1 of the Loan Agreement is hereby deleted in its entirety and replaced with the following:

""Completion of Construction" means Substantial Completion plus the completion of all Punch List Items and delivery to Lender of (a) all final certificates of occupancy for the Improvements that were not delivered to Lender upon Substantial Completion, (b) evidence acceptable to Lender that any Trade Contractor who previously delivered a conditional lien waiver conditioned only on payment was actually paid, (c) Lender shall have received evidence that a valid notice of completion of the Improvements has been recorded in the Official Records of Santa Clara County, California, and (d) all Punch List Items have been completed."

6.12 The definition of "Construction Contract" and "Construction Contracts" in Schedule 1 of the Loan Agreement are hereby deleted in their entirety and replaced with the following:

""Construction Contract" or "Construction Contracts" means, individually and collectively, as appropriate, the Enviroplex Contract and the Swenson Contract."

6.13 The definition of "Determination Date" in Schedule 1 of the Loan Agreement is hereby deleted in its entirety and replaced with the following:

""Determination Date" means the last day of the each applicable Calculation Period."

6.14 The definition of "Financial Statements" in Schedule 1 of the Loan Agreement is hereby deleted in its entirety and replaced with the following:

""Financial Statements" means (a) for each reporting party, a balance sheet, income statement, statements of cash flow and additional schedules as reasonably determined by Lender, amounts and sources of contingent liabilities, reconciliation of changes in equity, liquidity verification, cash flow projections, real estate schedules providing details on each individual real property in the reporting party's portfolio, including raw land, land under development, construction in process and stabilized properties, any additional schedules as may be required by Lender, and unless Lender otherwise consents, consolidated and consolidating statements if the reporting party is a holding company or a parent of a subsidiary entity; and (b) in addition to the items referred to in subparagraph (a), for the Charter School and Guarantor, a Budget Forecast. For purposes of this definition and any covenant requiring the delivery of Financial Statements, each party for whom Financial Statements are required is a "reporting party" and a specified period to which the required Financial Statements relate is a Calculation Period."

6.15 The definition of "General Contractor" and "General Contractors" in Schedule 1 of the Loan Agreement are hereby deleted in their entirety and replaced with the following:

""General Contractor" or "General Contractors" means, individually and collectively, as appropriate, Enviroplex and Swenson Builders, and each of their successors and permitted assigns"

6.16 The definition of "Improvements" in Schedule 1 of the Loan Agreement is hereby deleted in its entirety and replaced with the following:

""Improvements" means all buildings, including, without limitation, a planned two-story building with approximately eighteen (18) classrooms, two (2) kindergarten classrooms and administrative offices totaling approximately 20,000 square feet to be operated as a charter school commonly known as "Voices Morgan Hill", all structures and replacements thereof and all other improvements now or hereafter existing, erected or placed on the Land, including all plant, equipment, apparatus, machinery and fixtures of every kind and nature whatsoever forming part of said structures and/or buildings together with any on-site improvements and off-site improvements in any way used or to be used in connection with the use, enjoyment, occupancy or operation of the Land."

6.17 The definition of "Lease(s)" in Schedule 1 of the Loan Agreement is hereby deleted in its entirety and replaced with the following:

""Lease(s)" means all leases, including without limitation the Charter School Lease, subleases, license agreements and other occupancy or use agreements (whether oral or written), now or hereafter existing, which cover or relate to the Property or any part thereof, together with all options therefor, amendments thereto and renewals, modifications and guaranties thereof, including

any cash, letter of credit or other security for payments and performance of the tenants' obligations under the Leases, whether such security is to be held until the expiration of the terms of the Leases or applied to one or more of the installments of Rent coming due thereunder."

6.18 The definition of "Lease Payment Coverage Ratio" in Schedule 1 of the Loan Agreement is hereby deleted in its entirety and replaced with the following:

""Lease Payment Coverage Ratio" means, as of any Determination Date, for the applicable Calculation Period, the ratio obtained by dividing (a) the sum of the Net Operating Income, Lease Payments, and non-cash expenses by (b) the aggregate amount of Lease Payments, in each case for the applicable Calculation Period."

6.19 The definition of "Beals Martin Contract" in Schedule 1 of the Loan Agreement, and all references in the Loan Documents thereto, are hereby deleted in their entirety and are of no further force and effect.

6.20 The definition of "iMod Structures Contract" in Schedule 1 of the Loan Agreement, and all references in the Loan Documents thereto, are hereby deleted in their entirety and are of no further force and effect.

6.21 Schedule 3 of the Loan Agreement is hereby deleted in its entirety and replaced with Schedule 3 attached hereto and incorporated herein.

6.22 Schedule 4 of the Loan Agreement is hereby deleted in its entirety and replaced with Schedule 4 attached hereto and incorporated herein.

6.23 Section 5 of Schedule 5 of the Loan Agreement is hereby deleted in its entirety and replaced with the following:

"[ ][5]"

6.24 Schedule 7 of the Loan Agreement is hereby deleted in its entirety and replaced with Schedule 7 attached hereto and incorporated herein.

6.25 Schedule 10 of the Loan Agreement is hereby deleted in its entirety and replaced with Schedule 10 attached hereto and incorporated herein.

6.26 Section 17(d) of the Guaranty is hereby deleted in its entirety and replaced with the following:

"(d) Guarantor shall maintain: (a) until the fiscal year ending June 30, 2023, minimum liquidity (consisting only of available cash) in the amount necessary, in Lender's discretion, to operate the Charter School for at least forty-five (45) consecutive days; and (b) thereafter through the remainder of the

[5] [To be determined upon receipt and review of underlying GC contracts]

term of the Loan, minimum liquidity (consisting only of available cash) in the amount necessary, in Lender's discretion, to operate the Charter School for at least sixty (60) consecutive days. This ratio will be reported at the end of each Quarterly Calculation Period and tested at the end of each Annual Calculation Period. Guarantor's failure to maintain the minimum liquidity required under this Section 17(d) as of the end of any Annual Calculation Period shall be an immediate Event of Default."

7. Arch Insurance Settlement. The parties acknowledge and agree that Borrower is currently in litigation with Arch Insurance Company ("**Arch Insurance**") in connection with certain disputes related to insurance proceeds owed by Arch Insurance to Borrower, as more particularly described in that certain Complaint filed by Borrower against Arch Insurance and DOES 1-20 on June 8, 2022 in the Superior Court of California in the County of Santa Clara as case number 22CV399500 (the "**Arch Litigation**"). In the event that Borrower receives any payments as a result of the Arch Litigation (via settlement, judgement, or otherwise) (the "**Arch Litigation Payments**"), Borrower and Lender agree that the funds from any such payment shall, upon receipt, be immediately and directly deposited into a blocked deposit account (the "**Deposit Account**") at [ ] ("**Depository Bank**"), which Deposit Account shall be subject to a Deposit Account Control Agreement entered into by and among Depository Bank, Borrower, and Lender on or before the date of such deposit (the "**DACA**"), pursuant to which Lender shall have a present and continuing security interest in the entirety of such Deposit Account until the disbursement obligations set forth below in Sections 7.1 and 7.2 have been satisfied, in full. The DACA shall be in such form as reasonably approved by Lender and the funds in the Deposit Account shall, so long as no Event of Default is continuing, be disbursed in accordance with the following payment waterfall:

7.1 within five (5) days of receiving any Arch Litigation Payments, the first $1,700,000.00 of any such payments (the "**First Payment Amounts**") shall be paid to Borrower;

7.2 within one (1) calendar year after Borrower's receipt of any Arch Litigation Payments and after the First Payment Amounts have been fully paid, any additional funds remaining of any such payments, up to $8,000,000.00, (the "**Second Payment Amounts**") shall be distributed in one or more disbursements in the following percentages on a dollar for dollar basis: (i) 75% of the Second Payment Amounts shall be paid to Lender and shall be applied towards payment of the outstanding principal balance of the Amended and Restated Note and (ii) 25% of the Second Payment Amounts shall be paid to Borrower; and

7.3 within five (5) days after the Second Payment Amounts have been fully paid, any additional funds remaining shall be paid to Borrower.

8. Borrower's Equity. Notwithstanding anything to the contrary contained in the Loan Documents, prior to any further advances of Loan proceeds, Lender shall have received satisfactory evidence that Borrower has contributed Up-Front Equity in an aggregate amount of not less than $1,688,362.57 towards the Total Costs for Construction of the Improvements.

9. Appraisal Upon Completion of Construction. Within three months following Completion of Construction, Borrower shall provide to Lender, at Borrower's sole cost and

expense and otherwise subject to Section 4.21 of the Loan Agreement, an appraisal of all or any part of the Property, prepared in accordance with written instructions from Lender, from a third-party appraiser approved by Lender in its sole discretion.

10. Security Documents. The Deed of Trust, as amended hereby and by the Short Form, and all other Loan Documents which secure Borrower's indebtedness and obligations under the Loan shall secure, in addition to all other indebtedness and obligations secured thereby, the payment and performance of the Loan and all other present and future indebtedness and obligations of Borrower under (a) the Amended and Restated Note, and other Loan Documents modified hereby, (b) this Agreement, (c) the Short Form, and (d) any and all amendments, modifications, renewals and/or extensions of this Agreement. The Deed of Trust does not secure the Guaranty, the Environmental Indemnity or any other obligation which the Deed of Trust specifies is not secured thereby.

11. Definitions. Except as provided in this Agreement, all references in the Loan Agreement and in the other Loan Documents (a) to the Note shall mean the Amended and Restated Note, (b) to the Deed of Trust shall mean the Deed of Trust, as amended by this Agreement and the Short Form, (c) to the Loan Agreement shall mean the Loan Agreement, as amended by this Agreement, and (d) to any particular Loan Document shall mean such Loan Document as modified by this Agreement or any document executed pursuant hereto.

12. No Other Modifications. Except as expressly set forth in this Agreement, the Loan Documents shall be and remain unmodified and in full force and effect.

13. Conditions Precedent. Before this Agreement becomes effective and any party becomes obligated under it, all of the following conditions shall have been satisfied at Borrower's sole cost and expense in a manner acceptable to Lender in the exercise of Lender's sole judgment (any of which conditions may be waived or reserved by Lender in writing in its sole discretion). The date all of the following conditions have been satisfied (or waived or reserved) shall be referred to herein as the "**Effective Date**".

(a) Lender shall have received each of the following in form and substance satisfactory to Lender:

(1) an original of (A) this Agreement executed by Borrower, (B) the Consent and Reaffirmation (Guarantor) attached hereto executed by Guarantor with respect to the Guaranty, (C) the Subordinate Lender's Consent attached hereto executed by Exed Facilities XVIII, LLC, a Delaware limited liability company, (D) that certain Second Modification Agreement (Short Form) dated as of even date herewith (the "**Short Form**") executed and acknowledged by Borrower, and (E) the Amended and Restated Note executed by Borrower;

(2) evidence satisfactory to Lender that no real property taxes or assessments on the Property are delinquent as of the Effective Date of this Agreement, and that all property taxes or assessments on the Property which are due and payable have been paid in full; and

(3) such other documents or items as Lender or its counsel reasonably may require.

(b) Chicago Title Insurance Company shall have issued and delivered to Lender, or shall have irrevocably and unconditionally committed to issue for the benefit of Lender, such endorsements to Chicago Title Insurance Company Policy No. CA-FWPS-IMP-72307-1-20-98203392 (including a CLTA 110.5 endorsement), as Lender shall request to insure the validity and continuing first position lien priority of the Deed of Trust on the Property.

(c) The Short Form shall have been recorded in the Official Records.

(d) Lender shall have received reimbursement, in immediately available funds, of all out-of-pocket costs and expenses incurred by Lender, including charges and disbursements of outside counsel for Lender and/or the allocated costs of in-house counsel incurred from time to time, in connection with this Agreement.

(e) Lender shall have received all documents evidencing the formation, organization and valid existence of Borrower and Guarantor (to the extent such documents have been amended or modified since the closing of the Loan and have not previously been delivered to Lender) and the authorization for the execution, delivery, and performance of this Agreement.

(f) Lender must be satisfied, in its reasonable judgment, that there has been no material adverse change in Borrower's or Guarantor's financial condition.

(g) No Event of Default (other than the Existing Event of Default) shall have occurred and is continuing, and no event has occurred and is continuing which, with notice or the passage of time or both, would constitute an Event of Default (other than the Existing Event of Default).

(h) No condemnation or adverse zoning or usage change proceeding shall have occurred or shall have been threatened against the Property; the Property shall have not suffered any significant damage by fire or other casualty which has not been repaired; no law, regulation, ordinance, moratorium, injunctive proceeding, restriction, litigation, action, citation or similar proceeding or matter shall have been enacted, adopted, or threatened by any governmental authority, which would have, in Lender's judgment, a material adverse effect on Borrower, Guarantor or the Property.

(i) The representations and warranties contained in the Loan Agreement and in all other Loan Documents are true and correct as of the date hereof, except to the extent such representations and warranties expressly relate to an earlier date (other than the date of the Loan closing).

14. Representations and Warranties. As an inducement to Lender to enter into this Agreement, each of Borrower and Guarantor hereby reaffirms as of the date hereof all representations and warranties set forth in the Loan Documents, except to the extent such

representations and warranties expressly relate to an earlier date (other than the date of the Loan closing) and further represents and warrants to Lender as follows:

(a) Borrower is a limited liability company duly organized, validly existing, and in good standing under the laws of the State of California and is authorized to do business in each jurisdiction in which its ownership of property or conduct of business legally requires such authorization, and has full power, authority, and legal right to own its properties and assets and to conduct its business as currently conducted.

(b) Guarantor is a California nonprofit public benefit corporation duly organized, validly existing, and in good standing under the laws of the State of California and is authorized to do business in each jurisdiction in which its ownership of property or conduct of business legally requires such authorization, and has full power, authority, and legal right to own its properties and assets and to conduct its business as currently conducted.

(c) Each of Borrower and Guarantor has full power, authority and legal right to execute and deliver, and to perform and observe the provisions of, this Agreement and any documents executed pursuant to this Agreement and to carry out the transactions contemplated hereby and thereby.

(d) The execution, delivery, and performance by each of Borrower and Guarantor of its obligations under this Agreement, and any documents executed pursuant to this Agreement, have been duly authorized by all necessary action, and do not and will not require any registration with, consent or approval of, notice to, or any action by, any person which has not already been obtained. The Loan Documents constitute legal, valid, and binding obligations of Borrower and Guarantor enforceable against such party in accordance with their respective terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally and general equitable principles.

(e) The execution and delivery of this Agreement, and any documents executed pursuant to this Agreement, and compliance with their respective terms as contemplated herein and therein, will not result in a breach of any of the terms or conditions of, or result in the imposition of any lien, charge, or encumbrance upon any properties of Borrower or Guarantor pursuant to, or constitute a default (or result in an occurrence of any event for which any holder of holders of indebtedness for money borrowed may declare the same due and payable) under any indenture, agreement, order, judgment, or instrument under which Borrower or Guarantor is a party or by which Borrower or Guarantor or its property may be bound or affected, and will not violate any provision of applicable law.

(f) There are no actions, suits or proceedings pending, or to the knowledge of Borrower or Guarantor threatened in writing, against or affecting Borrower or Guarantor at law or in equity, before or by any person, which, if adversely determined, would have a material adverse effect on the business, properties, or condition (financial or otherwise) of Borrower or Guarantor, nor is Borrower or Guarantor in violation or

default with respect to any order, writ, injunction, demand or decree of any court or any person or in violation or default in any material respect under any indenture, agreement or other instrument under which Borrower or Guarantor is a party or may be bound under which the consequences of such default is reasonably likely to materially and adversely affect the business, properties or condition (financial or otherwise) of Borrower or Guarantor.

15. General Release. As further inducement to Lender to enter into this Agreement, Borrower, and Guarantor, by its signature to the attached Consent and Reaffirmation (Guarantor), hereby release Lender as follows:

(a) Borrower, Guarantor, and their respective heirs, successors and assigns (collectively, the "**Releasing Parties**") do hereby release, acquit and forever discharge Lender of and from any and all claims, demands, obligations, liabilities, indebtedness, breaches of contract, breaches of duty or any relationship, acts, omissions, misfeasance, malfeasance, cause or causes of action, debts, sums of money, accounts, compensation, contracts, controversies, promises, damages, costs, losses and expenses of every type, kind, nature, description, or character, whether known or unknown, suspected or unsuspected, liquidated or unliquidated, each as though fully set forth herein at length, which exist as of the Effective Date and which in any way arise out of, are connected with or related to the Loan Documents, this Agreement or any earlier and/or other agreement or document referred to therein or any other action, claim, cause of action, demand, damage or cost of whatever nature as of the Effective Date (collectively, the "**Released Claims**");

(b) The agreement of the Releasing Parties, as set forth in the preceding subparagraph (a) shall inure to the benefit of the successors, assigns, insurers, administrators, agents, employees, and representatives of Lender.

(c) The Releasing Parties have read the foregoing release, fully understand the legal consequences thereof and have obtained the advice of counsel with respect thereto. The Releasing Parties further warrant and represent that they are authorized to make the foregoing release.

(d) The Releasing Parties acknowledge and agree that they understand the meaning and effect of Section 1542 of the California Civil Code which provides:

"A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."

(e) Each Releasing Party acknowledges that the foregoing release shall extend to Released Claims which the Releasing Party does not know or suspect to exist in Releasing Party's favor at the time of executing this Agreement, regardless of whether such Released Claims, if known by such Releasing Party, would have materially affected such Releasing Party's decision to enter into this Agreement. Each Releasing Party

waives and relinquishes any right or benefit which it has or may have under any provision of the statutory or nonstatutory law of any jurisdiction which provides to the contrary, to the full extent that it may lawfully waive all such rights and benefits. In connection with such waiver and relinquishment, each Releasing Party acknowledges that it is aware that it or its attorneys or agents may hereafter discover facts in addition to or different from those which it now knows or believes to exist with respect to the subject matter of this Section 15 or the other parties hereto, but that each Releasing Party intends hereby fully, finally and forever to settle, waive and release all of the Released Claims, known or unknown, suspected or unsuspected, which now exist or may exist hereafter between Releasing Parties and Lender in connection with the Loan, except as otherwise expressly provided in this Section 15. This Release shall be and remain in effect notwithstanding the discovery or existence of any such additional or different facts.

(f) Each Releasing Party warrants and represents that it is the sole and lawful owner of all right, title and interest in and to all of the respective Released Claims released hereby and that it has not heretofore voluntarily, by operation of law or otherwise, assigned or transferred or purported to assign or transfer to any person or entity any such claim or any portion thereof. If any Releasing Party shall have assigned or transferred, or purported to assign or transfer, any Released Claim released hereunder, then such Releasing Party shall indemnify Lender and hold Lender harmless from and against any loss, cost, claim or expense including but not limited to all costs related to the defense of any action, including reasonable attorneys' fees, based upon, arising out of, or incurred as a result of any such assigned or transferred Released Claim.

(g) This release is not to be construed and does not constitute an admission of liability on the part of Lender. This release shall constitute an absolute bar to any Released Claim of any kind, whether such claim is based on contract, tort, warranty, mistake or any other theory, whether legal, statutory or equitable. The Releasing Parties specifically agree that any attempt to assert a claim barred hereby shall subject each of them to the provisions of applicable law setting forth the remedies for the bringing of groundless, frivolous or baseless claims or causes of action.

16. Incorporation. This Agreement shall form a part of each Loan Document, and all references to a given Loan Document shall mean that document as hereby modified.

17. No Prejudice; Reservation of Rights. This Agreement shall not prejudice any rights or remedies of Lender under the Loan Documents. Lender reserves, without limitation, all rights which it has against Borrower, any indemnitor, guarantor, or endorser of the Amended and Restated Note.

18. No Impairment. Except as specifically hereby amended, the Loan Documents shall each remain unaffected by this Agreement and all such documents shall remain in full force and effect.

19. Purpose and Effect of Lender's Approval. Lender's approval of any matter in connection with the Loan shall be for the sole purpose of protecting Lender's security and rights.

20. Miscellaneous. This Agreement and any attached consents or exhibits requiring signatures may be executed in counterparts, and all counterparts shall constitute but one and the same document. If any court of competent jurisdiction determines any provision of this Agreement or any of the other Loan Documents to be invalid, illegal or unenforceable, that portion shall be deemed severed from the rest, which shall remain in full force and effect as though the invalid, illegal or unenforceable portion had never been a part of the Loan Documents. This Agreement shall be governed by the laws of the State of California, without regard to the choice of law rules of that State. As used here, the word "include(s)" means "includes(s), without limitation," and the word "including" means "including, but not limited to."

21. Non-Impairment; No Novation. Except as expressly provided herein, nothing in this Agreement shall alter or affect any provision, condition or covenant contained in the Loan Agreement or other Loan Documents or affect or impair any rights, powers or remedies thereunder, and the parties hereto intend that the provisions of the Loan Agreement and other Loan Documents shall continue in full force and effect except as expressly modified hereby. In the event of any conflict between this Agreement and the terms of the respective Loan Documents to which it relates or any documents relating thereto, the terms of this Agreement shall govern and control. Unless otherwise specified herein, whenever possible, the provisions of this Agreement shall be deemed supplemental to and not in derogation of the terms of the respective Loan Documents to which it relates. The execution and delivery of this Agreement shall not constitute a novation of the Loan.

[Remainder of Page Intentionally Left Blank]

22. No Reliance on Other Representations or Promises. THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE TERMS HEREOF. THIS AGREEMENT SUPERSEDES ALL PREVIOUS NEGOTIATIONS, DISCUSSIONS AND AGREEMENTS BETWEEN OR AMONG ANY OF THE PARTIES, INCLUDING, WITHOUT LIMITATION, ANY AND ALL TERM SHEETS, AND NO PAROL EVIDENCE OF ANY PRIOR OR OTHER AGREEMENT SHALL BE PERMITTED TO CONTRADICT OR VARY THE TERMS OF THIS AGREEMENT. BY EXECUTING THIS AGREEMENT, BORROWER AND, BY EXECUTING THE CONSENT AND REAFFIRMATION (GUARANTOR) ATTACHED HERETO, GUARANTOR, EACH EXPRESSLY ACKNOWLEDGES TO LENDER THAT IT DID NOT RELY ON ANY PROMISE, REPRESENTATION, ASSURANCE, AGREEMENT, STATEMENT OR ADVICE, ORAL OR WRITTEN, NOT EXPRESSLY SET FORTH IN THIS AGREEMENT IN REACHING ITS DECISION TO ENTER INTO THIS AGREEMENT AND THAT NO PROMISES, REPRESENTATIONS, ASSURANCES, AGREEMENTS, STATEMENTS OR ADVICE, ORAL OR WRITTEN, HAVE BEEN MADE TO SUCH PARTY WHICH CONFLICT WITH THE WRITTEN TERMS OF THIS AGREEMENT. BORROWER AND, BY EXECUTING THE CONSENT AND REAFFIRMATION (GUARANTOR) ATTACHED HERETO, GUARANTOR, EACH ACKNOWLEDGES TO LENDER THAT IT (I) HAS READ AND UNDERSTANDS THE TERMS AND CONDITIONS CONTAINED IN THIS AGREEMENT, AND (II) HAS RELIED ONLY ON ITS REVIEW AND INTERPRETATION OF (AND ADVICE OF ITS COUNSEL IN RESPECT OF) THIS AGREEMENT (AND HAS NOT RELIED ON ANY PROMISES, REPRESENTATIONS, ASSURANCES, AGREEMENTS, STATEMENTS OR ADVICE FROM LENDER OR ANY OF LENDER'S OFFICERS, EMPLOYEES, AGENTS, ATTORNEYS OR OTHER REPRESENTATIVES). THIS AGREEMENT MAY BE AMENDED ONLY IN A WRITING SIGNED BY THE PARTIES HERETO.

Borrower's Initials: _____

Guarantors' Initials: _____

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date indicated above.

BORROWER:

VCBLA NIDO LLC,
a California limited liability company

By: VOICES COLLEGE-BOUND LANGUAGE ACADEMIES,
a California nonprofit public benefit corporation,
its Manager

By: _____

Name: _____
Title: _____

LENDER:

PACIFIC CHARTER SCHOOL DEVELOPMENT, INC.,
a California nonprofit public benefit corporation

By: _____

Name: Scarlet Sy
Title: Chief Financial Officer

CONSENT AND REAFFIRMATION
(Guarantor)

The undersigned ("**Guarantor**") hereby consents to the terms, conditions and provisions of the foregoing Second Modification Agreement (Long Form) ("**Agreement**") and the transactions contemplated by the Agreement including without limitation Sections 2, 4, 5, 6, 7, 8 and 9 hereof. Guarantor agrees that by executing this Consent and Reaffirmation, Guarantor shall be deemed to have joined in the provisions of Section 15 of the Agreement as a Releasing Party, in Section 14 of the Agreement as a party making the representations contained therein, and in Section 21 of the Agreement as party making the agreements, representations and warranties therein. Guarantor hereby reaffirms the full force and effectiveness of its Guaranty, dated as of December 29, 2020 (as amended, the "**Guaranty**"), in light of the Agreement, including without limitation all waivers, authorizations and agreements set forth therein. In addition, Guarantor acknowledges that its obligations under the Guaranty are separate and distinct from those of Borrower on the Loan. The undersigned, having reread the Guaranty and with advice of its own counsel, hereby reaffirms and restates all waivers, authorizations, agreements and understandings set forth in the Guaranty, as though set forth in full herein.

EXECUTED as of [_____], 2023.

[Signatures on following page]

GUARANTOR:

VOICES COLLEGE-BOUND LANGUAGE ACADEMIES,
a California nonprofit public benefit corporation

By: _____
Name: _____
Title: _____

SUBORDINATE LENDER'S CONSENT

The undersigned ("**Subordinate Lender**") is the current beneficiary of record under that certain Construction Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated as of December 29, 2020, which was recorded on December 31, 2020 as Instrument No. 24770852 in the Official Records (the "**Subordinate Deed of Trust**"). The Subordinate Lienholder hereby consents to the terms, conditions and provisions of the foregoing Second Modification Agreement (Long Form) ("**Agreement**") and the transactions referred to therein. The Subordinate Lienholder (i) acknowledges and agrees that, as modified, the Deed of Trust referred to in the foregoing Agreement remains a lien senior in priority to the lien of the Subordinate Deed of Trust and (ii) acknowledges and agrees that the Subordination Agreement ("**Subordination Agreement**") dated as of December 29, 2020, among Borrower, Lender and Subordinate Lienholder, and recorded on December 31, 2020 as Instrument No. 24770855 in the Official Records, is and shall remain in full force and effect, and that the terms of the foregoing Agreement shall not be construed to impair, or provide a defense to, any of the terms and provisions contained in the Subordination Agreement. All capitalized terms used herein and not otherwise defined shall have the meanings ascribed to such terms in the foregoing Agreement.

EXECUTED as of [_____], 2023.

[Signatures on following page]

SUBORDINATE LENDER:

EXED FACILITIES XVIII, LLC,
a Delaware limited liability company

By: _____
Name:_____
Title:_____

Schedule 3

Budget

(SEE ATTACHED)

Schedule 4

Project Schedule

(SEE ALSO ATTACHED)

1. Commencement.

Subject to any delays as a result of Force Majeure, Borrower shall cause Construction of the Improvements to commence by no later than September 1, 2023.

2. Substantial Completion

Subject to any delays as a result of Force Majeure, Borrower shall cause Substantial Completion of Construction to occur no later than September 1, 2024.

3. Completion of Construction of All Improvements.

Subject to any delays as a result of Force Majeure, Borrower shall cause Completion of Construction to occur no later than December 31, 2024.

Schedule 7

Financial Covenants of Borrower and the Charter School

Debt Service Coverage Ratio. Borrower shall maintain a Debt Service Coverage Ratio as of each Determination Date of at least 1.00:1.00. This ratio will be tested at the end of each Quarterly Calculation Period and each Annual Calculation Period. The Debt Service Coverage Ratio may be satisfied by a voluntary paydown of the Loan by Borrower, subject to the satisfaction of any conditions to prepayment, including the payment of any prepayment fee or premium, together with a mutually agreed-upon reduction in the committed amount of the Loan.

Lease Payment Coverage Ratio. From and after the date that the Charter School takes occupancy of the Improvements, the Charter School shall maintain a Lease Payment Coverage Ratio as of any Determination Date of at least 1.10:1.00. Notwithstanding the forgoing, the Charter School will make best efforts to achieve a Lease Payment Coverage Ratio of at least 1.20:1.00 as of each Determination Date. This ratio will be reported at the end of each Quarterly Calculation Period and tested at the end of each Annual Calculation Period.

Failure to maintain a Lease Payment Coverage Ratio of at least 1.10:1.00 for any Quarterly Calculation Period shall not constitute an Event of Default, but rather is intended to serve as informational only for Lender. Failure to maintain a Lease Payment Coverage Ratio of at least 1.10:1.00 for any Annual Calculation Period shall not constitute an immediate Event of Default, so long as Borrower timely engages an Independent Consultant within thirty (30) days of Lender's receipt of the applicable Financial Statements disclosing such failure. Within sixty (60) days of engaging an Independent Consultant, such Independent Consultant shall prepare a report with recommendations for meeting the required Lease Payment Coverage Ratio. As soon as practicable, but no later than thirty (30) days after receipt of such report, Borrower shall then, to the extent legally permissible, implement each of the Independent Consultant's recommendations. Notwithstanding any other provision of this Agreement, failure of Borrower to maintain a Lease Payment Coverage Ratio of at least 1.10:1.00 for two (2) consecutive Annual Calculation Periods shall immediately constitute an Event of Default.

Maximum Debt to Total Net Worth Ratio. The Charter School shall maintain a ratio of Total Liabilities (excluding the non-current portion of Subordinated Liabilities) to Tangible Net Worth not exceeding 3.00:1.00. This ratio will be tested at the end of each Quarterly Calculation Period and each Annual Calculation Period.

Current Ratio. The Charter School shall maintain a minimum Current Ratio of not less than 1.00:1.00. This ratio will be tested at the end of each Quarterly Calculation Period and each Annual Calculation Period.

Charter School's Days of Cash on Hand. The Charter School's Days of Cash on Hand on any Determination Date shall be a minimum of forty-five (45) days but the Charter School shall target sixty (60) days in all Budget Forecasts. This ratio will be reported at the end of each Quarterly Calculation Period and tested at the end of each Annual Calculation Period.

Failure to maintain at least forty-five (45) days of the Charter School's Days of Cash on Hand for any Quarterly Calculation Period shall not constitute an Event of Default, but rather is intended to serve as informational only for Lender. Failure to maintain at least forty-five (45) days of the Charter School's Days of Cash on Hand for any Annual Calculation Period shall not constitute an immediate Event of Default so long as the Charter School timely engages an Independent Consultant within thirty (30) days of Lender's receipt of the applicable Financial Statements disclosing such failure. Within sixty (60) days of engaging an Independent Consultant, such Independent Consultant shall prepare a report with recommendations for meeting the required Charter School's Days of Cash on Hand requirement. As soon as practicable, but no later than thirty (30) days after receipt of such report, the Charter School shall then, to the extent legally permissible, implement each of the Independent Consultant's recommendations. Notwithstanding any other provision of this Agreement, failure of the Charter School to maintain the Charter School's Days of Cash on Hand of at least forty-five (45) days for two (2) consecutive Annual Calculation Periods shall immediately constitute an Event of Default.

Financial Covenants of Guarantor

Guarantor's Lease Payment Coverage Ratio. Upon occupancy of the Improvements by the Charter School, Guarantor shall maintain a Guarantor's Lease Payment Coverage Ratio as of any Determination Date of at least 1.10:1.00. Notwithstanding the forgoing, Guarantor will make best efforts to achieve a Guarantor's Lease Payment Coverage Ratio of at least 1.20:1.00 as of each Determination Date. This ratio will be reported at the end of each Quarterly Calculation Period and tested at the end of each Annual Calculation Period.

Failure to maintain a Guarantor's Lease Payment Coverage Ratio of at least 1.10:1.00 for any Quarterly Calculation Period shall not constitute an Event of Default, but rather is intended to serve as informational only for Lender. Failure to maintain a Guarantor's Lease Payment Coverage Ratio of at least 1.10:1.00 for any Annual Calculation Period shall not constitute an immediate Event of Default so long as Guarantor timely engages an Independent Consultant within thirty (30) days. Within sixty (60) days of engaging an Independent Consultant, such Independent Consultant shall prepare a report with recommendations for meeting the required Guarantor's Lease Payment Coverage Ratio. As soon as practicable, but no later than thirty (30) days after receipt of such report, Guarantor shall then, to the extent legally permissible, implement each of the Independent Consultant's recommendations. Notwithstanding any other provision of this Agreement, failure of Guarantor (i) to maintain a Guarantor's Lease Payment Coverage Ratio of at least 1.10:1.00 for two (2) consecutive Calculation Periods, or (ii) failure of Guarantor to maintain a Guarantor's Lease Payment Coverage Ratio of at least 1.00:1.00 as of any Determination Date shall immediately constitute an Event of Default.

Guarantor's Current Ratio. Guarantor shall maintain a minimum Guarantor's Current Ratio of not less than 1.00:1.00. This ratio will be tested at the end of each Quarterly Calculation Period and each Annual Calculation Period.

Guarantor's Days of Cash on Hand. Guarantor's Days of Cash on Hand on any Determination Date shall be a minimum of forty-five (45) days but Guarantor shall target sixty (60) days in all

Budget Forecasts. This ratio will be reported at the end of each Quarterly Calculation Period and tested at the end of each Annual Calculation Period.

Failure to maintain at least forty-five (45) days of Guarantor's Days of Cash on Hand for any Quarterly Calculation Period shall not constitute an Event of Default, but rather is intended to serve as informational only for Lender. Failure to maintain at least forty-five (45) days of Guarantor's Days of Cash on Hand for any Annual Calculation Period shall not constitute an immediate Event of Default. If Guarantor's Days of Cash on Hand is less than forty-five (45) days for four (4) consecutive Quarterly Calculation Periods, Guarantor shall timely engage an Independent Consultant within thirty (30) days of Lender's receipt of the applicable Financial Statements disclosing such failure. Within sixty (60) days of engaging an Independent Consultant, such Independent Consultant shall prepare a report with recommendations for meeting the required Guarantor's Days of Cash on Hand requirement. As soon as practicable, but no later than thirty (30) days after receipt of such report, Guarantor shall then, to the extent legally permissible, implement each of the Independent Consultant's recommendations. Notwithstanding any other provision of this Section, failure of Guarantor to maintain Guarantor's Days of Cash on Hand of at least forty-five (45) days for two (2) consecutive Annual Calculation Periods shall immediately constitute an Event of Default.

Total Liabilities to Tangible Net Worth. Guarantor shall maintain on a consolidated basis a ratio of Total Liabilities (excluding the non-current portion of Subordinated Liabilities) to Tangible Net Worth not exceeding 3.00:1.00. This ratio will be tested at the end of each Quarterly Calculation Period and each Annual Calculation Period.

Basic Fixed Charge Coverage Ratio. Guarantor shall maintain on a consolidated basis a Basic Fixed Charge Coverage Ratio of at least 1.00:1.00. This ratio will be tested at the end of each Quarterly Calculation Period and each Annual Calculation Period.

Liquidity. Guarantor shall maintain minimum liquidity in accordance with Section 17(d) of the Guaranty.

For the avoidance of doubt, each of the financial covenants set forth in this Schedule 7 for Borrower, the Charter School and Guarantor shall be reported and tested in accordance with the following reporting matrix:

[INSERT REPORTING MATRIX]

Schedule 10

Compliance Certificate (Borrower and the Charter School)

_____, 20___

Pacific Charter School Development, Inc. ("Lender")
600 Wilshire Blvd., Suite 200
Los Angeles, CA 90017

Re: Construction Loan Agreement dated as of December 29, 2020 ("Loan Agreement") by and between Lender and VCBLA Nido LLC ("Borrower")

Ladies and Gentlemen:

This [quarterly] [annual] compliance certificate (this "Certificate") is being delivered pursuant to the Loan Agreement. All capitalized terms used but not defined in this Certificate shall have the meanings given in the Loan Agreement.

This Certificate is being given for the [fiscal quarter] [fiscal year] ending on _____. Borrower and Charter School hereby certify to Lender as follows:

1. No Event of Default, or to Borrower's knowledge, Default, has occurred and is continuing as of the date of this Certificate, except as set forth below [if blank, there are no exceptions]:

_____
_____
_____

2. All representations and warranties made by Borrower in the Loan Documents (and any certificate, document or financial or any other statement furnished pursuant to or in connection therewith) remain true and correct in all material respects on and as of the date of this Certificate with the same force and effect as if made on and as of such date.

3. No material adverse change has occurred since the date of the last compliance certificate delivered to Lender, and no event or condition that could reasonably be expected to have a material adverse change in the financial condition of Borrower or Guarantor, has occurred, except as set forth below [if blank, there are no exceptions]:

_____
_____
_____

4. The Debt Service Coverage Ratio for the Borrower for the Calculation Period ending on the date referred to above was _____:1.00, determined as follows:

(a) Net Operating Income: _____

(i) Actual Operating Revenue: _____

(ii) Operating Expenses: _____

(b) Debt Service: _____

The minimum required Debt Service Coverage Ratio for the Borrower for the Calculation Period was 1.00:1.00.

5. The Lease Payment Coverage Ratio for the Charter School is _____:1.00, determined as follows:

(a) Lease Payments: _____

(b) Debt Service: _____

The minimum required Lease Payment Coverage Ratio for the Charter School for the Calculation Period was 1.10:1.00.

2. The Maximum Debt to Total Net Worth Ratio for the Charter School is _____:1.00, determined as follows:

(a) Total Liabilities: _____

(b) Tangible Net Worth: _____

The required Maximum Debt to Total Net Worth Ratio for the Calculation Period was 3.00:1.00.

3. The Current Ratio for the Charter School is _____:1.00, determined as follows:

(a) Sum of Charter School's current assets: _____

(b) Sum of Charter School's current liabilities: _____

The minimum required Current Ratio for the Charter School is 1.00:1.00.

4. The Charter School's Days of Cash on Hand is _____, determined as follows:

(a) unrestricted cash on the Charter School's balance sheet: _____

(b) actual Operating Expenses/365: _____

The minimum required Charter School's Days of Cash on Hand for the Calculation Period was 45 days. The target Charter School's Days of Cash on Hand for the Calculation Period was 60 days.

The calculations made and the information contained herein are complete and correct and fairly present the financial position and results of operations of Borrower in accordance with accounting principles consistently applied, and correctly reflect the books and records of Borrower.

Should you require any further documentation or have any questions, please contact _____.

BORROWER:

_____,
a_____

By:_____
Name:_____
Title:_____

[Guarantor Name]
[Guarantor Address]

_____, 20___

Compliance Certificate (Guarantor)

Pacific Charter School Development, Inc. ("Lender")
600 Wilshire Blvd., Suite 200
Los Angeles, CA 90017

Re: Construction Loan Agreement dated as of December 29, 2020 ("Loan Agreement") by and between Lender and VCBLA NIDO LLC ("Borrower")

Ladies and Gentlemen:

This [quarterly] [annual] compliance certificate (this "Certificate") is being delivered pursuant to the Loan Agreement and that certain Guaranty Agreement dated as of December 29, 2020, by the undersigned ("Guarantor") in favor of Lender (as the same may have been or may hereafter be amended, modified, supplemented, restated and replaced from time to time, the "Guaranty Agreement"). All capitalized terms used but not defined in this Certificate shall have the meanings given in the Loan Agreement and Guaranty Agreement, as applicable.

This Certificate is being given for the [fiscal quarter] [fiscal year] ending on _____. Guarantor hereby certifies to Lender as follows:

1. All representations and warranties made by Guarantor in the Loan Documents (and any certificate, document or financial or any other statement furnished pursuant to or in connection therewith) remain true and correct in all material respects on and as of the date of this Certificate with the same force and effect as if made on and as of such date.

2. No material adverse change has occurred since the date of the last compliance certificate delivered to Lender pursuant to the Loan Agreement and the Guaranty Agreement, and no event or condition that could reasonably be expected to have a material adverse change in the financial condition of Guarantor, has occurred, except as set forth below [if blank, there are no exceptions]:

_____
_____
_____

3. The Guarantor's Lease Payment Coverage Ratio for the Calculation Period was _____:1.00, determined as follows:

(a) Lease Payments: _____

(b) Debt Service: _____

The minimum required Guarantor's Lease Payment Coverage Ratio for the Calculation Period was 1.10:1.00.

4. The Guarantor's Current Ratio, on a consolidated basis, is _____:1.00, determined as follows:

(a) Sum of Guarantor's current assets: _____

(b) Sum of Guarantor's current liabilities: _____

The minimum required Guarantor's Current Ratio is 1.00:1.00.

5. The Guarantor's Days of Cash on Hand for the Calculation Period was _____, determined as follows:

(a) unrestricted cash on Guarantor's balance sheet: _____

(b) actual Operating Expenses/365: _____

The minimum required Guarantor's Days of Cash on Hand for the Calculation Period was 45 days. The target Guarantor's Days of Cash on Hand for the Calculation Period was 60 days.

6. Total Liabilities to Tangible Net Worth for the Calculation Period was _____:1.00, determined as follows:

(a) Total Liabilities: _____.

(b) Tangible Net Worth: _____.

The required Total Liabilities to Tangible Net Worth Ratio for the Calculation Period was 3.00:1.00.

7. The Basic Fixed Charge Coverage ratio for the Calculation Period was _____:1.00, determined as follows:

(a) EBITDA plus lease expense and rent expense, minus income tax, minus dividends, withdrawals, and other distributions: _____.

(b) the sum of interest expense, lease expense, rent expense, the current portion of long term debt, and the current portion of capitalized lease obligation: _____.

The required Basic Fixed Charge Coverage Ratio for the Calculation Period was 1.00:1.00.

6. Guarantor's liquidity ending on the date referred to above was _____. Such amount [does] [does not] satisfy the minimum liquidity requirement of Section 17(d) of the Guaranty.

The calculations made and the information contained herein are complete and correct and fairly present the financial position and results of operations of Guarantor in accordance with accounting principles consistently applied, and correctly reflect the books and records of Guarantor.

Should you require any further documentation or have any questions, please contact _____.

GUARANTOR:

_____

Name:_____

[ ], 2023

VIA EMAIL

CSGF Senior Debt Fund, LLC
10901 W. 120th Ave., Suite 450
Broomfield, Colorado 80021
Phone: 202-217-8090
Attention: Rich Billings
Email: facilities@chartergrowthfund.org

Re: Participant Lender's Consent to Second Modification of $16,029,894.00 Construction Loan (the "Loan") to VCBLA Nido LLC, a California limited liability company ("Borrower")

To Whom it May Concern:

Reference is hereby made to that certain Participation Agreement (the "Participation Agreement") dated as of December 29, 2020 by and between Pacific Charter School Development, Inc., a California nonprofit public benefit corporation ("Lender") and CSGF Senior Debt Fund, LLC, a Delaware limited liability company ("CSGF") pursuant to which Lender sold to CSGF an undivided participation in the Loan as more particularly described therein. Capitalized terms used herein without definition have the meanings ascribed to such terms in the Loan Agreement.

Concurrently herewith, Lender and Borrower are entering into that certain Second Loan Modification Agreement (Long Form) dated as of [ ], 2023 (the "Second Modification Agreement") pursuant to which, among other things, Lender will agree to waive certain Events of Default and amend and restate the Existing Note, all as more particularly described therein (the "Modification").

For your reference, a copy of the Second Modification Agreement has been provided to you under separate cover.

Pursuant to Section 13 of the Participation Agreement, Lender hereby seeks CSGF's consent to the Modification and the Second Modification Agreement.

Additionally, Lender previously entered into that certain Participation Agreement (the "Sobrato Participation Agreement") dated as of December 29, 2020 by and between Lender and The Sobrato Family Foundation, a California nonprofit public benefit corporation ("Sobrato"), and in relation to the Second Modification Agreement and the Modification, Lender and Sobrato are entering into that certain [First Modification to Participation Agreement] dated as of even date herewith ("the First Sobrato Participation Agreement Modification") pursuant to which Lender is agreeing to pay to Sobrato interest-only payments received from Borrower pursuant to the Loan

Documents (as modified by the Second Modification Agreement) equal to one percent (1%) of Sobrato's Purchase Payments (as defined in the Sobrato Participation Agreement) until July 31, 2024.

Please execute this letter in the space set forth below to acknowledge your irrevocable and unconditional consent to the Modification , the Second Modification Agreement and the First Sobrato Participation Agreement Modification.

Thank you in advance for your attention to this matter. Kindly return an executed copy of this letter via e-mail to Scott Thomas of Lender (Scott@pacificcharter.org), Mera Baker Ramos of Lender (mera@pacificcharter.org), and Eric Kim of Sheppard, Mullin, Richter & Hampton, LLP (eykim@sheppardmullin.com) at your earliest convenience. If you have any questions, please do not hesitate to contact Scott Thomas by e-mail or at 310-975-5092.

[*Remainder of page intentionally left blank*.]

Sincerely,

PACIFIC CHARTER SCHOOL DEVELOPMENT, INC.,
a California nonprofit public benefit corporation

By: _____
Name: Scarlet Sy
Title: Chief Financial Officer

Acknowledged and Agreed as of the date first above written:

CSGF SENIOR DEBT FUND, LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

FIRST AMENDMENT TO PARTICIPATION AGREEMENT

This First Amendment to Participation Agreement (the "**Amendment**") is entered into as of [ ], 2023, by and between **THE SOBRATO FAMILY FOUNDATION**, a California nonprofit public benefit corporation ("**Sobrato**") and **PACIFIC CHARTER SCHOOL DEVELOPMENT, INC.**, a California nonprofit public benefit corporation ("**Lender**").

RECITALS

A. Lender has made a $16,029,894.00 construction loan (the "**Loan**") to VCBLA Nido LLC, a California limited liability company ("**Borrower**") pursuant to the terms of that certain Construction Loan Agreement dated as of December 29, 2020 by and between Lender and Borrower, as amended by that certain Loan Modification Agreement dated March 23, 2022 executed by Borrower, Lender, and Voices College-Bound Language Academies, a California nonprofit public benefit corporation (as amended, the "**Loan Agreement**").

B. Sobrato and Lender previously entered into that certain Participation Agreement dated as of December 29, 2020 (the "**Participation Agreement**") pursuant to which Lender sold to Sobrato a participation interest in the Loan.

C. Concurrently herewith, Borrower and Lender are entering into that certain Second Loan Modification Agreement dated as of even date herewith (the "**Second Modification Agreement**"), pursuant to which, among other things, the Borrower and Lender will be modifying the payment provisions applicable to the Loan (the "**Modification**")

D. In connection with the Modification, Sobrato and Lender desire to amend the Participation Agreement as hereinafter set forth.

NOW, THEREFORE, the parties agree as follows:

1. Amendment. Section 2 of the Participation Agreement is hereby deleted in its entirety and replaced with the following:

"Seller hereby sells, and Purchaser hereby buys, an undivided participation in the Loan and the Loan Documents (the "Participation") equal to thirty one and 19/100ths percent (31.19%), and such percentage is referred to herein as "Purchaser's Participation Percentage" (which constitutes $5,000,000 of the maximum committed principal amount of the Loan), which shall entitle Purchaser: (a) to receive from Seller (i) Purchaser's Construction Period Interest Payments (hereinafter defined), (ii) Purchaser's Pro Rata Part (hereinafter defined) of any and all principal payments made by Borrower to Seller under the Loan Documents after the date of this Agreement, (iii) its Pro Rata Part of any and all interest payments received by Seller under the Loan Documents with respect to interest accrued on the Loan after the date of this Agreement, at the rates specified (and as calculated) therein, and (b) to its Pro Rata Part of the rights and benefits of Seller under the Loan Documents after the date of this Agreement,

including without limitation all fees, penalties and other amounts received by Seller in respect of the Loan, and all proceeds thereof; subject, however, to the terms and conditions, if any, set forth with respect to such rights in this Agreement and the Loan Documents. It is further understood and agreed that the rights of Purchaser to the Participation sold hereunder exist solely as a result of this Agreement or as provided in the Loan Documents. The Purchaser's Participation shall be concurrent and on an undivided, prorata basis with Seller as to the Loan. Except as set forth above, neither Seller nor Purchaser shall have priority over the other regarding the right to receive payments of principal, interest, fees and repayments of costs and expenses due and payable under the Loan as the case may be. Except for the obligation of Seller to account for payments received by it and the other obligations specifically provided herein, the sale and purchase of the Participation hereunder shall be without recourse against, or representation or warranty (except as set forth herein) by Seller. Notwithstanding the Participation sold to Purchaser hereunder, Seller shall remain solely liable to perform all of its obligations under the Loan Documents. "Construction Period Interest Payments" means interest payments made by Borrower to Lender pursuant to the Loan Documents until July 31, 2024, in an amount equal to one percent (1%) of Purchaser's Purchase Payments at such time (hereinafter defined). "Pro Rata Part" means an amount or a right, title or interest, determined, at any time, with respect to any other amount, or any other right, title or interest, by multiplying such other amount, or such other right, title or interest, by a fraction, the numerator of which fraction is the aggregate amount of outstanding payments ("Purchase Payments") made by Purchaser to Seller as Purchaser's Participation Percentage of outstanding advances of the Loan and Expenses not reimbursed by Borrower paid by Seller, and the denominator of which fraction is the aggregate amount of outstanding advances of the Loan and Expenses not reimbursed by Borrower."

3. No Other Modifications. Except as expressly amended herein, the Participation Agreement shall be and remain unmodified and in full force and effect.

4. Counterparts. This Amendment may be executed in any number of counterparts, and all such counterparts taken together shall be deemed to constitute one and the same instrument.

5. Governing Law. This Amendment and the rights and obligations of the parties hereto shall be construed in accordance with, and governed by the laws of the State of California.

[*Remainder of page intentionally left blank*.]

IN WITNESS WHEREOF, the parties have executed this Amendment as of the day and year first above written.

SOBRATO:

THE SOBRATO FAMILY FOUNDATION,
a California nonprofit public benefit corporation

By:_____
Name: _____
Title:_____

"**LENDER**"

PACIFIC CHARTER SCHOOL DEVELOPMENT, INC.,
a California nonprofit public benefit corporation

By:_____
Name: _____
Title:_____

AMENDED AND RESTATED PROMISSORY NOTE

$16,029,894.00 [_____], 2023

FOR VALUE RECEIVED, VCBLA NIDO LLC, a California limited liability company ("Borrower"), hereby promises to pay to the order of PACIFIC CHARTER SCHOOL DEVELOPMENT, INC., a California nonprofit public benefit corporation (together with any and all of its successors and assigns and/or any other holder of this Note (as hereinafter defined) ("Lender")), without offset, in immediately available funds in lawful money of the United States of America, at 600 Wilshire Blvd., Suite 200, Los Angeles, CA 90017, or at such other place as the holder of this promissory note (this "Note") may from time to time designate in writing, the principal sum of Sixteen Million Twenty Nine Thousand Eight Hundred Ninety Four and No/100 Dollars ($16,029,894.00) (or the unpaid balance of all principal advanced against this Note, if that amount is less), together with interest on the unpaid principal balance of this Note from day to day outstanding as hereinafter provided. Any capitalized term used and not defined in this Note shall have the meaning given to such term in the Loan Agreement.

This Note is executed and delivered pursuant to that certain Construction Loan Agreement dated as of December 29, 2020 (as amended, the "Loan Agreement") executed by and between Borrower and Lender, as such Loan Agreement has been amended by that certain Loan Modification Agreement dated as of March 23, 2022 executed by Borrower, Lender, and Guarantor, and as further amended pursuant to that certain Second Modification Agreement (Long Form) of even date herewith, between Borrower and Lender, and is the "Note" referenced in the Loan Agreement.

This Note amends, restates, supersedes and replaces that certain Promissory Note dated as of December 29, 2020 (the "Existing Note"), made in the principal amount of Sixteen Million Twenty-Nine Thousand Eight Hundred Ninety-Four and No/100 Dollars ($16,029,894.00) by Borrower and payable to the order of Lender; provided, however, (i) the execution and delivery by Borrower of this Note shall not, in any manner or circumstance, be deemed to be a payment of, a novation of or to have terminated, extinguished or discharged any of Borrower's indebtedness evidenced by the Existing Note, all of which indebtedness shall continue under and shall hereinafter be evidenced and governed by this Note, and (ii) all Collateral and guaranties securing or supporting the Existing Note shall continue to secure and support this Note.

Section 1. Payment Schedule and Maturity Date. Interest and principal shall be due and payable on the first (1st) calendar day of each month until the Maturity Date (as hereinafter defined) in accordance with the payment schedule set forth in Schedule 1 as attached hereto and incorporated herein; provided, however, that should Substantial Completion occur prior to August 1, 2024, interest and principal shall be due and payable on the first (1st) calendar day of the month following Substantial Completion and on the first (1st) calendar day of each month thereafter until the Maturity Date in accordance with an updated payment schedule, which shall be attached as an updated Schedule 1 to this Note. Borrower, hereby acknowledges the foregoing sentence and authorizes Lender to attach an updated Schedule 1 to this Note accordingly, if applicable (which updated Schedule 1 shall be conclusive and binding absent manifest error; provided, for the avoidance of doubt, that the total monthly payment amounts in such updated Schedule 1 shall be consistent with those set forth in Schedule 1 attached hereto). The entire principal balance of this Note then unpaid, together with all accrued and unpaid interest and all other amounts payable hereunder and under the other Loan Documents (as hereinafter defined), shall be due and payable in full on December 29, 2027 (the "Maturity Date").

Section 2. Security; Loan Documents. The security for this Note includes a Construction Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing (as the same may from time to time be amended, restated, modified or supplemented, the "Mortgage") dated as of December 29, 2020 made by Borrower for the benefit of Lender, conveying and encumbering certain real and personal property more particularly described therein (the "Property"). This Note, the Mortgage, the Construction Loan Agreement between Borrower and Lender dated as of December 29, 2020 (as the same may from time to time be amended, restated, modified or supplemented, the "Loan Agreement") and all other documents now or hereafter securing, guaranteeing or executed in connection with the loan evidenced by this Note (the "Loan"), as the same may from time to time be amended, restated, modified or supplemented, are herein sometimes called individually a "Loan Document" and together the "Loan Documents."

Section 3. Interest Rate. The unpaid principal balance of this Note from day to day outstanding which is not past due, shall bear interest at three hundred twelve thousandths of a percent (0.312%) until July 31, 2024 and one percent (1%) per annum beginning on August 1, 2024 until the Maturity Date.

Section 4. Prepayment. Borrower may prepay the principal balance of this Note, in full at any time or in part from time to time, without fee, premium or penalty, provided that: (a) no prepayment may be made which in Lender's judgment would contravene or prejudice funding under any applicable permanent loan commitment or tri-party agreement or the like; (b) Lender shall have actually received from Borrower prior notice in a form acceptable to Lender of (i) Borrower's intent to prepay, (ii) the amount of principal which will be prepaid (the "Prepaid Principal"), and (iii) the date on which the prepayment will be made; and (c) each prepayment shall be in the amount of 100% of the Prepaid Principal, plus accrued unpaid interest thereon to the date of prepayment, plus any other sums which have become due to Lender under the Loan Documents on or before the date of prepayment but have not been paid. If this Note is prepaid in full, any commitment of Lender for further advances shall automatically terminate.

Section 5. Late Charges. If Borrower shall fail to make any payment under the terms of this Note (other than the payment due at maturity) within fifteen (15) days after the date such payment is due, Borrower shall pay to Lender on demand a late charge equal to five percent (5%) of the amount of such payment. Such fifteen (15) day period shall not be construed as in any way extending the due date of any payment. The "late charge" is imposed for the purpose of defraying the expenses of Lender incident to handling such delinquent payment. This charge shall be in addition to, and not in lieu of, any other remedy Lender may have and is in addition to any fees and charges of any agents or attorneys which Lender may employ upon the occurrence of an Event of Default, whether authorized herein or by Law.

Section 6. Default Rate. After the occurrence of an Event of Default (including the expiration of any applicable cure period), Lender, in Lender's sole discretion and without notice or demand, may raise the rate of interest accruing on the outstanding principal balance of this Note by five hundred (500) basis points above the rate of interest otherwise applicable (the "Default Rate"), independent of whether Lender elects to accelerate the outstanding principal balance of this Note.

Section 7. Increased Costs. If any Change in Law shall:

(a) subject Lender to any taxes (other than taxes imposed on or measured by net income, however denominated, franchise taxes or branch profits taxes) on its loans, loan principal, letters of credit, commitments, or other obligations, or its deposits, reserves, other liabilities or capital attributable thereto; or

(b) impose on Lender cost or expense affecting this Note or any outstanding amount of the Loan;

and the result of any of the foregoing shall be to increase the cost to Lender, of providing, continuing or maintaining the Loan, or to reduce the amount of any sum received or receivable by Lender hereunder (whether of principal, interest or any other amount) then, within ten (10) days after request by Lender, Borrower will pay to Lender such additional amount or amounts as will compensate Lender for such additional costs incurred or reduction suffered. Such additional costs and/or reduction shall be allocated to this Note or any outstanding amount of the Loan as determined by Lender, using any reasonable method. No failure by Lender to immediately demand payment of any amounts hereunder shall constitute a waiver of Lender's right to demand payment of such amounts at any subsequent time. Notwithstanding the foregoing, Borrower shall not be required to compensate Lender for any such increased costs incurred or reduction suffered more than nine (9) months before Lender's request for compensation hereunder, provided that if the applicable Change in Law is retroactive, the nine (9)-month period will be extended to include the period of retroactive effect thereof. Nothing herein contained shall be construed or shall operate to require Borrower to pay any interest, fees, costs or charges greater than is permitted by applicable Law.

"Change in Law" means the occurrence, after the date of this Note, of any of the following: (a) the adoption or taking effect of any Law, (b) any change in any Law or in the administration, interpretation, implementation or application

thereof by any Governmental Authority, or (c) the making or issuance of any request, rule, guideline, or directive (whether or not having the force of Law) by any Governmental Authority; provided that notwithstanding anything herein to the contrary, (x) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, guidelines or directives thereunder or issued in connection therewith or in the implementation thereof and (y) all requests, rules, guidelines, or directives promulgated by the United States or foreign regulatory authorities, shall in each case be deemed to be a "Change in Law," regardless of the date enacted, adopted, issued or implemented.

"Governmental Authority" means the government of the United States or any other nation, or of any political subdivision thereof, whether state or local, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government.

Section 8. Intentionally Omitted.

Section 9. Certain Provisions Regarding Payments. All payments made under this Note shall be applied, to the extent thereof, to late charges, to accrued but unpaid interest (including interest at the Default Rate), to unpaid principal, and to any other sums due and unpaid to Lender under the Loan Documents, in such manner and order as Lender may elect in its sole discretion, any instructions from Borrower or anyone else to the contrary notwithstanding. Remittances shall be made without offset, demand, counterclaim, deduction, or recoupment (each of which is hereby waived) and shall be accepted subject to the condition that any check or draft may be handled for collection in accordance with the practice of the collecting bank or banks. Acceptance by Lender of any payment in an amount less than the amount then due on any indebtedness shall be deemed an acceptance on account only, notwithstanding any notation on or accompanying such partial payment to the contrary, and shall not in any way (a) waive or excuse the existence of an Event of Default (as hereinafter defined), (b) waive, impair or extinguish any right or remedy available to Lender hereunder or under the other Loan Documents, or (c) waive the requirement of punctual payment and performance or constitute a novation in any respect. Payments received after 2:00 p.m. shall be deemed to be received on, and shall be posted as of, the following Business Day. Whenever any payment under this Note or any other Loan Document falls due on a day which is not a Business Day, such payment may be made on the next succeeding Business Day.

Section 10. Events of Default. The occurrence of any one or more of the following shall constitute an "Event of Default" under this Note:

(a) Borrower fails to pay when and as due and payable any amounts payable by Borrower to Lender under the terms of this Note.

(b) Any covenant, agreement or condition in this Note is not fully and timely performed, observed or kept, subject to any applicable grace or cure period.

(c) An Event of Default (as defined or otherwise described therein) occurs under any of the Loan Documents other than this Note (subject to any applicable grace or cure period).

Section 11. Remedies. Upon the occurrence of an Event of Default, Lender may at any time thereafter exercise any one or more of the following rights, powers and remedies:

(a) Lender may accelerate the maturity of the Loan and declare the unpaid principal balance and accrued but unpaid interest on this Note, and all other amounts payable hereunder and under the other Loan Documents, at once due and payable, and upon such declaration the same shall at once be due and payable.

(b) Lender may set off the amount owed by Borrower to Lender, whether or not matured and regardless of the adequacy of any other collateral securing this Note, against any and all accounts, credits, money, securities or other property now or hereafter on deposit with, held by or in the possession of Lender to the credit or for the account of

Borrower, without demand of, or notice to, or the consent of Borrower (any such demand, notice, or consent being expressly waived by Borrower). **ANY AND ALL RIGHTS TO REQUIRE LENDER TO EXERCISE ITS RIGHTS OR REMEDIES WITH RESPECT TO ANY OTHER COLLATERAL WHICH SECURES THE LOAN WHICH IS EVIDENCED BY THIS NOTE PRIOR TO EXERCISING ITS RIGHT OF SETOFF WITH RESPECT TO SUCH DEPOSITS, CREDITS OR OTHER PROPERTY OF THE BORROWER OR ANY GUARANTOR, ARE HEREBY KNOWINGLY, VOLUNTARILY AND IRREVOCABLY WAIVED.**

(c) Lender may foreclose or otherwise realize upon any liens or security interests securing payment hereof.

(d) Lender may exercise any of its other rights, powers and remedies under the Loan Documents or at law or in equity.

Without limitation of the foregoing, upon the occurrence of an actual or deemed entry of an order for relief with respect to Borrower under the Bankruptcy Code (Title 11 of the United States Code, as in effect from time to time), any obligation of Lender to make advances shall automatically terminate, and the unpaid principal amount of the Loan outstanding and all interest and other amounts payable hereunder and under the other Loan Documents shall automatically become due and payable, in each case without further act of Lender.

Section 12. Remedies Cumulative. All of the rights and remedies of Lender under this Note and the other Loan Documents are cumulative of each other and of any and all other rights at law or in equity, and the exercise by Lender of any one or more of such rights and remedies shall not preclude the simultaneous or later exercise by Lender of any or all such other rights and remedies. No single or partial exercise of any right or remedy shall exhaust it or preclude any other or further exercise thereof, and every right and remedy may be exercised at any time and from time to time. No failure by Lender to exercise, nor delay in exercising, any right or remedy, including but not limited to the right to accelerate the maturity of this Note, shall operate as a waiver of such right or remedy or as a waiver of any Event of Default. Without limiting the generality of the foregoing provisions, the acceptance by Lender from time to time of any payment under this Note which is past due or which is less than the payment in full of all amounts due and payable at the time of such payment, shall not (i) constitute a waiver of or impair or extinguish the right of Lender to accelerate the maturity of this Note or to exercise any other right or remedy under this Note and/or any other Loan Document at the time or at any subsequent time, or nullify any prior exercise of any such right or remedy, or (ii) constitute a waiver of the requirement of punctual payment and performance or a novation in any respect.

Section 13. Costs and Expenses of Enforcement. Borrower agrees to pay to Lender on demand all costs and expenses incurred by Lender in seeking to collect this Note or to enforce any of Lender's rights and remedies under the Loan Documents, including court costs and reasonable attorneys' fees and expenses, whether or not suit is filed hereon, or whether in connection with arbitration, judicial reference, bankruptcy, insolvency or appeal.

Section 14. Service of Process. Borrower hereby consents to process being served in any suit, action, or proceeding instituted in connection with this Note by (a) the mailing of a copy thereof by certified mail, postage prepaid, return receipt requested, to Borrower and (b) serving a copy thereof upon Frances Teso, the agent hereby designated and appointed by Borrower as Borrower's agent for service of process. Borrower irrevocably agrees that such service shall be deemed to be service of process upon Borrower in any such suit, action, or proceeding. Nothing in this Note shall affect the right of Lender to serve process in any manner otherwise permitted by Law and nothing in this Note will limit the right of Lender otherwise to bring proceedings against Borrower in the courts of any jurisdiction or jurisdictions, subject to any provision or agreement for arbitration, judicial reference or other dispute resolution set forth in the Loan Agreement.

Section 15. Heirs, Successors and Assigns. The terms of this Note and of the other Loan Documents shall bind and inure to the benefit of the heirs, devisees, representatives, successors and assigns of the parties. The foregoing sentence shall not be construed to permit Borrower to assign the Loan except as otherwise permitted under the Loan Documents.

Section 16. General Provisions. Time is of the essence with respect to Borrower's obligations under this Note. If more than one Person executes this Note as Borrower, all of said parties shall be jointly and severally liable for payment of the indebtedness evidenced hereby. Borrower and each party executing this Note as Borrower hereby severally (a) waive demand, presentment for payment, notice of dishonor and of nonpayment, protest, notice of protest, notice of intent to accelerate, notice of acceleration and all other notices (except any notices which are specifically required by this Note or any other Loan Document), filing of suit and diligence in collecting this Note or enforcing any of the security herefor; (b) agree to any substitution, subordination, exchange or release of any such security or the release of any party primarily or secondarily liable hereon; (c) agree that Lender shall not be required first to institute suit or exhaust its remedies hereon against Borrower or others liable or to become liable hereon or to perfect or enforce its rights against them or any security herefor; (d) consent to any extensions or postponements of time of payment of this Note for any period or periods of time and to any partial payments, before or after maturity, and to any other indulgences with respect hereto, without notice thereof to any of them; and (e) waive the benefit of all homestead and similar exemptions as to this Note; (f) agree that their liability under this Note shall not be affected or impaired by any determination that any title, security interest or lien taken by Lender to secure this Note is invalid or unperfected; and (g) hereby subordinate to the Loan and the Loan Documents any and all rights against Borrower and any security for the payment of this Note, whether by subrogation, agreement or otherwise, until this Note is paid in full. A determination that any provision of this Note is unenforceable or invalid shall not affect the enforceability or validity of any other provision and the determination that the application of any provision of this Note to any Person or circumstance is illegal or unenforceable shall not affect the enforceability or validity of such provision as it may apply to other Persons or circumstances. This Note may not be amended except in a writing specifically intended for such purpose and executed by the party against whom enforcement of the amendment is sought. Captions and headings in this Note are for convenience only and shall be disregarded in construing it. This Note and its validity, enforcement and interpretation shall be governed by the Laws of the State of California (without regard to any principles of conflicts of laws) and applicable United States federal Law. Whenever a time of day is referred to herein, unless otherwise specified such time shall be the local time of the place where payment of this Note is to be made. The term "Business Day" means any day other than a Saturday, Sunday or other day on which commercial banks are authorized to close under the Laws of, or are in fact closed in, the state where Lender's office is located. Capitalized terms used herein without definition shall have the meanings ascribed to such terms in the Loan Agreement. The words "include" and "including" shall be interpreted as if followed by the words "without limitation."

Section 17. Notices. Any notice, request, or demand to or upon Borrower or Lender shall be deemed to have been properly given or made when delivered in accordance with the terms of the Loan Agreement regarding notices.

Section 18. No Usury. It is expressly stipulated and agreed to be the intent of Borrower and Lender at all times to comply with applicable state Law or applicable United States federal Law (to the extent that it permits Lender to contract for, charge, take, reserve, or receive a greater amount of interest than under state Law) and that this Section shall control every other covenant and agreement in this Note and the other Loan Documents. If applicable state or federal Law should at any time be judicially interpreted so as to render usurious any amount called for under this Note or under any of the other Loan Documents, or contracted for, charged, taken, reserved, or received with respect to the Loan, or if Lender's exercise of the option to accelerate the maturity of the Loan, or if any prepayment by Borrower results in Borrower having paid any interest in excess of that permitted by applicable Law, then it is Lender's express intent that all excess amounts theretofore collected by Lender shall be credited on the principal balance of this Note and all other indebtedness secured by the Mortgage, and the provisions of this Note and the other Loan Documents shall immediately be deemed reformed and the amounts thereafter collectible hereunder and thereunder reduced, without the necessity of the execution of any new documents, so as to comply with the applicable Law, but so as to permit the recovery of the fullest amount otherwise called for hereunder or thereunder. All sums paid or agreed to be paid to Lender for the use, forbearance, or detention of the Loan shall, to the extent permitted by applicable Law, be amortized, prorated, allocated, and spread throughout the full stated term of the Loan until payment in full so that the rate or amount of interest on account of the Loan does not exceed the maximum lawful rate from time to time in effect and applicable to the Loan for so long as the Loan is outstanding.

Section 19. Lost Note. Upon receipt of an affidavit of an officer of Lender as to the loss, theft, destruction or mutilation of this Note or any other security document which is not of public record, and, in the case of any such loss,

theft, destruction or mutilation, upon cancellation of this Note or other security document, Borrower will issue, in lieu thereof, a replacement note or other security document in the same principal amount thereof and otherwise of like tenor.

Section 20. Jurisdiction and Venue. **BORROWER AGREES THAT ANY SUIT FOR THE ENFORCEMENT OF THIS NOTE OR ANY OF THE OTHER LOAN DOCUMENTS MAY BE BROUGHT IN THE COURTS OF THE STATE OF CALIFORNIA OR ANY FEDERAL COURT SITTING THEREIN AND CONSENTS TO THE NONEXCLUSIVE JURISDICTION OF SUCH COURT. BORROWER HEREBY WAIVES ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE VENUE OF ANY SUCH SUIT OR ANY SUCH COURT OR THAT SUCH SUIT IS BROUGHT IN AN INCONVENIENT FORUM.**

IN WITNESS WHEREOF, Borrower has duly executed this Note as of the date first above written.

BORROWER:

VCBLA NIDO LLC,
a California limited liability company

By: VOICES COLLEGE-BOUND LANGUAGE ACADEMIES,
a California nonprofit public benefit corporation,
its Manager

By: _____
Name: _____
Title: _____

SMRH:4887-1973-6945.6

SCHEDULE 1

[PAYMENT SCHEDULE][1]

(see attached)

[1] [Payment Schedule to be confirmed by Lenders.]

SMRH:4887-1973-6945.6

SMRH:4887-1973-6945.6

Loan Month #	Loan Amortization Month #	Accrual Period Start	Accrual Period End	Payment Due Date	Amortizing Principal Payment	Interest Payment	Total Payment	Principal Balance after Payment
0	n/a	n/a	n/a	n/a	n/a	n/a	n/a	$ -
1	n/a	12/1/20	12/31/20	1/1/21		$ -	$ -	$ 1,110,035.40
2	n/a	1/1/21	1/31/21	2/1/21		$ -	$ -	$ 1,391,512.99
3	n/a	2/1/21	2/28/21	3/1/21		$ -	$ -	$ 1,391,512.99
4	n/a	3/1/21	3/31/21	4/1/21		$ -	$ -	$ 1,391,512.99
5	n/a	4/1/21	4/30/21	5/1/21		$ -	$ -	$ 1,391,512.99
6	n/a	5/1/21	5/31/21	6/1/21		$ -	$ -	$ 1,391,512.99
7	n/a	6/1/21	6/30/21	7/1/21		$ -	$ -	$ 1,391,512.99
8	n/a	7/1/21	7/31/21	8/1/21		$ -	$ -	$ 1,707,426.27
9	n/a	8/1/21	8/31/21	9/1/21		$ -	$ -	$ 1,707,426.27
10	n/a	9/1/21	9/30/21	10/1/21		$ -	$ -	$ 1,707,426.27
11	n/a	10/1/21	10/31/21	11/1/21		$ -	$ -	$ 1,707,426.27
12	n/a	11/1/21	11/30/21	12/1/21		$ -	$ -	$ 1,707,426.27
13	n/a	12/1/21	12/31/21	1/1/22		$ -	$ -	$ 1,707,426.27
14	n/a	1/1/22	1/31/22	2/1/22		$ 1,422.86	$ 1,422.86	$ 1,707,426.27
15	n/a	2/1/22	2/28/22	3/1/22		$ 1,422.86	$ 1,422.86	$ 1,707,426.27
16	n/a	3/1/22	3/31/22	4/1/22		$ 1,422.86	$ 1,422.86	$ 1,707,426.27
17	n/a	4/1/22	4/30/22	5/1/22		$ 1,422.86	$ 1,422.86	$ 1,707,426.27
18	n/a	5/1/22	5/31/22	6/1/22		$ 1,422.86	$ 1,422.86	$ 1,707,426.27
19	n/a	6/1/22	6/30/22	7/1/22		$ 1,422.86	$ 1,422.86	$ 1,707,426.27
20	n/a	7/1/22	7/31/22	8/1/22		$ 1,422.86	$ 1,422.86	$ 1,707,426.27
21	n/a	8/1/22	8/31/22	9/1/22		$ 1,422.86	$ 1,422.86	$ 1,707,426.27
22	n/a	9/1/22	9/30/22	10/1/22		$ 1,422.86	$ 1,422.86	$ 1,707,426.27
23	n/a	10/1/22	10/31/22	11/1/22		$ 1,422.86	$ 1,422.86	$ 1,707,426.27
24	n/a	11/1/22	11/30/22	12/1/22		$ 1,422.86	$ 1,422.86	$ 1,707,426.27

Loan Month #	Loan Amortization Month #	Accrual Period Start	Accrual Period End	Payment Due Date	Amortizing Principal Payment	Interest Payment	Total Payment	Principal Balance after Payment
25	n/a	12/1/22	12/31/22	1/1/23		$ 1,422.86	$ 1,422.86	$ 1,707,426.27
26	n/a	1/1/23	1/31/23	2/1/23		$ 1,422.86	$ 1,422.86	$ 1,707,426.27
27	n/a	2/1/23	2/28/23	3/1/23		$ 1,422.86	$ 1,422.86	$ 1,707,426.27
28	n/a	3/1/23	3/31/23	4/1/23	$ 47,836.77	$ 1,422.86	$ 49,259.63	$ 1,659,589.50
29	n/a	4/1/23	4/30/23	5/1/23	$ 47,876.64	$ 1,382.99	$ 49,259.63	$ 1,611,712.86
30	n/a	5/1/23	5/31/23	6/1/23		*$ 1,343.09*	*$ 1,343.09*	*$ 1,611,712.86*
31	n/a	6/1/23	6/30/23	7/1/23		*$ 1,343.09*	*$ 1,343.09*	*$ 1,611,712.86*
32	n/a	7/1/23	7/31/23	8/1/23		*$ 1,343.09*	*$ 1,343.09*	*$ 1,611,712.86*
33	n/a	8/1/23	8/31/23	9/1/23			*$ -*	*$ 1,611,712.86*
34	n/a	9/1/23	9/30/23	10/1/23			*$ -*	*$ 2,736,712.86*
35	n/a	10/1/23	10/31/23	11/1/23			*$ -*	*$ 3,861,712.86*
36	n/a	11/1/23	11/30/23	12/1/23			*$ -*	*$ 5,111,712.86*
37	n/a	12/1/23	12/31/23	1/1/24			*$ -*	*$ 6,361,712.86*
38	n/a	1/1/24	1/31/24	2/1/24			*$ -*	*$ 7,611,712.86*
39	n/a	2/1/24	2/29/24	3/1/24			*$ -*	*$ 9,111,712.86*
40	n/a	3/1/24	3/31/24	4/1/24			*$ -*	*$ 10,611,712.86*
41	n/a	4/1/24	4/30/24	5/1/24			*$ -*	*$ 12,111,712.86*
42	n/a	5/1/24	5/31/24	6/1/24			*$ -*	*$ 13,361,712.86*
43	n/a	6/1/24	6/30/24	7/1/24			*$ -*	*$ 14,611,712.86*
44	*0*	7/1/24	7/31/24	8/1/24			*$ -*	*$ 16,029,894.00*
45	*1*	8/1/24	8/31/24	9/1/24	*$ 56,808.42*	*$ 13,358.25*	*$ 70,166.67*	*$ 15,973,085.58*
46	*2*	9/1/24	9/30/24	10/1/24	*$ 56,855.77*	*$ 13,310.90*	*$ 70,166.67*	*$ 15,916,229.81*
47	*3*	10/1/24	10/31/24	11/1/24	*$ 56,903.15*	*$ 13,263.52*	*$ 70,166.67*	*$ 15,859,326.66*
48	*4*	11/1/24	11/30/24	12/1/24	*$ 56,950.56*	*$ 13,216.11*	*$ 70,166.67*	*$ 15,802,376.10*
49	*5*	12/1/24	12/31/24	1/1/25	*$ 56,998.02*	*$ 13,168.65*	*$ 70,166.67*	*$ 15,745,378.08*
50	*6*	1/1/25	1/31/25	2/1/25	*$ 57,045.52*	*$ 13,121.15*	*$ 70,166.67*	*$ 15,688,332.56*
51	*7*	2/1/25	2/28/25	3/1/25	*$ 57,093.06*	*$ 13,073.61*	*$ 70,166.67*	*$ 15,631,239.50*
52	*8*	3/1/25	3/31/25	4/1/25	*$ 57,140.64*	*$ 13,026.03*	*$ 70,166.67*	*$ 15,574,098.86*

Loan Month #	Loan Amortization Month #	Accrual Period Start	Accrual Period End	Payment Due Date	Amortizing Principal Payment	Interest Payment	Total Payment	Principal Balance after Payment
53	*9*	4/1/25	4/30/25	5/1/25	*$ 57,188.25*	*$ 12,978.42*	*$ 70,166.67*	*$ 15,516,910.61*
54	*10*	5/1/25	5/31/25	6/1/25	*$ 57,235.91*	*$ 12,930.76*	*$ 70,166.67*	*$ 15,459,674.70*
55	*11*	6/1/25	6/30/25	7/1/25	*$ 57,283.61*	*$ 12,883.06*	*$ 70,166.67*	*$ 15,402,391.09*
56	*12*	7/1/25	7/31/25	8/1/25	*$ 59,998.00*	*$ 12,835.33*	*$ 72,833.33*	*$ 15,342,393.09*
57	*13*	8/1/25	8/31/25	9/1/25	*$ 60,048.00*	*$ 12,785.33*	*$ 72,833.33*	*$ 15,282,345.09*
58	*14*	9/1/25	9/30/25	10/1/25	*$ 60,098.04*	*$ 12,735.29*	*$ 72,833.33*	*$ 15,222,247.05*
59	*15*	10/1/25	10/31/25	11/1/25	*$ 60,148.12*	*$ 12,685.21*	*$ 72,833.33*	*$ 15,162,098.93*
60	*16*	11/1/25	11/30/25	12/1/25	*$ 60,198.25*	*$ 12,635.08*	*$ 72,833.33*	*$ 15,101,900.68*
61	*17*	12/1/25	12/31/25	1/1/26	*$ 60,248.41*	*$ 12,584.92*	*$ 72,833.33*	*$ 15,041,652.27*
62	*18*	1/1/26	1/31/26	2/1/26	*$ 60,298.62*	*$ 12,534.71*	*$ 72,833.33*	*$ 14,981,353.65*
63	*19*	2/1/26	2/28/26	3/1/26	*$ 60,348.87*	*$ 12,484.46*	*$ 72,833.33*	*$ 14,921,004.78*
64	*20*	3/1/26	3/31/26	4/1/26	*$ 60,399.16*	*$ 12,434.17*	*$ 72,833.33*	*$ 14,860,605.62*
65	*21*	4/1/26	4/30/26	5/1/26	*$ 60,449.49*	*$ 12,383.84*	*$ 72,833.33*	*$ 14,800,156.13*
66	*22*	5/1/26	5/31/26	6/1/26	*$ 60,499.87*	*$ 12,333.46*	*$ 72,833.33*	*$ 14,739,656.26*
67	*23*	6/1/26	6/30/26	7/1/26	*$ 60,550.28*	*$ 12,283.05*	*$ 72,833.33*	*$ 14,679,105.98*
68	*24*	7/1/26	7/31/26	8/1/26	*$ 63,434.08*	*$ 12,232.59*	*$ 75,666.67*	*$ 14,615,671.90*
69	*25*	8/1/26	8/31/26	9/1/26	*$ 63,486.94*	*$ 12,179.73*	*$ 75,666.67*	*$ 14,552,184.96*
70	*26*	9/1/26	9/30/26	10/1/26	*$ 63,539.85*	*$ 12,126.82*	*$ 75,666.67*	*$ 14,488,645.11*
71	*27*	10/1/26	10/31/26	11/1/26	*$ 63,592.80*	*$ 12,073.87*	*$ 75,666.67*	*$ 14,425,052.31*
72	*28*	11/1/26	11/30/26	12/1/26	*$ 63,645.79*	*$ 12,020.88*	*$ 75,666.67*	*$ 14,361,406.52*
73	*29*	12/1/26	12/31/26	1/1/27	*$ 63,698.83*	*$ 11,967.84*	*$ 75,666.67*	*$ 14,297,707.69*
74	*30*	1/1/27	1/31/27	2/1/27	*$ 63,751.91*	*$ 11,914.76*	*$ 75,666.67*	*$ 14,233,955.78*
75	*31*	2/1/27	2/28/27	3/1/27	*$ 63,805.04*	*$ 11,861.63*	*$ 75,666.67*	*$ 14,170,150.74*
76	*32*	3/1/27	3/31/27	4/1/27	*$ 63,858.21*	*$ 11,808.46*	*$ 75,666.67*	*$ 14,106,292.53*
77	*33*	4/1/27	4/30/27	5/1/27	*$ 63,911.43*	*$ 11,755.24*	*$ 75,666.67*	*$ 14,042,381.10*
78	*34*	5/1/27	5/31/27	6/1/27	*$ 63,964.69*	*$ 11,701.98*	*$ 75,666.67*	*$ 13,978,416.41*
79	*35*	6/1/27	6/30/27	7/1/27	*$ 64,017.99*	*$ 11,648.68*	*$ 75,666.67*	*$ 13,914,398.42*
80	*36*	7/1/27	7/31/27	8/1/27	*$ 66,238.00*	*$ 11,595.33*	*$ 77,833.33*	*$ 13,848,160.42*

Loan Month #	Loan Amortization Month #	Accrual Period Start	Accrual Period End	Payment Due Date	Amortizing Principal Payment	Interest Payment	Total Payment	Principal Balance after Payment
81	*37*	8/1/27	8/31/27	9/1/27	*$ 66,293.20*	*$ 11,540.13*	*$ 77,833.33*	*$ 13,781,867.22*
82	*38*	9/1/27	9/30/27	10/1/27	*$ 66,348.44*	*$ 11,484.89*	*$ 77,833.33*	*$ 13,715,518.78*
83	*39*	10/1/27	10/31/27	11/1/27	*$ 66,403.73*	*$ 11,429.60*	*$ 77,833.33*	*$ 13,649,115.05*
84	*40*	11/1/27	11/30/27	12/1/27	*$ 66,459.07*	*$ 11,374.26*	*$ 77,833.33*	*$ 13,582,655.98*

Coversheet

Approval of construction contracts for the relocation of the Voices Morgan Hill school facility located at the west corner of Monterey Road and Cosmo Avenue in Morgan Hill, California.

Section: II. Board Business
Item: C. Approval of construction contracts for the relocation of the Voices Morgan Hill school facility located at the west corner of Monterey Road and Cosmo Avenue in Morgan Hill, California.
Purpose: Vote
Submitted by:
Related Material: 230822-Board Memo.pdf
230817-Final Proposal.pdf
Swenson-Final Proposal.pdf
Lyons - Final Proposal.pdf

August 21, 2023

Aldo Ramirez, CEO
Frances Teso
VCBLA Nido, LLC
6840 Via del Oro, Suite 160
San Jose, Ca 95119

RE: Construction Contracts
Voices Morgan Hill Campus

Dear Mr. Ramirez & Ms. Teso:

The Morgan Hill Voices Campus project located at the corner of Monterey Hwy and Cosmo St in Morgan Hill has completed building permit process and is ready to start construction. The project requires two main construction contractors to execute the modular project. VCBLA Nido, LLC selected and entered into a design contract with Enviroplex to design and construct all the modular buildings on the site. Enviroplex has been working with the design team to finalize the project construction documents. Beals Martin, Inc(BMI) was originally under contract to execute the site work for the 2020 project and in May 2023, VCBLA Nido, LLC and BMI entered into a Mutual Termination for Convenience and Settlement Agreement at the initial request of BMI. Due to the significant changes in the project and the timing, BMI no longer felt they could perform and deliver the project. In June 2023, PCSD administered a bid package to select a replacement General Contractor to perform all the site work for the project. The solicitation required both a Statement of Qualifications and a Proposal to be submitted and the most qualified contractor with a responsive bid would be selected.

Request for Statement of Qualifications (RFQ) & Request for Proposal
PCSD has researched contractors that meet the following criteria:

- Experience working on Charter School Projects
- Experience working on similar modular school projects
- Experience on delivering on a tight timeline
- Established and able to perform
- Available to commit personnel to meet the project schedule

After phone and email correspondence 2 contractors met the criteria, willing to bid the project and had available resources to successfully perform.

PCSD prepared a RFQ/RFP package and requested formal submittal by the two contractors which is included as Exhibit A. The purpose of the formal Statement of Qualifications is to document the contractors:

- Firm Background
- Applicable Experience on Similar projects
  a. Experience working on Charter School Projects
  b. Experience working with Enviroplex on school projects
  c. Experience on delivering similar projects on a tight timeline
- Key Personnel to work on the Project
- Financial Statement
- A list of Other Project the proposed team is working on
- Provide a Proposal for all Construction Services and General Conditions for this project.
- Construction Schedule – provide a preliminary construction schedule showing major construction activities and overall construction duration.
- Other Information – any other pertinent information.

The Formal statements of qualifications were then reviewed and proposals assessed for completeness.

WE Lyons Construction and Swenson & Associates, Inc both submitted proposals. Whereas both contractors were deemed competent and financially viable, of the two it was determined that Swenson, although slightly higher in price, had significantly more Charter School Experience and experience working with Enviroplex and Swenson had the experience in working with Enviroplex to deliver on time.

PCSD has experience working with both Enviroplex and Swenson on projects of similar nature.

Recommendation on action to VCBLA Nido, LLC

At this time, it is recommended that VCBLA Nido, LLC authorize the selection of the Swenson & Associates, Inc as the General Contractor for the project and enter into contracts negotiated both Enviroplex and Swenson & Associates, LLC within the constraints of the project budget.

For reference, a copy of the Swenson Final Proposal is included in Exhibit B-1 & The Lyons Final Proposal in Exhibit B-2. The Enviroplex Final Proposal is in Exhibit C. It is anticipated minor adjustments in these scopes will be negotiated over the next week to meet the requirements of the project. The final amounts will not exceed the overall project budget.

Sincerely,

Mary Grace Houlihan
Mary Grace Houlihan
Project Director
Pacific Charter School Development

Attachment: Exhibit A: RFQ/RFP
Attachment: Exhibit B: Swenson Final Proposal
Attachment: Exhibit C: Enviroplex Proposal

Exhibit A

Re: Voices Language Academy (Voices)
Morgan Hill Campus (Monterey & Cosmo)
General Contractor Selection & RFQ/RFP

Dear Contractor:

Thank you for your interest in the Voices Morgan Hill Campus Project. You are invited to submit a proposal and Statement of Qualifications (SOQ) & Proposal to become the General Contractor for this project.

The project entails the construction of a new campus, approximately 2 acres in size and the development of the site including all site infrastructure (grading, paving and concrete and utilities, site furniture, landscape and play equipment). Enviroplex has contracted directly with the owner to construct the modular buildings including foundations. The scope of Enviroplex's work is included in Exhibit A. Two sub-contractors have been retained for the project and their contracts will be assigned after contractor selection. These are:

IM Electric: Scope included as Exhibit B
Park Planet: Scope included as Exhibit C

The project is on a tight timeline and must deliver for school occupation no later than July 15, 2024. The school does not have an option to extend their lease at their current location, so it is imperative that the work be done to allow occupancy on time and for school to start the 24-25 school year.

This Request for Proposal (RFP) is for General Contracting for this project. The RFP format is a Fee and General Conditions and Qualifications based request for the outlined scope of work and any potential changes to this project. The General Conditions and Fee Estimates provided will be considered Contractual Commitments. In addition, all Sub-Contractor Bids and Contractor estimates shall be made available to Voices, if requested.

DESCRIPTION OF THE PROJECT

The project consists of the construction of a new approximately 2 acre campus including the following:

- 18 classrooms
- Main Office and Staff Lounge
- Servery
- Men's and Women's Restrooms
- Outdoor Canopied Lunch Area
- Related site improvements including a new parking lot

- Offsite frontage improvements
- Rule 20 undergrounding and Signal Improvements

The project is permitted through City of Morgan Hill.

K2 Architecture & Interiors is the Architect of record for this project and will be onboard to assist with construction administration and provide design support during construction.

DESCRIPTION OF THE PROJECT & SCOPE OF SERVICES– FALL 2023 2018 MODULAR BUILDING INSTALLATION

The project consists of the installation of:

1	96x36	Warming Kitchen, Multi-fixture Restrooms, Kinder building
2a	96x36	4th, 3rd, and 2nd Grade Classrooms
2b	48x36	Support Office and Front Office
3a	84x36	5th and 4th Grade Classrooms Boys / Custodian Restroom
3b	84x36	1st and 2nd Grade Classrooms Girls / Staff Restroom
4a	48x36	8th Grade Classrooms
4b	96x36	7th and 6th Grade Classrooms

Enviroplex shall be contracted directly with the owner to install the modulars per the scope of work included in Exhibit A. The General Contractor shall include in their proposal a management fee to administer contract and coordinate with Enviroplex directly.

It has been determined that installation of these building will require an upgrade of the existing PG&E transformer and rule 20 undergrounding as well as minor signal and offsite frontage improvements: an application has been filed for the upgraded service and PGE plans are approved. (See Exhibit D) The owner is executing contracts with PGE directly. PGE plans for Rule 20 Undergrounding as well as all Electrical work for this project is contracted through IM Electric who has performed design build services to date for all electrical and low voltage systems. The scope of work for the General Contractor consists of the following:

- All site grading and site work including but not limited to : wet utility construction, paving and landscape and as shown on the project plans and specifications
- Offsite improvements including but not limited to trenching, utility connections, sidewalk, storm drainage, landscape and pavement work and as shown on the project plans and specifications
- Direct coordination of Enviroplex work to ensure project is delivered complete and ontime.

- Coordination with utility companies as required to ensure services are installed and meters in place to serve the project.

All permitting is through City of Morgan Hill and the contractor shall comply with all permit conditions.

K2 Architecture & Interiors has processed the project from entitlement through building permit at the City of Morgan Hill. The owner is contracting with an independent materials testing lab and the project Geotechnical Engineer to perform site testing and inspection as required by the City and as referenced on the project plans. The project design team shall perform required inspections for conformance with the plans and specifications. The Geotechnical Report and all supporting reports and documentation are included in the plan set link provided.

Link to Plans and Specifications. NOTE: Civil Specifications are referenced on Plan Set and City of Morgan Hill Standards and Specifications.

Specifications Submittal Bidding 1 230320

Building Department Submittal 1 230316

CONSTRUCTION CONTRACT

A. This contract will be a Cost Plus Percentage Fee contract with a Negotiated Guaranteed Maximum Price (GMP) based on the AIA Form A111, Standard Form of Agreement Between Owner and Contractor, and will be executed before the commencement of construction. The General Contractor will be expected to provide all labor and materials necessary to construct the project according to the Bid Documents produced by the Architect. A draft of the contact is included as Exhibit E.

STATEMENT OF QUALIFICATIONS

Please provide an electronic copy of the following information to the below address no later than 5:00 PM on **July 14, 2023** . Statements should be a maximum thirty (30) 8 ½ x 11 pages (can be double-sided). Larger sheets can be included if they can be folded in. Statements should include:

1. Firm Background – provide a brief summary of the company and include home office location, branch office locations, year established, number of employees, and any other pertinent information on the company. Please also identify officers of the company.

2. Applicable Experience with Similar Project Types – include projects of similar size, use and construction cost. Provide at a minimum project name, square footage, date completed, construction cost, and at least one current reference for the project.

a. Experience working on Charter School Projects
b. Experience working with Enviroplex on school projects
c. Experience on delivering similar projects on a tight timeline

3. Key Personnel – include at a minimum Principal in charge, Project Manager, Site Superintendent, and Cost Estimator. Provide resumes and list project experience for each individual including project name, his/her role on that project, square footage, date completed, construction cost, and at least one current reference for the project. Also provide a list of projects this individual is currently working and the role he/she is serving.

4. Financial Statement - Provide a current financial statement from a certified accounting firm attesting to the company's financial stability and ability to take on a project of this size.

5. Other Projects – provide a list of other current projects included estimated construction cost. Indicate the company's bonding capacity and how much of this capacity is used by current projects.

6. Provide a Proposal for all Construction Services and General Conditions for this project.

7. Construction Schedule – provide a preliminary construction schedule showing major construction activities and overall construction duration.

8. Other Information – any other pertinent information.

PROCESS

A committee including representatives from Pacific Charter School Development and the Architect will review the Statements of Qualifications and a ranking of the qualified and responsive firms developed. Negotiations will begin with the top ranked company. If negotiations are unsuccessful with the top ranked company, the second ranked company will be invited to negotiate, and so on, until a successful arrangement is achieved.

BASIS FOR SELECTION

Key to the selection of the General contractor will be the committee's confidence in the company's ability to the do the job and the ability of the company's key personnel to work well with ACDS and Architect on the project. In addition, the following factors will be considered:

1. Experience with similar project types.
2. Experience with modular school construction (particularly working with Enviroplex)
3. Experience on working on Charter Schools

4. Experience with on time delivery
5. Experience and availability of key personnel.
6. Financial ability to take on the project.
7. Availability to take on the project.
8. Proposal for Construction Services, General Conditions and Profit percentage.

CONTACTS

For any questions about this Request for Qualifications contact:

Mary Grace Houlihan
Pacific Charter School Development
66 Franklin Street
Oakland, CA
Phone: 925-786-5340
Email: marygrace@pacificcharter.org

Please do not contact Voices directly.

We thank you for your interest in the Voices Morgan Hill project! We look forward to receiving your Statement of Qualifications and proposal on July 14th and considering you for this project. It is an exciting time for Voices Morgan Hill and I know this will be a great project!

Sincerely,

Mary Grace Houlihan
Mary Grace Houlihan
Project Director
Pacific Charter School Development

Attachments:
Project Plans and Specifications, including Geotechnical Engineering report and supporting documentation:

Specifications Submittal Bidding 1 230320

Building Department Submittal 1 230316

Exhibit A: Enviroplex Conditions
Exhibit B: IM Electric Scope of Work
Exhibit C: Park Planet Scope of Work
Exhibit D: PGE Plans
Exhibit E: Draft Construction Contract

Exhibit C

enviroplex

Voices Charter School

Building 1 -- 96x36 Warming Kitchen, Multi-fixture restrooms, and 1st Grade

ESTIMATE

P-back Item #		Description	Unit	Qty	Piggyback Price	Total
	1-STORY RIGID STEEL MOMENT FRAME BUILDINGS					
1000		24x40 Typical Classroom [With no floor Coverings: With Ceiling Tiles; LED light fixtures with dimming control; 9' floor to ceiling height in all modules; 2x4 fixed grid, lay in panel ceiling system (no suspension wires); (1) 3070 steel door w/Schlage lever hardware (2) 8040 windows, (2) porcelain/steel marker boards, walls-full height tackboard; (6) duplex receptacles; 4 Branch Circuits; (1) 125 amp single-phase panel; Standard bi-pitch roof design, approximately .25:12 dual slope, 5' overhang in front 2'6"rear overhang.	EA	1	$ 62,048.31	$ 62,048.31
1006		add 12x40 center module	EA	6	$ 25,840.32	$ 155,041.92
1026		Additional Labor & Materials for items not listed in the Appendix Items List (cost + 20% and/or per hour) (additional foundation)	Per hr	16	$ 156.83	$ 2,540.65
	Sub-floor options					
	Wood Foundation Options (DSA allows up to 2000 sf)					
	ADA Access Ramps					
	Concrete Foundations					
	Standard Design (1500 psf soil bearing pressure, non-expansive soil and level ground)					
2201		12x40 at grade foundation (additional foundations segments)	EA	8	$ 16,339.07	$ 130,712.56
2204		Rat slab, 2" rough finish	Per sf	3,456	$ 6.50	$ 22,464.00
2208		18" embed plus 18" crawl space ADDER	EA	8	$ 4,351.37	$ 34,810.96
2214		Weld Plates	EA	10	$ 444.34	$ 4,443.40
	High Seismic(based on 1500 psf soil bearing pressure, non-expansive soil and level ground)					
	Foundation Vents & Flashing					
2301		2x4 access vent well with retained metal grate (ADA)	EA	1	$ 5,926.11	$ 5,926.11
2303		6' polyvent	EA	9	$ 2,495.77	$ 22,461.93
2304		12" high, 24 ga metal flashing	Per lf	264	$ 22.00	$ 5,808.00
	Exterior Finish Options					
	Wood or engineered wood products					
2401		1/2" OSB sheathing (for use under exterior finish products) (adder)	Per sf	3,168	$ 1.69	$ 5,353.92
2402		2x6 exterior wall studs in lieu of 2x4 adder	Per lf	264	$ 7.66	$ 2,022.24
	Cement based or stucco					
2503		3-coat stucco (performed in field at prevailing wage) adder	Per sf	3,168	$ 24.52	$ 77,679.36
2505		3-coat stucco control joint	Per lf	1,716	$ 7.11	$ 12,200.76
2508		Eisenwall 2-coat stucco system (or equal)	Per sf	3,168	$ 2.19	$ 6,937.92
2509		Acrylic Color - Standard Color Selections	Per sf	3,168	$ 2.19	$ 6,937.92
	Misc exterior finish					
	Upgraded Framing construction					
	Roofing Options					
	Standard pitch roofs (1/4:12), 2" galvanized standing seam, 5/8" plywood roof deck)					
2700		Shed Roof design	Per module	8	$ 1,150.50	$ 9,204.00
2708		Extend front overhang from 5' to 8'	Per module	8	$ 1,021.45	$ 8,171.60
2715		Downspouts - thick walled round pipe	EA	4	$ 1,010.76	$ 4,043.04
	Thermal protection					
	Enhanced pitch roof (>1/4:12), finish material must be selected below					
	Roof finish materials (Standing seam roofs: 26 gauge over 5/8" wood roof deck)					
	GENERAL					
3000		Interior wall, 2x4, standard finish (tack board) (Décor or equal)	Per lf	288	$ 56.61	$ 16,303.68
3003		Interior wall extension from ceiling level to bottom of purlins	Per lf	144	$ 38.04	$ 5,477.76
3007		8x4 porcelain / steel markerboard	EA	(2)	$ 353.44	$ (706.88)
3011		Blocking only, wall mounted accessories, 4x4	Per lf	100	$ 14.45	$ 1,445.00
3016		Fire extinguisher w/wall bracket (51b 3A-40BC)	LF	1	$ 134.91	$ 134.91
3018		FRP wall panels	EA	2,016	$ 3.60	$ 7,257.60
3024		Ceiling tile - food service area approved	Per sf	1,728	$ 1.47	$ 2,540.16
	Doors (KD Frames standard)					
3104		Stucco flange welded frames - Adder to 3070 Exterior KD Frame	EA	6	$ 636.43	$ 3,818.58
3105		3070 steel door w/Schlage D95 lever hardware, Norton 7500 door closer	EA	5	$ 2,016.66	$ 10,083.30
3110		3070 interior wood door in steel frame, solid core, paint finished	EA	3	$ 1,356.66	$ 4,069.98
3112		3070 interior wood Dutch door in steel frame	EA	2	$ 1,760.91	$ 3,521.82
3126		Half light, 24x30	EA	5	$ 299.01	$ 1,495.05
	Windows					
	Daylighting windows, see "Daylighting" section below					

3204		3010 xo, obscured glass	EA	3	$ 620.68	$ 1,862.04
	Electrical Options					
3300		125 amp 1-phase panel	EA	3	$ 813.38	$ 2,440.14
	Lights					
3414		Exterior Door Light - LED w/ Photocell - TWS LED	EA	4	$ 318.88	$ 1,275.52
	Electrical infrastructure					
3502		Duplex receptacle	EA	12	$ 130.66	$ 1,567.92
3504		GFI receptacle	EA	9	$ 159.65	$ 1,436.85
3505		Branch Circuit	EA	6	$ 700.49	$ 4,202.94
3506		Dedicated Circuit	EA	6	$ 464.19	$ 2,785.14
3508		4 square box with switch ring and 3/4" conduit stub to attic	EA	12	$ 99.67	$ 1,196.04
	Electrical Specialty					
	Low voltage items					
	Fire Sprinkler					
3800		Fire Sprinklers - Light Hazard, per sf (attaches to site riser by others)	Per sf	3,456	$ 8.80	$ 30,412.80
3804		Fire Riser - 6" diameter installed on 6" above ground stub by others	EA	1	$ 8,791.69	$ 8,791.69
	Misc HVAC					
	PLUMBING					
4903		WC wall hung, flush valve, ADA / 15" height	EA	8	$ 2,664.44	$ 21,315.52
4904		WC child's floor type, tank type, 10" height	EA	2	$ 1,896.19	$ 3,792.38
4905		Urinal, flush valve, ADA or specified height	EA	3	$ 1,926.05	$ 5,778.15
5000		Lavatory, wall hung, ADA or specified height, cold only	EA	9	$ 1,974.98	$ 17,774.82
5001		Sink, classroom, SS, w/ bubbler, cold only	EA	2	$ 2,891.41	$ 5,782.82
5004		Sink, mop, floor mount, cold only	EA	1	$ 2,163.74	$ 2,163.74
5005		Sink, Janitor's, wall mount, cold only	EA	1	$ 1,787.93	$ 1,787.93
5010		Drinking fountain, hi-low, SS, wall hung, ADA with Bottle Filler	EA	1	$ 6,262.16	$ 6,262.16
5019		hot/cold faucet - adder	EA	6	$ 434.72	$ 2,608.32
5020		goose neck faucet	EA	2	$ 434.72	$ 869.44
5103		Water Heater, 40 gal, electric, 240V	EA	1	$ 3,612.20	$ 3,612.20
5106		Water Heater -- Insta-Hot (2.5 gal or less) or equal	EA	2	$ 1,580.80	$ 3,161.60
5202		Hose bib	EA	1	$ 682.69	$ 682.69
5203		Hose bib, recessed (wall hydrant)	EA	1	$ 1,316.50	$ 1,316.50
5208		Copper pipe, Type "L", rough in only and fixture fitting, ea	EA	6	$ 956.83	$ 5,740.98
5210		Floor Drain	EA	9	$ 1,330.47	$ 11,974.23
	Toilet partitions					
5300		Steel ADA stall w/enamel finish (Hadrian or equal)	EA	2	$ 2,619.24	$ 5,238.48
5301		Steel standard stall w/enamel finish (Hadrian or equal)	EA	7	$ 2,472.58	$ 17,308.06
5302		Steel privacy screen 54x58 w/enamel finish (Hadrian or equal)	EA	1	$ 1,392.84	$ 1,392.84
5303		Steel urinal screen 24x42 w/enamel finish (Hadrian or equal)	EA	2	$ 758.02	$ 1,516.04
5308		Reinforcement post and blocking	EA	2	$ 575.70	$ 1,151.40
	Toilet accessories					
5400		Grab bars, ADA (set of 2), Bobrick B-5806	EA	3	$ 204.16	$ 612.48
5401		Mirror, 18x30, SS framed, Bobrick B-185-1830	EA	9	$ 198.96	$ 1,790.64
5406		Toilet paper dispenser, semi-recessed, multi-roll, Bobrick B-3888	EA	9	$ 246.28	$ 2,216.52
	Flooring (all prices per sf unless otherwise noted)					
	Carpet					
	Top set base					
5702		Burke 4" Vinyl - Roll @ 100' lengths	EA	240	$ 5.01	$ 1,202.40
	Tile					
	Walk off mats					
	VCT (Vinyl Composition Tile)					
6000		Armstrong Excelon or equal (servery)	Per sf	1,728	$ 8.53	$ 14,739.84
	Sheet Goods					
6100		Armstrong Connection Corlon (restroom)	Per sf	864	$ 12.33	$ 10,653.12
6104		6" self cove (adder)	Per lf	388	$ 17.82	$ 6,914.16
	Epoxy flooring					
	Flooring transition					
	CASEWORK					
6523		153 48x34x24 ADA sink base	EA	2	$ 1,313.45	$ 2,626.90
6625		Finished end panels	EA	1	$ 174.60	$ 174.60
6635		Stainless steel concession counters (excludes corners and at mod lines)	Per lf	12	$ 476.85	$ 5,722.20
					Sub-Total	$ 858,107.80

	OWNER SPECIFIED EQUIPMENT					
1		Interior ClassMate Airdale HVAC w/Pelican stat and Pearl economizer (1) per Classroom	EA	3	$ 33,089.02	$ 99,267.06
2		Custom glazing per elevations	EA	15	$ 1,700.00	$ 25,500.00
3		Shaw carpeting per Owner spec (1st Grade)	SF	1,658	$ 9.59	$ 15,900.22
4		Marmoleum walk off mat per Owner spec (1st Grade)	SF	70	$ 17.23	$ 1,206.10
5		Corian Countertops	EA	2	$ 1,439.72	$ 2,879.44
					Sub-Total	$ 144,752.82

	PROJECT CLOSE OUT ITEMS						
1		**Labor to close out site (exterior painting, ceiling tile installation, equipment start-up and testing, light sweep out, Punchlist items)**	**hour**	**80**	**$ 210.00**	**$**	**16,800.00**
2		**On-Site Labor (plumbing close-out) (assemble plumbing tree, attach fixtures, test connections, water tests)**	**hour**	**80**	**$ 268.00**	**$**	**21,440.00**
3		**120 ton craning and rigging (8 hour minimum)**	**hour**	**8**	**$ 1,500.00**	**$**	**12,000.00**
4		**Delivery**	**floor**	**8**	**$ 3,850.00**	**$**	**30,800.00**
5		**Installation**	**floor**	**8**	**$ 3,400.00**	**$**	**27,200.00**
6		**Bond**		**1**		**$**	**9,010.13**
7		**Estimated Tax (9.375 Morgan Hill @ 40%)**		**1**		**$**	**32,181.79**
					Grand Total	**$**	**1,152,292.54**

enviroplex

Voices Charter School

Building 2a -- 96x36 Classroom - 4th, 3rd, and 2nd Grades

ESTIMATE

P-back Item #		Description	Unit	Qty	Piggyback Price	Total
	1-STORY RIGID STEEL MOMENT FRAME BUILDINGS					
1000		24x40 Typical Classroom [With no floor Coverings: With Ceiling Tiles; LED light fixtures with dimming control; 9' floor to ceiling height in all modules; 2x4 fixed grid, lay in panel ceiling system (no suspension wires); (1) 3070 steel door w/Schlage lever hardware (2) 8040 windows, (2) porcelain/steel marker boards, walls-full height tackboard; (6) duplex receptacles; 4 Branch Circuits; (1) 125 amp single-phase panel; Standard bi-pitch roof design, approximately .25:12 dual slope, 5' overhang in front 2'6"rear overhang.	EA	1	$ 62,048.31	$ 62,048.31
1006		add 12x40 center module	EA	6	$ 25,840.32	$ 155,041.92
1026		Additional Labor & Materials for items not listed in the Appendix Items List (cost + 20% and/or per hour) (foundation)	Per hr	16	$ 156.83	$ 2,540.65
	Sub-floor options					
	Wood Foundation Options (DSA allows up to 2000 sf)					
	ADA Access Ramps					
	Concrete Foundations					
	Standard Design (1500 psf soil bearing pressure, non-expansive soil and level ground)					
2201		12x40 at grade foundation (additional foundations segments)	EA	8	$ 16,339.07	$ 130,712.56
2204		Rat slab, 2" rough finish	Per sf	3,456	$ 6.50	$ 22,464.00
2208		18" embed plus 18" crawl space ADDER	EA	8	$ 4,351.37	$ 34,810.96
2214		Weld Plates	EA	10	$ 444.34	$ 4,443.40
	High Seismic(based on 1500 psf soil bearing pressure, non-expansive soil and level ground)					
	Foundation Vents & Flashing					
2301		2x4 access vent well with retained metal grate (ADA)	EA	1	$ 5,926.11	$ 5,926.11
2303		6' polyvent	EA	9	$ 2,495.77	$ 22,461.93
2304		12" high, 24 ga metal flashing	Per lf	264	$ 22.00	$ 5,808.00
	Exterior Finish Options					
	Wood or engineered wood products					
2401		1/2" OSB sheathing (for use under exterior finish products) (adder)	Per sf	3,168	$ 1.69	$ 5,353.92
2402		2x6 exterior wall studs in lieu of 2x4 adder	Per lf	264	$ 7.66	$ 2,022.24
	Cement based or stucco					
2503		3-coat stucco (performed in field at prevailing wage) adder	Per sf	2,736	$ 24.52	$ 67,086.72
2505		3-coat stucco control joint	Per lf	1,482	$ 7.11	$ 10,537.02
2508		Eisenwall 2-coat stucco system (or equal)	Per sf	2,736	$ 2.19	$ 5,991.84
2509		Acrylic Color - Standard Color Selections	Per sf	2,736	$ 2.19	$ 5,991.84
	Misc exterior finish					
	Upgraded Framing construction					
	Roofing Options					
	Standard pitch roofs (1/4:12), 2" galvanized standing seam, 5/8" plywood roof deck)					
2700		Shed Roof design	Per module	8	$ 1,150.50	$ 9,204.00
2708		Extend front overhang from 5' to 8'	Per module	8	$ 1,021.45	$ 8,171.60
2715		Downspouts - thick walled round pipe	EA	4	$ 1,010.76	$ 4,043.04
	Thermal protection					
	Enhanced pitch roof (>1/4:12), finish material must be selected below					
	Roof finish materials (Standing seam roofs: 26 gauge over 5/8" wood roof deck)					
	GENERAL					
3000		Interior wall, 2x4, standard finish (tack board) (Décor or equal)	Per lf	216	$ 56.61	$ 12,227.76
3003		Interior wall extension from ceiling level to bottom of purlins	Per lf	108	$ 38.04	$ 4,108.32
3007		8x4 porcelain / steel markerboard	EA	(2)	$ 353.44	$ (706.88)
3011		Blocking only, wall mounted accessories, 4x4	Per lf	100	$ 14.45	$ 1,445.00
3016		Fire extinguisher w/wall bracket (51b 3A-40BC)	LF	3	$ 134.91	$ 404.73
	Doors (KD Frames standard)					
3104		Stucco flange welded frames - Adder to 3070 Exterior KD Frame	EA	4	$ 636.43	$ 2,545.72
3105		3070 steel door w/Schlage D95 lever hardware, Norton 7500 door closer	EA	3	$ 2,016.66	$ 6,049.98
3126		Half light, 24x30	EA	4	$ 299.01	$ 1,196.04
	Electrical Options					
3300		125 amp 1-phase panel	EA	3	$ 813.38	$ 2,440.14
	Lights					
3414		Exterior Door Light - LED w/ Photocell - TWS LED	EA	3	$ 318.88	$ 956.64
	Electrical infrastructure					
3502		Duplex receptacle	EA	12	$ 130.66	$ 1,567.92

3504		GFI receptacle	EA	9	$ 159.65	$ 1,436.85
3505		Branch Circuit	EA	1	$ 700.49	$ 700.49
3506		Dedicated Circuit	EA	6	$ 464.19	$ 2,785.14
3508		4 square box with switch ring and 3/4" conduit stub to attic	EA	12	$ 99.67	$ 1,196.04
	Electrical Specialty					
	Low voltage items					
	Fire Sprinkler					
3800		Fire Sprinklers - Light Hazard, per sf (attaches to site riser by others)	Per sf	3,456	$ 8.80	$ 30,412.80
	Misc HVAC					
	PLUMBING					
5001		Sink, classroom, SS, w/ bubbler, cold only	EA	4	$ 2,891.41	$ 11,565.64
	Toilet partitions					
	Toilet accessories					
	Flooring (all prices per sf unless otherwise noted)					
	Carpet					
	Top set base					
5702		Burke 4" Vinyl - Roll @ 100' lengths	EA	480	$ 5.01	$ 2,404.80
	Tile					
	Walk off mats					
	VCT (Vinyl Composition Tile)					
	Sheet Goods					
	Epoxy flooring					
	Flooring transition					
	CASEWORK					
6523		153 48x34x24 ADA sink base	EA	4	$ 1,313.45	$ 5,253.80
6625		Finished end panels	EA	4	$ 174.60	$ 698.40
					Sub-Total	$ 653,352.39

	OWNER SPECIFIED EQUIPMENT					
1		Interior ClassMate Airdale HVAC w/Pelican stat and Pearl economizer (1) per Classroom	EA	4	$ 33,089.02	$ 132,356.08
2		Custom glazing	EA	15	$ 1,700.00	$ 25,500.00
3		Shaw carpeting per Owner spec	SF	3,456	$ 9.59	$ 33,143.04
4		Marmoleum walk off mat per Owner spec	SF	140	$ 17.23	$ 2,412.20
5		Corian Countertops	EA	4	$ 1,439.72	$ 5,758.88
					Sub-Total	$ 199,170.20

	PROJECT CLOSE OUT ITEMS					
1		Labor to close out site (exterior painting, ceiling tile installation, equipment start-up and testing, light sweep out. Punchlist items)	hour	80	$ 210.00	$ 16,800.00
2		On-Site Labor (plumbing close-out) (assemble plumbing tree, attach fixtures, test connections, water tests)	hour	32	$ 268.00	$ 8,576.00
3		120 ton craning and rigging (8 hour minimum)	hour	8	$ 1,500.00	$ 12,000.00
4		Delivery	floor	8	$ 3,850.00	$ 30,800.00
5		Installation	floor	8	$ 3,400.00	$ 27,200.00
6		Bond		1		$ 6,860.20
7		Estimated Tax (9.375 Morgan Hill @ 40%)		1		$ 31,969.60
					Grand Total	$ 986,728.38

enviroplex

Voices Charter School
Building 2b -- 48x36 Support Office and Front Office
ESTIMATE

P-back Item #		Description	Unit	Qty	Piggyback Price	Total
	1-STORY RIGID STEEL MOMENT FRAME BUILDINGS					
1000		24x40 Typical Classroom [With no floor Coverings: With Ceiling Tiles; LED light fixtures with dimming control; 9' floor to ceiling height in all modules; 2x4 fixed grid, lay in panel ceiling system (no suspension wires); (1) 3070 steel door w/Schlage lever hardware (2) 8040 windows, (2) porcelain/steel marker boards, walls-full height tackboard; (6) duplex receptacles; 4 Branch Circuits; (1) 125 amp single-phase panel; Standard bi-pitch roof design, approximately .25:12 dual slope, 5' overhang in front 2'6"rear overhang.	EA	1	$ 62,048.31	$ 62,048.31
1006		add 12x40 center module	EA	2	$ 25,840.32	$ 51,680.64
1026		Additional Labor & Materials for items not listed in the Appendix Items List (cost + 20% and/or per hour) (foundation)	Per hr	16	$ 156.83	$ 2,540.65
	Sub-floor options					
	Wood Foundation Options (DSA allows up to 2000 sf)					
	ADA Access Ramps					
	Concrete Foundations					
	Standard Design (1500 psf soil bearing pressure, non-expansive soil and level ground)					
2200		12x40 at grade foundation w/ 18" crawl space and 12" footing embedment (initial foundation segment)	EA	1	$ 22,164.60	$ 22,164.60
2201		12x40 at grade foundation (additional foundations segments)	EA	3	$ 16,339.07	$ 49,017.21
2204		Rat slab, 2" rough finish	Per sf	1,728	$ 6.50	$ 11,232.00
2208		18" embed plus 18" crawl space ADDER	EA	4	$ 4,351.37	$ 17,405.48
2214		Weld Plates	EA	8	$ 444.34	$ 3,554.72
	High Seismic(based on 1500 psf soil bearing pressure, non-expansive soil and level ground)					
	Foundation Vents & Flashing					
2301		2x4 access vent well with retained metal grate (ADA)	EA	1	$ 5,926.11	$ 5,926.11
2303		6' polyvent	EA	2	$ 2,495.77	$ 4,991.54
2304		12" high, 24 ga metal flashing	Per lf	168	$ 22.00	$ 3,696.00
	Exterior Finish Options					
	Wood or engineered wood products					
2401		1/2" OSB sheathing (for use under exterior finish products) (adder)	Per sf	2,016	$ 1.69	$ 3,407.04
2402		2x6 exterior wall studs in lieu of 2x4 adder	Per lf	168	$ 7.66	$ 1,286.88
	Cement based or stucco					
2503		3-coat stucco (performed in field at prevailing wage) adder	Per sf	1,584	$ 24.52	$ 38,839.68
2505		3-coat stucco control joint	Per lf	858	$ 7.11	$ 6,100.38
2508		Eisenwall 2-coat stucco system (or equal)	Per sf	1,584	$ 2.19	$ 3,468.96
2509		Acrylic Color - Standard Color Selections	Per sf	1,584	$ 2.19	$ 3,468.96
	Misc exterior finish					
2603		Metal roof and wall closure panels between classrooms, up to 6"	EA	2	$ 342.92	$ 685.84
	Upgraded Framing construction					
	Roofing Options					
	Standard pitch roofs (1/4:12), 2" galvanized standing seam, 5/8" plywood roof deck)					
2700		Shed Roof design	Per module	4	$ 1,150.50	$ 4,602.00
2708		Extend front overhang from 5' to 8'	Per module	4	$ 1,021.45	$ 4,085.80
2715		Downspouts - thick walled round pipe	EA	2	$ 1,010.76	$ 2,021.52
	Thermal protection					
	Enhanced pitch roof (>1/4:12), finish material must be selected below					
	Roof finish materials (Standing seam roofs: 26 gauge over 5/8" wood roof deck)					
	GENERAL					
3000		Interior wall, 2x4, standard finish (tack board) (Décor or equal)	Per lf	216	$ 56.61	$ 12,227.76
3003		Interior wall extension from ceiling level to bottom of purlins	Per lf	108	$ 38.04	$ 4,108.32
3007		8x4 porcelain / steel markerboard	EA	(2)	$ 353.44	$ (706.88)
3016		Fire extinguisher w/wall bracket (51b 3A-40BC)	LF	1	$ 134.91	$ 134.91
	Doors (KD Frames standard)					
3104		Stucco flange welded frames - Adder to 3070 Exterior KD Frame	EA	3	$ 636.43	$ 1,909.29
3105		3070 steel door w/Schlage D95 lever hardware, Norton 7500 door closer	EA	2	$ 2,016.66	$ 4,033.32
3110		3070 interior wood door in steel frame, solid core, paint finished	EA	7	$ 1,356.66	$ 9,496.62
3115		Panic hardware, Von Duprin or equal	EA	3	$ 2,602.11	$ 7,806.33
3126		Half light, 24x30	EA	3	$ 299.01	$ 897.03
3142		Metal suspended canopy (up to 10' max)	LF	8	$ 811.31	$ 6,490.48
	Electrical Options					

3300		125 amp 1-phase panel	EA	1	$ 813.38	$ 813.38
	Lights					
3414		Exterior Door Light - LED w/ Photocell - TWS LED	EA	2	$ 318.88	$ 637.76
3415		Exterior Light with battery backup/photocell - TWS LED	EA	2	$ 737.73	$ 1,475.46
	Electrical infrastructure					
3502		Duplex receptacle	EA	25	$ 130.66	$ 3,266.50
3503		4-plex receptacle	EA	5	$ 152.28	$ 761.40
3504		GFI receptacle	EA	1	$ 159.65	$ 159.65
3506		Dedicated Circuit	EA	4	$ 464.19	$ 1,856.76
3507		230 v circuit	EA	1	$ 189.44	$ 189.44
3508		4 square box with switch ring and 3/4" conduit stub to attic	EA	15	$ 99.67	$ 1,495.05
3509		Conduit 3/4"	Per lf	100	$ 3.35	$ 335.00
3514		N-light switching w on/off & dim	EA	3	$ 148.12	$ 444.36
3516		N-light three way switching	EA	2	$ 273.19	$ 546.38
3517		N-light occ sensor	EA	5	$ 321.53	$ 1,607.65
3519		Switched receptacle	EA	2	$ 68.29	$ 136.58
3524		Data box for 1/1/2" to 2" conduit	LF	2	$ 55.09	$ 110.18
	Electrical Specialty					
	Low voltage items					
	Fire Sprinkler					
3800		Fire Sprinklers - Light Hazard, per sf (attaches to site riser by others)	Per sf	1,728	$ 8.80	$ 15,206.40
	Misc HVAC					
	PLUMBING					
5003		Sink, kitchen, SS, 2 compartment, cold only	EA	1	$ 3,034.59	$ 3,034.59
5019		hot/cold faucet - adder	EA	1	$ 434.72	$ 434.72
5106		Water Heater -- Insta-Hot (2.5 gal or less) or equal	EA	1	$ 1,580.80	$ 1,580.80
5208		Copper pipe, Type "L", rough in only and fixture fitting, ea	EA	1	$ 956.83	$ 956.83
	Toilet partitions					
	Toilet accessories					
	Flooring (all prices per sf unless otherwise noted)					
	Carpet					
	Top set base					
5702		Burke 4" Vinyl - Roll @ 100' lengths	EA	240	$ 5.01	$ 1,202.40
	Tile					
	Walk off mats					
	VCT (Vinyl Composition Tile)					
	Sheet Goods					
	Epoxy flooring					
	Flooring transition					
	CASEWORK					
6521		153 36x34x24 ADA sink base	EA	1	$ 1,232.16	$ 1,232.16
6544		212 36x34x24 1 drawer/2 doors	EA	3	$ 1,237.04	$ 3,711.12
6546		212 48x34x24 1 drawer/2 doors	EA	4	$ 1,276.05	$ 5,104.20
6563		250 30x34x24 5 drawers	EA	1	$ 1,759.07	$ 1,759.07
6580		302 48x18x12 wall hung/2 door	EA	4	$ 731.50	$ 2,926.00
6599		530 48x84x24 teacher's lock	EA	4	$ 2,202.62	$ 8,810.48
					Sub-Total	$ 408,418.82

	OWNER SPECIFIED EQUIPMENT					
1		Interior ClassMate Airdale HVAC w/Pelican stat and Pearl economizer (1) per Classroom	EA	2	$ 33,089.02	$ 66,178.04
2		Custom glazing	EA	12	$ 1,700.00	$ 20,400.00
3		Shaw carpeting per Owner spec (1st Grade)	SF	1,728	$ 9.59	$ 16,571.52
4		Marmoleum walk off mat per Owner spec (1st Grade)	SF	70	$ 17.23	$ 1,206.10
5		Mail boxes	EA	1	$ 4,836.95	$ 4,836.95
6		Corian Countertops	EA	8	$ 1,439.72	$ 11,517.76
					Sub-Total	$ 120,710.37

	PROJECT CLOSE OUT ITEMS					
1		Labor to close out site (exterior painting, ceiling tile installation, equipment start-up and testing, light sweep out. Punchlist items)	hour	40	$ 210.00	$ 8,400.00
2		On-Site Labor (plumbing close-out) (assemble plumbing tree, attach fixtures, test connections, water tests)	hour	18	$ 268.00	$ 4,824.00
3		120 ton craning and rigging (8 hour minimum)	hour	8	$ 1,500.00	$ 12,000.00
4		Delivery	floor	4	$ 3,850.00	$ 15,400.00
5		Installation	floor	4	$ 3,400.00	$ 13,600.00
6		Bond		1		$ 4,288.40
7		Estimated Tax (9.375 Morgan Hill @ 40%)		1		$ 19,842.34

Grand Total	**$**	**607,483.93**

enviroplex

Voices Charter School

Building 3a -- 84x36 Classroom - 5th, 4th Grades, and Boys/Custodian restroom building

ESTIMATE

P-back Item #		Description	Unit	Qty	Piggyback Price	Total
	1-STORY RIGID STEEL MOMENT FRAME BUILDINGS					
1000		24x40 Typical Classroom [With no floor Coverings: With Ceiling Tiles; LED light fixtures with dimming control; 9' floor to ceiling height in all modules; 2x4 fixed grid, lay in panel ceiling system (no suspension wires); (1) 3070 steel door w/Schlage lever hardware (2) 8040 windows, (2) porcelain/steel marker boards, walls-full height tackboard; (6) duplex receptacles; 4 Branch Circuits; (1) 125 amp single-phase panel; Standard bi-pitch roof design, approximately .25:12 dual slope, 5' overhang in front 2'6"rear overhang.	EA	1	$ 62,048.31	$ 62,048.31
1006		add 12x40 center module	EA	5	$ 25,840.32	$ 129,201.60
1026		Additional Labor & Materials for items not listed in the Appendix Items List (cost + 20% and/or per hour) (foundation)	Per hr	16	$ 156.83	$ 2,540.65
	Sub-floor options					
	Wood Foundation Options (DSA allows up to 2000 sf)					
	ADA Access Ramps					
	Concrete Foundations					
	Standard Design (1500 psf soil bearing pressure, non-expansive soil and level ground)					
2200		12x40 at grade foundation w/ 18" crawl space and 12" footing embedment (initial foundation segment)	EA	1	$ 22,164.60	$ 22,164.60
2201		12x40 at grade foundation (additional foundations segments)	EA	6	$ 16,339.07	$ 98,034.42
2204		Rat slab, 2" rough finish	Per sf	3,024	$ 6.50	$ 19,656.00
2209		24" embed plus 18" crawl space ADDER	EA	7	$ 8,703.79	$ 60,926.53
2214		Weld Plates	EA	10	$ 444.34	$ 4,443.40
	High Seismic(based on 1500 psf soil bearing pressure, non-expansive soil and level ground)					
	Foundation Vents & Flashing					
2301		2x4 access vent well with retained metal grate (ADA)	EA	1	$ 5,926.11	$ 5,926.11
2303		6' polyvent	EA	9	$ 2,495.77	$ 22,461.93
2304		12" high, 24 ga metal flashing	Per lf	240	$ 22.00	$ 5,280.00
	Exterior Finish Options					
	Wood or engineered wood products					
2401		1/2" OSB sheathing (for use under exterior finish products) (adder)	Per sf	2,880	$ 1.69	$ 4,867.20
2402		2x6 exterior wall studs in lieu of 2x4 adder	Per lf	240	$ 7.66	$ 1,838.40
	Cement based or stucco					
2503		3-coat stucco (performed in field at prevailing wage) adder	Per sf	1,872	$ 24.52	$ 45,901.44
2505		3-coat stucco control joint	Per lf	1,560	$ 7.11	$ 11,091.60
2508		Eisenwall 2-coat stucco system (or equal)	Per sf	1,872	$ 2.19	$ 4,099.68
2509		Acrylic Color - Standard Color Selections	Per sf	1,872	$ 2.19	$ 4,099.68
	Misc exterior finish					
	Upgraded Framing construction					
	Roofing Options					
	Standard pitch roofs (1/4:12), 2" galvanized standing seam, 5/8" plywood roof deck)					
2700		Shed Roof design	Per module	7	$ 1,150.50	$ 8,053.50
2708		Extend front overhang from 5' to 8'	Per module	7	$ 1,021.45	$ 7,150.15
2715		Downspouts - thick walled round pipe	EA	3	$ 1,010.76	$ 3,032.28
	Thermal protection					
	Enhanced pitch roof (>1/4:12), finish material must be selected below					
	Roof finish materials (Standing seam roofs: 26 gauge over 5/8" wood roof deck)					
	GENERAL					
3000		Interior wall, 2x4, standard finish (tack board) (Décor or equal)	Per lf	216	$ 56.61	$ 12,227.76
3003		Interior wall extension from ceiling level to bottom of purlins	Per lf	120	$ 38.04	$ 4,564.80
3007		8x4 porcelain / steel markerboard	EA	(2)	$ 353.44	$ (706.88)
3011		Blocking only, wall mounted accessories, 4x4	Per lf	100	$ 14.45	$ 1,445.00
3016		Fire extinguisher w/wall bracket (51b 3A-40BC)	LF	2	$ 134.91	$ 269.82
3018		FRP wall panels	EA	1,080	$ 3.60	$ 3,888.00
	Doors (KD Frames standard)					
3104		Stucco flange welded frames - Adder to 3070 Exterior KD Frame	EA	5	$ 636.43	$ 3,182.15
3105		3070 steel door w/Schlage D95 lever hardware, Norton 7500 door closer	EA	4	$ 2,016.66	$ 8,066.64
3126		Half light, 24x30	EA	3	$ 299.01	$ 897.03
3142		Metal suspended canopy (up to 10' max)	LF	15	$ 811.31	$ 12,169.65
	Electrical Options					
3300		125 amp 1-phase panel	EA	2	$ 813.38	$ 1,626.76

	Lights					
3414		Exterior Door Light - LED w/ Photocell - TWS LED	EA	2	$ 318.88	$ 637.76
	Electrical infrastructure					
3502		Duplex receptacle	EA	12	$ 130.66	$ 1,567.92
3504		GFI receptacle	EA	8	$ 159.65	$ 1,277.20
3505		Branch Circuit	EA	1	$ 700.49	$ 700.49
3506		Dedicated Circuit	EA	4	$ 464.19	$ 1,856.76
3508		4 square box with switch ring and 3/4" conduit stub to attic	EA	6	$ 99.67	$ 598.02
	Electrical Specialty					
3605		Exhaust Fan - Orbit 150CFM (or equal)	EA	4	$ 341.37	$ 1,365.48
	Low voltage items					
	Fire Sprinkler					
3800		Fire Sprinklers - Light Hazard, per sf (attaches to site riser by others)	Per sf	3,024	$ 8.80	$ 26,611.20
3804		Fire Riser - 6" diameter installed on 6" above ground stub by others	EA	1	$ 8,791.69	$ 8,791.69
	Misc HVAC					
	PLUMBING					
4903		WC wall hung, flush valve, ADA / 15" height	EA	2	$ 2,664.44	$ 5,328.88
4905		Urinal, flush valve, ADA or specified height	EA	3	$ 1,926.05	$ 5,778.15
5000		Lavatory, wall hung, ADA or specified height, cold only	EA	3	$ 1,974.98	$ 5,924.94
5001		Sink, classroom, SS, w/ bubbler, cold only	EA	3	$ 2,891.41	$ 8,674.23
5004		Sink, mop, floor mount, cold only	EA	1	$ 2,163.74	$ 2,163.74
5010		Drinking fountain, hi-low, SS, wall hung, ADA with Bottle Filler	EA	1	$ 6,262.16	$ 6,262.16
5019		hot/cold faucet - adder	EA	1	$ 434.72	$ 434.72
5106		Water Heater -- Insta-Hot (2.5 gal or less) or equal	EA	1	$ 1,580.80	$ 1,580.80
5202		Hose bib	EA	1	$ 682.69	$ 682.69
5203		Hose bib, recessed (wall hydrant)	EA	1	$ 1,316.50	$ 1,316.50
5208		Copper pipe, Type "L", rough in only and fixture fitting, ea	EA	1	$ 956.83	$ 956.83
5210		Floor Drain	EA	3	$ 1,330.47	$ 3,991.41
	Toilet partitions					
5300		Steel ADA stall w/enamel finish (Hadrian or equal)	EA	1	$ 2,619.24	$ 2,619.24
5301		Steel standard stall w/enamel finish (Hadrian or equal)	EA	1	$ 2,472.58	$ 2,472.58
5302		Steel privacy screen 54x58 w/enamel finish (Hadrian or equal)	EA	1	$ 1,392.84	$ 1,392.84
5303		Steel urinal screen 24x42 w/enamel finish (Hadrian or equal)	EA	2	$ 758.02	$ 1,516.04
5308		Reinforcement post and blocking	EA	1	$ 575.70	$ 575.70
	Toilet accessories					
5400		Grab bars, ADA (set of 2), Bobrick B-5806	EA	2	$ 204.16	$ 408.32
5402		Mirror, 18x30, SS, Bobrick B-1556-1830-1830 - Frameless 18x30	EA	3	$ 225.78	$ 677.34
5405		Toilet paper dispenser, surface mount, multi-roll, Bobrick B-2888	EA	2	$ 154.12	$ 308.24
	Flooring (all prices per sf unless otherwise noted)					
	Carpet					
	Top set base					
5702		Burke 4" Vinyl - Roll @ 100' lengths	EA	392	$ 5.01	$ 1,963.92
	Tile					
	Walk off mats					
	VCT (Vinyl Composition Tile)					
	Sheet Goods					
6100		Armstrong Connection Corlon	Per sf	432	$ 12.33	$ 5,326.56
6104		6" self cove (adder)	Per lf	120	$ 17.82	$ 2,138.40
	Epoxy flooring					
	Flooring transition					
	CASEWORK					
6523		153 48x34x24 ADA sink base	EA	3	$ 1,313.45	$ 3,940.35
6625		Finished end panels	EA	3	$ 174.60	$ 523.80
					Sub-Total	$ 680,817.11

	OWNER SPECIFIED EQUIPMENT					
1		Interior ClassMate Airdale HVAC w/Pelican stat and Pearl economizer (1) per Classroom	EA	3	$ 33,089.02	$ 99,267.06
2		Custom glazing	EA	11	$ 1,700.00	$ 18,700.00
3		Shaw carpeting per Owner spec	SF	2,592	$ 9.59	$ 24,857.28
4		Marmoleum walk off mat per Owner spec	SF	105	$ 17.23	$ 1,809.15
5		Corian Countertops	EA	3	$ 1,439.72	$ 4,319.16
					Sub-Total	$ 148,952.65

	PROJECT CLOSE OUT ITEMS					
1		Labor to close out site (exterior painting, ceiling tile installation, equipment start-up and testing, light sweep out. Punchlist items)	hour	80	$ 210.00	$ 16,800.00
2		On-Site Labor (plumbing close-out) (assemble plumbing tree, attach fixtures, test connections, water tests)	hour	60	$ 268.00	$ 16,080.00
3		120 ton craning and rigging (8 hour minimum)	hour	8	$ 1,500.00	$ 12,000.00

4		Delivery	floor	7	$ 3,850.00	$ 26,950.00
5		Installation	floor	7	$ 3,400.00	$ 23,800.00
6		Bond		1		$ 7,148.58
7		Estimated Tax (9.375 Morgan Hill @ 40%)		1		$ 31,116.37
					Grand Total	$ 963,664.70

enviroplex

Voices Charter School

Building 3b -- 84x36 Classroom - Kinders, 2nd Grade, and Girls + staff restroom building

ESTIMATE

P-back Item #		Description	Unit	Qty	Piggyback Price	Total
	1-STORY RIGID STEEL MOMENT FRAME BUILDINGS					
1000		24x40 Typical Classroom [With no floor Coverings: With Ceiling Tiles; LED light fixtures with dimming control; 9' floor to ceiling height in all modules; 2x4 fixed grid, lay in panel ceiling system (no suspension wires); (1) 3070 steel door w/Schlage lever hardware (2) 8040 windows, (2) porcelain/steel marker boards, walls-full height tackboard; (6) duplex receptacles; 4 Branch Circuits; (1) 125 amp single-phase panel; Standard bi-pitch roof design, approximately .25:12 dual slope, 5' overhang in front 2'6"rear overhang.	EA	1	$ 62,048.31	$ 62,048.31
1006		add 12x40 center module	EA	5	$ 25,840.32	$ 129,201.60
1026		Additional Labor & Materials for items not listed in the Appendix Items List (cost + 20% and/or per hour) (foundation)	Per hr	16	$ 156.83	$ 2,540.65
	Sub-floor options					
	Wood Foundation Options (DSA allows up to 2000 sf)					
	ADA Access Ramps					
	Concrete Foundations					
	Standard Design (1500 psf soil bearing pressure, non-expansive soil and level ground)					
2200		12x40 at grade foundation w/ 18" crawl space and 12" footing embedment (initial foundation segment)	EA	1	$ 22,164.60	$ 22,164.60
2201		12x40 at grade foundation (additional foundations segments)	EA	6	$ 16,339.07	$ 98,034.42
2204		Rat slab, 2" rough finish	Per sf	3,024	$ 6.50	$ 19,656.00
2209		24" embed plus 18" crawl space ADDER	EA	7	$ 8,703.79	$ 60,926.53
2214		Weld Plates	EA	10	$ 444.34	$ 4,443.40
	High Seismic(based on 1500 psf soil bearing pressure, non-expansive soil and level ground)					
	Foundation Vents & Flashing					
2301		2x4 access vent well with retained metal grate (ADA)	EA	1	$ 5,926.11	$ 5,926.11
2303		6' polyvent	EA	9	$ 2,495.77	$ 22,461.93
2304		12" high, 24 ga metal flashing	Per lf	240	$ 22.00	$ 5,280.00
	Exterior Finish Options					
	Wood or engineered wood products					
2401		1/2" OSB sheathing (for use under exterior finish products) (adder)	Per sf	2,880	$ 1.69	$ 4,867.20
2402		2x6 exterior wall studs in lieu of 2x4 adder	Per lf	240	$ 7.66	$ 1,838.40
	Cement based or stucco					
2503		3-coat stucco (performed in field at prevailing wage) adder	Per sf	1,872	$ 24.52	$ 45,901.44
2505		3-coat stucco control joint	Per lf	1,560	$ 7.11	$ 11,091.60
2508		Eisenwall 2-coat stucco system (or equal)	Per sf	1,872	$ 2.19	$ 4,099.68
2509		Acrylic Color - Standard Color Selections	Per sf	1,872	$ 2.19	$ 4,099.68
	Misc exterior finish					
	Upgraded Framing construction					
	Roofing Options					
	Standard pitch roofs (1/4:12), 2" galvanized standing seam, 5/8" plywood roof deck)					
2700		Shed Roof design	Per module	7	$ 1,150.50	$ 8,053.50
2708		Extend front overhang from 5' to 8'	Per module	7	$ 1,021.45	$ 7,150.15
2715		Downspouts - thick walled round pipe	EA	3	$ 1,010.76	$ 3,032.28
	Thermal protection					
	Enhanced pitch roof (>1/4:12), finish material must be selected below					
	Roof finish materials (Standing seam roofs: 26 gauge over 5/8" wood roof deck)					
	GENERAL					
3000		Interior wall, 2x4, standard finish (tack board) (Décor or equal)	Per lf	216	$ 56.61	$ 12,227.76
3003		Interior wall extension from ceiling level to bottom of purlins	Per lf	120	$ 38.04	$ 4,564.80
3006		Toilet room, single, cold only (ADA compliant)	EA	2	$ 11,004.90	$ 22,009.80
3007		8x4 porcelain / steel markerboard	EA	(2)	$ 353.44	$ (706.88)
3011		Blocking only, wall mounted accessories, 4x4	Per lf	100	$ 14.45	$ 1,445.00
3016		Fire extinguisher w/wall bracket (51b 3A-40BC)	LF	2	$ 134.91	$ 269.82
3018		FRP wall panels	EA	1,080	$ 3.60	$ 3,888.00
	Doors (KD Frames standard)					
3104		Stucco flange welded frames - Adder to 3070 Exterior KD Frame	EA	5	$ 636.43	$ 3,182.15
3105		3070 steel door w/Schlage D95 lever hardware, Norton 7500 door closer	EA	4	$ 2,016.66	$ 8,066.64
3126		Half light, 24x30	EA	3	$ 299.01	$ 897.03
3142		Metal suspended canopy (up to 10' max)	LF	15	$ 811.31	$ 12,169.65
	Electrical Options					

3300		125 amp 1-phase panel	EA	2	$ 813.38	$ 1,626.76
	Lights					
3414		Exterior Door Light - LED w/ Photocell - TWS LED	EA	2	$ 318.88	$ 637.76
	Electrical infrastructure					
3502		Duplex receptacle	EA	12	$ 130.66	$ 1,567.92
3504		GFI receptacle	EA	8	$ 159.65	$ 1,277.20
3505		Branch Circuit	EA	1	$ 700.49	$ 700.49
3506		Dedicated Circuit	EA	4	$ 464.19	$ 1,856.76
3508		4 square box with switch ring and 3/4" conduit stub to attic	EA	6	$ 99.67	$ 598.02
	Electrical Specialty					
3605		Exhaust Fan - Orbit 150CFM (or equal)	EA	4	$ 341.37	$ 1,365.48
	Low voltage items					
	Fire Sprinkler					
3800		Fire Sprinklers - Light Hazard, per sf (attaches to site riser by others)	Per sf	3,024	$ 8.80	$ 26,611.20
3804		Fire Riser - 6" diameter installed on 6" above ground stub by others	EA	1	$ 8,791.69	$ 8,791.69
	Misc HVAC					
	PLUMBING					
4903		WC wall hung, flush valve, ADA / 15" height	EA	6	$ 2,664.44	$ 15,986.64
5000		Lavatory, wall hung, ADA or specified height, cold only	EA	4	$ 1,974.98	$ 7,899.92
5001		Sink, classroom, SS, w/ bubbler, cold only	EA	3	$ 2,891.41	$ 8,674.23
5019		hot/cold faucet - adder	EA	1	$ 434.72	$ 434.72
5106		Water Heater -- Insta-Hot (2.5 gal or less) or equal	EA	1	$ 1,580.80	$ 1,580.80
5203		Hose bib, recessed (wall hydrant)	EA	1	$ 1,316.50	$ 1,316.50
5208		Copper pipe, Type "L", rough in only and fixture fitting, ea	EA	1	$ 956.83	$ 956.83
5210		Floor Drain	EA	5	$ 1,330.47	$ 6,652.35
	Toilet partitions					
5300		Steel ADA stall w/enamel finish (Hadrian or equal)	EA	1	$ 2,619.24	$ 2,619.24
5301		Steel standard stall w/enamel finish (Hadrian or equal)	EA	4	$ 2,472.58	$ 9,890.32
5308		Reinforcement post and blocking	EA	1	$ 575.70	$ 575.70
	Toilet accessories					
5400		Grab bars, ADA (set of 2), Bobrick B-5806	EA	2	$ 204.16	$ 408.32
5402		Mirror, 18x30, SS, Bobrick B-1556-1830-1830 - Frameless 18x30	EA	4	$ 225.78	$ 903.12
5405		Toilet paper dispenser, surface mount, multi-roll, Bobrick B-2888	EA	5	$ 154.12	$ 770.60
	Flooring (all prices per sf unless otherwise noted)					
	Carpet					
	Top set base					
5702		Burke 4" Vinyl - Roll @ 100' lengths	EA	392	$ 5.01	$ 1,963.92
	Tile					
	Walk off mats					
	VCT (Vinyl Composition Tile)					
	Sheet Goods					
6100		Armstrong Connection Corlon	Per sf	496	$ 12.33	$ 6,115.68
6104		6" self cove (adder)	Per lf	184	$ 17.82	$ 3,278.88
	Epoxy flooring					
	Flooring transition					
	CASEWORK					
6523		153 48x34x24 ADA sink base	EA	3	$ 1,313.45	$ 3,940.35
6625		Finished end panels	EA	3	$ 174.60	$ 523.80
					Sub-Total	$ 710,360.45

	OWNER SPECIFIED EQUIPMENT					
1		Interior ClassMate Airdale HVAC w/Pelican stat and Pearl economizer (1) per Classroom	EA	3	$ 33,089.02	$ 99,267.06
2		Custom glazing	EA	9	$ 1,700.00	$ 15,300.00
3		Shaw carpeting per Owner spec (2nd Grade)	SF	864	$ 9.59	$ 8,285.76
4		Marmoleum per Owner spec (Kinders plus walk off at classroom)	SF	1,763	$ 17.23	$ 30,376.49
5		Corian Countertops	EA	3	$ 1,439.72	$ 4,319.16
					Sub-Total	$ 157,548.47

	PROJECT CLOSE OUT ITEMS					
1		Labor to close out site (exterior painting, ceiling tile installation, equipment start-up and testing, light sweep out. Punchlist items)	hour	80	$ 210.00	$ 16,800.00
2		On-Site Labor (plumbing close-out) (assemble plumbing tree, attach fixtures, test connections, water tests)	hour	60	$ 268.00	$ 16,080.00
3		120 ton craning and rigging (8 hour minimum)	hour	8	$ 1,500.00	$ 12,000.00
4		Delivery	floor	7	$ 3,850.00	$ 26,950.00
5		Installation	floor	7	$ 3,400.00	$ 23,800.00
6		Bond		1		$ 7,458.78
7		Estimated Tax (9.375 Morgan Hill @ 40%)		1		$ 32,546.58

Grand Total	**$ 1,003,544.29**

enviroplex

Voices Charter School
Building 4a -- 48x36 Classroom - 8th Grade
ESTIMATE

P-back Item #		Description	Unit	Qty	Piggyback Price	Total
	1-STORY RIGID STEEL MOMENT FRAME BUILDINGS					
1000		24x40 Typical Classroom [With no floor Coverings: With Ceiling Tiles; LED light fixtures with dimming control; 9' floor to ceiling height in all modules; 2x4 fixed grid, lay in panel ceiling system (no suspension wires); (1) 3070 steel door w/Schlage lever hardware (2) 8040 windows, (2) porcelain/steel marker boards, walls-full height tackboard; (6) duplex receptacles; 4 Branch Circuits; (1) 125 amp single-phase panel; Standard bi-pitch roof design, approximately .25:12 dual slope, 5' overhang in front 2'6"rear overhang.	EA	1	$ 62,048.31	$ 62,048.31
1006		add 12x40 center module	EA	2	$ 25,840.32	$ 51,680.64
1026		Additional Labor & Materials for items not listed in the Appendix Items List (cost + 20% and/or per hour) (foundation)	Per hr	16	$ 156.83	$ 2,540.65
	Sub-floor options					
	Wood Foundation Options (DSA allows up to 2000 sf)					
	ADA Access Ramps					
	Concrete Foundations					
	Standard Design (1500 psf soil bearing pressure, non-expansive soil and level ground)					
2200		12x40 at grade foundation w/ 18" crawl space and 12" footing embedment (initial foundation segment)	EA	1	$ 22,164.60	$ 22,164.60
2201		12x40 at grade foundation (additional foundations segments)	EA	3	$ 16,339.07	$ 49,017.21
2204		Rat slab, 2" rough finish	Per sf	1,728	$ 6.50	$ 11,232.00
2208		18" embed plus 18" crawl space ADDER	EA	4	$ 4,351.37	$ 17,405.48
2214		Weld Plates	EA	6	$ 444.34	$ 2,666.04
	High Seismic(based on 1500 psf soil bearing pressure, non-expansive soil and level ground)					
	Foundation Vents & Flashing					
2301		2x4 access vent well with retained metal grate (ADA)	EA	1	$ 5,926.11	$ 5,926.11
2303		6' polyvent	EA	2	$ 2,495.77	$ 4,991.54
2304		12" high, 24 ga metal flashing	Per lf	168	$ 22.00	$ 3,696.00
	Exterior Finish Options					
	Wood or engineered wood products					
2401		1/2" OSB sheathing (for use under exterior finish products) (adder)	Per sf	2,016	$ 1.69	$ 3,407.04
2402		2x6 exterior wall studs in lieu of 2x4 adder	Per lf	168	$ 7.66	$ 1,286.88
	Cement based or stucco					
2503		3-coat stucco (performed in field at prevailing wage) adder	Per sf	1,584	$ 24.52	$ 38,839.68
2505		3-coat stucco control joint	Per lf	792	$ 7.11	$ 5,631.12
2508		Eisenwall 2-coat stucco system (or equal)	Per sf	1,584	$ 2.19	$ 3,468.96
2509		Acrylic Color - Standard Color Selections	Per sf	1,584	$ 2.19	$ 3,468.96
	Misc exterior finish					
2603		Metal roof and wall closure panels between classrooms, up to 6"	EA	2	$ 342.92	$ 685.84
	Upgraded Framing construction					
	Roofing Options					
	Standard pitch roofs (1/4:12), 2" galvanized standing seam, 5/8" plywood roof deck)					
2700		Shed Roof design	Per module	4	$ 1,150.50	$ 4,602.00
2708		Extend front overhang from 5' to 8'	Per module	4	$ 1,021.45	$ 4,085.80
2715		Downspouts - thick walled round pipe	EA	2	$ 1,010.76	$ 2,021.52
	Thermal protection					
	Enhanced pitch roof (>1/4:12), finish material must be selected below					
	Roof finish materials (Standing seam roofs: 26 gauge over 5/8" wood roof deck)					
	GENERAL					
3000		Interior wall, 2x4, standard finish (tack board) (Décor or equal)	Per lf	72	$ 56.61	$ 4,075.92
3003		Interior wall extension from ceiling level to bottom of purlins	Per lf	36	$ 38.04	$ 1,369.44
3007		8x4 porcelain / steel markerboard	EA	(2)	$ 353.44	$ (706.88)
3011		Blocking only, wall mounted accessories, 4x4	Per lf	100	$ 14.45	$ 1,445.00
3016		Fire extinguisher w/wall bracket (51b 3A-40BC)	LF	1	$ 134.91	$ 134.91
	Doors (KD Frames standard)					
3104		Stucco flange welded frames - Adder to 3070 Exterior KD Frame	EA	2	$ 636.43	$ 1,272.86
3105		3070 steel door w/Schlage D95 lever hardware, Norton 7500 door closer	EA	1	$ 2,016.66	$ 2,016.66
3126		Half light, 24x30	EA	2	$ 299.01	$ 598.02
	Electrical Options					
3300		125 amp 1-phase panel	EA	1	$ 813.38	$ 813.38
	Lights					

3414		Exterior Door Light - LED w/ Photocell - TWS LED	EA	1	$ 318.88	$ 318.88
	Electrical infrastructure					
3502		Duplex receptacle	EA	6	$ 130.66	$ 783.96
3508		4 square box with switch ring and 3/4" conduit stub to attic	EA	6	$ 99.67	$ 598.02
	Electrical Specialty					
	Low voltage items					
	Fire Sprinkler					
3800		Fire Sprinklers - Light Hazard, per sf (attaches to site riser by others)	Per sf	1,728	$ 8.80	$ 15,206.40
3804		Fire Riser - 6" diameter installed on 6" above ground stub by others	EA	1	$ 8,791.69	$ 8,791.69
	Misc HVAC					
	PLUMBING					
5001		Sink, classroom, SS, w/ bubbler, cold only	EA	2	$ 2,891.41	$ 5,782.82
	Toilet partitions					
	Toilet accessories					
	Flooring (all prices per sf unless otherwise noted)					
	Carpet					
	Top set base					
5702		Burke 4" Vinyl - Roll @ 100' lengths	EA	240	$ 5.01	$ 1,202.40
	Tile					
	Walk off mats					
	VCT (Vinyl Composition Tile)					
	Sheet Goods					
	Epoxy flooring					
	Flooring transition					
	CASEWORK					
6523		153 48x34x24 ADA sink base	EA	2	$ 1,313.45	$ 2,626.90
6625		Finished end panels	EA	2	$ 174.60	$ 349.20
					Sub-Total	$ 347,548.96

	OWNER SPECIFIED EQUIPMENT					
1		Interior ClassMate Airdale HVAC w/Pelican stat and Pearl economizer (1) per Classroom	EA	2	$ 33,089.02	$ 66,178.04
2		Custom glazing	EA	7	$ 1,700.00	$ 11,900.00
3		Shaw carpeting per Owner spec	SF	2,592	$ 9.59	$ 24,857.28
4		Marmoleum walk off mat per Owner spec	SF	105	$ 17.23	$ 1,809.15
5		Corian Countertops	EA	2	$ 1,439.72	$ 2,879.44
					Sub-Total	$ 107,623.91

	PROJECT CLOSE OUT ITEMS					
1		Labor to close out site (exterior painting, ceiling tile installation, equipment start-up and testing, light sweep out. Punchlist items)	hour	40	$ 210.00	$ 8,400.00
2		On-Site Labor (plumbing close-out) (assemble plumbing tree, attach fixtures, test connections, water tests)	hour	16	$ 268.00	$ 4,288.00
3		120 ton craning and rigging (8 hour minimum)	hour	8	$ 1,500.00	$ 12,000.00
4		Delivery	floor	4	$ 3,850.00	$ 15,400.00
5		Installation	floor	4	$ 3,400.00	$ 13,600.00
6		Bond		1		$ 3,649.26
7		Estimated Tax (9.375 Morgan Hill @ 40%)		1		$ 17,068.98
					Grand Total	$ 529,579.11

enviroplex

Voices Charter School

Building 4b -- 96x36 Classroom - 7th and 6th Grades

ESTIMATE

P-back Item #		Description	Unit	Qty	Piggyback Price	Total
	1-STORY RIGID STEEL MOMENT FRAME BUILDINGS					
1000		24x40 Typical Classroom [With no floor Coverings: With Ceiling Tiles; LED light fixtures with dimming control; 9' floor to ceiling height in all modules; 2x4 fixed grid, lay in panel ceiling system (no suspension wires); (1) 3070 steel door w/Schlage lever hardware (2) 8040 windows, (2) porcelain/steel marker boards, walls-full height tackboard; (6) duplex receptacles; 4 Branch Circuits; (1) 125 amp single-phase panel; Standard bi-pitch roof design, approximately .25:12 dual slope, 5' overhang in front 2'6"rear overhang.	EA	1	$ 62,048.31	$ 62,048.31
1006		add 12x40 center module	EA	6	$ 25,840.32	$ 155,041.92
1026		Additional Labor & Materials for items not listed in the Appendix Items List (cost + 20% and/or per hour) (foundation)	Per hr	16	$ 156.83	$ 2,540.65
	Sub-floor options					
	Wood Foundation Options (DSA allows up to 2000 sf)					
	ADA Access Ramps					
	Concrete Foundations					
	Standard Design (1500 psf soil bearing pressure, non-expansive soil and level ground)					
2201		12x40 at grade foundation (additional foundations segments)	EA	8	$ 16,339.07	$ 130,712.56
2204		Rat slab, 2" rough finish	Per sf	3,456	$ 6.50	$ 22,464.00
2208		18" embed plus 18" crawl space ADDER	EA	8	$ 4,351.37	$ 34,810.96
2214		Weld Plates	EA	10	$ 444.34	$ 4,443.40
	High Seismic(based on 1500 psf soil bearing pressure, non-expansive soil and level ground)					
	Foundation Vents & Flashing					
2301		2x4 access vent well with retained metal grate (ADA)	EA	1	$ 5,926.11	$ 5,926.11
2303		6' polyvent	EA	9	$ 2,495.77	$ 22,461.93
2304		12" high, 24 ga metal flashing	Per lf	264	$ 22.00	$ 5,808.00
	Exterior Finish Options					
	Wood or engineered wood products					
2401		1/2" OSB sheathing (for use under exterior finish products) (adder)	Per sf	3,168	$ 1.69	$ 5,353.92
2402		2x6 exterior wall studs in lieu of 2x4 adder	Per lf	264	$ 7.66	$ 2,022.24
	Cement based or stucco					
2503		3-coat stucco (performed in field at prevailing wage) adder	Per sf	2,736	$ 24.52	$ 67,086.72
2505		3-coat stucco control joint	Per lf	1,482	$ 7.11	$ 10,537.02
2508		Eisenwall 2-coat stucco system (or equal)	Per sf	2,736	$ 2.19	$ 5,991.84
2509		Acrylic Color - Standard Color Selections	Per sf	2,736	$ 2.19	$ 5,991.84
	Misc exterior finish					
	Upgraded Framing construction					
	Roofing Options					
	Standard pitch roofs (1/4:12), 2" galvanized standing seam, 5/8" plywood roof deck)					
2700		Shed Roof design	Per module	8	$ 1,150.50	$ 9,204.00
2708		Extend front overhang from 5' to 8'	Per module	8	$ 1,021.45	$ 8,171.60
2715		Downspouts - thick walled round pipe	EA	4	$ 1,010.76	$ 4,043.04
	Thermal protection					
	Enhanced pitch roof (>1/4:12), finish material must be selected below					
	Roof finish materials (Standing seam roofs: 26 gauge over 5/8" wood roof deck)					
	GENERAL					
3000		Interior wall, 2x4, standard finish (tack board) (Décor or equal)	Per lf	216	$ 56.61	$ 12,227.76
3003		Interior wall extension from ceiling level to bottom of purlins	Per lf	108	$ 38.04	$ 4,108.32
3007		8x4 porcelain / steel markerboard	EA	(2)	$ 353.44	$ (706.88)
3011		Blocking only, wall mounted accessories, 4x4	Per lf	100	$ 14.45	$ 1,445.00
3016		Fire extinguisher w/wall bracket (51b 3A-40BC)	LF	3	$ 134.91	$ 404.73
	Doors (KD Frames standard)					
3104		Stucco flange welded frames - Adder to 3070 Exterior KD Frame	EA	4	$ 636.43	$ 2,545.72
3105		3070 steel door w/Schlage D95 lever hardware, Norton 7500 door closer	EA	3	$ 2,016.66	$ 6,049.98
3126		Half light, 24x30	EA	4	$ 299.01	$ 1,196.04
	Electrical Options					
3300		125 amp 1-phase panel	EA	3	$ 813.38	$ 2,440.14
	Lights					
3414		Exterior Door Light - LED w/ Photocell - TWS LED	EA	3	$ 318.88	$ 956.64
	Electrical infrastructure					
3502		Duplex receptacle	EA	12	$ 130.66	$ 1,567.92

3506		Dedicated Circuit	EA	4	$ 464.19	$ 1,856.76
3508		4 square box with switch ring and 3/4" conduit stub to attic	EA	6	$ 99.67	$ 598.02
	Electrical Specialty					
	Low voltage items					
	Fire Sprinkler					
3800		Fire Sprinklers - Light Hazard, per sf (attaches to site riser by others)	Per sf	3,456	$ 8.80	$ 30,412.80
	Misc HVAC					
	PLUMBING					
5001		Sink, classroom, SS, w/ bubbler, cold only	EA	4	$ 2,891.41	$ 11,565.64
5203		Hose bib, recessed (wall hydrant)	EA	1	$ 1,316.50	$ 1,316.50
	Toilet partitions					
	Toilet accessories					
	Flooring (all prices per sf unless otherwise noted)					
	Carpet					
	Top set base					
5702		Burke 4" Vinyl - Roll @ 100' lengths	EA	480	$ 5.01	$ 2,404.80
	Tile					
	Walk off mats					
	VCT (Vinyl Composition Tile)					
	Sheet Goods					
	Epoxy flooring					
	Flooring transition					
	CASEWORK					
6523		153 48x34x24 ADA sink base	EA	4	$ 1,313.45	$ 5,253.80
6625		Finished end panels	EA	4	$ 174.60	$ 698.40
					Sub-Total	$ 651,005.15

	OWNER SPECIFIED EQUIPMENT					
1		Interior ClassMate Airdale HVAC w/Pelican stat and Pearl economizer (1) per Classroom	EA	4	$ 33,089.02	$ 132,356.08
2		Custom glazing	EA	11	$ 1,700.00	$ 18,700.00
3		Shaw carpeting per Owner spec	SF	3,456	$ 9.59	$ 33,143.04
4		Marmoleum walk off mat per Owner spec	SF	140	$ 17.23	$ 2,412.20
5		Corian Countertops	EA	4	$ 1,439.72	$ 5,758.88
					Sub-Total	$ 192,370.20

	PROJECT CLOSE OUT ITEMS					
1		Labor to close out site (exterior painting, ceiling tile installation, equipment start-up and testing, light sweep out. Punchlist items)	hour	80	$ 210.00	$ 16,800.00
2		On-Site Labor (plumbing close-out) (assemble plumbing tree, attach fixtures, test connections, water tests)	hour	32	$ 268.00	$ 8,576.00
3		120 ton craning and rigging (8 hour minimum)	hour	8	$ 1,500.00	$ 12,000.00
4		Delivery	floor	8	$ 3,850.00	$ 30,800.00
5		Installation	floor	8	$ 3,400.00	$ 27,200.00
6		Bond		1		$ 6,835.55
7		Estimated Tax (9.375 Morgan Hill @ 40%)		1		$ 31,626.58
					Grand Total	$ 977,213.48

Exhibit B-1

Introductory Letter

581 Division Street, Suite A

Campbell, CA 95008

Tel 408.866.7600

Fax 408.866.7692

State License No. 493666

July 23, 2023

Pacific Charter School Development
66 Franklin Street
Oakland, CA 94607-3728

Attn: Mary Grace Houlihan
Project Director

Re: RFQ/RFP for General Contractor Services
Swenson & Associates' Proposal

Dear Mrs. Houlihan:

Swenson & Associates is pleased to offer the following proposal and statement of qualifications to Pacific Charter School Development for its upcoming Voices Language Academy project in Morgan Hill, California.

- Contractor Name: Swenson & Associates, a California corporation holding CSLB License No. 493666, classifications A, B & ASB.
- Address: 581 Division Street, Suite A, Campbell, CA 95008
- Telephone Number: 408-866-7600.
- E-Mail Address: emurawsky@swensonassociates.com.
- Team Identification: Swenson & Associates (Principal In Charge - Thomas Pond, Cost Estimating – Frank Burrell, Project Manager – Erik Murawsky, Superintendent – John Scalla.
- Summary of Qualifications: Our team has successfully constructed innumerable projects over the last 37 years and completed over $600 million in commercial, educational, and community improvements in the South Bay. Our assembled wealth of experience includes projects with the Morgan Hill Building Department, its inspection requirements and building regulations. We employ an integrated project delivery approach of accurate estimating and good understanding of potential challenges to ensure streamlined project delivery and bring lasting value to clients and their user groups, providing them with spaces they can thrive in.

We live, work, and play in the South Bay and would be honored to construct the new Voices Language. We are delighted and deeply grateful for this opportunity to present our credentials.

Sincerely,

Erik Murawsky

Erik Murawsky
Vice President

EM:me
Encl.

General Engineering and Building Contractor

http://www.swensonassociates.com

1. Firm Background

Swenson & Associates is a locally owned, operated and staffed construction company with a well-earned reputation for integrity and operating competitively/efficiently to the highest professional standards in the industry. We have seamlessly managed fee-based design-build guaranteed maximum price contracts and completed even the most challenging of projects on-time and in-budget. Our team-minded approach has helped us generate goodwill throughout the region's subcontractor community and this support can readily be drawn upon to contribute mightily to the success of the upcoming Voices Language Academy project.

Home Office:

- 581 Division Street, Suite A, Campbell, CA 95008, PH 408-866-7600, FAX 408-866-7692.

Branch Locations:

- None.

Established:

- 4/1/1986

Number of Employees:

- 9

Corporate Officers:

- Frank Burrell, Chief Financial Officer
- Thomas Pond, President
- Erik Murawsky, Vice President

Services:

- Quality/cost controls – budget management
- Design Document Review – completeness & constructability
- Timely project delivery regardless of its size and complexity – project scheduling
- Construction management services – buildings, site work, landscaping
    - Supervision & Subcontractor management
    - Purchasing
    - Engineering & Utility company coordination
    - Traffic & Pedestrian control
    - Permit/inspection coordination
    - Procurement
    - Stormwater Pollution Prevention
    - Safety & Health Protection

Experience:

- Commercial projects –
    - Community School of Music & Arts ($4M)
    - Summit Denali ($14M)
    - Escuela Dual Language Academy ($8M)
- Tenant improvements –
    - Cypress Mountain View TI ($4M)

1. Firm Background

- Applied Materials B88 Office ($4M)
- Electronic and industrial process systems –
  - Applied Materials B78 WMO 300m ($18M)
  - Applied Materials B29 ($15M)
  - VMC Chiller Addition ($3M)
- Institutional projects –
  - ACDS Fisher Event Center ($15M)
  - Saratoga High School Music Building ($13M)
  - Cedar Grove Elementary School ($29M)
  - Evergreen Central Plant ($10M)
  - Daves Avenue School Modernization ($20M)

2. Experience with Similar Projects

Charter School Projects

Swenson & Associates recent Charter School experiences include the following:

Client: Escuela Popular
Project: New Dual Language Academy Campus
Square Footage: 35,000
Date Completed: 8/15/2018
Construction Cost: $8,167,697
References: Owner: Escuela Popular, Attn: Patricia Reguerin, 408-275-7191, patricia@escuelapopular.org. CM: EdDataZone, Attn: Joann Koplin, 310-717-4323, jwkoplin@gmail.com . Architect: Aedis Architects, Attn: Michelle Netzley, 408-300-5145, mnetzley@aedisgroup.com.

Description of Project: The Escuela Popular New Dual Language Academy project involved the installation of 2 two story and 1 single story classroom/office buildings totaling approx. 35,000 SF along with a new parking lot, athletic field and mechanical and electrical utilities.



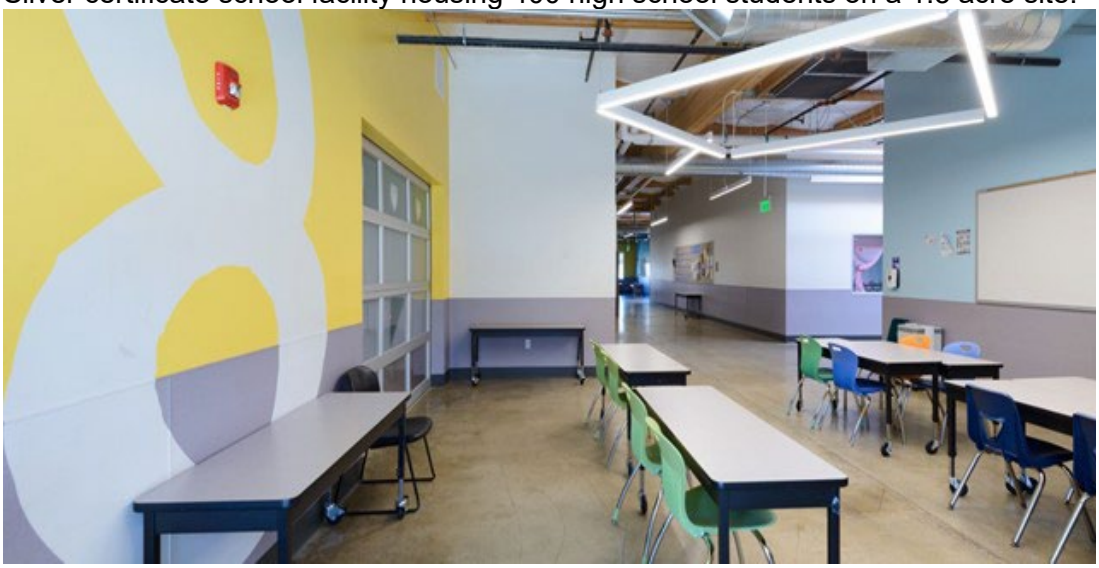
Contract Amount, Change Orders, and Claims: The original contract amount of $8,167,679 was established using a competitive open-book philosophy whereby the Owner, Construction Manager and General Contractor reviewed all subcontractor and vendor bids/quotations and jointly selected those determined to offer the best value.

Changes to the work were administered on a formal written basis and documented in strict accordance with GMP Contract requirements. No unwarranted claims were submitted by any party to the project. Through strategic and careful management, the project was successfully completed for the original contract amount.
Contract Schedule: The project commenced on 7/17/2017 and was completed within the allotted contract time on 8/6/2018 in time for the school to fully occupy the new facilities and conduct Fall classes. Schedule challenges included the offsite manufacture of modular building components, installation of foundations during the wet weather season and maintenance of new electrical service commitments from PG&E.

2. Experience with Similar Projects

Client: Summit Public Schools
Project: Sunnyvale San Aleso High School
Square Footage: 26,000
Date Completed: 8/5/2020
Construction Cost: $13,679,171
References: Owner: Summit Public Schools, Attn: Myron Kong (former Director of Real Estate), 408-522-8200, Myron.kong@sesd.org, Architect: Artik Art & Architecture, Attn: Gayatri Medury, 408-224-9890, gmedury@artika3.com.

Description of Project: Summit Public Schools' newest campus involved the conversion of a 26,000 SF light industrial concrete tilt-up building into a LEED Silver certificate school facility housing 400 high school students on a 1.5 acre site.



Contract Amount, Change Orders, and Claims: Swenson & Associates was engaged early on in the design process to develop realistic budget estimates and scheduling milestones to align the project with Summit's financial and delivery commitments. As with the Escuela Popular project above, strategic and careful management tactics were employed to complete the project within the original contract amount.

Contract Schedule: The project commenced on 5/7/2019 and was completed within the contract time of 8/25/2020. In addition to the normal bumps in the road resulting from unforeseen conditions when performing wholesale renovation work, the COVID-19 shut down occurred during a critical phase of work production. The construction team skillfully took advantage of the essential services nature of the project, immediately instituted strict and safe protocols for the workforce, and brought the project in on-time and on-budget.



2. Experience with Similar Projects

Client: Almaden Country Day School
Project: Fisher Event Center
Square Footage: 16,500
Date Completed: 9/9/2021
Construction Cost: $15,061,475
References: Owner: Almaden Country Day School, Attn: Olaf Jorgenson, 408-997-0424, ojorgenson@almadencountryday.org. Owner's Representative: Steve Huhn, 650-714-3129, sthuhn@outlook.com. Arthitect: Artik Art & Architecture, Attn: Marty Hochroth, 408-224-9890, mhochroth@artika3.com.

Description of Project: The new Fisher Event Center creates a new center of campus for the Almaden Country Day School, a private preschool through 8th grade school. The 16,500sf Event Center incorporates an official high school sized gym with basketball and volleyball courts; a stage with an advanced lighting grid, lighting positions, and audio system; dressing rooms; audience and student restrooms; a servery; and a lobby incorporating a trophy case and art donor tree.

The project also included relocating several modular buildings to provide space for the new building, as well as significant upgrades to utilities to support both this project and future planned projects on the campus.



Contract Amount, Change Orders, and Claims: The original contract amount of $14,864,119 was established through a negotiated bidding process and did not include any contingency, which was held in the Owner's internal budget. Change Orders were approved to address some limited field conditions and program enhancements requested by the Owner.



Contract Schedule: The contract schedule has completion of the project on 9/14/21. However, in order to open the building with one of the school's key home basketball games, our team was able to complete the project one week earlier, allowing for a homecoming celebration in the new building.

2. Experience with Similar Projects

Enviroplex School Projects:

The following are 2 of the recent projects that Swenson & Associates has constructed with Enviroplex:

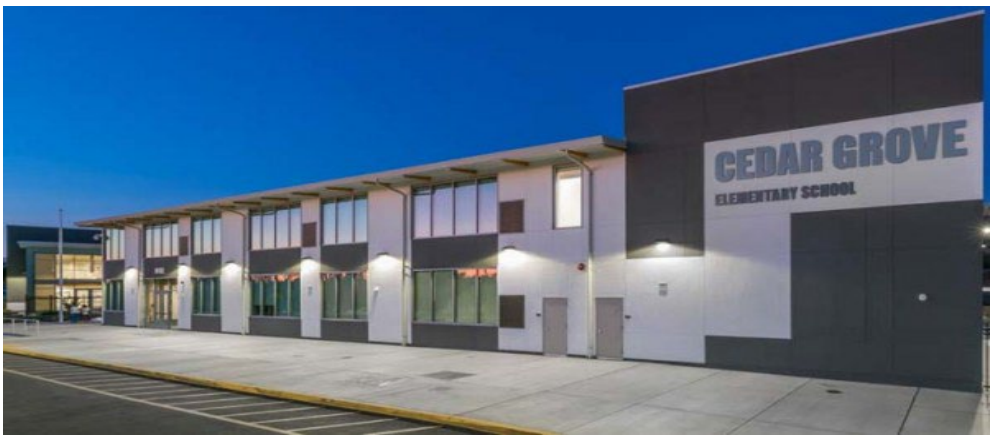
Client: German International School of Silicon Valley
Project: New Modular Classrooms, Science Rooms & Play Area
Square Footage: 10,080
Date Completed: 8/7/2018
Construction Cost: $2,547,157
References: Owner: German International School of Silicon Valley, Attn: Bruce Fielding, 415-519-8200, fieldingbruce@gmail.com. Architect: Artik Art & Architecture, Attn: William Gould, 408-224-989, bgould@artika3.com.

Client: Alpha Public Schools
Project: Alpha – Jose Hernandez Enviroplex Classroom Additions 2016, 2021 & 2022
Square Footage: 10,560
Dates Completed: 8/18/2016, 7/30/2021, 8/5/2022
Construction Cost: $1,519,328
References: Owner: Alpha Public Schools, Attn: Chris Kang, 408-357-4333, ckang@alphapublicschools.org. Architect: Artik Art & Architecture, Attn: William Gould, 408-224-9890, bgould@artika3.com.

Similar Projects with Tight Timeline

These projects shared similarities with the Voices project and involved demanding schedules:

Client: Evergreen School District
Project: Cedar Grove Elementary School
Square Footage: 49,798
Date Completed: 11/20/2017
Construction Cost: $29,357,792
References: Owner: Evergreen School District, Attn: Victoria Knutson, 408-270-6846, vknutson@eesd.org, Architect: Aedis Architects, Attn: Tricia Tanimura, 248-628-7075, ttanimura@aedisarchitects.com.



2. Experience with Similar Projects

Timeline Demands: The Cedar Grove Elementary project involved the installation of 2 new component building classroom wings, 1 new modular kindergarten building, renovation of an existing administration building, and extensive sitework and utility improvements. The project commenced on 6/10/2016 and was completed well within the contract time on 11/20/2017. The foremost schedule challenge was posed by one of the wettest Winters in recent memory wreaking havoc upon the deliver, installation and protection of building components. Nevertheless, persistence and diligent adherence to recovery schedules ultimately garnered timely building delivery. Other schedule concerns involved lumber delivery backlogs and shipping delays. Team building strategies again minimized these impacts.

Client: Community School of Music and Arts
Project: Finn Center
Square Footage: 3,350
Date Completed: 7/30/2021
Construction Cost: $4,428,212
References: Owner: Community School of Music & Arts, Attn: Vickie Grove, 650-917-6800, vsgrove@arts4all.org. Architect: Artik Art & Architecture, Attn: Marty Hochroth, 4408-224-9890, mhochroth@artika3.com.



Timeline Demands. As a result of unexpected delays from the City of Mountain View Building Department's review/permitting process, the contract schedule had us completing the project on 9/15/2021 which interfered with the start of Fall classes. However, with great emphasis given to the timely acquisition of construction materials/equipment, aggressive management of subcontractor labor resources, and strict enforcement of safety protocols (including COVID-19 preventative measures), the project was completed six weeks early. This effort gave CSMA time to furnish and start up the new spaces in time for the beginning of their fall class schedule.

Client: Los Gatos Saratoga Union High School District
Project: Saratoga High School Music Building
Square Footage: 25,000
Date Completed: 7/15/2017
Construction Cost: $13,486,896
References: Owner: Los Gatos Saratoga Union High School District, Attn: Bill Sanderson, 408-354-6401, bsanderson@lgsuhsd.org. Architect: Aedis Architects, Attn: Pascal Najem, 408-300-5160, pnajem@aedisgroup.com.

2. Experience with Similar Projects



Timeline Demands: This project involved a 25,000 two story steel framed structure with large sheer wall elements integrated into the structural foundation. Construction started in April, 2016 with a completion date of 7/15/2017. Despite one of the wettest winters experienced in years, Swenson & Associates was able to deliver the project within the Contract Time period by using a variety of measures: (1) expedited approval of all building authority approvals, (2) aggressive management of long-lead time material acquisition, (3) site and building weather protection, (4) trade stacking, and (5) continuity of site management personnel.

3. Key Personnel

Employees Assigned to Voices Language Academy Project

- Principal in Charge: Thomas Pond
- Cost Estimator: Frank Burrell
- Project Manager: Erik Murawsky
- Superintendent: John Scalla

(see Resumes attached)

References

Thomas Pond

Past Project: Escuela Popular Dual Language Academy
Role: Principal in Charge
Square Footage: 35,000
Date Completed: 8/15/2018
Construction Cost: $8,167,697
References: Owner: Escuela Popular, Attn: Patricia Reguerin, 408-275-7191, patricia@escuelapopular.org. CM: EdDataZone, Attn: Joann Koplin, 310-717-4323, jwkoplin@gmail.com . Architect: Aedis Architects, Attn: Michelle Netzley, 408-300-5145, mnetzley@aedisgroup.com.

Past Project: Almaden Country Day School Fisher Event Center
Role: Principal in Charge
Square Footage: 16,500
Date Completed: 9/9/2021
Construction Cost: $15,061,475
References: Owner: Almaden Country Day School, Attn: Olaf Jorgenson, 408-997-0424, ojorgenson@almadencountryday.org. Owner's Representative: Steve Huhn, 650-714-3129, sthuhn@outlook.com. Arthitect: Artik Art & Architecture, Attn: Marty Hochroth, 408-224-9890, mhochroth@artika3.com.

Current Project: ACDS Multipurpose Building Renovation
Role: Principal in Charge
Square Footage: 3,500
Projected Completion Date: 8/15/2023
Construction Cost: $3,102,121
References: Owner: Almaden Country Day School, Attn: Olaf Jorgenson, 408-997-0424, ojorgenson@almadencountryday.org. Owner's Representative: Steve Huhn, 650-714-3129, sthuhn@outlook.com. Arthitect: Artik Art & Architecture, Attn: Marty Hochroth, 408-224-9890, mhochroth@artika3.com.

Frank Burrell

Past Project: Cedar Grove Elementary School
Role: Cost Estimator
Square Footage: 49,798
Date Completed: 11/20/2017
Construction Cost: $29,357,792

3. Key Personnel

References: Owner: Evergreen School District, Attn: Victoria Knutson, 408-270-6846, vknutson@eesd.org, Architect: Aedis Architects, Attn: Tricia Tanimura, 248-628-7075, ttanimura@aedisarchitects.com.

Past Project: CSMA Finn Center
Role: Cost Estimator
Square Footage: 3,350
Date Completed: 7/30/2021
Construction Cost: $4,428,212
References: Owner: Community School of Music & Arts, Attn: Vickie Grove, 650-917-6800, vsgrove@arts4all.org. Architect: Artik Art & Architecture, Attn: Marty Hochroth, 4408-224-9890, mhochroth@artika3.com.

Current Project: Villa Montalvo Pavilion Building (Pending)
Role: Cost Estimator
Square Footage: 7,600
Projected Completion Date: 1/30/2026
Construction Cost: (Pending)
References: Owner: Montalvo Arts Center, Attn: Kelly Hudson, 408-961-5801, khudson@montalvoarts.org. Architect: Artik Art & Architecture, Attn: William Gould, 408-224-9890, bgould@artika3.com.

Erik Murawsky

Past Project: Summit San Aleso High School
Role: Project Manager
Square Footage: 26,000
Date Completed: 8/5/2020
Construction Cost: $13,679,171
References: Owner: Summit Public Schools, Attn: Myron Kong (former Director of Real Estate), 408-522-8200, Myron.kong@sesd.org. Architect: Artik Art & Architecture, Attn: Gayatri Medury, 408-224-9890, gmedury@artika3.com.

Past Project: Cedar Grove Elementary School
Role: Project Manager
Square Footage: 49,798
Date Completed: 11/20/2017
Construction Cost: $29,357,792
References: Owner: Evergreen School District, Attn: Victoria Knutson, 408-270-6846, vknutson@eesd.org, Architect: Aedis Architects, Attn: Tricia Tanimura, 248-628-7075, ttanimura@aedisarchitects.com.

Current Project: Rocketship Schools 2023 Capital Improvements
Role: Project Manager
Square Footage: Varies by Site
Projected Completion Date: 8/11/2023
Construction Cost: $860,740
References: Owner: Launchpad Development, Attn: Charlene Martins, 408-398-5923, cmartins@rsed.org.

3. Key Personnel

John Scalla

Project: Saratoga High School Music Building
Role: Superintendent
Square Footage: 25,000
Date Completed: 7/15/2017
Construction Cost: $13,486,896
References: Owner: Los Gatos Saratoga Union High School District, Attn: Bill Sanderson, 408-354-6401, bsanderson@lgsuhsd.org. Architect: Aedis Architects, Attn: Pascal Najem, 408-300-5160, pnajem@aedisgroup.com.

Project: Summit San Aleso High School
Role: Superintendent
Square Footage: 26,000
Date Completed: 8/5/2020
Construction Cost: $13,679,171
References: Owner: Summit Public Schools, Attn: Myron Kong (former Director of Real Estate), 408-522-8200, Myron.kong@sesd.org, Architect: Artik Art & Architecture, Attn: Gayatri Medury, 408-224-9890, gmedury@artika3.com.

Current Project: Rocketship Schools 2023 Capital Improvements
Role: Superintendent
Square Footage: Varies by Site
Projected Completion Date: 8/11/2023
Construction Cost: $860,740
References: Owner: Launchpad Development, Attn: Charlene Martins, 408-398-5923, cmartins@rsed.org.

RESUMES



THOMAS J. POND
PRESIDENT / PROJECT DIRECTOR, SWENSON & ASSOCIATES

Mr. Pond was appointed as the President of Swenson & Associates on January 1, 1987. Since then, he has supervised the successful completion of more than $400,000,000 in construction improvements. The projects range from educational facility renovation and new construction to commercial building structures, tenant improvements, and electrical/industrial process systems. Under Mr. Pond's guidance Swenson & Associates has matured into one of the leading building improvement forces in the Silicon Valley. The Company has garnered a well-earned reputation for operating competitively, efficiently and for performing to the highest professional standards in the industry. Mr. Pond is well versed in the many disciplines which are necessary to the successful management of construction improvements, including business administration, MIS, legal, estimating, CPM scheduling, LEED, quality control, labor relations, and accident prevention.

PROJECT EXPERIENCE

Community School of Music and Arts (CSMA)*
3,350sf addition to the original Finn Center built in 2001, providing four music classrooms, a preschool room, and an Ensemble Room for small musical performances. (Design-build)

Almaden Country Day School (ACDS)*
New 16,500sf Event Center including a gymnasium; stage with advanced lighting and audio system; dressing rooms; audience and student restrooms; a servery; and a lobby incorporating a trophy case and art donor tree. (Design-build)

Summit Public Schools*
Summit Denali, the adaptive reuse of an existing 25,590sf light industrial concrete tilt-up building into a LEED Silver certifiable school facility housing 400 high school students. (Design-build)

Applied Materials*
Buildings 3, 8, 78, 81, 88 & 90; combined $80,000,000 new and renovated clean rooms and offices in existing Santa Clara manufacturing facilities.

$400,000,000 in new and renovated facilities*
Los Gatos, Evergreen, Berryessa, Cupertino, Union, Cambrian, McKinley, Sunnyvale, San Jose Unified, Mountain View Los Altos, Berryessa, and Oak Grove School Districts; Charter Schools including Almaden Country Day School, Summit Public Schools, Escuela Popular and KIPP.

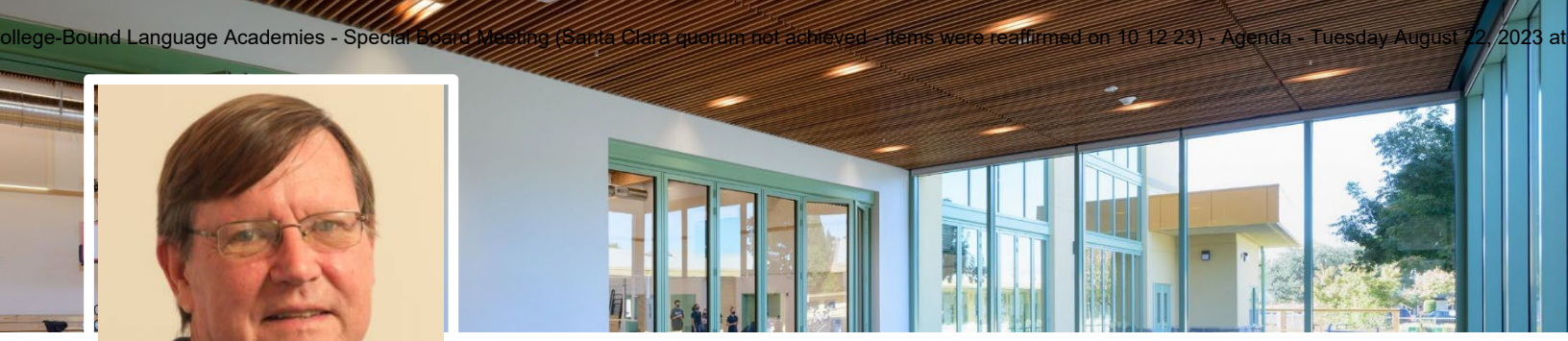
$25,000,00 in various institutional projects*
Local civic improvements

$40,000,000 in private commercial projects*
New building and related site improvements

QUALIFICATIONS

Education
San Jose State University, San Jose, California University of California, Davis, California McGeorge School of Law University of the Pacific, Juris Doctorate

Prior Professional Experience CARL N. SWENSON CO., INC. 1980 to 1986
Following assignments as a laborer and apprentice carpenter, Mr. Pond was employed on a full-time basis by Carl N. Swenson Co., Inc. in 1980. He served with the estimating, construction management and real estate development departments and was eventually appointed as the firm's General Counsel in 1983. Carl N. Swenson Co., Inc. is credited with being a primary contributor to the high profile image that now defines Silicon Valley and Mr. Pond has exercised great care to preserve the long established tradition of quality craftsmanship, unquestioned integrity and professionalism.



Mr. Burrell has acted as the Chief Financial Officer and Managing Partner of Swenson & Associates since January 1, 1987. In this capacity he has successfully overseen the fiscal responsibilities of the Company as well as spearheading its construction estimating department and related purchasing/quality/cost control endeavors. Mr. Burrell has developed a wealth of experience in pre-construction, design build/assist, and value engineering services. These talents have allowed Mr. Burrell to assemble countless projects where the scope of work is well defined, design goals seamlessly achieved, and financial objectives secured.

PROJECT EXPERIENCE

Community School of Music and Arts (CSMA)*
3,350sf addition to the original Finn Center built in 2001, providing four music classrooms, a preschool room, and an Ensemble Room for small musical performances. (Design-build)

Almaden Country Day School (ACDS)*
New 16,500sf Event Center including a gymnasium; stage with advanced lighting and audio system; dressing rooms; audience and student restrooms; a servery; and a lobby incorporating a trophy case and art donor tree. (Design-build)

Summit Public Schools*
Summit Denali, The adaptive reuse of an existing 25,590 SF light industrial concrete tilt-up building into a LEED Silver certifiable school facility housing 400 high school students. (Design-build)

Evergreen School District*
Cedar Grove ES Building Additions and Campus Upgrades ($29.3 million)

East Side Union High School District*
Oak Grove High School Science Building: Complete interior demolition and reconstruction of an existing 15,000 SF Science Building including extensive under- ground plumbing to new labs, new roof and electrical and mechanical systems.

San Jose Evergreen Valley Community College Dist*
San Jose City College Cosmetology/Reprographics Conversion – Renovation of existing 2 story classroom building ($10 million).

Los Gatos Union School District*
Daves Avenue Elementary School Modernization renovation of 5 existing classroom buildings, construction of 3 new buildings with complete infrastructure replacement ($19.42 million)

Applied Global University*
100,000 SF classroom building, including 25,000 SF technical training facility and fit-up of 17 different chip manufacturing tools ($13.9 million)

Educational projects for various school districts*
Berryessa School District, Campbell School District, Los Gatos Union School District, Los Gatos Saratoga High School District, Campbell Union High School District, Metropolitan Education District, Sunnyvale School District, and Cupertino School District.

Applied Materials*
Buildings 88 & 90 Tenant Improvements and Structural Upgrades, $6.2 million, Santa Clara, California.
Buildings 1, 2, 5, 7, 8, 9, and 29 with over $85 million of work completed since 1994, including class- rooms, offices and clean rooms.

QUALIFICATIONS

Education
Bachelor of Economics
University of California, San Diego, CA University of California, Santa Cruz, CA

Prior Professional Experience
CARL N. SWENSON CO., INC. 1979 to 1986
Mr. Burrell Joined Carl N. Swenson Co., Inc. as an estimator and construction manager after his graduation from college in 1979. He was an on-site construction manager for many projects, including work at: Lockheed Missiles & Space Co.; San Jose Mercury News; FMC Corp.; Fairchild Corporation; & Varian.
Later, Mr. Burrell was the manager of the company's tenant improvement department for two (2) years.



Mr. Murawsky joined Swenson & Associates on May 1, 2000 as a Project Engineer. Since Mr. Murawsky skillfully advanced to a Senior Project Manager and VP position in charge of commercial and institutional projects with the "client first" maxim at the heart of Swenson & Associates' services. Mr. Murawsky has long-established relationships with a qualified and competitive group of subcontractors to support projects of all shapes and sizes. In addition, Mr. Murawsky has worked closely with the team at Artik Art & Architecture on numerous projects seamlessly managing design/build, cost and schedule considerations.

PROJECT EXPERIENCE

Community School of Music and Arts (CSMA)*
3,350sf addition to the original Finn Center built in 2001, providing four music classrooms, a preschool room, and an Ensemble Room for small musical performances. (Design-build)

Summit Public Schools*
Summit Denali, The adaptive reuse of an existing 25,590 SF light industrial concrete tilt-up building into a LEED Silver certifiable school facility housing 400 high school students. (Design-build)

Rocketship Education*
Summer Improvements 2015 through 2022 ($5 million)

Moreland School District*
Old Easterbrook Elementary Modernizations, ($4.3 million)

German International School of Silicon Valley*
Sitework & Modular Additions ($2.6 million)

Los Gatos - Saratoga Joint Union High School Dist*
Saratoga High School: Stadium Entry/Sports Plaza ($1.1million)

Evergreen School District*
Cedar Grove ES Building Additions and Campus Upgrades ($29.3 million)

City of Milpitas*
Milpitas Senior Center ($7.8 Million)

Franklin-McKinley School District*
Hellyer Elementary School Modernization ($4.3 million)

Applied Materials*
Building 6 Tenant Improvements ($1.1 million)

Evergreen School District*
Leyva Middle School Tech Campus ($3.1 million)

Los Gatos Union School District*
Daves Avenue Elementary School Modernization ($19.42 million)
Louise Van Meter Elementary School Modernization ($8 million)

San Jose Evergreen Valley Community College Dist*
San Jose/Evergreen Community College Portables Modernization ($1 million)
San Jose City College Cosmetology/Reprographics Conversion – assistant project manager ($10 million)

Berryessa Union School District*
Sierramont Middle School (2.8 million)

QUALIFICATIONS

Education

Business Management
Cabrillo College
Professional Development
San Jose State University
Construction Project Management Certification

Prior Professional Experience
Outside Sales Manager
Stationery Outlook, Santa Cruz, CA
1997 – 2000 Nob Hill Foods – Santa Cruz, CA 1990 – 1997





JOHN SCALLA
SUPERINTENDENT, SWENSON & ASSOCIATES

Mr. Scalla began his career as a carpenter and has acted as a Superintendent for Swenson & Associates since the inception of the Company. In addition to constructing a wide variety of commercial and institutional projects in the South Bay Area, Mr. Scalla is particularly adept at pre-construction design "buildability" drawing evaluation and consultation. These efforts not only result in a better set of documents, but also remove contingencies and ambiguities from the construction process.

PROJECT EXPERIENCE

Community School of Music and Arts (CSMA)*
3,350sf addition to the original Finn Center built in 2001, providing four music classrooms, a preschool room, and an Ensemble Room for small musical performances. (Design-build)

Summit Public Schools*
Summit Denali, the adaptive reuse of an existing 25,590sf light industrial concrete tilt-up building into a LEED Silver certifiable school facility housing 400 high school students. (Design-build)

Los Gatos- Saratoga Union High School District*
Saratoga High School new Music Building and Cafeteria Modernization ($13.4 million).
Stadium Entry/Sports Plaza ($1.1 million).

San Jose Evergreen Community College District*
Cosmetology/Reprographics Conversion ($10 million).
Gullo Student Center Renovation ($4.8 million).

Applied Materials*
Building 78 WMO Manufacturing cleanroom ($17.6 million).
Building 8 WMO Re-Scope cleanroom and utility upgrades ($3.5 milion).
Building 7 300mm RTP Laboratory ($4.3 million).

City of Milpitas*
New Senior Center ($7.8 million).

Campbell Union High School District*
Westmont & Del Mar Cafeteria Modernizations ($2.8 million).

QUALIFICATIONS

Education
West Valley College

Safety Director
Mr. Scalla has acted as Swenson & Associates' Safety Director since 1986. He has completed the OSHA Compliance and Workplace Safety Courses and maintains the Company's Injury and Illness Protection Program. Mr. Scalla attends on-going workplace safety refresher courses sponsored by Travelers Insurance Company on a regular basis and disseminates this information to the Company's interested supervisors and employees. Thanks to Mr. Scalla's leadership the Company's workers compensation experience modification rate has remained below 80% for the past 25 years.

Prior Professional Experience
Carl N. Swenson Co., Inc., 1982 to 1986
Shapell Industries, 1979 to 1982
Carpenter – custom homes and apartment complexes
Painter – residential work
IBM – work experience program – file server facility

4. Financial Statement

See Swenson & Associates 2022 Financial Statement attached at the end of this Proposal.

5. Other Projects

Other Swenson & Associates projects.

Current Project: ACDS Multipurpose Building Renovation
Square Footage: 3,500
Projected Completion Date: 8/15/2023
Construction Cost: $3,102,121
Bonded: No

Current Project: Rocketship Schools 2023 Capital Improvements
Square Footage: Varies by Site
Projected Completion Date: 8/11/2023
Construction Cost: $860,740
Bonded: No

Current Project: KIPP Navigate at Mt. Pleasant HS
Square Footage: 1,920
Projected Completion Date: 7/28/2023
Construction Cost: $123,953
Bonded: No

Current Project: St. Lukes Mitchell Education Building
Square Footage: 9,000
Projected Completion Date: 4/1/2024
Construction Cost: $3,558,111
Bonded: No

Bonding Capacity.

Swenson & Associates' current bonding capacity is $25,000,000 for a single job and $35,000,000 aggregate for all projects. All of the Company's bonding capacity is currently available for future projects.

6. Proposal for Construction Services & General Conditions

Our Proposal is as follows:

Construction Services	$5,665,949
General Conditions	$685,744
Insurance	$76,220
Overhead & Profit	$385,675
Performance & Payment Bond	$68,136
Total	$6,881,724

Alternate Pricing:

1. Cathodic Protection design, engineering, installation & testing. Add $40,000 Allowance.
2. Traffic Control Plan & Traffic Control. Add $40,000 Allowance.
3. Design, Build & Install Trash Enclosure grease trap and piping per Civil sheet 13, detail A. Add $30,000 Allowance.
4. Relocate and reset water meter and utility boxes, if necessary, per Civil sheet 4, notes 10 & 11, sheet 3 R9, and sheet 5, note 10. Add $15,000 Allowance.
5. Cut in "T" and valve at City water line connection if hot-tap not allowed by City of Morgan Hill. Add $23,460 for each connection.
6. Exploration and any removal and re-compaction of the B-4 area discussed in the Soils Report to the direction and observation of the Soils Engineer to be completed on a time & material basis. Add $7,500 Allowance.
7. Vehicular Gate Operator at Cosmo Entrance: $59,825.
8. InterMountain Electric Material Escalation Allowance: $28,000.
9. Gate Operation "Buzz-in" Feature at Cosmo Pedestrian Gate: $14,500 Allow.

Clarifications:

Contract terms subject to mutual agreement.
Site water by City meter and billed separately to Owner.
Existing temporary power to remain. PG&E cost billed separately to Owner.

Exclusions:

Costs of Permits and Fees
Construction Contingency
Builder Risk Insurance
Overtime
OFCI items
Costs associated with contaminated soil, water and/or vapor
Hazmat Abatement
Transite pipe handling or removal
Cap or removal of existing underground utilities
Soil profiling or testing
Recycled water for construction
Dewatering, site weather protection or lime treatment
Security guard, watchman or camera system
On site fire protection facilities during construction

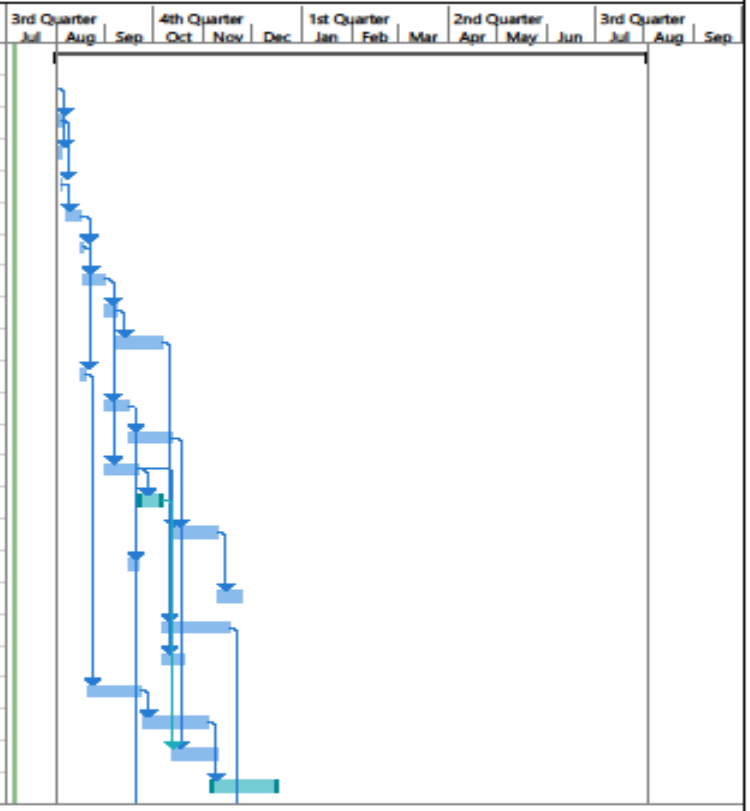
6. Proposal for Construction Services & General Conditions

Importing topsoil
Hydroseeding or temporary mulching
Bioswales
Arborist or reports
Landscape/Irrigation audit
Card readers, key pads and access control system
CEQA required noise, dust or pollution control measures
Keying
Fire sprinkler design, drawings or submittal
Fire Riser cages
Drywells or connections to condensate
Drinking fountains
Graffiti resistant coatings
Kitchen equipment or residential appliances
Any work to the Monterey Road Median
Automation of gates
Any work (except for electrical) shown on Enviroplex Drawings
Handrails, ramps or thresholds at Enviroplex buildings
Concrete slab and acrylic surfacer at play structure
HVAC controls or energy management systems
Purchase of playground material and transportation to site
Painting lunch shelter
Site Retaining Wall per structural drawings S601, detail 14

7. Construction Schedule

Voices Morgan Hill
Preliminary Schedule for Review
7/14/2023

ID	Task Mode	Task Name	Duration	Start	Finish
1		**Voices Morgan Hill**	**264 days**	**Tue 8/1/23**	**Fri 8/2/24**
2		Mobilization	1 day	Tue 8/1/23	Tue 8/1/23
3		Site Clearing	2 days	Wed 8/2/23	Thu 8/3/23
4		Remove Tree/Roots	2 days	Wed 8/2/23	Thu 8/3/23
5		Survey for Rough Grade	1 day	Fri 8/4/23	Fri 8/4/23
6		Rough Grading	8 days	Mon 8/7/23	Wed 8/16/23
7		Survey for Building Pads	1 day	Thu 8/17/23	Thu 8/17/23
8		Grade Building Pads/Curbs/Walls	2 wks	Fri 8/18/23	Thu 8/31/23
9		Fence Posts @ Perimeter Curbs	1 wk	Fri 9/1/23	Thu 9/7/23
10		Concrete @ Perimeter Curbs	4 wks	Fri 9/8/23	Thu 10/5/23
11		Underground Utilities Layout	2 days	Thu 8/17/23	Fri 8/18/23
12		New Storm System @ Bldgs	2 wks	Fri 9/1/23	Thu 9/14/23
13		Water/Sanitary Sewer System	4 wks	Fri 9/15/23	Thu 10/12/23
14		Fire Service	3 wks	Fri 9/1/23	Thu 9/21/23
15		Complete Storm System Work	2 wks	Fri 9/22/23	Thu 10/5/23
16		New Perf Pipe Drainage System	4 wks	Fri 10/13/23	Thu 11/9/23
17		Irrigation Sleeves	1 wk	Fri 9/15/23	Thu 9/21/23
18		Baserock at Main Roadway	2 wks	Fri 11/10/23	Thu 11/23/23
19		New Trash Enclosure Concrete	6 wks	Fri 10/6/23	Thu 11/16/23
20		Electrical Enclosure Concrete	2 wks	Fri 10/6/23	Thu 10/19/23
21		Electrical Underground Onsite	5 wks	Mon 8/21/23	Fri 9/22/23
22		PGE Underground Offsite Work	6 wks	Mon 9/25/23	Fri 11/3/23
23		Offsite Water/Storm/SS	4 wks	Fri 10/13/23	Thu 11/9/23
24		Offsite Grading/Concrete Work	6 wks	Mon 11/6/23	Fri 12/15/23



Project: Voices Morgan Hill
Date: Fri 7/14/2023

Task
Split
Milestone
Summary
Project Summary
Inactive Task
Inactive Milestone
Inactive Summary
Manual Task
Duration-only
Manual Summary Rollup
Manual Summary
Start-only
Finish-only
External Tasks
External Milestone
Deadline
Progress
Manual Progress

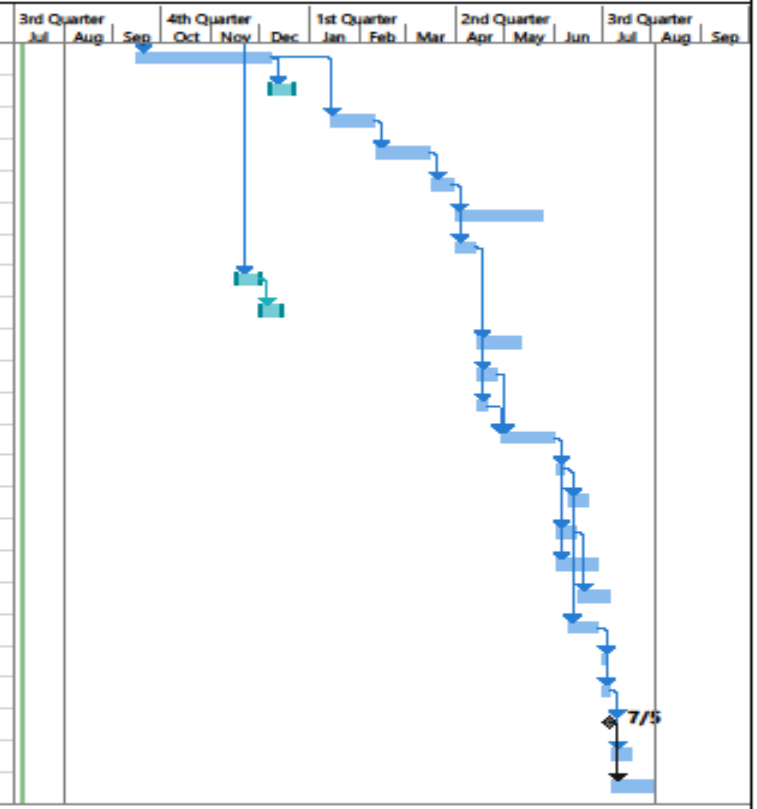
General Contractor: Swenson & Associates
Page 1
Designer: K2A Architecture

Powered by BoardOnTrack

7. Construction Schedule

Voices Morgan Hill
Preliminary Schedule for Review
7/14/2023

ID	Task Mode	Task Name	Duration	Start	Finish
25		Building Foundations	12 wks	Fri 9/15/23	Thu 12/7/23
26		Finish Grade around Buildings	2 wks	Fri 12/8/23	Thu 12/21/23
27		New Buildings Set/Welded	4 wks	Mon 1/15/24	Fri 2/9/24
28		Stucco at Buildings	5 wks	Mon 2/12/24	Fri 3/15/24
29		Tie in Utilities to Buildings	2 wks	Mon 3/18/24	Fri 3/29/24
30		Low Voltage/FA in Buildings	8 wks	Mon 4/1/24	Fri 5/24/24
31		Final Grading for Sitework	2 wks	Mon 4/1/24	Fri 4/12/24
32		Trash Enclosure Masonry	2 wks	Fri 11/17/23	Thu 11/30/23
33		Trash Enclosure Steel/Roofing	2 wks	Fri 12/1/23	Thu 12/14/23
34		Lunch Shelter Work	4 wks	Mon 4/15/24	Fri 5/10/24
35		Fence Posts	2 wks	Mon 4/15/24	Fri 4/26/24
36		Steel Framing Work	1 wk	Mon 4/15/24	Fri 4/19/24
37		Site Concrete Work	5 wks	Mon 4/29/24	Fri 5/31/24
38		AC Paving Work	1 wk	Mon 6/3/24	Fri 6/7/24
39		New Fencing	2 wks	Mon 6/10/24	Fri 6/21/24
40		Playground Equipment	2 wks	Mon 6/3/24	Fri 6/14/24
41		New Pavers	4 wks	Mon 6/3/24	Fri 6/28/24
42		Site Furnishings	3 wks	Mon 6/17/24	Fri 7/5/24
43		Landscaping Work	3 wks	Mon 6/10/24	Fri 6/28/24
44		Final Cleanup	2 days	Mon 7/1/24	Tue 7/2/24
45		Final Inspections	1 wk	Mon 7/1/24	Fri 7/5/24
46		Owner Move In	0 days	Fri 7/5/24	Fri 7/5/24
47		Punchlist Walk/ Work	2 wks	Mon 7/8/24	Fri 7/19/24
48		Project Closeout	20 days	Mon 7/8/24	Fri 8/2/24



Project: Voices Morgan Hill
Date: Fri 7/14/2023

Task
Split
Milestone
Summary
Project Summary
Inactive Task
Inactive Milestone
Inactive Summary
Manual Task
Duration-only
Manual Summary Rollup
Manual Summary
Start-only
Finish-only
External Tasks
External Milestone
Deadline
Progress
Manual Progress

General Contractor: Swenson & Associates
Page 2
Designer: K2A Architecture

Powered by BoardOnTrack

Swenson & Associates

Financial Statements
and
Supplementary Information

For the Years Ended
December 31, 2022 and 2021



Swenson & Associates
Table of Contents

December 31, 2022 and 2021

	Page No.
Independent Accountants' Review Report	1-2
Financial Statements:	
Balance Sheets	3
Statements of Operations and Retained Earnings	4
Statements of Comprehensive Income	5
Statements of Cash Flows	6
Notes to Financial Statements	7-17
Supplementary Information:	
Schedules of Construction Costs	18
Schedules of General and Administrative Expenses	19
Schedule of Earnings from Contracts	20
Schedule of Contracts in Progress	21
Schedule of Completed Contracts	22

WHEELER

Independent Accountants' Review Report

To the Board of Directors and Shareholders
Swenson & Associates
Campbell, CA

We have reviewed the accompanying financial statements of Swenson & Associates (a California S Corporation), which comprise the Balance Sheets as of December 31, 2022 and 2021, and the related Statements of Operations and Retained Earnings, and Cash Flows for the years ended, and the related notes to the financial statements. A review includes primarily applying analytical procedures to management's financial data and making inquiries of company management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the financial statements as a whole. Accordingly, we do not express such an opinion.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of the financial statements that are free from material misstatement whether due to fraud or error.

Accountant's Responsibility

Our responsibility is to conduct the review engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. Those standards require us to perform procedures to obtain limited assurance as a basis for reporting whether we are aware of any material modifications that should be made to the financial statements for them to be in accordance with accounting principles generally accepted in the United States of America. We believe that the results of our procedures provide a reasonable basis for our conclusion. We are required to be independent of Swenson & Associates and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements related to our review.

Accountants' Conclusion

Based on our review, we are not aware of any material modifications that should be made to the accompanying financial statement for it to be in accordance with accounting principles generally accepted in the United States of America.

1475 SARATOGA AVE, STE 100 | SAN JOSE, CA 95129 | (408) 252-1800
17 ASPEN WAY | WATSONVILLE, CA 95076 | (831) 726-8500
WHEELERCPA.COM

WHEELER

Supplementary Information

The supplementary information included in Schedules of Construction Costs, Schedules of General and Administrative Expenses, Schedule of Earnings from Contracts, Schedule of Contracts in Progress and Schedule of Completed Contracts is presented for purposes of additional analysis and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from, and relates directly to, the underlying accounting and other records used to prepare the financial statements. The supplementary information has been subjected to the review procedures applied in our review of the basic financial statements. We are not aware of any material modifications that should be made to the supplementary information. We have not audited the supplementary information and do not express an opinion on such information.

Wheeler Accountants LLP

San Jose, CA
April 4, 2023

1475 SARATOGA AVE, STE 100 | SAN JOSE, CA 95129 | (408) 252-1800
17 ASPEN WAY | WATSONVILLE, CA 95076 | (831) 726-8500
WHEELERCPA.COM

Swenson & Associates
Balance Sheets

December 31, 2022 and 2021

	2022	2021
ASSETS		
Current assets		
Cash and cash equivalents	$ 2,080,220	$ 3,801,208
Contract receivables, net	672,540	36,864
Other receivables	10,545	10,426
Contract assets	240,944	85,442
Marketable securities	251,892	307,635
Prepaid income taxes	-	12,462
Total current assets	3,256,141	4,254,037
Property and equipment, net	136,091	93,375
Right-of-use assets	165,287	-
Total assets	$ 3,557,519	$ 4,347,412
LIABILITIES AND SHAREHOLDERS' EQUITY		
Current liabilities		
Accounts payable	$ 845,834	$ 709,116
Accrued liabilities	41,356	43,265
Contract liabilities	598,522	1,100,968
Current portion of lease liability	43,768	-
Warranty reserve	45,872	16,668
Total current liabilities	1,575,352	1,870,017
Lease liability, less current portion	125,348	-
Total liabilities	1,700,700	1,870,017
Shareholders' equity		
Common stock, no par value 100,000 shares authorized; 200 shares issued and outstanding	2,000	2,000
Additional paid-in capital	48,000	48,000
Retained earnings	1,764,877	2,344,649
Accumulated other comprehensive income	41,942	82,746
Total shareholders' equity	1,856,819	2,477,395
Total liabilities and shareholders' equity	$ 3,557,519	$ 4,347,412

See independent accountants' review report and accompanying notes to the financial statements.

Swenson & Associates
Statements of Operations and Retained Earnings

For the Years Ended December 31, 2022 and 2021

	2022	2021
Revenue	$ 9,883,540	$ 15,468,361
Construction costs	(7,947,415)	(13,235,083)
Gross profit	1,936,125	2,233,278
General and administrative expenses	(643,912)	(550,515)
Income from operations	1,292,213	1,682,763
Other income and expenses		
Dividend income	6,251	-
Interest income	5,839	6,169
(Loss) gain on sale of marketable securities	(17,998)	6,751
Other income	133	45,764
Income before provision for income taxes	1,286,438	1,741,447
Provision for income taxes	(35,210)	(26,569)
Net income	1,251,228	1,714,878
Retained earnings, beginning of year	2,344,649	3,354,130
Shareholder's distributions	(1,831,000)	(2,724,359)
Retained earnings, end of year	$ 1,764,877	$ 2,344,649

See independent accountants' review report and accompanying notes to the financial statements.

Swenson & Associates
Statements of Comprehensive Income

For the Years Ended December 31, 2022 and 2021

	2022	2021
Net income	$ 1,251,228	$ 1,714,878
Other comprehensive income:		
Unrealized (loss) gain on marketable securities	(40,804)	29,786
Comprehensive income	$ 1,210,424	$ 1,744,664

See independent accountants' review report and accompanying notes to the financial statements.

Swenson & Associates
Statements of Cash Flows

For the Years Ended December 31, 2022 and 2021

	2022	2021
CASH FLOWS FROM OPERATING ACTIVITIES		
Net income	$ 1,251,228	$ 1,714,878
Adjustments to reconcile change in net cash provided by (used in) operating activities		
(Gain) on disposal of fixed assets	(24,271)	-
Realized loss (gain) on sale of investments	17,998	(6,751)
Depreciation and amortization	68,279	11,959
(Increase) decrease in operating assets:		
Contract receivables	(635,676)	1,006,010
Other receivables	(119)	501
Contract assets	(155,502)	348,994
Prepaid income taxes	12,462	(12,462)
Increase (decrease) in operating liabilities:		
Accounts payable	136,718	(622,439)
Accrued liabilities	(1,909)	(45,566)
Contract liabilities	(502,446)	(17,973)
Income tax payable	-	(12,849)
Warranty reserve	29,204	(9,635)
Net cash provided by (used in) operating activities	195,966	2,354,667
CASH FLOWS FROM INVESTING ACTIVITIES		
Acquisition of property and equipment	(86,725)	(71,874)
Proceeds from investments	652,322	18,140
Acquisition of investments	(651,551)	(20,002)
Net cash provided by (used in) investing activities	(85,954)	(73,736)
CASH FLOWS FROM FINANCING ACTIVITIES		
Shareholder distributions	(1,831,000)	(2,724,359)
Net cash provided by (used in) financing activities	(1,831,000)	(2,724,359)
Net increase (decrease) in cash and cash equivalents	(1,720,988)	(443,428)
Cash and cash equivalents, beginning of year	3,801,208	4,244,636
Cash and cash equivalents, end of year	$ 2,080,220	$ 3,801,208
SUPPLEMENTAL CASH FLOW DISCLOSURES		
Income tax	$ 22,748	$ 211,880
Right of use asset	$ 165,287	$ -

See independent accountants' review report and accompanying notes to the financial statements.

Swenson & Associates
Notes to Financial Statements

For the Years Ended December 31, 2022 and 2021

NOTE 1 - THE COMPANY AND ITS SIGNIFICANT ACCOUNTING POLICIES:

Swenson & Associates (the "Company") was incorporated in the State of California on April 1, 1986, and is engaged in the business of general contracting.

The accompanying financial statements have been prepared using the following significant accounting policies:

Basis of accounting

The Company prepares its financial statements in accordance with accounting principles generally accepted in the United States of America, which involves the application of accrual accounting. Revenues and gains are recognized when earned, and expenses and losses are recognized when incurred.

Use of estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amount of assets and liabilities at the date of the financial statements and the reported amount of revenues and expenses during the reporting period. Actual results could differ from these estimates.

Calendar year

The Company utilizes a calendar year ending on the last day of December for financial and income tax reporting purposes.

Cash and cash equivalents

The Company considers all highly liquid investments available for current use with an initial maturity of three months or less to be cash equivalents.

Contract receivables

Contract receivables are generated from billings on contracts and are presented on the balance sheet net of the allowance for doubtful accounts. The allowance for doubtful accounts is based on the Company's prior experience of collections, existing economic conditions, and the financial stability of its customers. Management reviews contract receivables and those deemed uncollectible are written off in the period they are deemed uncollectible. Contract receivables reflect only the outstanding billings less retentions on contracts. Retentions are billed and reflected in the financial statements upon contract completion.

The Company does not charge interest on past due account balances.

Marketable securities

The Company's investments in equity securities are classified as available for sale. Available for sale securities are recorded at fair value on the balance sheet, with the change in fair value during the period excluded from earning and recorded as a component of other comprehensive income until realized unless management estimates the decline in fair market to be other than temporary. Declines in fair market value that are other than temporary are included in earnings. Realized gains and losses, determined on the basis of the cost of specific securities sold, are included in earnings.

Employee advances

Employee advances are short-term lending and carry no interest rates.

Property and equipment

The Company computes depreciation and amortization on a straight-line basis over the estimated useful lives of the assets. Property and equipment are stated at cost.

Expenditures for additions, major renewals and betterments are capitalized; expenditures for maintenance and repairs are expensed as incurred. The cost and accumulated depreciation of assets retired or otherwise disposed of are removed from the accounts and the resulting gain or loss is reflected in earnings.

Right-of-use assets

A contract is or contains a lease if the contract conveys a right to control the use of an identified asset for a period of time in exchange for consideration. Right-of-use assets are measured at cost, less any accumulated depreciation and impairment losses, and adjusted for any re-measurement of lease liabilities. The cost of right-of-use assets includes the amount of lease liabilities recognized, initial direct cost incurred, and lease payments made at or before the commencement date less any lease incentives received. The right-of-use assets are depreciated on a straight-line basis over its lease term. Right-of-use assets are subject to evaluation of potential impairment.

Amortization of right-of-use assets is included in cost of goods sold and general and administration expense.

Lease liability

At the commencement date of the lease, the Company recognizes lease liabilities measured at the present value of lease payments to be made over the lease term.

In calculating the present value of lease payments, the Company uses the incremental borrowing rate at the lease commencement date if the interest rate implicit in the lease is not readily determinable. After the commencement date, the amount of lease liabilities is increased to reflect the accretion of interest and reduced for the lease payments made.

In addition, the carrying amount of lease liabilities is re- measured if there is a modification, a change in the lease term or a change in the in-substance fixed lease payments.

Warranties

The Company provides various warranties covering defects to its portion of contracts on construction projects. The Company adjusts its warranty reserve to reflect future anticipated costs of repairs or replacements under these warranties.

Revenue and cost recognition on construction contracts

Site development construction projects are a single performance obligation that are settled over time. Payments on these contracts are also due over time in installments based on project phases as specified in the contract, with a final payment due at the time the project is ready for use and the contracting entity has accepted the improvements.

The Company recognizes revenues from fixed price contracts and modified fixed price construction contracts using the cost-to-cost method, which measures progress toward completion based on the percentage of costs incurred to date to estimated total cost for each contract. That method is used because management considers total cost to be the best available measure of progress on the contracts. Because of inherent uncertainties in estimating costs, it is at least reasonably possible that the estimates will change within the near term, and those changes may be material.

Contract costs include all direct material and labor costs and those indirect costs related to contract performance, such as indirect labor, supplies, tools, repairs, and depreciation. Costs of inefficiencies or wasted resources (material or labor) are excluded when measuring progress and are expensed as incurred. Selling, general, and administrative costs are charged to expense as incurred. Provisions for estimated losses on uncompleted contracts are made in the period in which such losses are determined. Changes in job performance, job conditions, and estimated profitability may result in revisions to costs and income, which are generally recognized in the period in which the revisions are determined. Changes in estimated job profitability resulting from variable consideration (such as incentives for completing a contract early or on time, penalties for not completing a contract on time, claims for which the Company has enforceable rights, or contract modifications/change orders in which the scope of modification has been approved, but the price has not been determined or approved) are accounted for as changes in estimates in the current period, but limited to an amount that will not result in a significant reversal of revenue in future periods.

Contract Assets and Liabilities - The Company's contracts allow for progress payments to bill the customer as contract costs are incurred. At times, the customer retains a portion of payment until satisfactory completion of the contract, which is referred to as retention. This amount varies on a contract-by-contract basis. Additionally, the Company records an asset for work completed to date which is in excess of the amount billed to customers, either as costs and estimated profit in excess of billings or unbilled receivables. Retainage receivables, unbilled receivables, and costs and earnings in excess of billings on uncompleted contracts are presented as components of contract assets on the balance sheet as of December 31, 2021 (see Note 2). From time to time, the Company is able to bill customers in excess of work completed to date. The Company has recorded a liability as of December 31, 2021 for these excess billings, which is presented as a Contract Liability on the balance sheet (see Note 2). Management anticipates that substantially all costs incurred associated with contract assets as of December 31, 2021 will be billed and collected within one year.

Management anticipates that substantially all costs incurred associated with contract assets as of December 31, 2022 will be billed and collected within one year.

Powered by BoardOnTrack

Income taxes

The Company, with the consent of its shareholders, has elected under the Internal Revenue Code to be an S-Corporation. In lieu of standard corporate income taxes, the shareholders of an S Corporation are taxed on their proportionate share of the Company's taxable income. As an S Corporation, the Company is generally not subject to federal income tax and is subject to California income tax at a reduced rate of 1.5 percent. Accordingly, the provision for income taxes reflect only California income tax at the reduced rate.

Interest and penalties associated with reconciliation in applying provisions of FASB ASC 740-10 [formerly FASB Interpretation Number (FIN) 48, Accounting for Uncertainties in Income Taxes] are recognized and included in the Company's statement of operations in the period in which the uncertain tax position analyzed is determined to create an uncertain tax liability. Interest and penalties are calculated at the statutory rates in effect as of the year end date of the period being analyzed.

Swenson & Associates an S Corporation, files a return in the State of California. An analysis of the laws and regulations of that state indicate that the taxing authorities can hold Swenson & Associates and its owners jointly and severally liable for payment of income taxes. The laws and regulations also indicate that if payment is made by Swenson & Associates the payments are made on behalf of the owners. Because the laws and regulations attribute the income tax to the owners regardless of who pays the tax, any payments to the taxing authorities of the State of California for income taxes should be treated as a transaction with the owners. The Company's state income tax returns for 2019 through 2022 are subject to examination (generally for the four years after they are filed) by the State of California's Franchise Tax Board.

Advertising expenses

There are expenses incurred to advertise the various program offerings, and are expensed as incurred. Advertising expenses for the years ended December 31, 2022 and 2021 were $2,302 and $-0-, respectively.

Compensated absences

Employee's compensated absences are not accrued as of December 31, 2022, because no reasonable estimate of the amount can be made. Absences are expensed as incurred.

Sales tax

The State of California and other local jurisdictions imposed a combined sales tax of between 8.75 percent and 9.25 percent on all the Company's nonexempt materials purchases. The Company includes the taxes paid on purchases in construction costs.

Concentration of credit risk

The Company maintains cash balances at financial institutions located in the San Jose area. Accounts at each institution are insured by the Federal Deposit Insurance Corporation ("FDIC") up to $250,000. At December 31, 2022, the Company's uninsured cash balances totaled $1,761,171. Additionally, the Company maintains accounts at brokerage institutions located in the San Jose area. Accounts at these institutions are insured by the Federal Deposit Insurance Corporation ("FDIC") up to $250,000 and by the Securities Investor Protection Corporation ("SIPC") up to $500,000. Additionally, the brokerage institutions provide private coverage which insures accounts to a maximum of $25,000,000 over the SIPC coverage. At December 31, 2022 the Company has no balances in excess of these limit.

Common control leasing arrangement

The Company has adopted the accounting alternative offered to private companies in FASB ASC 810-10 for certain leasing arrangements with entities under common control (See Note 6). In accordance with this alternative, the Company does not evaluate entities that meet the requirements in the variable interest subsections of FASB ASC 810-10. Instead, the Company discloses the leasing arrangement as required by the accounting alternative.

Changing standards

On January 1, 2022, the Company adopted the new lease accounting standard issued by the Financial Accounting Standards Board (FASB) and codified in the Accounting Standards Codification (ASC) as Topic 842 (ASC 842). The lease standard in ASC 842 intended to improve financial reporting about leasing transactions by requiring entities to recognize on the balance sheet the assets and liabilities for the rights and obligations created by those leases, and to provide additional disclosures regarding the leases. Leases with terms (as defined in ASC 842) of twelve months or less are not required to be reflected on an entity's balance sheet.

The Company applied the modified retrospective approach to all lease agreements when adopting ASC 842. ASC 842 was applied retrospectively to the beginning of the period of adoption through a cumulative-effect adjustment recognized as of January 1, 2022. Prior period amounts have not been adjusted and continue to be reported in accordance with the pervious accounting guidance in ASC 840. The adoption of ASC 842 had a material impact on the balance sheet but did not have a significant impact on the statement of operations and retained earnings and the statement of cash flows. As of January 1, 2022, the Company's total assets and total liabilities increased by $210,858 as a result of ASC 842. The most significant impact was the recognition of right-of-use (ROU) assets under operating leases and operating lease liabilities for operating leases.

The Company elected the available practical expedient to account for its existing capital leases and operating leases as finance leases operating leases, respectively, under the new guidance, without reassessing (a) whether any expired or existing contracts contain a lease, (b) whether classification of capital leases or operating leases would be different in accordance with the new guidance, or (c) whether the unamortized initial direct costs, if any, before transition adjustments would have met the definition of initial costs in the new guidance at lease commencement. In addition, the Company elected the hindsight practical expedient to determine the lease term for existing leases.

Powered by BoardOnTrack

NOTE 2 - CONTRACT ASSETS AND LIABILITIES

The Company recognizes revenue on the transaction price of performance obligations using the percentage-of-completion method measured by costs incurred to date compared to total estimated contract costs. Due to the impact of contract terms on the timing of billings, revenue recognition does not coincide with contract billings. The resulting costs and estimated gross profit in excess of billings and billings in excess of costs and estimated gross profit are reflected as a component of contract assets and liabilities. Retention withheld from progress billings does not create an unconditional right to payment until contractual milestones are reached, which typically occurs at substantial completion of the performance obligation. Accordingly, retention receivable is considered a component of contract assets and liabilities until billed to the customer or an unconditional right to payment has been achieved. Contract assets and liabilities are reported on a net basis on each contract.

Contract assets and liabilities are presented as follows as of December 31, 2022 and 2021:

	2022	2021
Assets		
Costs in excess of earnings on uncompleted contracts	$ 19,272	$ 3,000
Retainage due at completion of contract	221,672	82,442
Gross contract assets	$ 240,944	$ 85,442
Liabilities		
Bilings in excess of revenues earned on uncompleted contracts	$ (598,522)	$ (1,100,968)

NOTE 3 - REVENUES EARNED ON UNCOMPLETED CONTRACTS

Revenues earned on uncompleted contracts at December 31, 2022 and 2021 consist of the following:

	2022	2021
Costs incurred on uncompleted contracts	$ 4,172,654	$ 18,160,325
Estimated earnings	557,090	3,460,641
	4,729,744	21,620,966
Less: billings to date	(5,308,995)	(22,718,934)
	$ (579,251)	$ (1,097,968)

Swenson & Associates
Notes to Financial Statements

For the Years Ended December 31, 2022 and 2021

NOTE 4 - PROPERTY AND EQUIPMENT

Property and equipment consists of the following at December 31, 2022 and 2021:

	2022	2021
Vehicles	$ 435,865	$ 363,150
Equipment	4,969	4,969
	440,834	368,119
Less: accumulated depreciation and amortization	(304,743)	(274,744)
	$ 136,091	$ 93,375

Depreciation expense for the years ended December 31, 2022 and 2021 was $68,279 and $11,959, respectively.

NOTE 5 - ACCRUED EXPENSES:

Accrued expenses at December 31, 2022 and 2021 consist of the following:

	2022	2021
Salaries and wages payable	$ 19,336	$ 20,307
401k payable	860	-
Workers' compensation payable	21,160	22,958
	$ 41,356	$ 43,265

NOTE 6 - RELATED PARTIES:

The company conducts its operations from facilities that are leased from related parties under a one year noncancelable operating lease expiring December 31, 2022.

The following is a schedule of future minimum rental payments required under the above operating lease as of December 31, 2022:

	2022
2023	$ 40,356
	$ 40,356

NOTE 7 - FAIR VALUE MEARUREMENT

The Company's investments are reported at fair value in the accompanying balance sheet. The methods used to measure fair value may produce an amount that may not be indicative of net realizable value or reflective of future fair values. Furthermore, although the Company believes its valuation methods are appropriate and consistent with other market participants, the use of different methodologies or assumptions to determine the fair value of certain financial instruments could result in a different fair value measurement at the reporting date.

The fair value measurements accounting literature establishes a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. This hierarchy consists of three broad levels: Level 1 inputs consist of unadjusted quoted prices in active markets for identical assets and have the highest priority, Level 2 inputs consist of observable inputs other than quoted prices for identical assets, and Level 3 inputs are unobservable and have the lowest priority. The Company uses appropriate valuation techniques based on the available inputs to measure the fair value of its investments. Level 3 inputs are used only when Level 1 or Level 2 inputs are not available.

Level 1 – Fair Value Measurements:

The fair values of securities and mutual funds are based on the closing price reported in the active market where the individual securities are tradėd, when available.

Level 2 – Fair Value Measurements:

The fair values of marketable securities and mutual funds are based on quoted prices for similar assets in active markets; quoted prices for identical or similar assets in inactive markets; inputs other than quoted prices that are observable for the assets and inputs that are derived principally from or corroborated by observable market data by correlation or other means.

Level 3 – Fair Value Measurements:

The fair values are based on prices or valuation techniques that are both unobservable and significant to the overall fair value measurements.

	2022	Quoted prices in active markets for identical assets (Level 1)	Significant other observable inputs (Level 2)	Significant other observable inputs (Level 3)
Temporary money market	$ 4,081	$ 4,081	$ -	$ -
Publicly traded securities	130,585	130,585	-	-
Bond and mutual funds	117,225	117,225	-	-
	$ 251,891	$ 251,891	$ -	$ -

	2021	Quoted prices in active markets for identical assets (Level 1)	Significant other observable inputs (Level 2)	Significant other observable inputs (Level 3)
Temporary money market	$ 3,679	$ 3,679	$ -	$ -
Publicly traded securities	210,887	210,887	-	-
Bond and mutual funds	93,069	93,069	-	-
	$ 307,635	$ 307,635	$ -	$ -

The company also recognizes dividend and interest income from these securities. During the year ended December 31, 2022 and 2021 $10,600 and $5,649 was recognized.

NOTE 8 - LEASE

The Company recognizes ROU assets and lease liabilities for leases with terms greater than 12 months or leases that contain a purchase option that is reasonably certain to be exercised. Leases are classified as either finance or operating leases. This classification dictates whether lease expense is recognized based on an effective interest method or on a straight-line basis over the term of the lease.

The company has operating leases for its office with a related party (Note 6). The leasing arrangements require monthly payments of $3,363. The Company also leases copiers under an operating lease that expires March 2025. The lease payment for one copier requires a minimum monthly payment of $875 plus applicable sales tax and a per copy charge for copies over a certain monthly number. The lease payment for a second copier is based on the number of copies. The Company's lease agreements do not contain any material restrictive covenants.

The Company's ROU assets and lease liabilities are recognized on the lease commencement date in an amount that represents the present value of future lease payments over the lease term. The Company utilizes the risk-free rate commensurate to the lease term as the discount rate for its leases unless the Company can specifically determine the lessor's implicit rate. The Company has made a policy election to not separate the lease and non-ease components, and thus recognize a single lease component for all its right-of-use assets and lease liabilities. The operating lease ROU asset also includes any lease payments made and excludes lease incentives, if any.

In evaluating contracts to determine if they qualify as a lease, the Company considers factors such as if it has obtained substantially all of the rights to the underlying asset through exclusivity, if the Company can direct the use of asset by making decisions about how and for what purpose the asset will be used and if the lessor has substantive substitution rights. Furthermore, the Company assesses whether it is reasonably certain to exercise options to extend or terminate al ease considering all relevant factors that create economic incentive to exercise such options, including asset, contract, market, and entity-based factors. These evaluations may require significant judgement.

The component of the Company's lease costs for the year ended December 31, 2022 is as follows:

	2022
Operating lease costs	$ 50,856

	2022
2023	$ 50,856
2024	50,856
2025	42,981
2026	40,356
2027	-
Thereafter	-
Total lease payments	185,049
Less: interest	(15,933)
	$ 169,116

The Company's cash paid for amounts included in the measurement of lease liabilities included $50,856 from operating leases during 2022. The Company had two operating leases at December 31, 2022, and it had a remaining lease term of four years and a discount rate of 4.75%.

NOTE 9 - RETIREMENT PLAN

The Company established a 401(K) Retirement Plan in 2020. The plan is available to all employees over age 21. Participating employees may elect to contribute, on a tax-deferred basis, a percentage of their compensation to the maximum amount determined by Federal law. Participants may also designate all or a portion of their elective deferrals as Roth Elective Deferrals on an after tax basis. In addition, the Company may make discretionary profit sharing contributions to the plan. The Company made no discretionary contributions to the plan for the year ended December 31, 2022.

NOTE 10 - SUBSEQUENT EVENTS

Subsequent events are events or transactions that occur after the balance sheet date but before the date the financial statements were available to be issued. Management has evaluated subsequent events through the date of the attached Accountants' Review Report, the date on which the financial statements were available to be issued. There were no material subsequent events found.

NOTE 11 - RECLASSIFICATIONS

Certain accounts in the prior-year financial statements have been reclassified for comparative purposes to conform to the presentation in the current-year financial statements. The reclassification has not affected net income or retained earnings for either year presented.

Supplementary Information

Swenson & Associates
Supplemental Schedules of Construction Costs

For the Years Ended December 31, 2022 and 2021

	2022	2021
Direct labor and labor burden	$ 715,442	$ 1,003,625
Equipment costs	5,807	19,276
Materials	10,011	10,313
Other direct costs	694,768	907,950
Subcontractors	6,521,387	11,293,919
	$ 7,947,415	$ 13,235,083

See independent accountants' review report and accompanying notes to the financial statements.

Swenson & Associates
Supplemental Schedules of General and Administrative Expenses
For the Years Ended December 31, 2022 and 2021

	2022	2021
Advertising	$ 2,302	$ -
Auto and truck	29,354	21,742
Bank charges	4,283	3,789
Bidding	2,863	5,565
Depreciation	68,279	11,959
Donations	158	-
Dues and subsscriptions	10,263	3,896
Employee benefits	136,377	124,361
Gain on sale of assets	(24,271)	-
Insurance	24,493	55,913
Janitorial and cleaning	3,300	3,025
Legal and accounting	26,655	6,520
Lease	54,686	-
Licenses and permits	2,566	1,960
Miscellaneous	300	300
Officers' life insurance	4,189	4,189
Officers' wages	101,249	101,701
Office expense	2,892	16,605
Outside services	16,753	13,583
Payroll taxes	17,399	16,286
Payroll processing fees	5,073	4,994
Postage	731	1,162
Pension	1,824	2,297
Rent	969	41,294
Salaries and wages	88,600	88,672
Security	-	267
Telephone	11,699	11,061
Travel	4	-
Utilities	10,922	9,374
Warranty	40,000	-
	$ 643,912	$ 550,515

See independent accountants' review report and accompanying notes to the financial statements.

Swenson & Associates
Supplemental Schedule of Earnings from Contracts

For the Year Ended December 31, 2022

	Revenues Earned	Cost of Revenues Earned	Gross Profit
Contracts completed during the year	$ 5,153,796	$ 3,774,761	$ 1,379,035
Contracts in progress at year end	4,729,744	4,172,654	557,090
	$ 9,883,540	$ 7,947,415	$ 1,936,125

See independent accountants' review report and accompanying notes to the financial statements.

Powered by BoardOnTrack

Voices Academy
Morgan Hill
7.14.2023 Proposal Breakout

	Section	Description of Work	Total
1		General Conditions	685,744
2		Traffic Control - see alternate allowance	
3		Ongoing & Final Clean Up	81,560
4		Offhaul Spoils - (Enviroplex, Concrete, Fence, etc)	39,905
5		SWPPP Measures, Administration & QSP Inspections	61,649
6		Field Engineering/Survey	40,000
7	015000	Tempoary Facilities and Site Controls	60,500
8	042200	Concrete Unit Masonry - lunch shelter & trash enclosure	59,300
9	051000	Steel Framing-arbor, trash enclosure, metal fab	78,705
10	DIV 6	Rough Carpentry - arbor at garden	25,000
11	094240	Portland Cement Plastering	24,710
12	099000	Painting & Coating	23,000
13	101400	Signage (Tactile Signs & Campus Metal Letters)	47,000
14	116800	Playground Structure Install	32,860
15	129300	Site Furnishings & Misc. Specialties	44,490
16	133100	Lunch Structure F&I	192,360
17	260000	Electrical Systems Design/Build, Fire Alarm & L.V.	1,934,400
18	DIV 31	Earthwork & Paving	493,000
19	>>>>>	Crushued Rock & Fabric at Drive Lane & Pavers	212,750
20	321233	Paving Colored Surface, Striping On & Offsite	47,000
21	DIV 32	Permeable Unit Pavers	112,972
22	321600	Concrete Curbs, Gutter and Paving	483,000
23	323117	Ornamental Welded Wire Fence and Gates	334,070
24	>>>>>	Fence at Abuelita Garden and L-sheet Mesh Panels	39,850
25	328400	Planting & Irrigation	190,400
26	DIV 33	Storm, Sanitary, Water, Fire Water, Perf Pipe	930,505
27		Backflow cages and concrete pads - 4 ea	20,000
28		Building Water, Sewer and Downspout Connections	56,963
		Subtotal	6,351,693
		Insurance	76,220
		Builders Risk Insurance (by owner)	
		Overhead and Profit	385,675
		Bond	68,136
		Total	6,881,724

Exhibit B-2

July 20, 2023

Pacific Charter School Development
66 Franklin Suite 300
Oakland, CA 94607

ATTN: Mary Grace Houlihan

SUBJECT: LUMP SUM PROPOSAL
Voices Language Academy Morgan Hill

Dear Mary Grace Houlihan

W.E. Lyons Construction Co. (Lyons) is pleased to present our lump sum proposal for the above-referenced project. We are very excited about the possibility of working with you on the **Voices Language Academy Morgan Hill** project and look forward to reviewing our proposal with you in more detail.

Based on the scope of work as defined in the enclosed exhibits, Lyons' lump sum price for the **Voices Language Academy Morgan Hill** project is **$6,816,356.00**. Our pricing includes a contingency of 2% ($122,065.00) to cover subcontractor scope gap.

Upon your directive to move forward as outlined in the enclosed documents, Lyons will prepare an AIA A-102 2017 (Standard Form of Agreement Between Owner and Contractor where the basis of payment is the cost of the work plus a fee with a guaranteed maximum price) contract that incorporates the enclosed exhibits with additional terms and conditions for the effective execution of this project.

Should you have any questions, please feel free to call me at any time.

Sincerely
W.E. Lyons Construction Co.

Greg Lyons
President

EXHIBIT A – Document List

Voices Language Academy Morgan Hill

Drawing #	Drawing Title	Date
	General	
G0.00 – G0.09		03/16/2023
		Total Pages: 8
	Civil	
1 of 19 - 19 of 19		06/09/2023
	Landscape	
L.1.0 – L4.2		05/19/2023
		Total Pages: 11
	Architectural	
A1.10 – A1.13		03/16/2023
A1.21 – A1.26		03/16/2023
A2.00 – A2.04		03/16/2023
	Structural	
S100		02/21/2023
S201 – S203		02/21/2023
S501		02/21/2023
S601		02/21/2023
	Plumbing (Reference Only)	
P1 – P2		12/22/2022
P2A		12/22/2022
P3-P3A		12/22/2022
P4-P4A		12/22/2022
	Electrical Site	
E0.1 – E0.2		03/08/2023
E1.1		03/08/2023
E1.1P – E1.3P		03/08/2023
E2.0		03/08/2023
E2.1		03/08/2023
	Structural Modular Buildings (Reference Only)	
S0.1 – S0.2		02/27/2023
S1		02/27/2023
S1C.1 (H)		02/27/2023
S1C.2		02/27/2023
S1C.12		02/27/2023
S2.1 – S2.4		02/27/2023
A6.0		02/27/2023
A6.2		02/27/2023
	Shade Shelter (Reference Only	
S1 – S3		12/30/2020

EXHIBIT B – Clarifications, Exclusions, Allowances, Change Orders, Alternates, Schedule

Voices Language Academy Morgan Hill

A. Clarifications:

1. Work will occur during normal business hours of 7:00 AM to 3:30 PM, Monday through Friday.
2. Any design revisions beyond the original scope of work will occur as a change order.
3. Any changes to the project made by the local building department that result in additional charges will be the subject of a change order.
4. Our proposal includes the installation only of the play structure and engineered wood fiber, the cost of the play structure is by others.
5. The modular buildings, including design, fabrication, delivery, installation, foundations, interiors, FF&E and utility connections are by others.

B. Exclusions:

1. Permits and fees.
2. All Risk/Builders Risk insurance. (By Owner)
3. Special inspection services, testing, and fees.
4. All utility or underground service relocation, connection costs, or fees (water, sewer, electrical, storm, etc.). New water meters, water audits and/or backflow certification.
5. Testing of soil for compliance with the Guidelines for Removal and Disposal (hazardous materials) as mandated by local, state, and federal government agencies.
6. Demolition and/or off-haul from site of any hazardous materials or contaminated soils generated by the work.
7. Overtime work requested by Owner for non-contractor caused delays.
8. Dewatering, collection, storage, testing, and disposal of ground water from the site including pumping of on-site water during winter.
9. Guard or security service.
10. Costs associated with vandalism or theft.
11. Damage or death of existing trees and shrubs due to construction activity. Lyons will install and maintain protection barriers during the construction period.

12. Any ADA upgrades, not shown in the contract documents.
13. Building code upgrades required by the building department, not shown in the contract documents.
14. Underground obstructions or utilities.
15. Recycling fees and permits.
16. Site Retaining Wall shown on Structural drawings (14/S601) not reflected on Architectural or Civil.
17. Our pricing includes a $6,500.00 allowance to cover future asphalt price increases for the duration of the project.
18. Standard City detail does not reflect backflow cages; our pricing includes Qty 4.

C. Schedule

CPM schedule to show construction duration of eleven months.

D. Allowances

1.	Signage	$20,000.00
2.	Asphalt material price increase (future)	$6,500.00

E. Alternates

1.	Deduct for vert curb Type 2 at city sidewalk (Section 6/19)	<$29,770.00>
2.	Deduct to utilize standard Mirafi in lieu of specified	<$21,000.00>
3.	FDC type is not specified, if 4-way FDC is required ADD	$5,000.00
4.	If City will not allow hot tap and cut in T is required at water line	$6,000.00

F. Change Orders

For all net add change orders under $10,000 add the sum of 10% as fee to all "costs". For all net add change orders over $10,000 add the sum of 7.5% as fee to all "costs". For all net deductive changes, there is no reduction in fee.

W.E. LYONS
CONSTRUCTION CO.
Since 1926

Voices Language Academy



W. E Lyons Construction
1301 Ygnacio Valley Rd Suite 200
Walnut Creek CA, 94598
Greg Lyons
glyons@welyons.com
925-658-1600 ext. 117

PACIFIC CHARTER SCHOOL DEVELOPMENT

W.E. LYONS
CONSTRUCTION CO.
Since 1926

Table of Contents

- Cover Letter
- Firm Background
- Company Resume
  - Previous Projects
- Project Team and Resumes
- Lyons Approach
  - Management Philosophy
  - Team Organization
  - Construction Management/ Technology
  - Procurement
  - Quality Control
  - Safety Program
  - Schedule Discussion
  - Financial Statement

W.E. LYONS
CONSTRUCTION CO.
Since 1926

July 17, 2023

Pacific Charter School Development
66 Franklin Street
Oakland, CA 94607

ATTN: Mary Grace Houlihan

RE: Voices Language Academy Morgan Hill Campus

W.E. Lyons Construction Co. (Lyons) would like to thank Pacific Charter School Development for taking the time to review our proposal for the Voices Language Academy project. As one of the oldest family-owned and managed general contracting firms in the Western United States, Lyons has been serving both public and private sector clients since 1926. We are particularly excited about the opportunity to develop a long-term relationship with Pacific Charter School Development Company by being your General Contractor Partner on this landmark project. We believe Lyons to be the best candidate for the Voices Language Academy project because of our:

- Long history of constructing educational projects in the San Francisco Bay Area. Some of these can be found in the relevant projects section of our proposal. This history and expertise make us uniquely qualified to successfully deliver the Voices Language Academy project
- Team-oriented, integrated approach to project delivery
- Commitment to Pacific Charter School Development that our number one concern is client satisfaction, and we are dedicated to being your preferred contractor partner
- Commitment to our core values of delivering on-time, with exceptional construction quality, as we have consistently done for nearly 100 years.
- Project Approach, ensuring the success of your project by integrating your goals into our planning and delivery, which minimizes uncertainties, reduces risk, and improves innovation, efficiency, and cost savings.

We hope you will find the Lyons team's proposal to be in line with your requirements and look forward to the opportunity to work with you further. Please contact me at (925) 658-1600 ext.117 or glyons@welyons.com should you have any questions regarding our proposal.

Sincerely,
W.E. Lyons Construction Co.

Greg Lyons, LEED AP
President

1301 Ygnacio Valley Road ■ Walnut Creek, CA 94598 ■ Tel 925 658-1600 ■ Fax 925 658-1604
www.welyons.com ■ State License 180607 A.B1

W.E.LYONS
CONSTRUCTION CO.
Since 1926

Firm Background

PROFILE

BALANCING TRADITION WITH INNOVATION

W.E. Lyons Construction Co. has been in business since 1926. Owned and managed by the Lyons family for three generations, the company survived the great depression and a world war by providing its customers with excellent service and quality construction at a reasonable cost.

W.E. Lyons Construction has successfully integrated 21st Century technology, innovative building materials, computer assisted project management and design into our daily tasks. However, we have never forgotten the old-fashioned customer service that has been our mainstay for over 90 years.



W.E. Lyons Construction Co. employees. Bill Lyons is second from the right

W.E. Lyons Construction Co. has delivered educational projects for over 90 years. Our extensive experience has allowed us to streamline the process, anticipate problems, and enhance project performance. We bring together owners, architects, and engineers to provide a single source of coordination. Together, we examine design alternatives, and the impact of those choices are openly communicated to the project team, ensuring all construction requirements, budgets, and schedules are well established prior to the start of construction.

Throughout the construction process, we provide experienced project management and on-site project supervision to maintain complete control of the schedule, budget, and quality of the project. Each project is assigned a full-time site superintendent, with 30-hour OSHA safety training, who is responsible for supervision of all subcontracted trades and work performed by our own personnel. In addition, each project management team consists of a senior level project manager, project engineer, and project accountant with direct involvement by executive management.

W.E.LYONS
CONSTRUCTION CO.
Since 1926

Company Resume

KEY FACTS



SERVICES:
General Contracting, Design-Build Services, and Construction Management for New Construction, Additions, and Renovations

SERVICE AREA:
California

SIZE OF PROJECTS:
$5,000,000 to $40,000,000

EMPLOYEES:
49, including two principals

LOCATION:
1301 Ygnacio Valley Road
Walnut Creek, CA 94598
925 658-1600
Fax: 925 658-1604
www.welyons.com

LICENSE #:
180607 A, B1

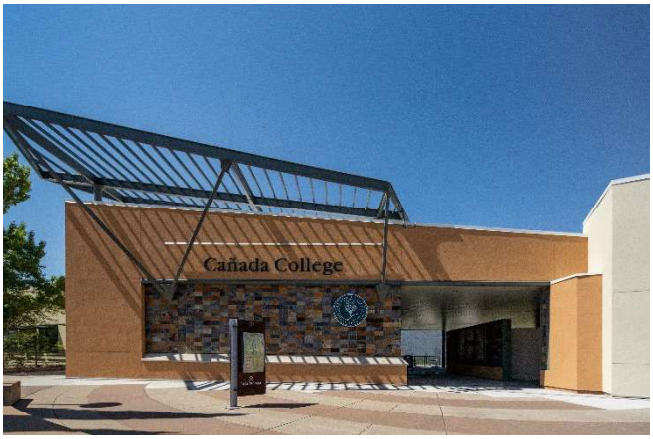
W.E. LYONS CONSTRUCTION Since 1926

EXPERIENCE

EDUCATIONAL







- Berkeley High School Donahue
- Canda College Building B9
- Diablo Valley College
- Fremont Christian
- Haight Middle School
- Laney College Best Center
- Los Vaqueros Watershed Interpretive Center
- Morgan Hill Country School
- Otis Elementary School
- Quarry Lane School
- State of CA Agnews Developmental Center
- Suisun Elementary School
- U.C. Berkeley Insectory Classroom
- U.C. Davis Geotechnical Modeling Facility
- University of California Guest House
- Foster City Elementary
- Lynbrook High School Field House
- Scotts Valley Middle School
- Tyrell Elementary School
- Schefer Park Elementary School
- Antioch Hogh School Library/Admin Bldg.
- Lynbrook High School Renovation

W.E. LYONS CONSTRUCTION Since 1926

W.E. LYONS
CONSTRUCTION CO.
Since 1926

Relevant Experience

Project Name	Square Footage	Date Completed	Lease Leaseback	Charter School	Construction Cost	Reference
Morgan Hill Country School	18,000	2016		X	$10,000,000	Bonnie Bridges - 415-241-7160
Fremont Christian School	14,000	2016		X	$7,000,000	John Eschelman - 510-714-0695
Canada Building 9	76,000	2020			$8,400,000	Thomas Lo - 650-378-7319
Canada Vista Housing	92,720	2021			$11,400,000	Thomas Lo - 650-378-7319
UC Berkeley Guest Housing	22,000	2013			$12,400,000	Kirk Haley - 510-486-4171
TP3 Mahogony & Hawthorn	24,200	2023			$7,500,000	Tiffany Sucevich - 530-219-1025
Donahue Gym Modernization	30,000	2015			$2,500,000	Chris Moreno - 510-647-3548
Foster City Elementary School - New	37,000	2021			$25,000,000	Kevin Sanders - 650-727-2837
Evergreen Valley College - Autotech Building	8600	2016	X		$11,500,000	Mark Miller - 415-845-4562
East Palo Alto Arts Center	25,000	2020	X		$28,500,000	Ben Killman - 510-406-4500
Lynbrook High School Field House	9000	2019	X		$19,100,000	Vald Oleshko - 510-719-1193
Scotts Valley Middle School	54,384	2018	X		$34,800,000	T.J. Gunter - 408-489-8222
KIPP Heritage Charter	12500	2018		X	$6,000,000	Danica Donnelly - 408-283-6260
Tyrell Elementary School	68,000	2015	X		$27,800,000	
Schefer Park Elemenary School	79,500	2012	X		$27,000,000	
Antioch High School Library/Admin B	20,000	2015			$3,000,000	
Lynbrook High School Library Reno	10,000	2015	X		$1,000,000	
Clayton Valley Charter High School	30,000	2020		X	Under Million	

EDUCATION

MORGAN HILL COUNTRY SCHOOL

Morgan Hill Country School needed to construct a K-8 grade school on their new 12-acre site in three months; before the start of the school year. To meet the aggressive schedule, design and construction were performed simultaneously and a temporary campus was constructed in 90 days at the same time the permanent campus was being constructed. The fast-track, design-build project included complete site development, classrooms and offices, as well as a computer lab and gymnasium. The team utilized Varco-Pruden pre-engineered metal systems to provide the clear-span gymnasium and administration/library buildings while keeping overall costs within budget.

Highlights:

- Fast-track design-build project
- Temporary campus construction
- 12-acre site development
- Clear-span gymnasium and administration/ library buildings
- Varco-Pruden pre-engineered building system
- High-end office finishes
- Special computer labs and sports flooring
- Exterior landscape and hardscape features, including playground facilities







Location:
Morgan Hill, CA

Gross Area: 18,000sf

Construction Value:
$10M

Owner:
HFT Resources, LLP
6338 Mojave Drive San Jose, CA 95120

Owner Representative
Bonnie Bridges
415-241-7160

Services:
General Contracting
Design-Build
Conceptual Estimating/ Budgeting Pre-engineered Metal Building

W.E. LYONS CONSTRUCTION Since 1926

EDUCATION



FREMONT CHRISTIAN SCHOOL

Selected through a competitive design-assist process, W.E. Lyons Construction was tasked with lending both metal building design assistance and competitive subcontractor selection. The K–8 grade school building includes eight classrooms, administration offices, and a computer lab. Atrium skylights provide daylighting and reduced energy consumption. The project team overcame weather, pedestrian traffic, "drop-off" zones, and children changing classrooms during the course of the day, while keeping school in-session during the entire course of the project.

Location:
Fremont, CA

Gross Area:
14,000sf

Construction Value:
$7M

Owner:
Fremont Christian School
4760 Thornton Ave
Fremont, CA 94536

Owner Representative
John Eschelman
510-714-0695

Services:
General Contracting Design-Assist
Value Engineering
Pre-engineered Metal Building

Highlights:

- 14,000 square foot metal building design-build elementary school
- Use of Varco-Pruden pre-engineered metal building structure for budget and rainy season construction
- Atrium skylights provide daylighting and reduced energy consumption
- Use of API insulated exterior panels increased R-value
- Pre-manufactured exterior elevator
- Eight classrooms, administration offices, and computer lab
- Combined use of building and site furnishings increased security making the lobby area of the building the "hub" for the entire campus





W. E. LYONS CONSTRUCTION Since 1926

EDUCATION

CANADA BUILDING 9,
Redwood City, CA

Gross Area:
76,000 square feet

Construction Value:
$8.4 Million

Owner:
San Mateo Community College District
1700 W. Hillside Blvd.
San Mateo, CA 94402

Owner Representative:
Thomas Lo
Phone: (650) 378-7319
Email: lol@smccd.edu





Description:
San Mateo Community College District's Building 9 contains both the Campus Library and Administrative Offices and is the hub of the entire Canada campus. The extensive rehabilitation project required that the windows and entire building skin be removed and replaced while the building was fully occupied and operational with a high level of student traffic both in and around the building throughout each day. To keep students and facility safe, Lyons constructed work corridors utilizing interior framed walls around the perimeter of the building so window, stucco and remediation work could progress without mixing public and work areas. Fire exits were maintained at all times and coordinated with the local Fire Department. Polyvinyl Core board was placed on the student side of the temporary walls providing total containment of the work areas. Entry and exit doors were protected with secure tunnels to keep students and faculty safe during ingress and egress. The remediation project was accomplished on time and without any student or faculty disruption or incidents.

Highlights:

- Public Works Construction
- Formal partnering sessions
- Sustainable/LEED construction
- Value Engineering cost reductions
- Slab on grade
- Post Tension slab
- Stucco cladding
- Tight sight access

EDUCATION

TP3 Water Intrusions-
Hawthorn & Mahogany
Davis, CA

Gross Area:
24,200 SF Wall Surface Area

Construction Value:
$7.5 Million

Construction Type:
Public *(DSA)*
Education
Exterior Renovation/Repairs

Owner:
The Regents of The University of California
255 Cousteu Place
Davis, CA 95618

Owner Representative:
Tiffany Sucevich
530-219-1025
tesucevich@ucdavis.edu

Project Architect:
Blackbird Associates, Inc.
Toby Furuoka
Phone: 916-446-66227ext 109
toby@blackbirdassoc.com



Description:
Remove and replace exterior cladding-sheathing, water resistive barrier, flashing, cement plaster etc. Remove and replace all bedroom and bathroom windows, exterior ground floor doors and louvers at storefront windows at Tercero 3 Student Housing Building

Highlights:

- Public Work Construction
- Multi-Family Construction
- Sustainable/LEED construction
- Partnering sessions
- Wood frame construction
- Slab on grade
- Post Tension slab
- Stucco cladding
- Hardi siding
- Tight sight access

EDUCATION

UNIVERSITY OF CALIFORNIA, BERKELEY GUEST HOUSE

Berkeley, CA

Gross Area:
22,000

Construction Value:
$12.4 Million
54 Units

Owner:
Regents of University of California
1936 University Avenue, 2nd
Floor Berkeley, CA 94704-7027

Owner Representative:
#1 Cyclotron Road
Mailstop #937, Room 200
Berkeley, CA 94720
Kirk Haley
Phone: (510)486-4171



Description

The University of California required the delivery of a new 54 room guest house for visiting scientists within a 14 month time frame. Through a design-build selection process, W.E. Lyons Construction Co. was selected for presenting the "best value" to the University. The University further required an extensive value engineering exercise in order to increase the room count before the start of construction. The project is situated on a steep hillside overlooking the San Francisco Bay which made handling of the storm water a design priority.

Highlights:

- Formal partnering sessions
- Sustainable/LEED construction
- Value Engineering cost reductions
- Wood frame construction
- Slab on grade
- Post Tension slab
- Stucco cladding
- Hardi siding
- Tight sight access

W.E. LYONS CONSTRUCTION Since 1926

EDUCATION

DONAHUE GYM MODERNIZATION

Berkeley, CA

Gross Area:
30,000sf
Construction Value:
Contract price: $2.5M

Owner:
Berkeley Unified School District
2020 Bonar street, 2nd floor
Berkeley, CA

Owner Representatives:
Van Pelt Construction Services
Chris Moreno
510-647-3548





Description:
The Berkeley Unified School Districts Donahue Gymnasium was in disrepair requiring a full seismic upgrade and rehabilitation of the building's structural components. The needed repairs overlapped the school schedule forcing strict separation between students and the construction work. The roof of the project was fully removed with dry rot glulam members being replaced and a carbon fiber wrap repair affected on all the concrete support columns.
Once the skeleton of the building was strengthened, the team dressing rooms, restrooms, locker rooms and entry vestibule were completely remodeled along with a complete refinishing of the gymnasium floor.

W.E. LYONS CONSTRUCTION Since 1926

W.E.LYONS
CONSTRUCTION CO.
Since 1926

Project Team & Resumes

W.E. LYONS
CONSTRUCTION CO.
Since 1926

Project Team

- Vinson Heine - Vice President
- Kevin Butler - Preconstruction Manager/Scheduler
- James Scott - Sr. Project Manager
- Scott Murtaugh - Project Manager
- Craig Makela - Project Superintendent
- Dennis Basford - Safety Manager

W.E. LYONS CONSTRUCTION CO.
Since 1926

Vinson Heine LEED AP
Vice President



RESPONSIBILITIES:

As the Vice President of W.E. Lyons Construction Co., Vinson is involved in sales and marketing, contract negotiations and contract management. He is also responsible for the firm's daily operations as a project sponsor where he oversees and manages construction operations from preconstruction and estimating, construction through project close out. Vinson plays a vital role in the day-to-day operations and management of policies, procedures, and staff assignments to projects. Most importantly, Vinson is responsible for leading the Lyons team to develop and maintain relationships with clients, architects, engineers, subcontractors, and vendors.

PROFESSIONAL EXPERIENCE:

Vinson's construction experience started with working for his father's construction company in Washington. During the summer months and through high school, Vinson managed multiple construction crew's building custom residential homes and small commercial projects. After receiving his first degree in Business Administration he started his own construction company. Vinson proceeded to earn a B.S. Civil Engineering degree and his PE license in the state of Washington. In 1998 Vinson was approached by Gilbane Building Company and hired as an assistant Superintendent and shortly after promoted to Superintendent completing a $35M Recreation Center for Washington State University. After relocating to California, he worked for Gilbane as a Project Manager, and Howard S. Wright and Overaa Construction as a project executive. As a partner and project executive at Lyons, Vinson provides valuable experience to our clients from all facets of the construction industry and many different market sectors including Laboratory, Health Care, Multi-Family, Public Works, Education, Energy, Communication, Technology, Transportation, and Office buildings.

PROJECT SUMMARIES:

KIPP Heritage Charter, New construction of a 25,000 SF charter school campus with a series of courtyards with a central open space that features a stage and amphitheater to serve as the primary gathering area. Five classroom buildings, each containing a cluster of four classrooms, are arranged around a series of grade-level courtyards. Also provided were admin and multi-purpose buildings, outdoor play area, secured pick-up/drop-off area, and staff parking. The multi-purpose building includes a gym, which can also be used for school and community events, as well as a music room.

Foster City Elementary School, A new 37,000 SF campus to accommodate approximately 425, K-5 students and includes 16 classrooms, a classroom for the District's before and after school fee-based Annex Program, a multipurpose room, library/media center, administration building, smaller rooms for support services, approximately 75 onsite surface parking spaces, internal drop-off, passing lanes designed for on-site traffic flow and reduced queuing at school entrances.

Evergreen Valley College, Autotech Building Lease-Leaseback construction delivery method. New construction of LEED Platinum high performing auto-tech facility which contains two small lecture classrooms (approximately 1,500 SF/each), a medium sized classroom accommodating up to 30 students, and a large lecture classroom for up to 60 students. There is 30automobile bays requiring specialty equipment such as lifts, utilities, exhaust hoods, and upgraded mechanical systems.

East Palo Alto Arts Center, New construction of a 25,000 SF Youth Arts and Music Center. The building will support artistic programming and collaborations by arts organizations including arts education, production, and performance. Exterior improvements will include an outdoor performance amphitheater, landscape and hardscape site development, a rainwater harvesting system, and parking.

Lynbrook High School Field House, This lease/leaseback project consists of the addition of a new 9,000 SF physical education and dance studio and the renovation to existing restrooms on the occupied Lynbrook High campus. The new studio contains a new physical education classroom, weight and cardio room, dance and fitness room and additional support spaces.

Scotts Valley Middle School, Construction of a new and renovated 54,300 SF campus. A detailed phasing plan was developed to allow for active classrooms and support spaces during construction and temporary facilities for both classrooms and food service, as well as sequencing of an accessible path to ensure full access throughout the occupied campus. The phased construction allowed completed areas of the campus to be turned over to the District during construction of other areas.

LLNL -B321G Manufacturing Bldg., Livermore, CA - single story pre-cast concrete Bldg. approx. 11,000 sqft, Bldg. includes 2,200 sq ft high bay manufacturing space and approx. 2,45O sq ft non-high bay utility support space.

LLNL- B310 Non-Destructive Bldg., Livermore, CA – Single level laboratory building of 12,122 sq ft with pre- cast concrete panels and structural steel framing, including extensive site improvements.

UC Davis TP3 Water Intrusion Repairs-Hawthorn - 60 Units, Davis, CA –Exterior Facade replacement including; exterior cladding, sheathing, water resistive barrier, flashing, cement plaster etc. Replacement of all fenestrations, windows, exterior doors, louvers at storefront windows. Occupied space construction.

PAB & PAC Elevator Mod, San Jose, CA - Modernize 5 existing elevators in their existing locations, retaining rated car speed and capacity, upgraded controls, door equipment, power unit, roller guides and cab interiors. Project included associated MEP, fire alarm, and shutter doors. Completed in the occupied San Jose Police Department Head Quarters. Occupied space construction.

SFO Firehouse No.3, San Francisco, CA – LEED Gold project consist of the construction of an 8,000sf Five-Bay Apparatus Garage with four-folding electric doors, 12,000sf SF Admin Office and Firefighter House

EDUCATION:

BS in Business Administration from Easter Washington State University 1994

BS in Civil Engineering from Washington State University 1999

Executive MBA certificate from Stanford Graduate School of Business 2017

LICENSES AND AFFILIATIONS:

LEED AP 2001

DBIA Certified 2013

W.E. LYONS CONSTRUCTION CO.
Since 1926

Kevin Butler

Preconstruction Manager/Scheduler



RESPONSIBILITIES

As the Preconstruction Manager of W.E. Lyons Construction Co., Kevin is responsible for the management of the design and preconstruction phases of a project. In addition to cost estimating, scheduling, and procurement, he also provides value engineering, constructability reviews, and overall project planning. Kevin serves as the primary technical and business resource for a given project, and is the main point of contact for owners, architects, and engineers.

PROFESSIONAL EXPERIENCE

Kevin has over 40 years of general contracting and construction management experience in the design-build and design-bid-build delivery methods. As a Senior Construction Manager, Kevin has managed all phases of a project from both the owner's side and the contractor's side, enhancing his knowledge of team management and project planning. His experience with supporting acquisition and entitlement efforts lends to his understanding of feasibility analyses, construction cost estimating, and scheduling. Kevin has excellent organizational, project management, writing, communication, and interpersonal skills.

During his career, Kevin has constructed many types of buildings, including multi-story structural steel, poured-in-place concrete, concrete tilt-up, and wood frame structures. His past project experience is extensive and includes both new and renovation work on industrial, commercial, manufacturing, educational, and multi-family residential facilities. He is also well-versed in large-scale site and off-site projects with extensive underground utility and surface improvements.

PROJECT SUMMARIES

Fremont Christian School, Fremont, CA - Construction of 14,000 square foot metal building to hold eight classrooms, administration offices and a computer lab. School remained in-session during the project.

Morgan Hill Country School, Morgan Hill, CA - 12-acre site development, clear-span gymnasium and administrative library buildings. High end office finishes, special computer labs and sports floor along with exterior landscape and hardscape features, including playground facilities.

Canada College Building 9 Redwood City, CA – Repair the exterior envelope of Cañada College Building 9, which includes removing and replacing the stucco finish of the building envelope and waterproofing the perimeter of the 2nd and 3rd level terrace, windows, and sunshades.

University of California Berkeley Guest House, Berkeley, CA - Design-Build 57-room hotel, new ground-up three-story wood frame structure. LEED - Silver equivalent

Laney College Best Center, Oakland, CA - New construction of one single story wood frame "Passive" classroom building with mechanical mezzanine (2,151 GSF) and two new wood framed shop buildings shell only (1,053 GSF) each. The three buildings are connected with a non-covered exterior deck.

Diablo Valley College, Pleasant Hill, CA - interior improvements and modifications to existing computer labs and ancillary spaces, construction of two (2) new classrooms within the existing Media Center area, and various ADA-related site improvements.

Berkeley High School: Donahue Gym Modernization, Berkeley, CA - Remodel of team dressing rooms and restrooms, new entry vestibule, structural upgrades, new solar panels on roof, exterior painting and porcelain cladding.

Suisun Elementary School Multi-Purpose Building, Fairfield, CA – Ground-up construction of an 8,500 square foot gymnasium/multi-purpose building.

Uptown Art Building Oakland, CA - Five story historic renovations, seismic upgrade to occupied building.

El Granada Berkeley, CA - Historical retail and residential building containing retail shopping first floor and over 40 apartment units on the second and third floors.

EDUCATION

Business Course Studies, San Francisco State University, San Francisco, CA

LICENSES AND AFFILIATIONS

California State Contractors License - B

W.E. LYONS CONSTRUCTION CO.
Since 1926

James Scott LEED AP
Senior Project Manager



RESPONSIBILITIES:

As a senior project manager for W.E. Lyons Construction Co., James Scott serves as the primary technical and business resource for a given project, as well as the primary point of contact for the Owners, architects, engineers, public agencies and inspectors involved with the project.

PROFESSIONAL EXPERIENCE

Jim has over 20 years of construction management experience with an emphasis in design-build. His past project experience includes multi-family residential, senior housing, mixed use facilities, retail, office buildings, industrial manufacturing and warehouse, mini-storage, high-tech, recreation, educational facilities, medical offices, and Department of Defense projects.

During his career, Jim has worked with wood framed concrete tilt up, concrete podium decks, concrete masonry unit, structural steel engineered structures. He is also familiar with site soil stabilization including hillside reconstruction to mitigate potential slides. Jim started his construction career as a carpenter on a production wood framing crew. He then quickly worked his way through the ranks from foreman to superintendent, first supervising multiple field crews and later graduating to project manager level. Jim's diverse project experience, coupled with his strong field background in both size and complexity, has provided him the technical expertise to handle any project management task from the small design-build projects to $100 million projects.

Jim is a master at CPM scheduling, is extremely proficient with Primavera P6, and instructs our junior team members in scheduling logic.

PROJECT SUMMARIES

Canada College Building 9 Redwood City, CA – Repair the exterior envelope of Cañada College Building 9, which includes removing and replacing the stucco finish of the building envelope and waterproofing the perimeter of the 2nd and 3rd level terrace, windows and sunshades.

University of California Berkeley Guest House, Berkeley, CA - Design-Build 57-room hotel, new ground-up three-story wood frame structure. LEED - Silver equivalent

Laney College Best Center, Oakland, CA - New construction of one single story wood frame "Passive" classroom building with mechanical mezzanine (2,151 GSF) and two new wood framed shop buildings shell only (1,053 GSF) each. The three buildings are connected with a non-covered exterior deck.

Quarry Lane School Dublin, CA - 16,000 square foot design-build of two-story wood frame building on ten acres designed into a hillside, which required extensive soil stabilization.

James Scott

EDUCATION

Bachelor of Science, Engineering with a Minor in Business Administration, San Jose State University, San Jose, California

Construction Project Management, University of California, Berkeley, Extension, Berkeley, California

Health and Safety Procedures for Hazardous Waste Site Personnel 29 CFR 1910.120

Confined Space Training 29 CFR 1910.146

Competent Person for Excavation and Trenches Safety Inspections Certification 29 CFR 1926 subpart P

Bay Area Training and Trust (BATT) Refinery Safety

LICENSES AND AFFILIATIONS

U.S. Green Building Council - LEED AP

W.E. LYONS CONSTRUCTION CO.
Since 1926

SCOTT MURTAUGH

Project Manager



RESPONSIBILITIES:

As a project manager for W.E. Lyons Construction Co., James Scott serves as the primary technical and business resource for a given project, as well as the primary point of contact for the Owners, architects, engineers, public agencies and inspectors involved with the project.

PROFESSIONAL EXPERIENCE:

Scott has over 6 years of construction experience and has gained valuable experience in the design-build and design-bid-build delivery methods. As a Project Engineer, Scott has assisted in all phases of a project from both the owner's side and the contractor's side, enhancing his knowledge of team management and project planning. Scott has excellent organizational, project management, writing, communication, and interpersonal skills. Scott has built on his education in construction management, and field experience in construction to support the Project Managers in Estimating, Bidding, Permitting and Project Management including Subcontracts, Purchase Orders, CPM Scheduling; as well as Request for Information, Submittals, Change Orders, LEED Documentation, and Project Closeout. His knowledge of computer based tools helps streamline documentation between all project stakeholders.

LYONS PROJECT EXPERIENCE:

Laney College Best Center, Oakland, CA - New construction of one single story wood frame "Passive" classroom building with mechanical mezzanine (2,151 GSF) and two new wood framed shop buildings shell only (1,053 GSF) each. The three buildings are connected with a non-covered exterior deck.

Diablo Valley College , Pleasant Hill , CA - interior improvements and modifications to existing computer labs and ancillary spaces, construction of two (2) new classrooms within the existing Media Center area, and various ADA-related site improvements.

Berkeley High School: Donahue Gym Modernization , Berkeley , CA - Remodel of team dressing rooms and restrooms, new entry vestibule, structural upgrades, new solar panels on roof, exterior painting and porcelain cladding.

Mills High School Building A and Locker Room Renovation - $5 Million

Mills High School New Classroom Building - $3 Million

Burlingame High School Modernization - $6 Million

EDUCATION:

- California State University, Chico- Bachelor of Science, Construction Management - 2009
- Columbia College, Sonora, - Associate of Science, Fire Technology - 2004

CERTIFCATIONS:

- OSHA 10 hour Construction Safety
- BART Safety Certified
- LEED Green Associate
- Confined Space Rescue Awareness
- Project Management in Primavera 6

W. E. LYONS
CONSTRUCTION CO.
Since 1926

Craig Makela

Superintendent



RESPONSIBILITIES

As a Superintendent for W.E. Lyons Construction Co., Craig Makela is responsible for daily on-site production, which includes directing and coordinating the field construction team and subcontract trades to ensure that all work is accomplished in a safe and professional manner. He is tasked with enforcing company safety procedures and is the primary quality assurance/quality control inspector.

PROFESSIONAL EXPERIENCE

Craig has over 30 years of experience in the construction of commercial and multi-family residential projects. He has been involved in various projects including new commercial, commercial tenant improvements, new retail, heavy industrial, seismic retrofit, high-end corporate office remodels, clean rooms, and multi-family residential.

Craig has been involved with numerous projects where he worked directly with the mechanical, electrical, plumbing, fire sprinkler, fire alarm and security subcontractors during the preconstruction, design, and construction phases. As a superintendent, Craig has created, logged, and tracked the progress of project schedules, request for information (RFIs), submittals, and shop drawings. He is very hands on, pulling permits, leading weekly meetings, drafting meeting minutes and daily reports, and maintaining as-built plans.

PROJECT SUMMARIES

University of California Berkeley Guest House Berkeley, CA - Design-Build 57-room hotel, new ground-up three-story wood frame structure. LEED - Silver equivalent

Laney College Best Center, Oakland, CA - New construction of one single story wood frame "Passive" classroom building with mechanical mezzanine (2,151 GSF) and two new wood framed shop buildings shell only (1,053 GSF) each. The three buildings are connected with a non-covered exterior deck.

Oak Center Homes, Oakland, CA - Exterior and interior repairs and improvements to an existing 81 -unit low-income housing complex. Work included site improvements, ADA requirements, seismic improvements, and mechanical upgrades.

EDUCATION

Vistage Tech Group

AGC Project Management Training, Dallas, TX

Dale Carnegie Customer Relations & Employee Development Training

Click Safety Training Program

Negotiations Training Program

Institute Dunn & Bradstreet Business Education Services Seminar Certified Journeyman Carpenter

Fall Protection Training Program, AGC California

CPR/First Aid Training, American EHS

LICENSES AND AFFILIATIONS

California Contractors License

W.E. LYONS CONSTRUCTION CO.
Since 1926

Dennis Basford
Site Safety Manager



RESPONSIBILITIES

As the Corporate Safety Officer for W.E. Lyons Construction, Dennis is responsible for creating, implementing, and maintaining operational regulatory compliance and risk management programs, ensuring all company operations conform to and remain compliant with mandated Local, State and Federal Safety requirements. He is the active liaison between field and management personnel, promoting communication, increased understanding of safety, working conditions, and necessary safe practices at all levels of the company. Dennis is tasked with communicating and interacting with all levels of an extremely diverse range of internal and external personnel, including various city, county, state, and federal regulatory personnel (BAAQMD, CHP, DOSH, DHS, DMV, DOT, DOE, EPA, OSHA, PUC).

PROFESSIONAL EXPERIENCE

Dennis has over 30 years of construction experience, starting in the field as roofer and working his way through jobsite and technical training to an Ownership level. This valuable field and operational experience lead Dennis into the refinery work with its demand for written process and high safety standards. His vast industry experience has given him a firsthand understanding of the many jobsite hazards that are encountered daily on any given construction site and helped him become a Safety Leader and Mentor.

Along with numerous certifications, he holds an OSHA 510 certification allowing him to teach pertinent OSHA classes. Dennis has developed, written, and administered both overall Corporate Safety Plans as well as jobsite specific safety plans, including assisting both Lyons' and our Subcontractors in properly documenting and complying with job hazard analysis while applying safe work practices.

PROJECT SUMMARIES

Chevron Refinery, Richmond, CA- (2016 - 2022)

Overaa Construction Safety Manager Three-year project that involved building a 120,000 square foot shop building to replace the antiquated existing Chevron shops including a boiler shop, a machine shop, and an instrument and electrical shop. The new building encompassed all shops together under one roof as well as a second level to incorporate an administration office complex and cafe.

Harder Mechanical Safety Manager Successfully completion of a three-year modernization project to make clean burning motor fuels. Managed a crew of ten Safety professionals that oversaw 3,000 workers at the peak of this project.

Andeavor Refinery, Martinez, CA- (1993 - 2008)
Worked at the Tesoro refinery as a plant Operator which then evolved into the position of Fire and Safety Inspector (Eight (8) years). The plant changed ownership many times during his career, including the ownership of Ultramar Diamond Shamrock, Valero, Tesoro, and currently Marathon. Dennis returned to work at this refinery as a turnaround/safety planner in 2015.

Pro Roofing and Construction Fairfield, CA
Dennis has successfully owned and managed his own construction company. This gives him a unique perspective on employee management, as well as balancing production goals while safely operating a business, giving a deeper understanding of the various trades and their safe working requirements.

Dennis Basford

Site Safety Manager

LICENSES AND AFFILIATIONS

Qualified Expert - Construction Safety

General Contractor - B License

OSHA 510 Certified

OSHA 10 & 30 Hour

Certified Health and Safety Inspector

Fire Fighter 6+ years

Confined Space & Structural Rope Rescue Certified

1st Aide, CPR, AED & EMT Certified

Industrial Hygiene Technician Certified

Hazard Material Technician Certified

Scaffolding Erection & Fall Protection

Forklift and Aerial Lift Trainer

W.E.LYONS
CONSTRUCTION CO.
Since 1926

Lyons Approach

W.E. LYONS CONSTRUCTION CO.
Since 1926

APPROACH AND METHODS

Management Philosophy

Lyons believes in taking an integrated approach to project management. This approach begins by engaging every stakeholder at the onset of a project and continuing this collaboration through the delivery process. This integrated approach has been developed over the past Ninety-Six years from providing Design-Build delivery method services to our clients. By being fully responsible for both the design and construction portions of these past projects, we helped formulate the very definition of Integrated Delivery and Lean Construction. More simply said, from our extensive Design-Build experience, the Lyons team has a long track record of solution finding and innovation, which we apply to all project delivery methods.

Pacific Charter School Development, designers, users, major subcontractors and suppliers, local utility companies, and Lyons' own staff will all play critical roles from the initial project-planning phase through preconstruction, procurement, construction, and closeout of the project. This "partnering approach", which Lyons has used successfully on many of its immediate past projects helps us look at the project through the Owner's eyes.

Team Organization

Lyons' proposed team is structured in a way that maximizes the best opportunity to successfully deliver the project. The organizational chart, which will be provided within our management plan, will clearly depict the highly qualified on-site team being supported by appropriate resources off-site, visibly defining the responsibilities and the company they represent. Together, Lyons and our subcontractor partners will utilize the following proven management plan process to deliver the project with minimal support:

- Design Review
- Construction Management
- Construction Quality Control
- Procurement
- Scheduling
- Field Supervision
- Labor Management
- Accounting/Risk Management

Construction Management Technology

Lyons' senior management oversight of the project comes from Greg Lyons, LEED AP (President) and Vinson Heine (Vice President). Through monitoring the progress of the project and the schedule, the senior managers guarantee the project meets contractual and production requirements. Lyons' on-site project management team, James Scott, LEED AP – Sr. Project Manager, Kevin Butler - Preconstruction Manager/Scheduler, Scott Murtaugh – Project Manager, Nick Gooding - Quality Assurance Manager/Project Engineer, and Craig Makela - Project Superintendent, will handle all technical and contractual administration issues, and assure excess capacity to manage the project.

W.E. LYONS
CONSTRUCTION CO.
Since 1926

Clear, consistent, and up to the minute communication is the basis of all successful projects. To identify and solve issues during the project, Lyons will hold weekly on-site meetings with Pacific Charter School Development, designers, and subcontractors from job start to closeout. Lyons' utilizes Procore as a live technology status of project documentation such as submittals, RFI's, As Built drawings, CPM Schedules, and daily activities. Utilizing the following management and collaborative technology tools Lyons' will successfully guide the project to completion utilizing:

- Weekly project meeting minutes - immediately distributed via Procore (Industry leading web-based Construction Management Software).
- Monthly CPM schedule updates/Three-week look ahead schedules via Primavera P6.
- Daily Reports - via Procore
- Daily Quality Control Reports - Utilizing field level iPads.
- RFI logs - managed within Procore for all project participant to view at any time.
- Submittal logs -managed within Procore for all project participants to view at any time.
- Change Order logs - tracked with Viewpoint (Industry leading accounting software) instantly reporting to Procore for all project participants to view at any time.
- Record drawings logs - auto updated using Procore
- As-Built drawings maintenance via Procore.

In addition, Lyons is meticulous about holding internal (office) project team meetings once a week. The internal meetings include both on-site staff, project, and company management. These project team meetings include a preview of all items listed above with the added task of in-depth cost reviews. Our project team meetings will:

- Keep the project on schedule and on track
- Coordinate work activities
- Increased speed of information exchanges
- Help the team execute a pre-determined workflow
- Monitor status and support decisions
- Auto-document all activities
- Schedule, assign, and perform tasks - accountability
- Communicate work results
- Document the project flow and critical dates
- Coordinate Owner and subcontractor billings and payment
- Identify and solve challenges

W.E. LYONS CONSTRUCTION CO.
Since 1926

Procurement

All subcontracting firms interested in bidding on the project will have received a complete written scope of work along with project specific insurance requirements, project schedule, plans and specifications, sample subcontract form, safety plan requirements, and bidding instructions. Lyons receives and treats all bids with the highest regard to confidentiality.

When the subcontractor bids are received, the project team then performed the following analysis:

- Quantify and qualify each bid for proper scope coverage
- Check insurance requirements of apparent low bidders
- Account for any exclusions
- If appropriate, check subcontractor bank and credit references
- If appropriate, perform public records check for excessive claims
- Interview the selected bidders to review scope and be sure that the scope of work and the proposal (dollars) will cover the project as designed.

All subcontract agreements issued by Lyons carefully tie the subcontractors to the prime contract. Before issuing subcontracts, each subcontract firm must meet or exceed Lyons' own standard insurance requirements. Historically, most firms that meet these requirements tend to be established, well organized, and have the appropriate capital to perform the required work.

Quality Control

Lyons and our subcontracting partners are committed to providing a quality product. Our focus on construction quality control emphasizes professional quality, technical accuracy, coordination of all design and construction documents, and the delivery of a high-quality building product.

The overall purpose of the project specific QA/QC manual is to provide easy to understand procedures to assure the quality of construction in accordance with contract requirements and accepted standards for construction with minimal quality assurance or oversight from the Owner.

Quality Control Management Approach

The proven track record of the Lyons Quality Control Plan lies in the simple, easy to follow nature of the CQC/QA. The reporting structure and the plan steps are straightforward with each process, drawing, submittal, test result, and in-place construction being reviewed and back checked by multiple levels of personnel with accountability at each level. From experience, we have learned that all successful projects share several things in common, all of which occur at the front end of the project: properly detailed plans and specifications, properly selected construction materials, proper plan coordination, subcontractor selection, vetted submittals, and identifying all Definable Features of Work.

W.E. LYONS
CONSTRUCTION CO.
Since 1926

Safety Program

Lyons' commitment to Health, Safety, and the Environment (HSE) exists throughout the organization, from the corporate office to the job site. This commitment is evident in the day-to- day activities of our business, from policy development to employee training to jobsite safety implementation. Our management is responsible for incorporating HSE considerations into our daily business through the implementation of programs designed to protect the health and safety of our employees, contractors, customers, partners, communities, and the environment. Lyons has been awarded the Associated General Contractors' Award for Exceptional Construction Safety and in 2022 received the Associated Builders and Contractors' STEP Platinum Safety Award. Lyons' current EMR rate is 0.96.

Schedule Discussion

Developing and maintaining a comprehensive schedule is standard for every project Lyons constructs. Lyons will utilize Primavera P6 Professional software for the project schedule. P6 is the industry leader and standard for scheduling amongst professionals. All work in the submittal phase, including constructability reviews and permitting activities, will be reflected on the final CPM schedule, and more importantly, linked to procurement and construction activities that they affect.

During the construction phase Lyons will submit a baseline schedule for approval which will become the basis for contract duration. Lyons' management team will update the schedule weekly with published updates monthly.

Upon award our preliminary schedule will be further developed to include added information gained through contracting, owner interface and subcontractor input. The level of detail will substantially increase for the baseline submittal.

The CPM base line schedule will allow the project team to identify all long-lead time items so early procurement, either by the standard subcontracting process or by purchase order, is achieved. An outside scheduling consultant and senior management will review and approve the baseline schedule prior to publishing for approval. All subcontractors and suppliers will receive a copy of the baseline schedule and it will become part of each subcontract and purchase order issued by Lyons.
In addition to the full CPM schedule, each week Lyons will produce a three-week look-ahead schedule in Primavera for use by the project team. The look-ahead schedule gives a greater level of detail for current and upcoming activities, providing the team with a realistic tool for setting production expectations and managing workflow on a daily basis.

W.E.LYONS
CONSTRUCTION CO.
Since 1926

Financial Statement

(Separate Enclosure)

Project Name:	**Voices Morgan Hill**	**Estimate No:**	**1.00**
Project No. :		**Estimate Date:**	**07 17 2023**
Est. Type:	**Private Negotiated**	**Project Area (Sq Ft):**	

W.E. LYONS CONSTRUCTION CO.
Since 1926

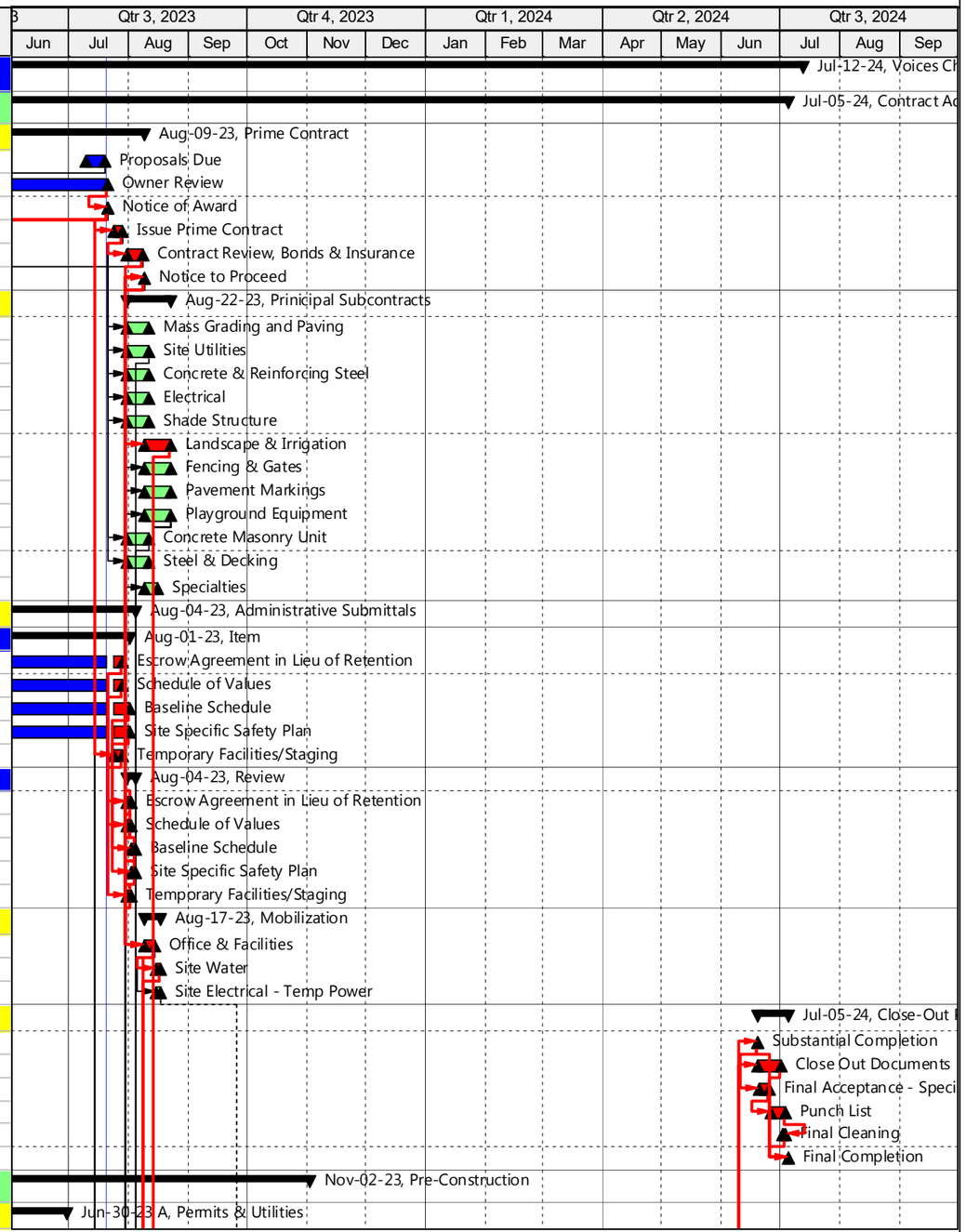
Item		Estimate	Division Total
01	General Conditions		**$691,700.00**
	Project Management and Supervision	$570,520.00	
	General Requirements	$4,850.00	
	Temporary Facilities and Controls	$116,330.00	
01 35 15	CALGreen Environmental Requirements	$0.00	
01 74 10	Waste Management	$0.00	
02	Existing Conditions		**$11,000.00**
02 41 13	Selective Site Demolition	$11,000.00	
03	Concrete		**$0.00**
03 10 00	Concrete Formwork **(inc w/32 16 00)**	$0.00	
03 20 00	Concrete Reinforcing **(inc w/32 16 00)**	$0.00	
03 30 00	Cast-in-Place Concrete **(inc w/32 16 00)**	$0.00	
04	Masonry		**$34,356.00**
04 22 00	Concrete Masonry Unit	$34,356.00	
05	Metals		**$44,814.00**
05 10 00	Structural Steel Framing	$44,814.00	
05 50 00	Metal Fabrications **(inc w/05 10 00)**	$0.00	
06	Wood, Plastics, and Composites		**$4,500.00**
06 10 00	Rough Carpentry	$4,500.00	
07	Thermal and Moisture Protection		**$0.00**
07 41 10	Corrugated Metal Roofing **(inc w/05 10 00)**	$0.00	
07 60 00	Flashing and Sheet Metal **(Excluded)**	$0.00	
07 90 00	Joint Sealers **(Excluded)**	$0.00	
08	Openings - NOT USED	.	**$0.00**
09	Finishes		**$58,800.00**
09 24 00	Portland Cement Plaster	$46,800.00	
09 90 00	Painting & Coating	$12,000.00	
09 96 60	High-Build Glazed Coatings **(inc w/09 90 00)**	$0.00	
10	Specialties		**$27,880.00**
10 14 00	Signage **(Allowance)**	$20,000.00	
10 51 00	Metal Lockers **(Excluded)**	$0.00	
10 56 10	Metal Storage Shelving **(Excluded)**	$0.00	
10 75 00	Metal Flagpoles	$7,880.00	
11	Equipment		**$32,860.00**
11 68 00	Playground Structures	$32,860.00	
12	Furnishings		**$27,845.00**
12 93 00	Site Furnishings **(Benches)**	$17,435.00	
12 93 10	Metal Bicycle Lockers	$6,955.00	
12 93 20	Bicycle Racks	$3,455.00	
13	Special Construction		**$187,360.00**
13 31 00	Lunch Structure	$187,360.00	
13 34 20	Pre-Fabricated Mod Buildings **(Excluded)**	$0.00	
14	Conveyors - NOT USED		**$0.00**
21	Fire Suppression - NOT USED		**$0.00**
22	Plumbing		**$10,000.00**
	Utility Connection	$10,000.00	
23	Heating, Ventilating, and Air Conditioning - NOT USED		**$0.00**
26	Electrical		**$1,907,401.00**
26 05 00	Common Work Results for Electrical	$1,907,401.00	
27	Communications - NOT USED		**$0.00**
28	Electronic Safety & Security - NOT USED		**$0.00**
31	Earthwork - NOT USED		**$0.00**
32	Exterior Improvements		**$2,129,335.00**
32 12 33	Grading & Paving	$728,000.00	
32 12 36	Pavers+ Sand Bedding	$151,500.00	
32 16 00	Concrete Curbs, Gutters, and Paving	$452,475.00	
32 17 00	Parking Bumpers and City Stripping	$150,000.00	
32 17 20	Tactile Warning Surfaces **(inc w/03 16 00)**	$0.00	
32 18 10	Engineered Wood Fiber Play Surface **(inc w/11 68 00)**	$0.00	
32 31 17	Ornamental Welded Wire Fence & Gates	$393,960.00	
32 31 10	Chain Link Fence & Gates **(inc w/32 31 17)**	$0.00	
32 84 00	Planting Irrigation **(inc w/32 90 00)**	$0.00	
32 90 00	Planting	$253,400.00	
33	Utilities		**$868,910.00**
33 11 00	Water Utility Distribution Piping	$304,000.00	
33 31 00	Sanitary Utility Sewerage Piping	$153,000.00	
33 41 00	Storm Utility Drainage Piping	$411,910.00	
	Subtotal	**$6,036,761.00**	**$6,036,761.00**
Overhead	3.75%	$226,378.54	$226,378.54
Fee	3.75%	$226,378.54	$226,378.54
Contingency	2.00%	$120,735.22	$120,735.22
	Subtotal	**$6,610,253.30**	**$6,610,253.30**
Warranty	0.20%	$13,220.51	$13,220.51
Project Liability	0.85%	$56,299.53	$56,299.53
All risk Insurance	All Risk & Umbrella	$0.00	$0.00
Bonding	Insert from Bond Calculator	$63,000.00	$63,000.00
Tax	0.00%	$0.00	$0.00
City Tax	0.00%	$0.00	$0.00
	Total Base Bid	**$6,742,773.33**	**$6,742,773.33**

Voices Charter School

W. E. Lyons Construction Co.
Preliminary Schedule

Jul-21-23 15:13

Activity ID	Activity Name	Original Duration	Start	Finish	Responsibility
Voices Charter School		496	Jun-22-22 A	Jul-12-24	
Contract Administration		490	Jun-22-22 A	Jul-05-24	
Prime Contract		267	Jun-22-22 A	Aug-09-23	
A1000	Proposals Due	7	Jul-10-23 A	Jul-19-23 A	
A1010	Owner Review	3	Jun-22-22 A	Jul-21-23	
A1020	Notice of Award	1	Jul-21-23	Jul-21-23	
A1030	Issue Prime Contract	5	Jul-24-23	Jul-28-23	
A1040	Contract Review, Bonds & Insurance	7	Jul-31-23	Aug-08-23	
A1060	Notice to Proceed	0	Aug-09-23	Aug-09-23	
Principal Subcontracts		17	Jul-31-23	Aug-22-23	
A1100	Mass Grading and Paving	10	Jul-31-23	Aug-11-23	
A1110	Site Utilities	10	Jul-31-23	Aug-11-23	
A1120	Concrete & Reinforcing Steel	10	Jul-31-23	Aug-11-23	
A1130	Electrical	10	Jul-31-23	Aug-11-23	
A1140	Shade Structure	10	Jul-31-23	Aug-11-23	
A1150	Landscape & Irrigation	10	Aug-09-23	Aug-22-23	
A1160	Fencing & Gates	10	Aug-09-23	Aug-22-23	
A1170	Pavement Markings	10	Aug-09-23	Aug-22-23	
A1180	Playground Equipment	10	Aug-09-23	Aug-22-23	
A1190	Concrete Masonry Unit	10	Jul-31-23	Aug-11-23	
A1200	Steel & Decking	10	Jul-31-23	Aug-11-23	
A1210	Specialties	5	Aug-09-23	Aug-15-23	
Administrative Submittals		244	Jul-25-22 A	Aug-04-23	
Item		239	Jul-25-22 A	Aug-01-23	
A1300	Escrow Agreement in Lieu of Retention	3	Jul-25-22 A	Jul-28-23	
A1310	Schedule of Values	3	Jul-26-22 A	Jul-28-23	
A1320	Baseline Schedule	5	Jul-26-22 A	Aug-01-23	
A1330	Site Specific Safety Plan	3	Jul-26-22 A	Aug-01-23	
A1340	Temporary Facilities/Staging	5	Jul-24-23	Jul-28-23	
Review		5	Jul-31-23	Aug-04-23	
A1350	Escrow Agreement in Lieu of Retention	3	Jul-31-23	Aug-02-23	
A1360	Schedule of Values	3	Jul-31-23	Aug-02-23	
A1370	Baseline Schedule	3	Aug-02-23	Aug-04-23	
A1380	Site Specific Safety Plan	3	Aug-02-23	Aug-04-23	
A1390	Temporary Facilities/Staging	3	Jul-31-23	Aug-02-23	
Mobilization		7	Aug-09-23	Aug-17-23	
A1400	Office & Facilities	4	Aug-09-23	Aug-14-23	
A1410	Site Water	3	Aug-15-23	Aug-17-23	
A1420	Site Electrical - Temp Power	3	Aug-15-23	Aug-17-23	
Close-Out Proceedures		11	Jun-19-24	Jul-05-24	
A1440	Substantial Completion	1	Jun-19-24	Jun-19-24	
A1450	Close Out Documents	9	Jun-19-24	Jul-01-24	
A1460	Final Acceptance - Special Inspections	4	Jun-20-24	Jun-25-24	
A1470	Punch List	6	Jun-26-24	Jul-03-24	
A1480	Final Cleaning	2	Jul-02-24	Jul-03-24	
A1490	Final Completion	0	Jul-05-24	Jul-05-24	
Pre-Construction		72	Apr-03-23 A	Nov-02-23	
Permits & Utilities		5	Apr-03-23 A	Jun-30-23 A	



Actual Work
Remaining Work
Critical Remaining Work
Current Bar Labels
Milestone
Summary

TASK filter: All Activities

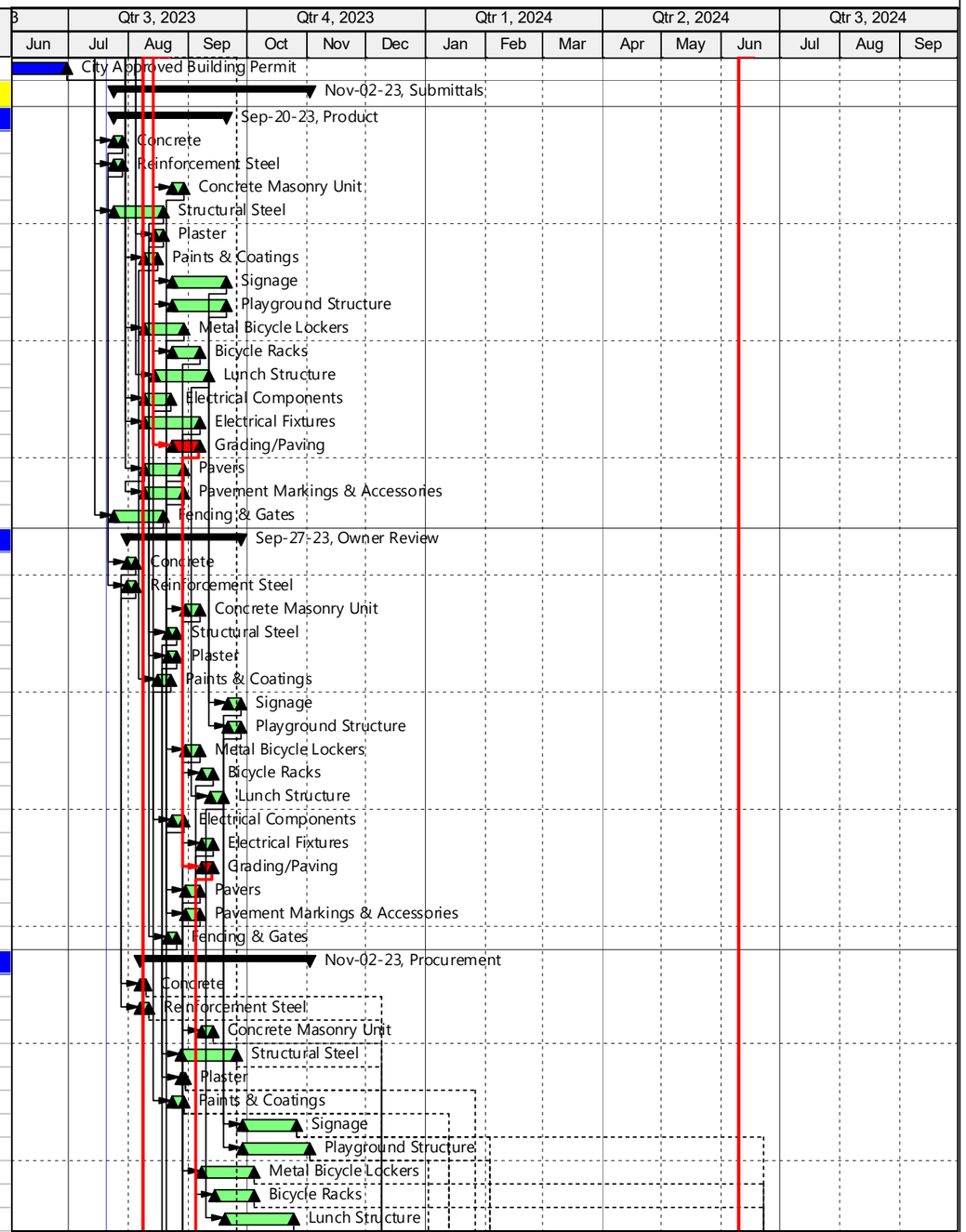
© Oracle Corporation

Voices Charter School

W. E. Lyons Construction Co.
Preliminary Schedule

Jul-21-23 15:13

Activity ID	Activity Name	Original Duration	Start	Finish	Responsibility
A1500	City Approved Building Permit	5	Apr-03-23 A	Jun-30-23 A	
Submittals		72	Jul-24-23	Nov-02-23	
Product		42	Jul-24-23	Sep-20-23	
A1600	Concrete	5	Jul-24-23	Jul-28-23	
A1610	Reinforcement Steel	5	Jul-24-23	Jul-28-23	
A1620	Concrete Masonry Unit	5	Aug-23-23	Aug-29-23	
A1630	Structural Steel	20	Jul-24-23	Aug-18-23	
A1650	Plaster	5	Aug-14-23	Aug-18-23	
A1660	Paints & Coatings	5	Aug-09-23	Aug-15-23	
A1680	Signage	20	Aug-23-23	Sep-20-23	
A1690	Playground Structure	20	Aug-23-23	Sep-20-23	
A1700	Metal Bicycle Lockers	15	Aug-09-23	Aug-29-23	
A1710	Bicycle Racks	10	Aug-23-23	Sep-06-23	
A1720	Lunch Structure	20	Aug-14-23	Sep-11-23	
A1730	Electrical Components	10	Aug-09-23	Aug-22-23	
A1740	Electrical Fixtures	20	Aug-09-23	Sep-06-23	
A1750	Grading/Paving	10	Aug-23-23	Sep-06-23	
A1760	Pavers	15	Aug-09-23	Aug-29-23	
A1770	Pavement Markings & Accessories	15	Aug-09-23	Aug-29-23	
A1790	Fencing & Gates	20	Jul-24-23	Aug-18-23	
Owner Review		42	Jul-31-23	Sep-27-23	
A1900	Concrete	5	Jul-31-23	Aug-04-23	
A1910	Reinforcement Steel	5	Jul-31-23	Aug-04-23	
A1920	Concrete Masonry Unit	5	Aug-30-23	Sep-06-23	
A1930	Structural Steel	5	Aug-21-23	Aug-25-23	
A1950	Plaster	5	Aug-21-23	Aug-25-23	
A1960	Paints & Coatings	5	Aug-16-23	Aug-22-23	
A1980	Signage	5	Sep-21-23	Sep-27-23	
A1990	Playground Structure	5	Sep-21-23	Sep-27-23	
A2000	Metal Bicycle Lockers	5	Aug-30-23	Sep-06-23	
A2010	Bicycle Racks	5	Sep-07-23	Sep-13-23	
A2030	Lunch Structure	5	Sep-12-23	Sep-18-23	
A2040	Electrical Components	5	Aug-23-23	Aug-29-23	
A2050	Electrical Fixtures	5	Sep-07-23	Sep-13-23	
A2060	Grading/Paving	5	Sep-07-23	Sep-13-23	
A2070	Pavers	5	Aug-30-23	Sep-06-23	
A2080	Pavement Markings & Accessories	5	Aug-30-23	Sep-06-23	
A2100	Fencing & Gates	5	Aug-21-23	Aug-25-23	
Procurement		62	Aug-07-23	Nov-02-23	
A2200	Concrete	3	Aug-07-23	Aug-09-23	
A2210	Reinforcement Steel	5	Aug-07-23	Aug-11-23	
A2220	Concrete Masonry Unit	5	Sep-07-23	Sep-13-23	
A2230	Structural Steel	20	Aug-28-23	Sep-25-23	
A2250	Plaster	3	Aug-28-23	Aug-30-23	
A2260	Paints & Coatings	5	Aug-23-23	Aug-29-23	
A2280	Signage	20	Sep-28-23	Oct-26-23	
A2290	Playground Structure	25	Sep-28-23	Nov-02-23	
A2300	Metal Bicycle Lockers	20	Sep-07-23	Oct-04-23	
A2310	Bicycle Racks	15	Sep-14-23	Oct-04-23	
A2320	Lunch Structure	25	Sep-19-23	Oct-24-23	



Actual Work
Remaining Work
Critical Remaining Work
Current Bar Labels
Milestone
Summary

TASK filter: All Activities

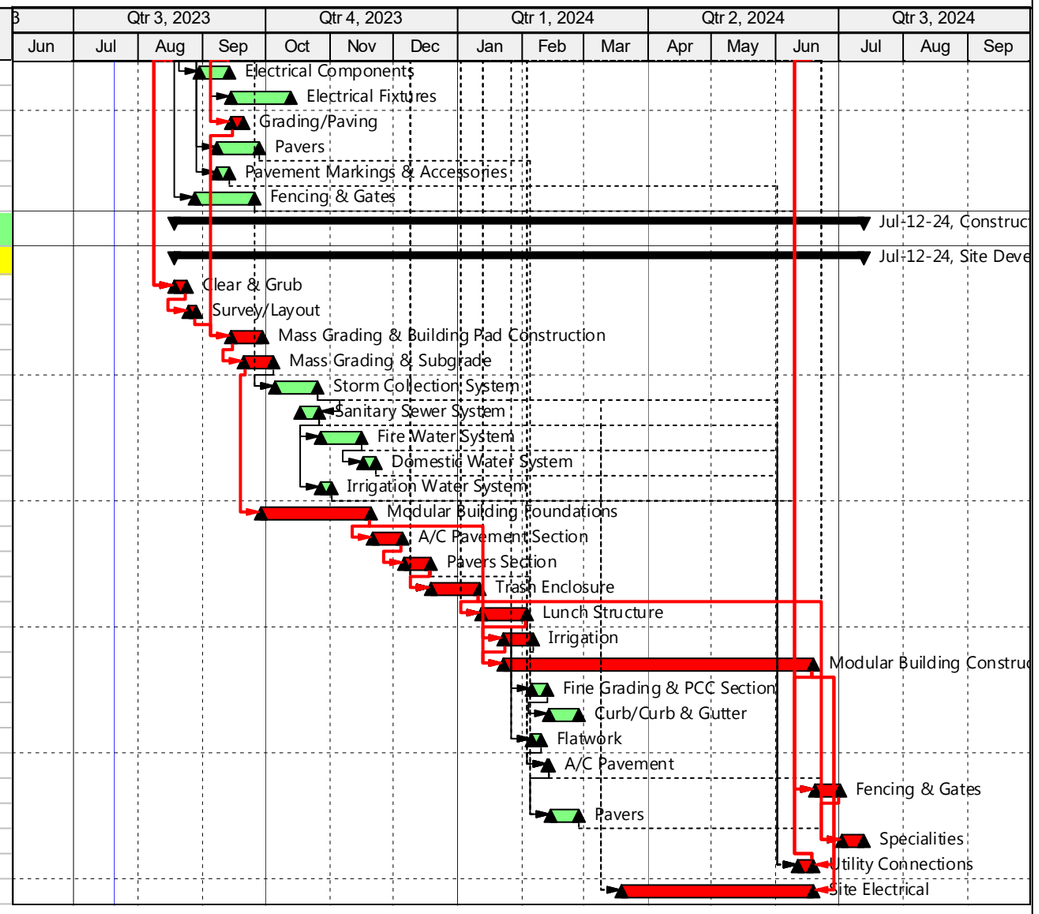
© Oracle Corporation

Voices Charter School

W. E. Lyons Construction Co.
Preliminary Schedule

Jul-21-23 15:13

Activity ID	Activity Name	Original Duration	Start	Finish	Responsibility
A2330	Electrical Components	10	Aug-30-23	Sep-13-23	
A2340	Electrical Fixtures	20	Sep-14-23	Oct-12-23	
A2350	Grading/Paving	5	Sep-14-23	Sep-20-23	
A2360	Pavers	15	Sep-07-23	Sep-27-23	
A2370	Pavement Markings & Accessories	5	Sep-07-23	Sep-13-23	
A2390	Fencing & Gates	20	Aug-28-23	Sep-25-23	
Construction		222	Aug-18-23	Jul-12-24	
Site Development		222	Aug-18-23	Jul-12-24	
A2500	Clear & Grub	5	Aug-18-23	Aug-24-23	
A2510	Survey/Layout	2	Aug-25-23	Aug-28-23	
A2520	Mass Grading & Building Pad Construction	12	Sep-14-23	Sep-29-23	
A2530	Mass Grading & Subgrade	11	Sep-20-23	Oct-04-23	
A2540	Storm Collection System	14	Oct-05-23	Oct-25-23	
A2550	Sanitary Sewer System	8	Oct-17-23	Oct-26-23	
A2560	Fire Water System	12	Oct-27-23	Nov-15-23	
A2570	Domestic Water System	5	Nov-16-23	Nov-22-23	
A2580	Irrigation Water System	4	Oct-27-23	Nov-01-23	
A2590	Modular Building Foundations	35	Sep-28-23	Nov-20-23	
A2600	A/C Pavement Section	9	Nov-21-23	Dec-05-23	
A2610	Pavers Section	8	Dec-06-23	Dec-18-23	
A2620	Trash Enclosure	15	Dec-19-23	Jan-11-24	
A2630	Lunch Structure	15	Jan-12-24	Feb-02-24	
A2640	Irrigation	11	Jan-22-24	Feb-05-24	
A2650	Modular Building Construction	105	Jan-22-24	Jun-18-24	
A2660	Fine Grading & PCC Section	6	Feb-05-24	Feb-12-24	
A2670	Curb/Curb & Gutter	10	Feb-13-24	Feb-27-24	
A2680	Flatwork	5	Feb-05-24	Feb-09-24	
A2690	A/C Pavement	2	Feb-12-24	Feb-13-24	
A2700	Fencing & Gates	13	Jun-19-24	Jul-01-24	
A2710	Pavers	9	Feb-14-24	Feb-27-24	
A2720	Specialities	8	Jul-02-24	Jul-12-24	
A2730	Utility Connections	6	Jun-11-24	Jun-18-24	
A2740	Site Electrical	65	Mar-19-24	Jun-18-24	



Actual Work
Remaining Work
Critical Remaining Work
Current Bar Labels
Milestone
Summary

TASK filter: All Activities

© Oracle Corporation