TAMALPAIS UNION HIGH SCHOOL DISTRICT
Larkspur, California

Resolution No. 25-05

RESOLUTION SUPPORTING APPROVAL OF PHASE 2, INCREMENT 3 PARTIAL GUARANTEED MAXIMUM PRICE FOR THE TAMALPAIS HIGH SCHOOL STEAM BUILDING REPLACEMENT PROJECT LEASE-LEASEBACK AGREEMENT WITH LATHROP CONSTRUCTION ASSOCIATES, INC.

WHEREAS, Tamalpais Union High School District ("District") is currently undertaking a project known as the **Tamalpais High School STEAM Building Replacement Project** ("Project"); and

WHEREAS, the District, on November 20, 2023, issued a Request for Qualifications and Proposals ("RFQ/P") for the Project, which included procedures and guidelines for evaluating the qualifications of proposers to ensure the best value selection by the District is conducted in a fair and impartial manner ("Best Value Methodology"); and

WHEREAS, District staff previously reviewed proposals for the Project submitted in response to RFQ/P in accordance with the Best Value Methodology and taking into consideration all proposers' demonstrated competence and professional qualifications necessary for the satisfactory performance of the services required; and

WHEREAS, after consideration of all proposals, on February 6, 2024, the Board approved the award of (a) the Preconstruction Agreement, and (b) the Site Lease and Facilities Lease (together, "Lease-Leaseback Agreement") for the Project to Lathrop Construction Associates, Inc. ("Lathrop"), who was the highest ranked respondent according to the Best Value Methodology; and

WHEREAS, pursuant to the terms of the RFQ/P, the District entered into the Lease-Leaseback Agreement, including preconstruction scope services, with Lathrop to develop a Guaranteed Maximum Price ("GMP") for the Project; and

WHEREAS, on December 16, 2024, the Board of Trustees approved the GMP for the Project's Phase 1 Temporary Housing scope of work; and on May 20, 2025, approved the GMP for the Project's Phase 2 Increment 1 (Selective Demolition and Utilities) and the Phase 2 Increment 2 (Selective Demolition, Shoring and Pad Preparation) scopes of work; and

WHEREAS, currently the District and Lathrop have agreed upon a Partial GMP for the Project's Phase 2, Increment 3 (Remaining Demolition, New Construction), scope of work, a copy of which is attached hereto as **Exhibit "A,"** based on the Lease-Leaseback Agreement terms and conditions, in order to keep the Project progressing toward a timely and cost-efficient completion; and

WHEREAS, after and contingent upon the Division of the State Architect's ("DSA") approval of the Phase 2, Increment 3 Project plans and specifications, the District anticipates issuing a further Amendment to the Lease-Leaseback Agreement with Lathrop finalizing the full GMP based on the Phase 2, Increment 1 and Increment 2, as well as the Phase 2 Increment 3 scope of work (Remaining Demolition, New Construction) negotiated GMP, which the Resolution for the Phase 2 full GMP will be brought back to the Board for approval.

NOW, THEREFORE, the Tamalpais Union High School District Board of Trustees hereby resolves, determines, and finds the following:

Section 1. That the foregoing recitals and the findings are true.

Section 2. That, based on the foregoing, it is in the District's best interest to agree upon the revised partial GMP of **ONE HUNDRED FORTY SEVEN THOUSAND, NINE HUNDRED AND ONE DOLLARS ($147,901)** for the Project's Phase 2, Increment 3 (Remaining Demolition, New Construction) scope of work with Lathrop.

Section 3. That the Superintendent, or designee, is authorized pursuant to this Resolution to take any and all actions and make all changes to the Lease Leaseback Agreement that are necessary to carry out, give effect to, and comply with the terms and intent of this Resolution.

PASSED and ADOPTED this 28th day of October, 2025, by the Board of Trustees of the Tamalpais Union High School District.

AYES: 5

NOES: 0

ABSENT: 0

ABSTAIN: 0

Board Member	Aye	No	Absent	Abstain
Cynthia Roenisch	X			
Jenny Holden	X			
Kevin Saavedra	X			
Ida Times-Green	X			
Emily Uhlhorn	X			

I, Courtney Goode, Secretary to the Board of Trustees, do hereby certify that the foregoing is a true and correct copy of a Resolution adopted by the Board of Trustees of the TAMALPAIS UNION HIGH SCHOOL DISTRICT at their meeting of October 28, 2025, which Resolution is on file in the office of said Board.

Courtney Goode
Secretary of the Board of Trustees

ATTEST:

Cynthia Roenisch
President, Board of Trustees

ATTACHMENT A

AMENDMENT NO. 3 TO FACILITIES LEASE BY AND BETWEEN TAMALPAIS UNION HIGH SCHOOL DISTRICT AND LATHROP CONSTRUCTION ASSOCIATES, INC.

This Amendment No. 3 to the Facilities Lease ("Amendment No. 3") is made and entered into this 28th day of October 2025 ("Effective Date") by and between the Tamalpais Union High School District ("District") and Lathrop Construction Associates, Inc. ("Developer") (collectively, the "Parties") as follows:

RECITALS

WHEREAS, the Parties entered into a Facilities Lease, dated February 6, 2024, pertaining to the Tamalpais HS STEAM Building Replacement Project ("Project") at 700 Miller Avenue, Mill Valley, CA ("Project Site");

WHEREAS, the Parties previously executed Amendment No. 1 to the Facilities Lease ("Amendment No. 1"), on or about January 16, 2025, which, among other things, established a Partial Guaranteed Maximum Price ("GMP") for the Project relating solely to Phase 1 Temporary Housing scope of services of One Million, Six Hundred Ten Thousand, Three Hundred Three Dollars and 25/100 Dollars ($1,610,303.25), and to adopt the Construction Schedule for the Project;

WHEREAS, the Parties previously executed Amendment No. 2 to the Facilities Lease ("Amendment No. 2"), on or about May 20, 2025, which, among other things, established (1) a Partial Phase 2 Guaranteed Maximum Price for Phase 2, Increments 1 and 2, for the Project of Six Million, Two Hundred Forty-Four Thousand, One Hundred and Thirty-Three Dollars ($6,244,133.00), and (2) to adopt the Construction Schedule for the Project. The Partial Phase 2, Increments 1 and 2 are:

- Tamalpais High School STEAM Building Increment 1 - Selective Demolition and Utilities ("Increment 1")
    - Scope of Work - Selective site demolition for permanent utility routing provision for Increment 3 scope of work. Removal of (E) portable building U. Installation of Temporary and Permanent Utilities. Addition of four new fire hydrants.
- Tamalpais High School STEAM Building Increment 2 - Selective Demolition, Shoring and Pad Preparation ("Increment 2")
    - Scope of Work - Demolition of Existing classroom building N and two (E) storage/maintenance buildings, buildings Q and T. Removal of (E) portables. Shoring and ground stabilization. Pad Preparation for Increment 3 Scope of Work; and

WHEREAS, The Parties have submitted to the California Division of State Architect ("DSA") the plans and specifications for the Project, Phase 2, Increment 3 (Remaining Demolition, New Construction), and anticipate receiving DSA approval in the next few weeks. Pending the DSA's full approval of the Phase 2, Increment 3 plans and specifications, the Parties need to immediately start preparing shop drawings and submittals to avoid severe impact to the

Project budget and schedule. The Parties acknowledge and agree that should the DSA final approval of the Phase 2, Increment 3 scope of work be revised in a manner that affects shop drawings and submittals prepared before DSA final approval, the shop drawings and submittals will need to be revised and resubmitted to comply with the DSA approved Phase 2, Increment 3 documents. Therefore, the Parties now desire to amend and supplement the Facilities Lease to, among other things, provide structural and miscellaneous steel detailing and associated shop drawings and submittals for the Increment 3 scope of work for the Project of One Hundred Forty Seven Thousand Nine Hundred One Dollars ($147,901.00); and

WHEREAS, the Parties anticipate issuing a further Agreement Amendment to revise and finalize the Project GMP once the California Division of State Architect approves the plans and specifications for Phase 2, Increment 3 (Remaining Demolition, New Construction).

NOW, THEREFORE, the Parties agree as follows:

Section I. Amendment to Facilities Lease.

1. Section 11.1.2 of the Facilities Lease is amended and replaced with the following:

11.1.2 Contract Time / Construction Schedule

It is hereby understood and agreed as follows:

- The Contract Time for Phase 2, Increment 1 and Increment 2, of this Project as outlined in Amendment 2 to the Facilities Lease, remains March 19, 2026.

- The Contract Time for Phase 2, Partial Increment 3 Structural and Miscellaneous Steel Detailing and Associated Shop Drawings and Submittals shall be completed by February 23, 2026.

- The Construction schedule for this Phase 2, Partial Increment 3 for Miscellaneous Steel Detailing and Associated Shop Drawings and Submittals must be approved by the District.

- The payment for this Phase 2, Partial Increment 3 regarding Miscellaneous Steel Detailing and Associated Shop Drawings and Submittals scope of work of One Hundred Forty-Seven Thousand Nine Hundred One Dollars ($147,901.00) is an advance payment on the GMP for the full Phase 2, Increment 3 (Remaining Demolition, New Construction) scope of work for which the District shall receive a credit.

Section II. All Other Provisions Reaffirmed.

All other provisions of the Facilities Lease shall remain in full force and effect and are hereby reaffirmed. If there is any conflict between this Amendment No. 3 and any provision of the Facilities Lease or any prior amendment thereto, the provisions of this Amendment No. 3 shall control.

IN WITNESS WHEREOF, the Parties have caused this Amendment No. 3 to the Facilities Lease to be executed by their respective officers who are duly authorized, as of the Effective Date.

ACCEPTED AND AGREED on the date indicated below:

Dated:	Dated:
TAMALPAIS UNION HIGH SCHOOL DISTRICT	LATHROP CONSTRUCTION ASSOCIATES, INC
By: _____	By: _____
Name: Mike Woolard	Name: Anthony D'Amante
Title: Sr. Director of Facilities Planning	Title: Executive Vice President