

OAKLAND UNIFIED SCHOOL DISTRICT  
OFFICE OF THE SUPERINTENDENT  
JUNE 13, 2012

LEGISLATIVE FILE

File ID No. 12-1574  
Introduction Date 6/13/12  
Enactment No. 12-1617  
Enactment Date 6-13-12  
By AS

**TO:** Board of Education

**FROM:** Tony Smith, Ph. D, Superintendent  
Timothy White, Associate Superintendent for Facilities Planning &  
Management

**SUBJECT:** APPROVAL, EXECUTION AND DELIVERY OF SITE LEASE AGREEMENT,  
FACILITIES LEASE AGREEMENT AND OTHER ACTS RELATING TO THE  
CONSTRUCTION OF THE KING ESTATES MIDDLE SCHOOL SEISMIC  
RETROFIT PROJECT, LOCATED AT KING ESTATES MIDDLE SCHOOL 3550  
64TH AVE, OAKLAND, CA 94605

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**ACTION REQUESTED:**

Approval by the Board of Education of the Lease Leaseback delivery of the King Estates Middle School seismic retrofit project through the approval of the Site Lease Agreement, Facilities Lease Agreement and related construction documents.

**BACKGROUND:**

California Education Code section 17406 permits the governing board of a school district, without advertising for bids, to lease to any person, firm or corporation any real property owned by the District if the instrument by which such property is leased requires the lessee to construct on the leased premises, or provide for the construction thereon, a building or buildings for the use of the school district, during the term of the lease, and provides that title to the building(s), and underlying real property, shall vest back in the school district at the expiration of the lease. This is known as the Lease-Leaseback method of construction delivery, and is an Office of Public School Construction (OPSC) approved method for the construction and modernization of California public schools.

**CURRENT CONSIDERATIONS:**

The Lease Leaseback Agreements before the Board of Education provide for Swinerton Builders, Inc., a California general contractor, (Developer), to lease certain District property and construct the improvements to the King Estates Middle School campus (Project) per the Division of State Architect approved design documents at a predetermined agreed upon price, and lease back the Project to the District. The final Guaranteed Project Cost (GPC), per provisions in the Education Code, will be established at the time the final construction bids have been determined and reviewed by District staff and the District's Facilities Department consulting teams. The District will make

tenant improvement payments (TI Payments) to the Developer during the Project's construction phase pursuant to the Facilities Lease, and once the District has made all the TI Payments to satisfy the entire agreed upon GPC, the Site Lease and Facilities Lease shall terminate, and title to the Project shall vest once again with the District, free of any further encumbrances.

**FISCAL IMPACT:**

**\$Eight Million Three Hundred Thousand Seven Hundred Thirty One Dollars (\$8,313,731),** the Final Guaranteed Project Cost; Measure B Capital Funds

**RECOMMENDATION:**

Recommend that the Board of Education approve and execute the *Site Lease Agreement* and the *Facilities Lease Agreement*.

**ATTACHMENT(s):**

SITE LEASE AGREEMENT; FACILITIES LEASE AGREEMENT

**OAKLAND UNIFIED SCHOOL DISTRICT  
BOARD OF EDUCATION  
RESOLUTION NO. 1112-0760**

**APPROVING THE EXECUTION AND DELIVERY OF  
SITE LEASE AGREEMENT, FACILITIES LEASE AGREEMENT AND OTHER ACTS RELATING TO  
THE CONSTRUCTION OF THE  
KING ESTATES MIDDLE SCHOOL SEISMIC RETROFIT PROJECT,  
LOCATED AT 3550 64TH AVE, OAKLAND, CA 94605**

**WHEREAS**, the Oakland Unified School District (“District”) desires to deliver the construction of the King Estates Middle School Seismic Retrofit (“Project”), located at 3550 64th Ave, Oakland, CA 94605 (“Site”) as a lease-leaseback project whereby the District will lease the Site which the District owns to SWINERTON BUILDERS (“Developer”), which agrees to construct the Project thereon and leaseback the Project and underlying Site to the District;

**WHEREAS**, California Education Code section 17406 permits the governing board of a school district, without advertising for bids, to lease to any person, firm or corporation any real property owned by the District if the instrument by which such property is leased requires the lessee to construct on the leased premises, or provide for the construction thereon, a building or buildings for the use of the school district, during the term of the lease, and provides that title to the building(s), and underlying real property, shall vest back in the school district at the expiration of the lease. This is known as the Lease-Leaseback method of construction delivery, and is an Office of Public School Construction (OPSC) approved method for the construction and modernization of California public schools.

**WHEREAS**, it is in the best interests of the District to cause the construction of the Project through the Lease Leaseback method of construction delivery pursuant to California Education Code section 17406;

**WHEREAS**, in order to complete the Project through the Lease Leaseback delivery method, it is necessary that the District enter into a Site Lease, in which the Site will be leased to the Developer, and a Facilities Lease which provides for the leaseback of the Site and the Project by the Developer to the District, and that certain other actions be taken and authorized;

**WHEREAS**, the Facilities Lease includes construction provisions and general conditions with which the Developer shall comply with respect to the construction of the Project and in accordance with California Law;

**WHEREAS**, pursuant to California Education Code section 17402, the plans and specifications for the Project must be prepared and adopted prior to entering into the Site Lease and the Facilities Lease for the Project (“Plans and Specifications”);

**WHEREAS**, the Plans and Specifications for the Project have been prepared by the District's Architect of Record for the Project ZFA Architects and the Division of the State Architect ("DSA") has given approval to the Plans and Specifications;

**WHEREAS**, the Board of Education has been presented with the form of each lease referred to herein relating to the transactions contemplated hereby and the Board of Education resolves to examine and approve each document and desires to authorize and direct the execution of such documents and the consummation of such transactions relating to the Lease Leaseback delivery of the Project;

**WHEREAS**, all acts, conditions and things required by the laws of the State of California to have happened and to have been performed precedent to and in connection with the consummation of the transactions authorized hereby do exist, have happened, and have been performed in regular and due time, form and manner as required by law, and the District is now duly authorized and empowered, pursuant to each and every requirement of law, to consummate the contemplated transactions, for the purpose, in the manner, and upon the terms herein provided.

**NOW, THEREFORE**, the Board of Education of the Oakland Unified School District hereby finds, determines, declares, orders, and resolves as follows:

**Section 1.** That the above recitals are true and correct.

**Section 2.** The form of agreement entitled "Site Lease" and the form of Agreement entitled "Facilities Lease" (with construction provisions as Exhibits attached thereto), each to be entered into by and between the District and the Developer, which together provide generally for (i) the lease by the District of the Site to the Developer, (ii) the Leaseback of the Site and the Project improvements by Developer to the District, and (iii) the payment of certain lease payments by the District under the Facilities Lease in an amount equal to the aggregate construction costs for the Projects as set forth in the Construction Provisions and Guaranteed Project Cost, are hereby authorized and approved.

**Section 3.** The Board hereby approves the Lease Leaseback delivery method process, and approves the Developer's Guaranteed Project Cost ("GPC") of Eight Million Three Hundred Thousand Seven Hundred Thirty One Dollars (\$8,313,731) for the Project, which shall be construction according to the approved Plans and Specifications.

**Section 4.** This Resolution shall take effect upon adoption by the Board.

**PASSED AND ADOPTED** by the Board of Education of the Oakland Unified School District this 13<sup>th</sup> day of June, 2012; by the following vote, to wit:

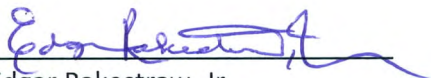
**AYES:**     **David Kakishiba, Gary Yee, Christopher Dobbins, Noel Gallo,  
Alice Spearman, Vice President Jumoke Hinton Hodge and  
President Jody London**

NOES: **None**

ABSTAINED: **None**

### CERTIFICATION

I, Edgar Rakestraw, Jr., Secretary of the Board of Education of the Oakland Unified School District, Alameda County, State of California, do hereby certify that the foregoing Resolution was duly approved and adopted by the Board of Education of said district at a meeting thereof held on the 13<sup>th</sup> day of June, 2012 with a copy of such Resolution being on file in the Office of the Board of Education of said District.

  
Edgar Rakestraw, Jr.

File ID Number: 12-1574  
Introduction Date: 6-13-12  
Enactment Number: 12-1617  
Enactment Date: 6-13-12  
By: ER



# OUSD - King Estates Seismic Retrofit



## GUARANTEED PROJECT COST

Submitted by: Swinerton Builders

June 5, 2012





June 5, 2012

**Orbach, Huff & Suarez LLP**  
1 Kaiser Plaza, Suite 1485  
Oakland, CA 94612  
Attn: Catherine G. Boskoff

Re: **Oakland Unified School District**  
King Estates Seismic Retrofit #12101

Dear Catherine:

Thank you for providing Swinerton Builders the opportunity to present our GPC for the Oakland Unified School District – King Estates School.

Enclosed you will find the following information:

- Site Lease
- Facilities Lease
- Exhibit "C" – Guaranteed Project Cost
- Exhibit "D" – General Construction Provisions
- Exhibit "F" – Construction Schedule

If you should have any questions or concerns, please feel free to contact me directly at (415) 984-1360.

Very Truly Yours,

Kerry Atkinson  
Operations Manager

# Table of Contents



Guaranteed Project Cost

Submitted by: Swinerton Builders

Submittal Deadline: June 5, 2012

Section

Cover Letter

1. Site Lease
2. Facilities Lease
3. Exhibit "C" - Guaranteed Project Cost
4. Exhibit "D" - General Construction Provisions
5. Exhibit "F" - Construction Schedule



**RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:**

Oakland Unified School District  
Department of Facilities Planning and Management  
955 High Street  
Oakland, CA 94601  
Attention: Timothy White,  
Associate Superintendent

**This document is recorded for the benefit of Oakland  
Unified School District, and recording fee(s) are exempt  
under Government Code section 6103.**

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**SITE LEASE**

**For all or a portion of the following Site:**

King Estates Middle School  
8251 Fontaine Street  
Oakland, CA 94605

**By and between:**

Oakland Unified School District  
1025 Second Avenue  
Oakland, CA 94606-2212

**And**

Swinerton Builders  
260 Townsend Street  
San Francisco, CA 94107

Dated as of \_\_\_\_\_, 2012

## SITE LEASE

This site lease ("Site Lease") dated as of \_\_\_\_\_, 2012 ("Effective Date"), is made and entered into by and between the Oakland Unified School District, a school district duly organized and validly existing under the laws of the State of California, as lessor ("District"), and Swinerton Builders, Inc., a California company duly organized and existing under the laws of the State of California, as lessee ("Developer") (together, the "Parties").

**WHEREAS**, the District currently owns a parcel of land located at King Estates Middle School 8251 Fontaine Street Oakland, CA 94605 as more particularly described in "Exhibit A" attached hereto and incorporated herein by this reference ("School Site"); and

**WHEREAS**, the District desires to provide for the construction of seismic retrofit work, associated site work, and appurtenant facilities to be performed on portions of the School Site. That work will include related work at the School Site for the students, staff, and community living in the Oakland Unified School District ("Project"); and

**WHEREAS**, District desires to have the construction of the Project completed and to lease it back, as more particularly described in the facilities lease between the Parties dated as of the Effective Date whereby the Developer agrees to lease the Project Site back to the District and perform the work of the Project ("Facilities Lease"), which Facilities Lease is incorporated herein by this reference; and

**WHEREAS**, the District determines that a portion of the School Site is adequate to accommodate the Project, as more particularly described in **Exhibit "B"** ("Project Site") attached hereto and incorporated herein by this reference; and

**WHEREAS**, the Board of Education of the District ("Board") has determined that it is in the best interests of the District and for the common benefit of the citizens residing in the District to construct the Project by leasing the Project Site to Developer and by immediately entering into the Facilities Lease under which District will lease back the Project from Developer; and

**WHEREAS**, the District further determines that it has entered into this Site Lease and the Facilities Lease pursuant to Education Code section 17406 as the best available and most expeditious means for the District to satisfy its substantial need for the facilities to be provided by the Project and to accommodate and educate District students; and

**WHEREAS**, the District is authorized under Education Code section 17406 to lease the Project Site to Developer and to have Developer develop and cause the construction of the Project thereon and lease the Project Site back to the District by means of the Facilities Lease, and the Board has duly authorized the execution and delivery of this Site Lease in order to effectuate the foregoing, based upon a finding that it is in the best interest of the District to do so; and

**WHEREAS**, Developer as lessee is authorized and competent to lease the Project Site from District and to develop and cause the construction of the Project on the Project Site, and has duly authorized the execution and delivery of this Site Lease; and

**WHEREAS**, the Parties have performed all acts, conditions and things required by law to exist, to have happened, and to have been performed prior to and in connection with the execution and entering into this Site Lease, and those conditions precedent do exist, have happened, and have been performed in regular and due time, form, and manner as required by law, and the Parties hereto are now duly authorized to execute and enter into this Site Lease;

**NOW, THEREFORE**, in consideration of the promises and of the mutual agreements and covenants contained herein, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties

hereto do hereby agree as follows:

1. **Definitions.** Unless the context clearly otherwise requires, all words and phrases defined in the Facilities Lease shall have the same meaning in this Site Lease.
2. **Exhibits.** The following Exhibits are attached to and by reference incorporated and made a part of this Site Lease.
  - 2.1. **Exhibit "A":** Legal Description of School Site
  - 2.2. **Exhibit "B":** Legal Description of Project Site
3. **Lease of the Project Site.** The District hereby leases to the Developer, and the Developer hereby leases from the District the Project Site, subject only to Permitted Encumbrances, in accordance with the provisions of this Site Lease, to have and to hold for the term of this Site Lease. This Site Lease shall only take effect if the Facilities Lease is executed by the District and Developer within three (3) days of execution of this Site Lease.
4. **Leaseback of the Project Site.** The Parties agree that the Project Site will be leased back to the District pursuant to the Facilities Lease for the term thereof.
5. **Term.** The term of this Site Lease shall commence as of the Effective Date and shall terminate on the last day of the Term of the Facilities Lease, provided the District has paid to the Developer, or its assignee, all payments which may be due under the Facilities Lease, and provided this Site Lease has not been terminated pursuant to the termination provisions of the Facilities Lease.
6. **Payment.** In consideration for the lease of the Project Site by the District to the Developer and for other good and valuable consideration, the Developer shall pay One Dollar (\$1.00) to the District upon execution of this Site Lease.
7. **Termination**
  - 7.1. **Termination Upon Purchase of Project.** If the District exercises its option to purchase the Project pursuant to the Facilities Lease, then this Site Lease shall terminate concurrently with the District's buy out and termination of the Facilities Lease.
  - 7.2. **Termination Due to Default by Developer.** If Developer defaults pursuant to the provision(s) of the Facilities Lease and the District terminates the Facilities Lease pursuant to the Facilities Lease provision(s) allowing termination, then the Developer shall be deemed to be in default of this Site Lease and this Site Lease shall also terminate at the same time as the Facilities Lease.
  - 7.3. **Termination Due to Default by District.** If District defaults pursuant to the provision(s) of the Facilities Lease, the Developer, or its assignee, will have the right, for the then remaining term of this Site Lease, to:
    - 7.3.1. Take possession of the Project Site;
    - 7.3.2. If it deems it appropriate, cause appraisal of the Project Site and a study of the then reasonable uses thereof; and
    - 7.3.3. Relet the Project Site.
8. **Title to School Site.** During the term of this Site Lease, the District shall hold fee title to the School Site, including the Project Site, and nothing in this Site Lease or the Facilities Lease shall change, in any way, the District's ownership interest in the School Site.



9. **Improvements.** Title to all improvements made on the Project Site during the term hereof shall be held, vest and transfer pursuant to the terms of the Facilities Lease.
10. **No Merger.** The leaseback of the Project Site by the Developer to the District pursuant to the Facilities Lease shall not effect or result in a merger of the estates of the District in the Project Site, and the Developer shall continue to have a leasehold estate in the Project Site pursuant to this Site Lease throughout the term hereof.
11. **Right of Entry.** The District reserves the right for any of its duly authorized representatives to enter upon the Project Site at any reasonable time to inspect the same, provided the District follows all safety precautions required by the Developer.
12. **Quiet Enjoyment.** Subject to any rights the District may have under the Facilities Lease (in the absence of an Event of Default) to possession and enjoyment of the Project Site, the District hereby covenants and agrees that it will not take any action to prevent the Developer from having quiet and peaceable possession and enjoyment of the Project Site during the term hereof and will, at the request of the Developer, to the extent that it may lawfully do so, join in any legal action in which the Developer asserts its right to such possession and enjoyment.
13. **Waste.** The Developer agrees that at all times that it is in possession of the Project Site, it will not commit, suffer or permit any waste on the Project Site, and that it will not willfully or knowingly use or permit the use of the Project Site for any illegal purpose or act.
14. **Further Assurances and Corrective Instruments.** The Parties shall, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Project Site hereby leased or intended so to be or for carrying out the expressed intention of this Site Lease and the Facilities Lease.
15. **Representations of the District.** The District represents, covenants and warrants to the Developer as follows:
  - 15.1. **Due Organization and Existence.** The District is a school district, duly organized and existing under the Constitution and laws of the State of California.
  - 15.2. **Authorization.** The District has the full power and authority to enter into, to execute and to deliver this Site Lease, and to perform all of its duties and obligations hereunder, and has duly authorized the execution of this Site Lease.
  - 15.3. **No Violations.** To the best of the District's actual knowledge, neither the execution and delivery of this Site Lease nor the Facilities Lease, nor the fulfillment of or compliance with the terms and conditions hereof or thereof, nor the consummation of the transactions contemplated hereby or thereby, conflicts with or results in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which the District is now a party or by which the District is bound, or constitutes a default under any of the foregoing, or results in the creation or imposition of any lien, charge or encumbrance whatsoever upon any of the property or assets of the District, or upon the Project Site, except Permitted Encumbrances.
  - 15.4. **CEQA Compliance.** The District has complied with all requirements imposed upon it by the California Environmental Quality Act (Public Resource Code Section 21000 *et seq.* ("CEQA")) in connection with the Project, and no further environmental review of the project is necessary pursuant to CEQA before the construction of the Project may commence.
  - 15.5. **No Litigation.** To the best of the District's actual knowledge, there is no pending or, to the knowledge of District, threatened action or proceeding before any court or federal, state, municipal, or other



government authority or administrative agency which will materially adversely affect the ability of District to perform its obligations under this Site Lease.

**15.6. Condemnation Proceedings.**

15.6.1. District covenants and agrees, but only to the extent that it may lawfully do so, that so long as this Site Lease remains in effect, the District will not seek to exercise the power of eminent domain with respect to the Project so as to cause a full or partial termination of this Site Lease and the Facilities Lease.

15.6.2. If for any reason the foregoing covenant is determined to be unenforceable or in some way invalid, or if District should fail or refuse to abide by such covenant, then, to the extent they may lawfully do so, the Parties agree that the financial interest of Developer shall be as indicated in the Facilities Lease.

**15.7. Use and Zoning.** To the best of the District's actual knowledge, the Project Site is properly zoned for its intended purpose and the use or activities contemplated by this Site Lease will not conflict with local, state or federal law.

**15.8. Taxes.** To the best of the District's actual knowledge, all taxes and assessments are paid current and such taxes and assessments will continue to be paid to the extent that the District is not exempt.

**15.9. Hazardous Materials.** District is not currently aware of any contamination to the Project Site by Hazardous Materials. If District becomes aware of any act or circumstance which would change or render this representation incorrect, in whole or in part, District will give immediate written notice of such changed fact or circumstance to Developer.

**16. Representations of the Developer.** The Developer represents, covenants and warrants to the District as follows:

**16.1. Due Organization and Existence.** The Developer is a California corporation licensed to provide such services in the state of California, has power to enter into this Site Lease and the Facilities Lease; is possessed of full power to lease, leaseback, and hold real and personal property and has duly authorized the execution and delivery of all of the aforesaid agreements.

**16.2. Authorization.** The Developer has the full power and authority to enter into, to execute and to deliver this Site Lease, and to perform all of its duties and obligations hereunder, and has duly authorized the execution of this Site Lease.

**16.3. No Violations.** Neither the execution and delivery of this Site Lease or the Facilities Lease, nor the fulfillment of or compliance with the terms and conditions hereof or thereof, nor the consummation of the transactions contemplated hereby or thereby, conflicts with or results in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which the Developer is now a party or by which the Developer is bound, or constitutes a default under any of the foregoing, or results in the creation or imposition of any lien, charge or encumbrance whatsoever upon any of the property or assets of the Developer, or upon the Project Site, except for Permitted Encumbrances.

**16.4. No Bankruptcy.** Developer is not now nor has it ever been in bankruptcy or receivership.

**16.5. No Litigation.** There is no pending or, to the knowledge of Developer, threatened action or proceeding before any court or administrative agency which will materially adversely affect the ability of Developer to perform its obligations under this Site Lease or the Facilities Lease.

- 17. Insurance and Indemnity.** The Developer and the District shall comply with the insurance requirements and the indemnity requirements as indicated in the Facilities Lease.
- 18. Assignment and Subleasing.** This Site Lease may be assigned and/or the Project Site subleased, as a whole or in part, by the Developer only upon the prior written consent of the District to such assignment or sublease, which shall not be unreasonably withheld.
- 19. Restrictions on District.** The District agrees that it will not mortgage, sell, encumber, assign, transfer or convey the Project Site or any portion thereof during the term of this Site Lease in any way that would interfere with or diminish Developer's interests indicated in this Site Lease.
- 20. Liens and Further Encumbrances.** Developer agrees to keep the Project Site and every part thereof free and clear of any and all encumbrances and/or liens, including without limitation, pledges, charges, encumbrances, claims, mechanic liens and/or other liens for or arising out of or in connection with work or labor done, services performed, or materials or appliances used or furnished for or in connection with the Project Site or the Project. Pursuant to the Facilities Lease, Developer further agrees to pay promptly and fully and discharge any and all claims on which any encumbrance and/or lien may or could be based, and to save and hold District free and harmless from any and all such liens, mortgages, and claims of liens and suits or other proceedings pertaining thereto. This subsection does not apply to Permitted Encumbrances.
- 21. Notices.** All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed to have been received as indicated below and to the parties indicated below
- 21.1.** If notice is given by personal delivery thereof, it shall be considered delivered on the day of delivery.
- 21.2.** If notice is given by overnight delivery service, it shall be considered delivered on (1) day after date deposited, as indicated by the delivery service.
- 21.3.** If notice is given by depositing same in United States mail, enclosed in a sealed envelope, it shall be considered delivered three (3) days after date deposited, as indicated by the postmarked date.
- 21.4.** If notice is given by registered or certified mail with postage prepaid, return receipt requested, it shall be considered delivered on the day the notice is signed for:

**If to District:**

Oakland Unified School District  
 Department of Facilities Planning and  
 Management  
 955 High Street  
 Oakland, CA 94601  
 Attention: Tadashi Nakadegawa,  
 Facilities Director  
 Telephone: (510) 879-2962  
 tadashi.nakadegawa@ousd.k12.ca.us

**With a copy to:**

Orbach Huff & Suarez  
 1 Kaiser Plaza, Ste. 1458  
 Oakland, CA 94612  
 Attention: Cate Boskoff  
 Telephone: (510) 999-7908  
 Facsimile: (510) 999-7918

**If to Developer:**

Kerry Atkinson  
 Vice President, Operations Manager  
 Swinerton Builders  
 260 Townsend Street  
 San Francisco, CA 94107  
 Phone 415.984.1360  
 Fax 877.349.7149

The Developer and the District, by notice given hereunder, may designate different addresses to which subsequent notices, certificates or other communications will be sent.

22. **Binding Effect.** This Site Lease shall inure to the benefit of and shall be binding upon the Developer and the District and their respective successors and assigns.
23. **No Additional Waiver Implied by One Waiver.** In the event any agreement contained in this Site Lease should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive future compliance with any term hereof or any other breach hereunder.
24. **Severability.** In the event any provision of this Site Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, unless elimination of such invalid provision materially alters the rights and obligations embodied in this Site Lease or the Facilities Lease.
25. **Amendments, Changes and Modifications.** Except as to the termination rights of both Parties as indicated in the Facilities Lease, this Site Lease may not be amended, changed, modified, altered or terminated without the written agreement of both Parties hereto.
26. **Obligations Absolute.** The Developer agrees that the obligations of the Developer are absolute and unconditional and not subject to any charges or setoffs against the District whatsoever.
27. **Execution in Counterparts.** This Site Lease may be executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.
28. **Developer and District Representatives.** Whenever under the provisions of this Site Lease approval by the Developer or the District is required, or the Developer or the District is required to take some action at the request of the other, such approval or such request shall be given for the Developer by the Developer Representative and for the District by the District Representative, and any party hereto shall be authorized to rely upon any such approval or request.
29. **Applicable Law.** This Site Lease shall be governed by and construed in accordance with the laws of the State of California, and venue shall be in the County within which the School Site is located.
30. **Attorney's Fees.** If either party brings an action or proceeding involving the School Site or to enforce the terms of this Site Lease or to declare rights hereunder, each party shall bear the cost of its own attorneys' fees.
31. **Captions.** The captions or headings in this Site Lease are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Site Lease.
32. **Prior Agreements.** This Site Lease and the corresponding Facilities Lease collectively contain all of the agreements of the Parties hereto with respect to any matter covered or mentioned in this Site Lease and no prior agreements or understanding pertaining to any such matter shall be effective for any purpose.
33. **Further Assurances.** Parties shall promptly execute and deliver all documents and instruments reasonably requested to give effect to the provisions of this Site Lease.
34. **Recitals Incorporated.** The Recitals set forth at the beginning of this Site Lease are hereby incorporated into its terms and provisions by this reference.



**35. Time of the Essence.** Time is of the essence with respect to each of the terms, covenants, and conditions of this Site Lease.

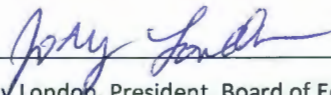
**36. Force Majeure.** A party shall be excused from the performance of any obligation imposed in this Site Lease and the exhibits hereto for any period and to the extent that a party is prevented from performing such obligation, in whole or in part, as a result of delays caused by the other party or third parties, a governmental agency or entity, an act of God, war, terrorism, civil disturbance, forces of nature, fire, flood, earthquake, strikes or lockouts, and such non performance will not be a default hereunder or a grounds for termination of this Site Lease.

**37. Interpretation.** None of the Parties hereto, nor their respective counsel, shall be deemed the drafters of this Site Lease or the Facilities Lease for purposes of construing the provisions of each. The language in all parts of this Site Lease shall in all cases be construed according to its fair meaning, not strictly for or against any of the Parties hereto.

**IN WITNESS WHEREOF,** the Parties have caused this Site 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:

**OAKLAND UNIFIED SCHOOL DISTRICT**

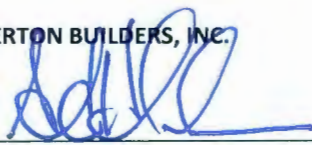
  
\_\_\_\_\_  
Jody London, President, Board of Education

6/15/2012  
Date

  
\_\_\_\_\_  
Edgar Rakestraw, Jr., Secretary, Board of Education

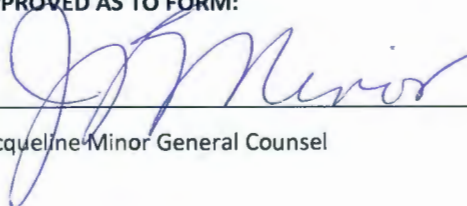
6/15/12  
Date

**SWINERTON BUILDERS, INC.**

  
\_\_\_\_\_  
By: Andrew C. Holden, Senior Vice President

6/5/2012  
Date

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Jacqueline Minor General Counsel

6/15/12  
Date

STATE OF CALIFORNIA                    )  
  ) ss.



STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, 20 , before me, the undersigned notary public, personally appeared \_\_\_\_\_, proved to me on the basis of satisfactory evidence to be the person(s) whose whole 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 California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature of Notary

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, 20 , before me, the undersigned notary public, personally appeared \_\_\_\_\_, proved to me on the basis of satisfactory evidence to be the person(s) whose whole 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 California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature of Notary

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF San Francisco )

On June 5, 2012, before me, the undersigned notary public, personally appeared

Andrew C. Holden, Senior Vice President of Swinerton Builders,  
proved to me on the basis of satisfactory evidence to be the person(s) whose whole 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 California that the foregoing paragraph is true and  
correct.

WITNESS my hand and official seal.



\_\_\_\_\_  
Signature of Notary

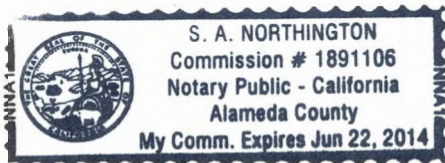


EXHIBIT "A"

DESCRIPTION OF SCHOOL SITE

**Attached is the Legal Description for:**

King Estates Middle School  
8251 Fontaine Street  
Oakland, CA 94605

EXHIBIT "B"

DESCRIPTION OF PROJECT SITE

Attached is the Legal Description for a portion of the School Site and Description of the Project that is subject to this Site Lease and upon which Developer will construct the Project.



**RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:**

Oakland Unified School District  
Department of Facilities Planning and Management  
955 High Street  
Oakland, CA 94601  
Attention: Timothy White,  
Associate Superintendent

This document is recorded for the benefit of Oakland  
Unified School District, and recording fee(s) are exempt  
under Government Code section 6103.

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**FACILITIES LEASE**

**For all or a portion of the following Site:**

King Estates Middle School  
8251 Fontaine Street  
Oakland, CA 94605

**By and between:**

Oakland Unified School District  
1025 Second Avenue  
Oakland, CA 94606-2212

**And**

Swinerton Builders  
260 Townsend Street  
San Francisco, CA 94107

Dated as of \_\_\_\_\_, 2012

## FACILITIES LEASE

This facilities lease ("Facilities Lease"), dated as of \_\_\_\_\_, 2012 ("Effective Date"), is made and entered into by and between Swinerton Builders, Inc. ("Developer"), a California company duly organized and existing under the laws of the State of California, as sublessor, and Oakland Unified School District, a school district duly organized and validly existing under the laws of the State of California, as sublessee ("District") (together, the "Parties").

### RECITALS

**WHEREAS**, on the date hereof, the District has leased to Developer, a parcel of land particularly described in **Exhibit "A"** ("School Site") attached hereto and incorporated herein by reference, and on which is located an existing high school; and

**WHEREAS**, the District desires to provide for seismic retrofit work, associated site work, and appurtenant facilities to be performed on portions of the School Site and appurtenant facilities to be performed on portions of the School Site. That work will include related work as further indicated in **Exhibit "B"** (collectively the "Project");

**WHEREAS**, the District has determined that a portion of the School Site is adequate to accommodate the Project, as more particularly described in **Exhibit "B"** ("Project Site") attached hereto and incorporated herein by reference; and

**WHEREAS**, District has retained ZFA Structural Engineers ("Architect") to prepare plans and specifications for the Project ("Plans and Specifications") which have been approved by the California Division of State Architect ("DSA"); and

**WHEREAS**, District and Developer have executed a site lease at the same time as this Facilities Lease whereby the District is leasing the Project Site to the Developer ("Site Lease"); and

**WHEREAS**, Developer represents that it has the expertise and experience to perform the services set forth in this Facilities Lease; and

**WHEREAS**, Developer has reviewed the Contract Documents pursuant to the Agreement for Preliminary Services as set forth in **Exhibit H** attached hereto and incorporated herein; and

**WHEREAS**, the District is authorized under Section 17406 of the Education Code of the State of California to lease the Project Site to Developer and to have Developer develop and construct the Project on the Project Site and to lease back to the District the Project Site and the Project, and has duly authorized the execution and delivery of this Facilities Lease; and

**WHEREAS**, Developer is authorized to lease the Project Site as lessee and to develop the Project and to have the Project constructed on the Project Site and to lease the Project and the Project Site back to the District, and has duly authorized the execution and delivery of this Facilities Lease; and

**WHEREAS**, the Board of Education of the District (the "Board") has determined that it is in the best interests of the District and for the common benefit of the citizens residing in the District to construct the Project by leasing the Project Site to Developer and by simultaneously entering into this Facilities Lease under which the District will lease back the Project Site and the Project from Developer and if necessary, make Lease Payments as indicated in **Exhibit "C"** attached hereto and incorporated herein by reference); and

**WHEREAS**, the Parties have performed all acts, conditions and things required by law to exist, to have happened and to have been performed precedent to and in connection with the execution and entering into of this Facilities Lease and all those conditions precedent do exist, have happened and have been performed in regular and due

time, form and manner as required by law, and the Parties hereto are now duly authorized to execute and enter into this Facilities Lease; and

**WHEREAS**, the District further acknowledges and agrees that it has entered into the Site Lease and the Facilities Lease pursuant to Education Code Section 17406 as the best available and most expeditious means for the District to satisfy its substantial need for the facilities to be provided by the Project and to accommodate and educate District students and to utilize its facilities proceeds expeditiously.

**NOW, THEREFORE**, in consideration of the above recitals and of the mutual covenants hereinafter contained, the Parties hereto do hereby agree as follows:

**1. Definitions.** In addition to the terms and entities defined above or subsequent provisions defined herein, and unless the context otherwise requires, the terms defined in this section shall, for all purposes of this Facilities Lease, have the meanings herein specified.

**1.1. "Developer" or "Lessor"** means Swinerton Builders, Inc., a California corporation, organized and existing under the laws of the State of California, and its successors and assigns.

**1.2. "Developer's Representative"** means the Managing Member of Developer, or any person authorized to act on behalf of Developer under or with respect to this Facilities Lease.

**1.3. "Contract Documents"** are defined in **Exhibit D** to this Facilities Lease.

**1.4. "District" or "Lessee"** means the Oakland Unified School District, a school district duly organized and existing under the laws of the State of California.

**1.5. "District Representative"** means the Superintendent of the District, or any other person authorized by the Board of Trustees of the District to act on behalf of the District under or with respect to this Facilities Lease.

**1.6. "Permitted Encumbrances"** means, as of any particular time:

1.6.1. Liens for general and valorem taxes and assessments, if any, not then delinquent, or which the District may permit to remain unpaid;

1.6.2. The Project Site lease;

1.6.3. This Facilities Lease,

1.6.4. Easements, rights of way, mineral rights, drilling rights and other rights, reservations, covenants, conditions or restrictions which exist of record as of the date of this Facilities Lease.

1.6.5. Easements, rights of way, mineral rights, drilling rights and other rights, reservations, covenants, conditions or restrictions established following the date of recordation of this Facilities Lease and to which Developer and the District consent in writing which will not impair or impede the operation of the Project Site; and

**2. Exhibits.** The following Exhibits are attached to and by reference incorporated and made a part of this Facilities Lease:

**2.1. Exhibit A - Legal Description of The School Site:** The descriptions of the real property constituting the School Site.



**2.2. Exhibit B - Legal Description of The Project Site And Description Of The Project:** The description of the Project Site and the Project.

**2.3. Exhibit C - Guaranteed Project Cost and Other Project Cost, Funding, and Payment Provisions:** A detailed description of the Guaranteed Project Cost and the provisions related to the payment of that amount to the Developer.

**2.4. Exhibit D - General Construction Provisions:** The provisions generally describing the Project's construction.

**2.5. Exhibit E - Memorandum of Commencement Date:** The Memorandum which will memorialize the commencement and expiration dates of the Term.

**2.6. Exhibit F – Construction Schedule**

**2.7. Exhibit G – Schedule of Values**

**2.8. Exhibit H – Agreement For Preliminary Services**

**2.9. Exhibit I – All Further Contract Documents**

### **3. Lease of Project and Project Site.**

**3.1.** Developer hereby leases the Project and the Project Site to the District, and the District hereby leases said Project and Project Site from Developer upon the terms and conditions set forth in this Facilities Lease.

**3.2.** The leasing by Developer to the District of the Project Site shall not affect or result in a merger of the District's leasehold estate pursuant to this Facilities Lease and its fee estate as lessor under the Site Lease. Developer shall continue to have and hold a leasehold estate in the Project Site pursuant to the Site Lease throughout the term thereof and the term of this Facilities Lease.

**3.3.** As to the Project Site, this Facilities Lease shall be deemed and constitute a sublease.

**3.4.** The Developer acknowledges that portions the Project Site shall, at all times, be occupied by the District as an operating school. The Parties have agreed to a coordinated phasing plan and process whereby the Developer's activities shall be kept separate from the operating school even though the operating school is within the Project site.

**3.5. Work During Instructional Time.** Developer affirms that Work may be performed during ongoing instruction in existing facilities. If so, Developer agrees to cooperate to the best of its ability to minimize any disruption to the School Site up to, and including, rescheduling specific work activities, at no additional cost to the District.

**3.6. No Work During Student Testing.** Developer shall, at no additional cost to the District and at the District's request, coordinate its Work to not disturb District students including, without limitation, not performing any Work when students at the School Site are taking State-required tests. Allow for four (4) school days each quarter (Fall, Winter, Spring), total of 12 days during the school year 20\_\_-20\_\_, for the periods when students will be taking the State Tests.

### **4. Term.**

**4.1. Facilities Lease is Legally Binding.** This Facilities Lease is legally binding on the Parties upon execution by the Parties and the District Board's approval of this Facilities Lease. The **Term** of this Facilities



Lease for the purposes of District's obligation to make Lease Payments shall commence on the earlier of the following two (2) events ("Commencement Date") and shall terminate six (6) months after the Commencement Date (the "Term"):

- 4.1.1. The date the District takes beneficial occupancy of the Project; or
- 4.1.2. The date of Project Completion, as defined in **Exhibit "D"** to this Facilities Lease.

**4.2.** On the Commencement Date, the Parties shall execute the Memorandum of Commencement attached hereto as **Exhibit "E"** to memorialize the commencement and expiration dates of the Term. Notwithstanding this Term, the Parties hereby acknowledge that each has obligations, duties, and rights under this Facilities Lease that exist upon execution of this Facilities Lease and prior to the beginning of the Term.

**4.3.** The Term may be extended or shortened upon the occurrence of the earliest of any of the following events, which shall constitute the end of the Term:

- 4.3.1. An Event of Default by District as defined herein and Developer's election to terminate this Facilities Lease as permitted herein, or
- 4.3.2. An Event of Default by Developer as defined herein and District's election to terminate this Facilities Lease as permitted herein, or
- 4.3.3. Consummation of the District's purchase option pursuant to the Guaranteed Project Cost and Other Project Cost, Funding, and Payment Provisions indicated in **Exhibit C** ("Guaranteed Project Cost Provisions").
- 4.3.4. A third-party taking of the Project under Eminent Domain, only if the Term is ended as indicated more specifically herein.
- 4.3.5. Damage or destruction of the Project, only if the Term is ended as indicated more specifically herein.

**5. Payment.** In consideration for the lease of the Project Site by the Developer back to the District and for other good and valuable consideration, the District shall make the Tenant Improvements Payments and Lease Payments pursuant to the Guaranteed Project Cost Provisions indicated in **Exhibit "C."**

**6. Termination; Lease Terminable Only As Set Forth Herein.**

**6.1.** Except as otherwise expressly provided in this Facilities Lease, this Facilities Lease shall not terminate, nor shall District have any right to terminate this Facilities Lease or be entitled to the abatement of any all necessary payments pursuant to the Guaranteed Project Cost Provisions indicated in **Exhibit C** or any reduction thereof. The obligations hereunder of District shall not be otherwise affected by reason of any damage to or destruction of all or any part of the Project; the taking of the Project or any portion thereof by condemnation or otherwise; the prohibition, limitation or restriction of District's use of the Project; the interference with such use by any private person or Developer; the District's acquisition of the ownership of the Project (other than pursuant to an express provision of this Facilities Lease); any present or future law to the contrary notwithstanding. It is the intention of the Parties hereto that all necessary payments pursuant to the Guaranteed Project Cost Provisions indicated in **Exhibit C** shall continue to be payable in all events, and the obligations of the District hereunder shall continue unaffected unless the requirement to pay or perform the same shall be terminated or modified pursuant to an express provision of this Facilities Lease.

**6.2.** Nothing contained herein shall be deemed a waiver by the District of any rights that it may have to bring a separate action with respect to any Event of Default by Developer hereunder or under any other

agreement to recover the costs and expenses associated with that action. The District covenants and agrees that it will remain obligated under this Facilities Lease in accordance with its terms.

**6.3.** Following Project Completion, that the District will not take any action to terminate, rescind or avoid this Facilities Lease, notwithstanding the bankruptcy, insolvency, reorganization, composition, readjustment, liquidation, dissolution, winding-up or other proceeding affecting Developer or any assignee of Developer in any such proceeding, and notwithstanding any action with respect to this Facilities Lease which may be taken by any trustee or receiver of Developer or of any assignee of Developer in any such proceeding or by any court in any such proceeding. Following Project Completion, except as otherwise expressly provided in this Facilities Lease, District waives all rights now or hereafter conferred by law to quit, terminate or surrender this Facilities Lease or the Project or any part thereof.

**6.4.** District acknowledges that Developer may assign an interest in some or all of the necessary payments pursuant to the Guaranteed Project Cost Provisions indicated in **Exhibit C** to a lender in order to obtain financing for the cost of constructing the Project and that the lender may rely on the foregoing covenants and provisions in connection with such financing.

**6.5.** The District in its sole discretion may terminate for convenience this Facilities Lease upon three (3) days written notice to the Developer. In case of a termination for convenience, the Developer shall have no claims against the District except the actual portion of the Guaranteed Project Cost expended for labor, materials, and services performed that is unpaid and can be documented through timesheets, invoices, receipts, or otherwise.

**7. Title.**

**7.1.** During the Term of this Facilities Lease, the District shall hold fee title to the School Site, including the Project Site, and nothing in this Facilities Lease or the Site Lease shall change, in any way, the District's ownership interest.

**7.2.** During the Term of this Facilities Lease, Developer shall have a leasehold interest in the Project Site pursuant to the Site Lease.

**7.3.** During the Term of this Facilities Lease, the Developer shall hold title to the Project improvements provided by Developer which comprise fixtures, repairs, replacements or modifications thereto.

**7.4.** If the District exercises its Purchase Option pursuant the Guaranteed Project Cost Provisions indicated in **Exhibit C** or if District makes all necessary payments under the Guaranteed Project Cost Provisions indicated in **Exhibit C**, all right, title and interest of Developer, its assigns and successors in interest in and to the Project and the Project Site shall be transferred to and vested in the District at the end of the Term. Title shall be transferred to and vested in the District hereunder without the necessity for any further instrument of transfer; provided, however, that Developer agrees to execute any instrument requested by District to memorialize the termination of this Facilities Lease and transfer of title to the Project.

**8. Quiet Enjoyment.** Upon District's possession of the Project, Developer shall thereafter provide the District with quiet use and enjoyment of the Project, and the District shall during the Term peaceably and quietly have and hold and enjoy the Project, without suit, trouble or hindrance from Developer, except as otherwise may be set forth in this Facilities Lease. Developer will, at the request of the District and at Developer's cost, join in any legal action in which the District asserts its right to such possession and enjoyment to the extent Developer may lawfully do so. Notwithstanding the foregoing, Developer shall have the right to inspect the Project and the Project Site as provided herein.

**9. Representations of the District.** The District represents, covenants and warrants to the Developer as follows:



**9.1. Due Organization and Existence.** The District is a school district, duly organized and existing under the Constitution and laws of the State of California.

**9.2. Authorization.** The District has the full power and authority to enter into, to execute and to deliver this Facilities Lease, and to perform all of its duties and obligations hereunder, and has duly authorized the execution of this Facilities Lease.

**9.3. No Violations.** Neither the execution and delivery of this Facilities Lease nor the Site Lease, nor the fulfillment of or compliance with the terms and conditions hereof or thereof, nor the consummation of the transactions contemplated hereby or thereby, conflicts with or results in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which the District is now a party or by which the District is bound, or constitutes a default under any of the foregoing, or results in the creation or imposition of any lien, charge or encumbrance whatsoever upon any of the property or assets of the District, or upon the Project Site, except Permitted Encumbrances

**9.4. CEQA Compliance.** The District has complied with all requirements imposed upon it by the California Environmental Quality Act (Public Resource Code Section 21000 *et seq.* ("CEQA")) in connection with the Project, and no further environmental review of the project is necessary pursuant to CEQA before the construction of the Project may commence. Developer shall comply with all applicable mitigation measures, if any, adopted by any public agency with respect to this Project pursuant to the California Environmental Quality Act. (Public Resources Code section 21000 *et seq.*)

**9.5. No Litigation.** Except for a validation action related to this transaction that the District may file, there is no pending or, to the knowledge of District, threatened action or proceeding before any court or federal, state, municipal, or other government authority or administrative agency which will materially adversely affect the ability of District to perform its obligations under this Facilities Lease.

**9.6. Condemnation Proceedings.**

9.6.1. District covenants and agrees, but only to the extent that it may lawfully do so, that so long as this Facilities Lease remains in effect, the District will not seek to exercise the power of eminent domain with respect to the Project so as to cause a full or partial termination of this Facilities Lease.

9.6.2. If for any reason the foregoing covenant is determined to be unenforceable or in some way invalid, or if District should fail or refuse to abide by such covenant, then, to the extent it may lawfully do so, District agrees that the financial interest of Developer shall be as indicated in Section 6.1 of this Facilities Lease.

**10. Representations of the Developer.** The Developer represents, covenants and warrants to the District as follows:

**10.1. Due Organization and Existence.** The Developer is a California corporation licensed to provide such services in the state of California, duly organized and existing under the laws of the State of California, has the power to enter into this Facilities Lease and the Site Lease; is possessed of full power to lease, lease back, and hold real and personal property and has duly authorized the execution and delivery of all of the aforesaid agreements.

**10.2. Authorization.** Developer has the full power and authority to enter into, to execute and to deliver this Facilities Lease, and to perform all of its duties and obligations hereunder, and has duly authorized the execution of this Facilities Lease.

**10.3. No Violations.** Neither the execution and delivery of this Facilities Lease and the Site Lease, nor the fulfillment of or compliance with the terms and conditions hereof or thereof, nor the consummation of the transactions contemplated hereby or thereby, conflicts with or results in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which Developer is now a party or by which Developer is bound, or constitutes a default under any of the foregoing, or results in the creation or imposition of any lien, charge or encumbrance whatsoever upon any of the property or assets of Developer, or upon the Project Site, except Permitted Encumbrances.

**10.4. No Bankruptcy.** Developer is not now nor has it ever been in bankruptcy or receivership.

**10.5. No Litigation.** There is no pending or, to the knowledge of Developer, threatened action or proceeding before any court or administrative agency which will materially adversely affect the ability of Developer to perform its obligations under this Facilities Lease.

**10.6. No Encumbrances.** Developer shall not pledge any District payments of any kind, related to the Site Lease, this Facilities Lease, or in any way derived from the Project Site, and shall not mortgage or encumber the Project Site, except as may be specifically permitted pursuant to the provisions of this Facilities Lease related to Developer's financing the construction of the project.

**10.7. Continued Existence.** Developer shall not voluntarily commence any act intended to dissolve or terminate the legal existence of Developer, at or before the latest of the following:

10.7.1. Eighteen (18) months following Project Completion,

10.7.2. After dismissal and final resolution of any and all disputes between the Parties and/or any third-party claims related, in any way, to the Project,

Developer shall give District sixty (60) days written notice prior to dissolving or terminating the legal existence of Developer.

## **11. Construction Of Project**

**11.1. Project Site Conditions and Contract Documents.** Developer acknowledges that it has and will perform certain special services in preparation to construct the Project.

### **11.2. Construction of Project.**

11.2.1. Developer agrees to cause the Project to be developed, constructed, and installed in accordance with the terms hereof and the Construction Provisions set forth in **Exhibit D**, including those things reasonably inferable in the Construction Provisions as being within the scope of the Project and necessary to produce the stated result even though no mention is made in the Construction Documents.

11.2.2. **Contract Time / Construction Schedule.** It hereby understood and agreed that assuming the District issues a Notice to Proceed on or before \_\_\_\_\_, 20\_\_\_\_, District and Developer may also approve additional changes in the Construction Schedule. District shall have beneficial occupancy on or before \_\_\_\_\_, 20\_\_\_\_, and Project Completion shall on or before \_\_\_\_\_, 20\_\_\_\_. The time period between the Notice to Proceed and Completion shall be the total Contract time ("Contract Time"). The Construction shall be performed pursuant to the construction schedule, attached hereto as **Exhibit F** ("Construction Schedule"). The Construction Schedule must be approved by the District prior to execution of this Facilities Lease.



- 11.2.3. **Schedule of Values.** The Developer has provided a schedule of values, approved by the District, which attached hereto as **Exhibit G** ("Schedule of Values"). The Schedule of Values must be approved by the District prior to execution of this Facilities Lease.
- 11.2.4. **Liquidated Damages:** Time is of the essence for all work Developer must perform to obtain Project Completion. It is hereby understood and agreed that it is and will be difficult and/or impossible to ascertain and determine the actual damage that the District will sustain in the event of and by reason of Developer's delay; therefore, Developer agrees that it shall pay to the District the sum of One Thousand Dollars (\$1,000) per day as liquidated damages for each and every day's delay beyond the Contract Time.
- 11.2.4.1. It is hereby understood and agreed that the liquidated damages daily amount is not a penalty.
- 11.2.4.2. In the event any portion of the liquidated damages is not paid to the District, the District may deduct that amount from any money due or that may become due the Developer under this Facilities Lease. The District's right to assess liquidated damages is as indicated herein and in the **Exhibit D**.
- 11.2.4.3. The time during which the construction of the Project is delayed for cause as hereinafter specified may extend the Contract Time for a reasonable time as the District may grant. This provision does not exclude the recovery of damages for delay by either party under other provisions in this Facilities Lease
- 11.2.5. **Guaranteed Project Cost.** Developer will cause the Project to be constructed within the Guaranteed Project Cost as set forth and defined in the Guaranteed Project Cost Provisions indicated in **Exhibit C** and Developer will not seek additional compensation from District in excess of that amount.
- 11.2.6. **Modifications.** If the DSA requires changes to the Contract Documents submitted by District to Developer, and those changes change the construction costs and/or construction time for the Project, then those changed costs will be handled as a Modification pursuant to the provisions of **Exhibit D**.
- 11.2.7. Developer shall cooperate with the District's efforts to obtain State funding for the Project by complying with any State requirements as reasonably requested.

**12. Maintenance.** Following delivery of possession of the Project by Developer to District, the repair, improvement, replacement and maintenance of the Project and the Project Site shall be at the sole cost and expense and the sole responsibility of the District, subject only to all warranties against defects in materials and workmanship of Developer as provided in **Exhibit D**. The District shall pay for or otherwise arrange for the payment of the cost of the repair and replacement of the Project resulting from ordinary wear and tear. The District waives the benefits of subsections 1 and 2 of Section 1932 of the California Civil Code, but such waiver shall not limit any of the rights of the District under the terms of this Facilities Lease.

**13. Utilities.** Following delivery of possession of the Project by Developer to District, the cost and expenses for all utility services, including, but not limited to, electricity, natural gas, telephone, water, sewer, trash removal, cable television, janitorial service, security, heating, water, internet service and all other utilities of any type shall be paid by District.

**14. Taxes and Other Impositions.** All ad valorem real property taxes, special taxes, possessory interest taxes, bonds and special lien assessments or other impositions of any kind with respect to the Project, the Project Site and the improvements thereon, charged to or imposed upon either Developer or the District or their respective

interests or estates in the Project, shall at all times be paid by District. In the event any possessory interest tax is levied on Developer, its successors and assigns, by virtue of this Facilities Lease or the Site Lease, District shall pay such possessory interest tax directly, if possible, or shall reimburse Developer, its successors and assigns for the full amount thereof within thirty (30) days after presentation of proof of payment by Developer.

## 15. Insurance

**15.1. Developer's Insurance.** The Developer shall comply with the insurance requirements as indicated herein.

15.1.1. **Commercial General Liability and Automobile Liability Insurance.** Developer shall procure and maintain, during the life of the Project, Commercial General Liability Insurance and Automobile Liability Insurance that shall protect Developer, District, and the State, from all claims for bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising from operations under the Project. Developer shall ensure that Products Liability and Completed Operations coverage, Fire Damage Liability, and Any auto including owned and non-owned, are included within the above policies and at the required limits, or Developer shall procure and maintain these coverages separately.

15.1.2. **Umbrella Liability Insurance**

15.1.2.1. Developer may procure and maintain, during the life of the Project, an Umbrella Liability Insurance Policy to meet the policy limit requirements of the required policies if Developer's underlying policy limits are less than required.

15.1.2.2. There shall be no gap between the per occurrence amount of any underlying policy and the start of the coverage under the Umbrella Liability Insurance Policy. Any Umbrella Liability Insurance Policy shall protect Developer, District, and the State, in amounts and including the provisions and requirements for Commercial General Liability and Automobile Liability and Employers' Liability Insurance.

15.1.3. **Subcontractor:** Developer shall require its Subcontractor(s), if any, to procure and maintain Commercial General Liability Insurance, Automobile Liability Insurance, and Umbrella Liability Insurance with minimum limits as appropriate and required by the Developer.

15.1.4. **Workers' Compensation and Employers' Liability Insurance**

15.1.4.1. In accordance with provisions of section 3700 of the California Labor Code, the Developer and every Subcontractor shall be required to secure the payment of compensation to its employees.

15.1.4.2. Developer shall procure and maintain, during the life of the Project, Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees engaged in work under the Project, on/or at the Site of the Project. This coverage shall cover, at a minimum, medical and surgical treatment, disability benefits, rehabilitation therapy, and survivors' death benefits. Developer shall require its Subcontractor(s), if any, to procure and maintain Workers' Compensation Insurance and Employers' Liability Insurance for all employees of Subcontractor(s). Any class of employee or employees not covered by a Subcontractor's insurance shall be covered by Developer's insurance. If any class of employee or employees engaged in Work under the Project, on or at the Site of the Project, is not protected under the Workers' Compensation Insurance, Developer shall provide, or shall cause a Subcontractor to provide, adequate insurance coverage for the protection of any employee(s) not otherwise protected before any of those employee(s) commence work.



15.1.5. **Developer's Risk insurance: Developer's Risk "All Risk" Insurance.** Developer shall procure and maintain, during the life of the Project, Developer's Builders Risk (Course of Construction), or similar first party property coverage acceptable to the District, issued on a replacement cost value basis. The cost shall be consistent with the total replacement cost of all insurable Work of the Project included within the Contract Documents. Coverage is to insure against all risks of accidental physical loss and shall include without limitation the perils of vandalism and/or malicious mischief (both without any limitation regarding vacancy or occupancy), sprinkler leakage, civil authority, sonic disturbance, earthquake, flood, collapse, wind, fire, lightning, and smoke. Coverage shall include debris removal, demolition, increased costs due to enforcement of all applicable ordinances and/or laws in the repair and replacement of damaged and undamaged portions of the property, and reasonable costs for the Architect's and engineering services and expenses required as a result of any insured loss upon the Work and Project, including completed Work and Work in progress, to the full insurable value thereof. The deductible for this insurance shall be paid by Developer.

**15.1.5.1 Waivers of Subrogation.** The District and Developer waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) District's separate contractors, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this Section or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by either party. The District or Developer, as appropriate, shall require of the District's separate contractors, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

15.1.6. **Professional liability.** This insurance shall cover the Developer and his/her sub-consultant(s) for professional liability in at least the amounts set forth herein below. Additionally, the policy must contain terms or endorsements extending coverage that requires the insurer to defend and indemnify for acts which happen before the effective date of the policy provided the claim is first made during the policy period, coverage to continue through Project Completion plus "tail" coverage for two (2) years thereafter.

15.1.7. **Proof of Insurance and Other Requirements: Endorsements and Certificates**

15.1.7.1. Developer shall not commence Work nor shall it allow any Subcontractor to commence Work under the Project, until Developer and its Subcontractor(s) have procured all required insurance and Developer has delivered in duplicate to the District all insurance certificates indicating the required coverages have been obtained, and the District has approved these documents. If the District requests copies of Developer's insurance policies and/or endorsements from Developer, Developer shall provide them within fourteen (14) days.

15.1.7.2. Endorsements, certificates, and insurance policies shall include the following:

15.1.7.2.1. A clause stating:

"This policy shall not be amended, canceled or modified and the coverage amounts shall not be reduced until notice has been mailed to the District and Construction

Manager stating date of amendment, modification, cancellation or reduction. Date of amendment, modification, cancellation or reduction may not be less than thirty (30) days after date of mailing notice.”

15.1.7.2.2. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.

15.1.7.3. All endorsements, certificates and insurance policies shall state that District, its Board members, employees and agents, and the State of California, are named additional insureds under all policies except Workers’ Compensation Insurance, Professional Liability Insurance, and Employers’ Liability Insurance.

15.1.7.4. Developer’s and Subcontractors’ insurance policy(s) shall be primary and non-contributory to any insurance or self-insurance maintained by District, its trustees, employees and/or agents, the State of California, Construction Manager(s), Project Manager(s), Inspector(s), and/or Architect(s).

15.1.7.5. All endorsements, except for Professional Liability, shall waive any right to subrogation against any of the named additional insureds, except Architect.

15.1.7.6. All policies shall be written on an occurrence form, except for Professional Liability which shall be on a claims-made form.

15.1.7.7. All of Developer’s insurance shall be with insurance companies with an A.M. Best rating of no less than **A: VII**.

15.1.8. **Insurance Policy Limits.** The limits of insurance shall not be less than the following amounts:

<b>Commercial General Liability</b>	Combined Single Limit	\$1,000,000 per occurrence; \$3,000,000 annual aggregate
	Product Liability and Completed Operations	\$1,000,000 per occurrence; \$3,000,000 annual aggregate
<b>Automobile Liability – Any Auto</b>	Combined Single Limit	\$1,000,000 per occurrence; \$3,000,000 annual aggregate
<b>Workers Compensation</b>		Statutory limits pursuant to State law
<b>Employers’ Liability</b>		\$3,000,000
<b>Developers Risk (Course of Construction)</b>		Issued for the value and scope of Work indicated herein.
<b>Umbrella Policy</b>		\$5,000,000
<b>Professional Liability, If required by the District and either:</b> - the premium is approved by the District, or - by each subconsultant and/or designer of documents produced by Developer.		\$1,000,000 per occurrence and annual aggregate



## 15.2. District's Insurance.

- 15.2.1. **Rental Interruption Insurance.** District shall at all times from and after District's acceptance of the Project, carry and maintain in force for the benefit of District and Developer, as their interests may appear, rental interruption insurance to cover loss, total or partial, of the use of the Project due to damage or destruction, in an amount at least equal to the maximum estimated Lease Payments payable under this Facilities Lease during the current or any future twelve (12) month period. This insurance may be maintained as part of or in conjunction with any other insurance coverage carried by the District, and such insurance may be maintained in whole or in part in the form of participation by the District in a joint powers agency or other program providing pooled insurance. This insurance may not be maintained in the form of self-insurance. The proceeds of this insurance shall be paid to the Developer in lieu of the Lease Payments that would otherwise be due and owing during this period.
- 15.2.2. **Property Insurance.** District shall at all times from and after District's acceptance of the Project, carry and maintain in force a policy of property insurance for 100% of the insurable replacement value with no coinsurance penalty, on the Project Site and the Project, together with all improvements thereon, under a standard "all risk" contract insuring against loss or damage. Developer shall be named as additional insureds or co-insureds thereon by way of endorsement. District shall not be relieved from the obligation of supplying any additional funds for replacement of the Project and the improvements thereon in the event of destruction or damage where insurance does not cover replacement costs. District shall have the right to procure the required insurance through a joint powers agency or to self-insure against such losses or portion thereof as is deemed prudent by District.
- 15.2.3. **Commercial General Liability Insurance.** District shall at all times from and after District's acceptance of the Project, carry and maintain in force a policy of commercial general liability insurance policy of \$1,000,000. Developer shall be named as an additional insured or co-insured thereon by way of endorsement. District shall have the right to procure the required insurance through a joint powers agency or to self-insure against such losses or portion thereof as is deemed prudent by District.

## 16. Indemnification.

16.1. **Developer's Indemnity Obligation.** The Developer shall indemnify, defend with legal counsel reasonably acceptable to the District, keep and hold harmless the District, and their respective board members, officers, representatives, and employees, in both individual and official capacities ("Indemnitees"), against all suits, claims, damages, losses, and expenses, caused by, arising out of, resulting from, or incidental to, the performance of the Work under this Contract by the Developer or its Subcontractors to the full extent allowed by the laws of the State of California, and not to any extent that would render these provisions void or unenforceable, including, without limitation, any such suit, claim, damage, loss, or expense attributable to, without limitation, bodily injury, sickness, disease, death, alleged patent violation or copyright infringement, or to injury to or destruction of tangible property (including damage to the Work itself not covered by Developer's and/or District's insurance policy(s) and including the loss of use resulting therefrom), except to the extent caused by the negligence or willful misconduct of the Indemnitees. This agreement and obligation of the Developer shall not be construed to negate, abridge, or otherwise reduce any right or obligation of indemnity that would otherwise exist as to any party or person described herein. This indemnification, defense, and hold harmless obligation includes any failure or alleged failure by Developer to comply with any provision of law or the Contract Documents, including, without limitation, any stop notice actions, or liens by the California Department of Labor Standards Enforcement.

16.1.1. The Developer shall give prompt notice to the District in the event of any injury (including death), loss, or damage included herein. Without limitation of the provisions herein, if the Developer's agreement to indemnify, defend, and hold harmless the Indemnitees as provided herein against liability for damage arising out of bodily injury to persons or damage to property caused by or resulting from the negligence of any of the Indemnitees shall to any extent be or be determined to be void or unenforceable, it is the intention of the Parties that these circumstances shall not otherwise affect the validity or enforceability of the Developer's agreement to indemnify, defend, and hold harmless the rest of the Indemnitees, as provided herein, and in the case of any such suits, claims, damages, losses, or expenses caused in part by the default, negligence, or act or omission of the Developer, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, and in part by any of the Indemnitees, the Developer shall be and remain fully liable on its agreements and obligations herein to the full extent permitted by law.

16.1.2. In any and all claims against any of the Indemnitees by any employee of the Developer, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the Developer's indemnification obligation herein shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Developer or any Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

**16.2. District's Indemnity Obligation.** District shall indemnify, defend and hold harmless Developer and Developer's officers, directors, shareholders, partners, members, agents and employees from and against any claims, damages, costs, expenses, judgments or liabilities connected with this Facilities Lease, including, without limitation claims, damages, expenses, or liabilities for loss or damage to any property or for death or injury to any person or persons, only to the extent that those claims, damages, expenses, judgments or liabilities arise from the negligence or willful acts or omissions of District, its officers, agents or employees at the Project.

## **17. Eminent Domain.**

**17.1. Total Taking After Project Delivery.** If, following delivery of possession of the Project by Developer to District, all of the Project and the Project Site is taken permanently under the power of eminent domain, the Term shall cease as of the day possession shall be so taken.

17.1.1. The financial interest of Developer shall be limited to the amount of principal payments pursuant to the Guaranteed Project Cost Provisions indicated in **Exhibit C** that are then due or past due together with all remaining and succeeding principal payments pursuant to the Guaranteed Project Cost Provisions indicated in **Exhibit C** for the remainder of the original Term.

17.1.2. The balance of the award, if any, shall be paid to the District.

**17.2. Total Taking Prior to Project Delivery.** If all of the Project and the Project Site is taken permanently under the power of eminent domain and the Developer is still performing the work of the Project and has not yet delivered possession of the Project to District, the Term shall cease as of the day possession shall be so taken. The financial interest of Developer shall be the amount Developer has expended to date for work performed on the Project, subject to documentation reasonably satisfactory to the District.

**17.3. Partial Taking.** If, following delivery of possession of the Project by Developer to District, less than all of the Project and the Project Site is taken permanently, or if all of the Project and the Project Site or any part thereof is taken temporarily, under the power of eminent domain:



- 17.3.1. This Facilities Lease shall continue in full force and effect and shall not be terminated by virtue of that partial taking and the Parties waive the benefit of any law to the contrary, and
- 17.3.2. There shall be a partial abatement of any principal payments pursuant to the Guaranteed Project Cost Provisions indicated in **Exhibit C** as a result of the application of the net proceeds of any eminent domain award to the prepayment of those payments hereunder. The Parties agree to negotiate, in good faith, for an equitable split of the net proceeds of any eminent domain award and a corresponding reduction in the payments required pursuant to the Guaranteed Project Cost Provisions indicated in **Exhibit C**, and

**18. Damage and Destruction.** If, following delivery of possession of the Project by Developer to District, the Project is totally or partially destroyed due to fire, acts of vandalism, flood, storm, earthquake, Acts of God, or other casualty beyond the control of either party hereto, the Term shall end and District shall still no longer be required to make any payments required pursuant to the Guaranteed Project Cost Provisions indicated in **Exhibit C** that are then due or past due or any remaining and succeeding principal payments pursuant to the Guaranteed Project Cost Provisions indicated in **Exhibit C** for the remainder of the original Term. The Developer shall still be due any funds, payments, or disbursements from the District's rental interruption insurance to pay for the amounts that would otherwise have been due and owing from the District under **Exhibit C**.

**19. Abatement.**

**19.1.** If, after the Parties have executed the Memorandum of Commencement Date attached hereto as **Exhibit E**, the Project becomes destroyed or damaged beyond repair, the District may determine its use of the Project abated. Thereafter, the District shall have no obligation to make, nor shall the Developer have the right to demand, any future Lease Payments as indicated in the Guaranteed Project Cost Provisions indicated in **Exhibit C** to this Facilities Lease. The Term shall cease at that time.

**19.2.** The Parties hereby agree that the net proceeds of the District's rental interruption insurance that the District must maintain during the Term, as required herein, shall constitute a special fund for the payment of the Lease Payments indicated in the Guaranteed Project Cost Provisions indicated in **Exhibit C**.

**19.3.** The District shall as soon as practicable after such event, apply the net proceeds of its insurance policy intended to cover that loss ("Net Proceeds"), either to:

- 19.3.1. Repair the Project to full use;
- 19.3.2. Replace the Project, at the District's sole cost and expense, with property of equal or greater value to the Project immediately prior to the time of the destruction or damage, with that replacement, once completed, shall be substituted in this Facilities Lease by appropriate endorsement; or
- 19.3.3. Exercise the District's purchase option as indicated in the Guaranteed Project Cost Provisions indicated in **Exhibit C** to this Facilities Lease.

**19.4.** The District shall notify the Developer of which course of action it desires to take within thirty (30) days after the occurrence of the destruction or damage. The Net Proceeds of all insurance payable with respect to the Project shall be available to the District and shall be used to discharge the District's obligations under this Section.

**20. Access**

**20.1. By Developer.** Developer shall have the right at all reasonable times to enter upon the Project Site to construct the Project pursuant to this Facilities Lease. Following the acceptance of the Project by District,

Developer may enter the Project at reasonable times with advance notice and arrangement with District for purposes of making any repairs required to be made by Developer.

**20.2. By District.** The District shall have the right to enter upon the Project Site at all times. District shall comply with all safety precautions and procedures required by Developer.

## **21. Assignment, Subleasing**

**21.1. Assignment and Subleasing by the District.** Any assignment or sublease by District shall be subject to all of the following conditions:

- 21.1.1. This Facilities Lease and the obligation of the District to make the payments required pursuant to the Guaranteed Project Cost Provisions indicated in **Exhibit C** shall remain obligations of the District; and
- 21.1.2. The District shall, within thirty (30) days after the delivery thereof, furnish or cause to be furnished to Developer a true and complete copy of any assignment or sublease; and

**21.2. Assignment by Developer.** Developer may assign its right, title and interest in this Facilities Lease, in whole or in part to one or more assignees, only after the written consent of District, which District will not unreasonably withhold. No assignment shall be effective against the District unless and until the District has consented in writing. Notwithstanding anything to contrary contained in this Facilities Lease, no consent from the District shall be required in connection with any assignment by Developer to a lender for purposes of financing the Project as long as there are not additional costs to the District.

## **22. Events Of Default of District**

**22.1. Events of Default by District Defined.** The following shall be "Events of Default" of the District under this Facilities Lease. The terms "Event of Default" and "Default" shall mean, whenever they are used as to the District in the Site Lease or this Facilities Lease, shall only be one or more of the following events:

- 22.1.1. Failure by the District to pay payments required pursuant to the Guaranteed Project Cost Provisions indicated in **Exhibit C**, and the continuation of such failure for a period of forty-five (45) days.
- 22.1.2. Failure by the District to perform any material covenant, condition or agreement in this Facilities Lease and that failure continues for a period of forty-five (45) days after Developer provides District with written notice specifying that failure and requesting that the failure be remedied; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, Developer shall not unreasonably withhold its consent to an extension of such time if corrective action is instituted by the District within the applicable period and diligently pursued until the default is corrected.

**22.2. Remedies on District's Default.** If there has been an Event of Default on the District's part, the Developer may exercise any and all remedies available pursuant to law or granted pursuant to this Facilities Lease; provided, however, there shall be no right under any circumstances to accelerate any of the payments required pursuant to the Guaranteed Project Cost Provisions indicated in **Exhibit C** or otherwise declare those payments not then past due to be immediately due and payable.

- 22.2.1. Developer may rescind its leaseback of the Project Site to the District under this Facilities Lease and re-rent the Project Site to another lessee for the remaining Term for no less than the fair market value for leasing the Project Site, which shall be:



- 22.2.1.1. An amount determined by a mutually-agreed upon appraiser, or
- 22.2.1.2. If an appraiser cannot be agreed to, an amount equal to the mean between a District appraisal and a Developer appraisal for the Project Site, both prepared by an MAI-certified appraiser.
- 22.2.2. District's obligation to make the payments required pursuant to the Guaranteed Project Cost Provisions indicated in **Exhibit C** shall be:
  - 22.2.2.1. Increased by the amount of costs, expenses, and damages incurred by the Developer in re-renting the Project Site, and
  - 22.2.2.2. Decreased by the amount of rent Developer receives in reletting the Project Site.
- 22.2.3. The District agrees that the terms of this Facilities Lease constitute full and sufficient notice of the right of Developer to re-rent the Project Site in the Event of Default without effecting a surrender of this Facilities Lease, and further agrees that no acts of Developer in performing a re-renting as permitted herein shall constitute a surrender or termination of this Facilities Lease, but that, on the contrary, in the event of an Event of Default by the District the right to re-rent the Project Site shall vest in Developer as indicated herein.

**22.3. District's Continuing Obligation.** Unless there has been damage, destruction, a Taking as described above, or the Developer is in Default as indicated herein, the District shall continue to remain liable for the payments required pursuant to the Guaranteed Project Cost Provisions indicated in **Exhibit C** and those amounts shall be payable to Developer at the time and in the manner as therein provided.

**22.4. No Remedy Exclusive.** No remedy herein conferred upon or reserved to Developer is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Facilities Lease or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any Default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle Developer to exercise any remedy reserved to it in this Article 9, it shall not be necessary to give any notice, other than such notice as may be required in this Article or by law.

### **23. Events Of Default of Developer**

**23.1. Events of Default by Developer Defined.** The following shall be "Events of Default" of the Developer under this Facilities Lease. The terms "Event of Default" and "Default" shall mean, whenever they are used as to the Developer in the Site Lease or this Facilities Lease, shall only be one or more of the following events:

- 23.1.1.1. Developer unreasonably refuses or fails to prosecute the work on the Project with such reasonable diligence as will accomplish Project Completion within the Contract Time or any extension thereof;
- 23.1.1.2. Prior to Project Completion, Developer is adjudged a bankrupt, or files for bankruptcy, or if it should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency;
- 23.1.1.3. Developer persistently disregards applicable law as indicated in **Exhibit "D,"** or otherwise be in violation of **Exhibit "D."**
- 23.1.2. Failure by the Developer to perform any material covenant, condition or agreement in this Facilities Lease and that failure continues for a period of forty-five (45) days after District

provides Developer with written notice specifying that failure and requesting that the failure be remedied; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, District shall not unreasonably withhold its consent to an extension of such time if corrective action is instituted by the Developer within the applicable period and diligently pursued until the default is corrected.

**23.2. Remedies on Developer's Default.** If there has been an Event of Default on the Developer's part, the District may, without prejudice to any other right or remedy, terminate the Site Lease and Facilities Lease.

23.2.1. If District terminates the Site Lease and the Facilities Lease pursuant to this section, the Project Site and any improvements built upon the Project Site shall vest in District upon termination of the Site Lease and Facilities Lease, and District shall thereafter be required to pay only the principal amounts then due and owing pursuant to the Guaranteed Project Cost Provisions indicated in **Exhibit C**, less any damages incurred by District due to Developer's Default.

23.2.2. The District shall retain all rights it possesses as indicated in **Exhibit D** including, without limitation,

23.2.2.1. The right to assess liquidated damages due as permitted herein;

23.2.2.2. All rights the District holds to demand performance pursuant to the Developer's required performance bond;

**24. Notices.** All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed to have been received as indicated below and to the persons indicated below:

**24.1.** If notice is given by personal delivery thereof, it shall be considered delivered on the day of delivery.

**24.2.** If notice is given by overnight delivery service, it shall be considered delivered on (1) day after date deposited, as indicated by the delivery service.

**24.3.** If notice is given by depositing same in United States mail, enclosed in a sealed envelope, it shall be considered delivered three (3) days after date deposited, as indicated by the postmarked date.

**24.4.** If notice is given by registered or certified mail with postage prepaid, return receipt requested, it shall be considered delivered on the day the notice is signed for

**If to District:**

Oakland Unified School District  
Department of Facilities Planning and  
Management  
955 High Street  
Oakland, CA 94601  
Attention: Tadashi Nakadegawa,  
Facilities Director  
Telephone: (510) 879-2962  
tadashi.nakadegawa@ousd.k12.ca.us

**With a copy to:**

Orbach Huff & Suarez  
1 Kaiser Plaza, Ste. 1458  
Oakland, CA 94612

**If to Developer:**

Kerry Atkinson  
Vice President, Operations Manager  
Swinerton Builders  
260 Townsend Street  
San Francisco, CA 94107  
Phone 415.984.1360  
Fax 877.349.7149



Attention: Cate Boskoff  
Telephone: (510) 999-7908  
Facsimile: (510) 999-7918

The Developer and the District, by notice given hereunder, may designate different addresses to which subsequent notices, certificates or other communications will be sent.

**25. Binding Effect.** This Facilities Lease shall inure to the benefit of and shall be binding upon Developer and the District and their respective successors, transferees and assigns.

**26. No Additional Waiver Implied by One Waiver.** In the event any agreement contained in this Facilities Lease should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

**27. Severability.** In the event any provision of this Facilities Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, unless elimination of such invalid provision materially alters the rights and obligations embodied in this Facilities Lease or the Site Lease.

**28. Amendments, Changes and Modifications.** Except as to the termination rights of both Parties as indicated herein, this Facilities Lease may not be amended, changed, modified, altered or terminated without the written agreement of both Parties hereto.

**29. Net-Net-Net Lease.** This Facilities Lease shall be deemed and construed to be a "net-net-net lease" and the District hereby agrees that all payments it makes pursuant to the Guaranteed Project Cost Provisions indicated in **Exhibit C** shall be an absolute net return to Developer, free and clear of any expenses, charges or set-offs.

**30. Execution in Counterparts.** This Facilities Lease may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

**31. Developer and District Representatives.** Whenever under the provisions of this Facilities Lease the approval of Developer or the District is required, or Developer or the District is required to take some action at the request of the other, such approval or such request shall be given for Developer by Developer's Representative and for the District by the District's Representative, and any party hereto shall be authorized to rely upon any such approval or request.

**32. Applicable Law.** This Facilities Lease shall be governed by and construed in accordance with the laws of the State of California, and venue in the County within which the School Site is located.

**33. Attorney's Fees.** If either party brings an action or proceeding involving the Property or to enforce the terms of this Facilities Lease or to declare rights hereunder, each party shall bear the cost of its own attorneys' fees.

**34. Captions.** The captions or headings in this Facilities Lease are for convenience only and in no way define, limit or describe the scope or intent of any provisions or Sections of this Facilities Lease.

**35. Prior Agreements.** This Facilities Lease and the corresponding Site Lease collectively contain all of the agreements of the Parties hereto with respect to any matter covered or mentioned in this Facilities Lease and no prior agreements or understanding pertaining to any such matter shall be effective for any purpose.

**36. Further Assurances.** Parties shall promptly execute and deliver all documents and instruments reasonably requested to give effect to the provisions of this Facilities Lease.



**37. Recitals Incorporated.** The Recitals set forth at the beginning of this Facilities Lease are hereby incorporated into its terms and provisions by this reference.

**38. Time of the Essence.** Time is of the essence with respect to each of the terms, covenants, and conditions of this Facilities Lease.


**39. Force Majeure.** A party shall be excused from the performance of any obligation imposed in this Facilities Lease and the exhibits hereto for any period and to the extent that a party is prevented from performing such obligation, in whole or in part, as a result of delays caused by the other party or third parties, a governmental agency or entity, an act of God, war, terrorism, civil disturbance, forces of nature, fire, flood, earthquake, strikes or lockouts, and such non performance will not be a default hereunder or a grounds for termination of this Facilities Lease.

**40. Interpretation.** None of the Parties hereto, nor their respective counsel, shall be deemed the drafters of this Facilities Lease for purposes of construing the provisions thereof. The language in all parts of this Facilities Lease shall in all cases be construed according to its fair meaning, not strictly for or against any of the Parties hereto.

**IN WITNESS WHEREOF,** the Parties have caused this 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:

**OAKLAND UNIFIED SCHOOL DISTRICT**

  
\_\_\_\_\_  
Jody London, President, Board of Education

6/15/2012  
Date

  
\_\_\_\_\_  
Edgar Rakestraw, Jr., Secretary, Board of Education

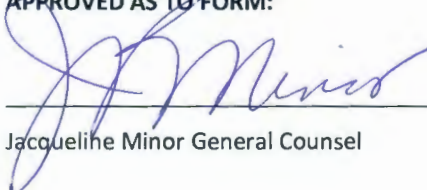
6/15/12  
Date

**SWINERTON BUILDERS, INC.**

  
\_\_\_\_\_  
By: Andrew C. Holden, Senior Vice President

6/15/2012  
Date

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Jacquelihe Minor General Counsel

6/15/12  
Date

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, 20 , before me, the undersigned notary public, personally appeared

\_\_\_\_\_, proved to me on the basis of satisfactory evidence to be the person(s) whose whole 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 California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature of Notary

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, 20 , before me, the undersigned notary public, personally appeared

\_\_\_\_\_, proved to me on the basis of satisfactory evidence to be the person(s) whose whole 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 California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature of Notary

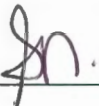
STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF San Francisco )

On June 5, 2012, before me, the undersigned notary public, personally appeared

Andrew C. Holden, Senior Vice President of Swinerton Builders  
proved to me on the basis of satisfactory evidence to be the person(s) whose whole 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 California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

  
\_\_\_\_\_  
Signature of Notary

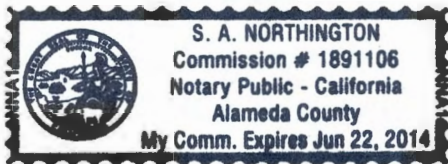




EXHIBIT "A"

DESCRIPTION OF SCHOOL SITE

Attached is the Legal Description for:

King Estates Middle School  
8251 Fontaine Street  
Oakland, CA 94605

EXHIBIT "B"

DESCRIPTION OF PROJECT SITE

Attached is the Legal Description for a portion of the School Site and Description of the Project that is subject to this Site Lease and upon which Developer will construct the Project.

EXHIBIT C

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

Attached are the terms and provisions related to Site Lease payments, the Facilities Lease, the Guaranteed Project Cost, and other related cost, funding, and payment provisions.



EXHIBIT D

GENERAL CONSTRUCTION PROVISIONS

EXHIBIT E

MEMORANDUM OF COMMENCEMENT DATE

**[TO BE ENTERED INTO AFTER CONSTRUCTION IS COMPLETE TO COMMENCE THE LEASE TERM]**

This MEMORANDUM OF COMMENCEMENT DATE is dated \_\_\_\_\_, 2012, and is made by and between \_\_\_\_\_ ("Developer"), as Lessor, and the Oakland Unified School District ("District"), as Lessee.

1. Developer and District have previously entered into a Facilities Lease dated as of \_\_\_\_\_, 20\_\_\_\_, (the "Lease") for the leasing by Developer to District of the Project Site and Project in \_\_\_\_\_, CA 9\_\_\_\_\_, referenced in the Lease.

2. District hereby confirms the following:

A. That all construction of the Project required to be performed pursuant to the Facilities Lease has been completed by Developer in all respects;

B. That District has accepted and entered into possession of the Project and now occupies same; and

C. That the term of the Facilities Lease commenced on \_\_\_\_\_, 20\_\_\_\_, and will expire at 11:59 P.M. on \_\_\_\_\_, 20\_\_\_\_.

**THIS MEMORANDUM OF COMMENCEMENT DATE IS ACCEPTED AND AGREED** on the date indicated below:

Dated: \_\_\_\_\_, 20\_\_\_\_

Dated: \_\_\_\_\_, 20\_\_\_\_

**Oakland Unified School District**

\_\_\_\_\_

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

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

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Title: Superintendent

Print Title: \_\_\_\_\_

EXHIBIT F

CONSTRUCTION SCHEDULE

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



EXHIBIT G

SCHEDULE OF VALUES

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

EXHIBIT H

AGREEMENT FOR PRELIMINARY SERVICES

**EXHIBIT C**

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

1. **Site Lease Payments.** As indicated in the Site Lease, Developer shall pay One Dollar (\$1.00) to the District as consideration for the Site Lease.

2. **Guaranteed Project Cost.**

2.1 Pursuant to the Facilities Lease, Developer will cause the Project to be constructed for the following amounts ("Guaranteed Project Cost"): Eight Million Three Hundred Thirteen Thousand Seven Hundred Thirty One (\$8,313,731).

2.1.1 **Cost of the Work.** The term Cost of the Work shall mean the costs necessarily incurred in the proper performance of the Work contemplated by the Contract Documents and pursuant to the Guaranteed Project Cost submitted and approved by the District. Such costs shall be at rates not higher than the standard paid at the place of the Project except with the prior consent of the District. The Cost of the Work shall include only the items set forth in this Article 2 and approved by the District.

2.1.1.1 **General Conditions.** The monthly rate to be paid to the Developer for General Conditions shall be as set forth in **Attachment 1** hereto. Said rates shall include all costs for labor, equipment and materials for the items identified therein which are necessary for the proper management of the Project, and shall include all costs paid or incurred by the Developer for insurance (except for general liability insurance), taxes, and all contributions, assessments and benefits, holidays, vacations, retirement benefits, incentives, whether required by law or collective bargaining agreements or otherwise paid or provided by Developer to its employees. The District reserves the right to request changes to the personnel, equipment, or facilities provided as General Conditions as may be necessary or appropriate for the proper management of the Project, in which case, the District shall be entitled to a reduction or increase in the cost of General Conditions based on the rates set forth in **Attachment 1**.

2.1.1.2 **Subcontract Costs.** Payments made by the Developer to Subcontractors (inclusive of the Subcontractor's bonding and insurance costs, which shall be included in the subcontract amount), which



payments shall be made in accordance with the requirements of the Contract Documents.

**2.1.1.3 Developer-Performed Work.** Costs incurred by the Developer for self-performed work at the direction of District or with the District's prior approval, as follows:

**2.1.1.3.1** Actual costs to the Developer of wages of construction workers, excluding all salaried and/or administrative personnel, directly employed by the Developer to perform the construction of the Work.

**2.1.1.3.2** Wages or salaries and customary benefits, such as sick leave, medical and health benefits, holidays, vacations, incentive programs, and pension plans of the Developer's field supervisory, safety and administrative personnel when stationed at the site or stationed at the Developer's principal office, only for that portion of their time required for the Work.

**2.1.1.3.3** Wages and salaries and customary benefits, such as sick leave, medical and health benefits, holidays, vacations, incentive programs and pension plans of the Developer's supervisory or administrative personnel engaged at factories, workshops or on the road, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

**2.1.1.3.4** Costs paid or incurred by Developer for taxes, insurance, contributions, assessments required by law or collective bargaining agreements and for personnel not covered by such agreements, and for customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Subparagraphs 2.1.1.3.1 through 2.1.1.3.3.

**2.1.1.3.5** Costs, including transportation and storage, of materials and equipment incorporated in the completed construction, including costs of materials in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the District's property at the completion of the Work or, at the District's option, shall be sold by the Developer. Any amounts realized from

such sales shall be credited to the District as a deduction from the Cost of the Work.

**2.1.1.3.6** Costs, including transportation and storage, installation, maintenance, dismantling and removal of materials, supplies, machinery and equipment not customarily owned by construction workers, that are provided by the Developer at the site and fully consumed in the performance of the Work; and cost (less salvage value) of such items if not fully consumed, whether sold to others or retained by the Developer. Cost for items previously used by the Developer shall mean fair market value.

**2.1.1.3.7** Rental charges for temporary facilities, machinery, equipment, vehicles and vehicle expenses, and hand tools not customarily owned by construction workers that are provided by the Developer at the site, whether rented from the Developer or others, and the costs of transportation, installation, minor repairs and replacements, dismantling and removal thereof and costs of Developer's Project field office, overhead and general expenses including office supplies, parking, office equipment, and software. Rates and quantities of equipment rented shall be subject to the District's prior approval.

**2.1.1.3.8** Costs of removal of debris from the site, daily clean up costs and dumpster charges not otherwise included in the cost of the subcontracts which exceeds the clean-up provided under the General Conditions.

**2.1.1.3.9** Costs of that portion of the reasonable travel, parking and subsistence expenses of the Developer's personnel incurred while traveling and discharge of duties connected with the Work.

**2.1.1.3.10** Costs of materials and equipment suitably stored off the site at a mutually acceptable location, if approved in advance by the District.

**2.1.1.4 Miscellaneous Costs.**

**2.1.1.4.1** Where not included in the General Conditions, and with the prior approval of District, costs of document reproductions (photocopying and blueprinting expenses), long distance telephone calls charges, postage, overnight and parcel delivery charges, telephone costs including cellular telephone

charges, facsimile or other communication service at the Project site, job photos and progress schedules, and reasonable petty cash expenses of the site office. Developer shall consult with District to determine whether District has any vendor relationships that could reduce the cost of these items and use such vendors whenever possible.

**2.1.1.4.2** Sales, use, gross receipts, local business and similar taxes imposed by a governmental authority that are related to the Work

**2.1.1.4.3** Fees and assessments for permits, plan checks, licenses and inspections for which the Developer is required by the Contract Documents to pay including, but not limited to, permanent utility connection charges, street use permit, street use rental, OSHA permit and sidewalk use permit and fees.

**2.1.1.4.4** Fees of laboratories for tests required by the Contract Documents.

**2.1.1.4.5** Deposits lost for causes other than the Developer's or its subcontractors' negligence or failure to fulfill a specific responsibility to the District as set forth in the Contract Documents.

**2.1.1.4.6** Expenses incurred in accordance with the Developer's standard personnel policy for relocation and temporary living allowances of personnel required for the Work if approved in advance by District.

**2.1.1.4.7** Where requested by District, costs or expenses incurred by Developer in performing design services for the design-build systems.

**2.1.1.4.8** Other costs incurred in the performance of the Work if, and to the extent approved in advance by District.

**2.1.1.4.9** Costs due to emergencies incurred in taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and property.

**2.1.1.4.10** Provided all other eligible costs have been deducted from the contingency and as part of the calculation of amounts due Developer for Final Payment, costs of repairing and correcting



damaged or non-conforming Work executed by the Developer, Subcontractors or suppliers, providing that such damage or non-conforming Work was not caused by negligence or failure to fulfill a specific responsibility of the Developer and only to the extent that the cost of repair or correction is not recovered by the Developer from insurance, sureties, Subcontractors or suppliers.

**2.1.2 Developer's Fee.** One Hundred Eighty Three Thousand Eight Hundred Eighty Four, (\$183,884) (3.00%) of the Cost of the Work as described in Article 2.1.1.

**2.1.3 Bonds and Insurance.** The total amount for Bonds and Insurance on the Project is One Hundred Seventy Four Thousand Seven Hundred Forty Five (\$174,745), per the Schedule of Values, Exhibit G to the Facilities Lease.

~~**2.1.4 Overtime / Hold Allowance.** Overtime / Hold Allowance of \_\_\_\_\_ Dollars (\$ ) shall be allocated for additional construction costs associated with unforeseen overtime premiums and product protection costs that occur over the course of construction. Any use of Overtime / Hold Allowance must be approved in advance by the District. District will review and give approval use of this allowance within 48 hours of Developer's request.~~

**2.1.5 Developer Contingency.** Developer Contingency of Four percent ( 4.00 %) of the Cost of the Work as described in Article 2.1.1 for additional construction costs that occur over the course of construction and may be used for extra costs due to Changes in Market Conditions, Purchasing gaps, Subcontractor or supplier failure, Estimating errors, overtime necessary to recover schedule (over and above identified in Overtime Holds 2.1.4, supra), re-sequencing costs, overruns in General Conditions, repair of damaged construction work not covered by Insurance and not attributable to an entity, legal fees, liens, claims, Normal inclement weather, and Developer's errors. This contingency is not intended to be spent on District changes, errors, unforeseen conditions, costs as a result of Force Majeure events, design errors, changes due to codes and code interpretations on site by overseeing Agencies and building officials. The unused portion of the Developer Contingency shall be split between the District and Developer with 60% going to the District and 40% to the Developer. Any use of Developer Contingency must be approved by District, which approval shall be granted within 24 hours after first requested and shall not be unreasonably denied. An accurate accounting of the Developer's Contingency fund will be noted on all payment applications with a description of how the money is spent.

**2.1.6 District Allowance.** The District shall establish a separate District fund in the amount of Eight Hundred Thousand One Hundred Seventy Four Dollars (\$800,174). This allowance is for the exclusive use of the District for additional District generated Project costs including, but not limited to District requested changes. Any unused portion of the District Allowance shall be returned to the District at the time of Project completion or termination. An accurate accounting of the District's Allowance fund will be noted on payment applications with a description of how the money is spent.

**2.2 The Guaranteed Project Cost is:** Eight Million Three Hundred Thirteen Thousand Seven Hundred Thirty One Dollars (\$8,313,731), which consists of the amounts identified in **Attachment 2** to this Exhibit C. Except as indicated herein for modifications to the Project approved by the District, Developer will not seek additional compensation from District in excess of Guaranteed Project Cost. District shall pay the **actual project cost** of the work not to exceed the Guaranteed Project Cost to Developer in the form of Tenant Improvement Payments and Lease Payments as indicated herein.

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

**2.4 Excluded Costs.**

**2.4.1** Salaries and other compensation of the Developer's personnel stationed at Developer's principal office or offices other than the Project Field Office, except as specifically provided in Subparagraphs 2.1.1.3.1 and 2.1.1.3.4.

**2.4.2** Expenses of the Developer's principle office and offices other than the Project field Office.

**2.4.3** Overhead and general expenses, except as may be expressly included in Article 2.

**2.4.4** The Developer's capital expenses, including interest on the Developer's capital employed for the Work.

**2.4.5** Costs that would cause the Guaranteed Project Cost (as adjusted by Change Order) to be exceeded.

**2.5 Changes to Guaranteed Project Cost.**



Facilities Lease) and pursuant to the provisions for Tenant Improvement payments, including Final Payment set forth in **Exhibit D** to the Facilities Lease.

**4. Lease Payments.** After the Parties execute the Memorandum of Commencement Date, attached to the Facilities Lease as **Exhibit E**, the District shall pay to Developer in monthly lease payments ("Lease Payment(s)") as indicated below.

**4.1** The Lease Payments shall be consideration for the District's rental, use, and occupancy of the Project and the Project Site and shall be made in equal monthly installments for the duration of the Term.

**4.2** The District represents that the annual Lease Payment obligation does not surpass the District's annual budget and will not require the District to increase or impose additional taxes or obligations on the public that did not exist prior to the execution of the Facilities Lease.

**4.3 Fair Rental Value.** District and Developer have agreed and determined that the total Lease Payments constitute adequate consideration for the Facilities Lease and are reasonably equivalent to the fair rental value of the Project. In making such determination, consideration has been given to the obligations of the Parties under the Facilities Lease and Site Lease, the uses and purposes which may be served by the Project and the benefits therefrom which will accrue to the District and the general public.

**4.4** Each Lease Payment Constitutes a Current Expense of the District.

**4.4.1** The District and Developer understand and intend that the obligation of the District to pay Lease Payments and other payments hereunder constitutes a current expense of the District and shall not in any way be construed to be a debt of the District in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by the District, nor shall anything contained herein constitute a pledge of the general tax revenues, funds or moneys of the District.

**4.4.2** Lease Payments due hereunder shall be payable only from current funds which are budgeted and appropriated or otherwise made legally available for this purpose. This Facilities Lease shall not create an immediate indebtedness for any aggregate payments that may become due hereunder.

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

**4.4.4** The District further covenants to make all necessary appropriations (including any supplemental appropriations) from any source of legally available



funds of the District for the actual amount of Lease Payments that come due and payable during the period covered by each such budget. Developer acknowledges that the District has not pledged the full faith and credit of the District, State of California or any state agency or state department to the payment of Lease Payments or any other payments due hereunder. The covenants on the part of District contained in this Facilities Lease constitute duties imposed by law and it shall be the duty of each and every public official of the District to take such action and do such things as are required by law in the performance of the official duty of such officials to enable the District to carry out and perform the covenants and agreements in this Facilities Lease agreed to be carried out and performed by the District.

**4.4.5** The Developer cannot, under any circumstances, accelerate the District's payments under the Facilities Lease.

**4.4.6** The Lease Payment Amount shall be paid pursuant to the following structure and the annual interest rate shall be at or below the then current Local Agency Investment Fund (LAIF) rate.

Date of Payment	(A) Total Lease Payment	(B) Total Interest Due on Lease Payment	Total Lease Payment plus interest due by District to Developer (A + B)
35 days after NOC filed	\$		
65 days after NOC filed	\$		
95 days after NOC filed	\$		
125 days after NOC filed	\$		
155 days after NOC filed	\$		
185 days after NOC filed	\$		

**4.4.7 Financed Portion of Lease Payments.** The District does not at this time believe it will need the Developer to finance a portion of the Lease Payments.

The District and the Developer have agreed that the District may request at a future time that the Developer agree to convert a portion of the Tenant Improvement Payments into Lease Payments and revise the Lease Payment schedule. If the District makes this request, the District and the Developer agree to negotiate in good faith regarding whether Developer can provide that financing, the amount of that financing, and the terms of that financing, which, if agreed to, shall be memorialized in a written amendment to the Facilities Lease and approved by the Parties.

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

## **5. District's Purchase Option**

**5.1** If the District is not then in uncured Default hereunder, the District shall have the option to purchase not less than all of the Project in its "as-is, where-is" condition and terminate this Facilities Lease and Site Lease by paying the total of any Lease Payments due for the remainder of the Term as of the date the option is exercised ("Option Price").

**5.2** District shall provide Developer no less than thirty (30) days' prior written notice that District is exercising its option to purchase the Project as set forth above on a specific date ("Option Date"). If the District exercises this option, the District shall pay directly to Developer the Option Price on or prior to the Option Date and Developer shall at that time deliver to District all reasonably necessary documents in recordable form to terminate this Facilities Lease and the Site Lease. District may record all such documents at District's cost and expense.

**5.3** Under no circumstances can the first Option Date be on or before thirty-five (35) days after the Developer completes the Project and the District accepts the Project.

**ATTACHMENT 1**  
**DETAILS OF GENERAL CONDITIONS**



GENERAL CONDITIONS - Tenant Work  
 Project Name: Kings Estates  
 Location: 8251 Fontaine Street, Oakland  
 Square Feet:



Print Date: 6/4/2012  
 Print Time: 7:53 PM  
 Duration in Mos: 4.6  
 Duration Wks: 20

ITEM	Hr/Week	QUANT.	UNIT	LABOR RATE	MAT/EQ RATE	TOTAL LABOR	MAT/EQ.	ITEM TOTAL	MONTHLY RATE	WEEKLY RATE
Operations Manager	2	40	hr	\$ 148.41		\$ 5,936		\$ 5,936	\$ 1,285	\$ 297
Senior Project Manager	0	0	hr	\$ 117.30		\$ -		\$ -	\$ -	\$ -
Project Manager	16	320	hr	\$ 93.22		\$ 29,830		\$ 29,830	\$ 6,458	\$ 1,492
Project Superintendent	40	800	hr	\$ 104.55		\$ 83,640		\$ 83,640	\$ 18,108	\$ 4,182
2nd Project Superintendent	20	400	hr	\$ 104.55		\$ 41,820		\$ 41,820	\$ 9,054	\$ 2,091
Assist. Superint.	0	0	hr	\$ 80.17		\$ -		\$ -	\$ -	\$ -
Project Engineer	20	400	hr	\$ 55.18		\$ 22,072		\$ 22,072	\$ 4,779	\$ 1,104
Accountant	8	160	hr	\$ 45.52		\$ 7,283		\$ 7,283	\$ 1,577	\$ 364
Administrator	8	160	hr	\$ 58.04		\$ 9,286		\$ 9,286	\$ 2,011	\$ 464
E.E.O. Coordinator	0	0	hr			\$ -		\$ -	\$ -	\$ -
Scheduler (w/ Supt.)	0	0	hr			\$ -		\$ -	\$ -	\$ -
Mech./Elect. Coord.)	0	0	hr			\$ -		\$ -	\$ -	\$ -
Safety Director (w/ supt.)	0	0	hr			\$ -		\$ -	\$ -	\$ -
<b>TOTAL ADMINISTRATION</b>						<b>\$ 199,868</b>	<b>0</b>	<b>\$ 199,868</b>	<b>\$ 43,272</b>	<b>\$ 9,993</b>
Reproduction Costs (GC as-builts)		4.6	mo	\$ 350.00		\$ -	\$ 1,617	\$ 1,617	\$ 350	\$ 81
Computer Cost (on-line/MIS)		4.6	mo	\$ 400.00		\$ -	\$ 1,848	\$ 1,848	\$ 400	\$ 92
Computer Rentals Jobsite		4.6	mo	\$ 500.00		\$ -	\$ 2,309	\$ 2,309	\$ 500	\$ 115
Copier & Supplies		0.0	mo	\$ 300.00		\$ -	\$ -	\$ -	\$ -	\$ -
Facsimile Machine		0.0	mo	\$ 50.00		\$ -	\$ -	\$ -	\$ -	\$ -
Jobsite Office Furniture		0.0	mo	\$ 100.00		\$ -	\$ -	\$ -	\$ -	\$ -
Messenger Service/Shipping		4.6	mo	\$ 250.00		\$ -	\$ 1,155	\$ 1,155	\$ 250	\$ 58
Office Supplies		4.6	mo	\$ 200.00		\$ -	\$ 924	\$ 924	\$ 200	\$ 46
Temporary Office			mo			\$ -	\$ -	\$ -	\$ -	\$ -
Office Water		4.6	mo	\$ 150.00		\$ -	\$ 693	\$ 693	\$ 150	\$ 35
Temp Telephone and Power			ls			\$ -	\$ -	\$ -	\$ -	\$ -
Cell Phones/Aircard		4.6	mo	\$ 200.00		\$ -	\$ 924	\$ 924	\$ 200	\$ 46
Progress Photos		4.6	mo	\$ 500.00		\$ -	\$ 2,309	\$ 2,309	\$ 500	\$ 115
Material Handling Allowance w/cost			mo	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -
Project Website/Archival			mo	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTAL OFFICE EXPENSES</b>						<b>\$ -</b>	<b>\$ 11,778</b>	<b>\$ 11,778</b>	<b>\$ 2,550</b>	<b>\$ 589</b>
Debris Boxes		12	ea	650.00		\$ 7,800	\$ -	\$ 7,800	\$ 1,689	\$ 366
General temporary protection and cleanup		1	ls	59,600.00		\$ 59,600	\$ -	\$ 59,600	\$ 12,903	\$ 2,794
Labor Overtime Allowance		0	ls			\$ -	\$ -	\$ -	\$ -	\$ -
Final Clean Up		50387	sf	0.25		\$ 12,597	\$ -	\$ 12,597	\$ 2,727	\$ 590
Final Glass Cleaning		0	sf			\$ -	\$ -	\$ -	\$ -	\$ -
Safety barrier at roof edges and skylight openings		4197	lf	25.00		\$ 104,925	\$ -	\$ 104,925	\$ 22,716	\$ 4,918
<b>TOTAL CLEAN UP/PROTECTION - See budget breakdown</b>						<b>\$ 184,922</b>	<b>\$ -</b>	<b>\$ 184,922</b>	<b>\$ 40,036</b>	<b>\$ 8,668</b>
Personnel Parking		0.0	MO			\$ -	\$ -	\$ -	\$ -	\$ -
Dist. Temp. Power/Lights (w/trade)		0.0	HR			\$ -	\$ -	\$ -	\$ -	\$ -
Temp. Elec./Lighting Equip. (w/trade)		0.0	MO			\$ -	\$ -	\$ -	\$ -	\$ -
Temp. Elec. Consumption (By Owner)		0.0	MO			\$ -	\$ -	\$ -	\$ -	\$ -
Chemical Toilets		4.6	MO	700.00		\$ -	\$ 3,233	\$ 3,233	\$ 700	\$ 162
Temporary Fencing		1.0	ls	5,000.00		\$ -	\$ 5,000	\$ 5,000	\$ 1,083	\$ 250
Scaffold & Plank (w/trade)		0.0	MO	0.00		\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTAL TEMP FACILITIES</b>						<b>\$ -</b>	<b>\$ 8,233</b>	<b>\$ 8,233</b>	<b>\$ 1,783</b>	<b>\$ 412</b>
Gas/Oil/Maintenance		4.6	MO	500.00		\$ -	\$ 2,309	\$ 2,309	\$ 500	\$ 115
Small Tools Purchase/Rental		4.6	MO	350.00		\$ -	\$ 1,617	\$ 1,617	\$ 350	\$ 81
Third Party Rental (w/trade)		0.0	MO	0.00		\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTAL TOOLS &amp; CONSUMABLES</b>						<b>\$ -</b>	<b>\$ 3,926</b>	<b>\$ 3,926</b>	<b>\$ 850</b>	<b>\$ 196</b>
<b>TOTAL GENERAL CONDITIONS</b>						<b>\$ 384,790</b>	<b>\$ 23,938</b>	<b>\$ 408,728</b>	<b>\$ 88,490</b>	<b>\$ 20,436</b>
<b>TOTAL PRE-CONSTRUCTION G.C.</b>								\$ -	\$ -	\$ -
<b>PERMIT PLAN CHECK ALLOWANCE</b>								\$ -	\$ -	\$ -
<b>TOTAL GENERAL CONDITIONS</b>								<b>\$ 408,728</b>	<b>\$ 88,490</b>	<b>\$ 20,436</b>

**ATTACHMENT 2**  
**DETAILS OF GUARANTEED PROJECT COST**



**BID SUMMARY**

A	B	C	E	H	I	J	K	N
Line #	CSI	Description	Bid Total (Excludes Alternates)	LBE (Included in Total)	SLBE (Included in Total)	DVBE (Included in Total)	Total L/SL/DVBE	Recommended Bidder
1	02 41 19	Selective Demolition	\$316,500	\$316,500	\$0	\$0	\$316,500	Demo Masters
2								
3	02 82 00	Hazmat Abatement	\$107,600	\$107,600	\$0	\$0	\$107,600	Bayview
4								
5	03 30 00	Concrete	\$204,905	\$204,905	\$0	\$0	\$204,905	McGuire And Hester
6								
7	03 38 50	Fiber Reinforced Epoxy Composite	\$1,079,580	\$0	\$0	\$0	\$0	Fibrwrap
8								
9	05 50 00	Miscellaneous Metals	\$195,400	\$0	\$0	\$0	\$0	Glazier
10								
11	06 10 00	Rough Carpentry	\$474,842	\$0	\$0	\$0	\$0	Richard Hancock
12								
13	06 40 00	Architectural Woodwork	\$0	\$0	\$0	\$0	\$0	Swinerton
14								
15	07 20 00	Thermal Insulation	\$4,800	\$0	\$4,800	\$0	\$4,800	King
16								
17	07 54 23	Roofing	\$722,542	\$0	\$0	\$0	\$0	Western
18								
19	07 62 00	Flashing and Sheetmetal	\$244,351	\$0	\$0	\$0	\$0	Omni
20								
21	07 72 00	Roof Accessories	\$0	\$0	\$0	\$0	\$0	
22								
23	07 90 00	Joint Sealers	\$0	\$0	\$0	\$0	\$0	
24								
25	07 95 00	Expansion Joints	\$73,086	\$0	\$0	\$0	\$0	Omni
26								
27	08 21 00	Doors, Frames, Hardware	\$6,860	\$0	\$0	\$0	\$0	SCS
28								
29	08 42 23	Skylights	\$179,980	\$0	\$0	\$0	\$0	Collier
30								
31	08 80 00	Glass and Glazing	\$0	\$0	\$0	\$0	\$0	Incl in Toilet Access.
32								
33	09 21 16	Gypsum Board	\$162,884	\$0	\$162,884	\$0	\$162,884	King
34								
35	09 22 00	Plaster	\$139,900	\$0	\$0	\$139,900	\$139,900	Davidson
36								
37	09 31 00	Tile	\$11,390	\$0	\$11,390	\$0	\$11,390	Tileworks
38								
39	09 51 53	Acoustic Ceiling	\$3,634	\$0	\$0	\$0	\$0	SFI
40								
41	09 88 00	Resilient	\$8,085	\$8,085	\$0	\$0	\$8,085	Anderson
42								
43	09 91 00	Painting	\$139,835	\$0	\$0	\$0	\$0	J&C Fuentes
44								
45	10 21 13	Toilet Accessories	\$13,550	\$13,550	\$0	\$0	\$13,550	Sevice Metal Products
46								
47	10 41 00	Signage	\$4,893	\$4,893	\$0	\$0	\$4,893	Golden Gate Signs
48								
49	14 40 00	Lifts	\$0	\$0	\$0	\$0	\$0	McKinley
50								
51	22 00 00	Plumbing	\$249,900	\$249,900	\$0	\$0	\$249,900	Broadway
52								
53	23 00 00	HVAC	\$101,200	\$0	\$0	\$0	\$0	Broadway
54								
55	28 00 00	Electrical	\$349,000	\$349,000	\$0	\$0	\$349,000	Contra Costa
56								
57	28 70 00	Fire Alarm	\$712,239	\$29,850	\$506,042	\$0	\$535,892	Alpha/Various
58								
59	99 00 00	Miscellaneous	\$29,000	\$0	\$0	\$0	\$0	Swinerton
60								
<b>Subtotal</b>			<b>\$5,534,966</b>	<b>\$1,284,283</b>	<b>\$685,116</b>	<b>\$139,900</b>	<b>\$2,109,299</b>	
Preconstruction (Separate)			\$0				\$0	
General Conditions			\$ 408,728	\$408,728			\$408,728	
2.94%	Bonds and Insurance		\$174,745	\$174,745			\$174,745	
0.18%	Gross Receipt Tax		\$11,013	\$11,013			\$11,013	
3.00%	Fee		\$183,884	\$183,884			\$183,884	
<b>Subtotal</b>			<b>\$6,313,335</b>	<b>\$2,062,652</b>	<b>\$685,116</b>	<b>\$139,900</b>	<b>\$2,887,668</b>	
4.00%	Contractor Contingency		\$252,533				\$0	
Allowances			\$800,174				\$0	
Plan Check and Permit (Excluded)			\$0				\$0	
<b>Total Base Bid (Excluding Alternates)</b>			<b>\$7,366,042</b>	<b>\$2,062,652</b>	<b>\$685,116</b>	<b>\$139,900</b>	<b>\$2,887,668</b>	
				28%	9%	2%	39%	





**USD King Estates Middle School Seismic Rehabilitation**  
 8251 Fontaine Street  
 Oakland, CA

Sq. Footage: **50,387**  
 Subtotal Cost \$ **7,366,042**  
 Price/SF: \$ **146.19**  
 Printed: 6/4/2012 20:09

**BID SUMMARY**

A	B	C	D	E	F	G	H	I	J	K	L	M	N	P	Q	R	S	T	U	
Line #	CSI	Description	Budget	Bid Total (Excludes Alternates)	SMP Subtotal	Non SMP Subtotal	LBE (Included in Total)	SLBE (Included in Total)	DVBE (Included in Total)	Total L/S/DVBE	Allowances (Not Included Total)	Cost/SF	Recommended Bidder	Bidder No. 1	Bidder No. 2	Bidder No. 3	Bidder No. 4	Bidder No. 5	Bid/Budget Difference	
1	02 41 19	Selective Demolition	\$443,403	\$316,500	\$316,500	\$0	\$316,500	\$0	\$0	\$316,500	\$0	\$6.28	Demo Masters	Demo Masters	No Bid	No Bid	No Bid	No Bid	\$0	(\$126,903)
2	02 82 00	Hazmat Abatement	\$50,000	\$107,600	\$107,600	\$0	\$107,600	\$0	\$0	\$107,600	\$50,000	\$2.14	Bayview	Bayview	Allied	PAS	No Bid	No Bid	No Bid	\$57,800
3	03 30 00	Concrete	\$229,800	\$204,905	\$204,905	\$0	\$204,905	\$0	\$0	\$204,905	\$21,000	\$4.07	McGuire And Hester	No Bid	No Bid	\$748,213	Rubecon	Largo	\$204,905	(\$24,895)
4	03 38 50	Fiber Reinforced Epoxy Composite	\$1,219,929	\$1,079,590	\$1,079,590	\$0	\$0	\$0	\$0	\$0	\$28,000	\$21.43	Fibwrap	\$1,079,590					\$0	(\$140,339)
5	05 50 00	Miscellaneous Metals	\$128,710	\$195,400	\$195,400	\$0	\$0	\$0	\$0	\$0	\$0	\$3.88	Glazier	\$245,060	\$195,400	\$246,500	\$218,152	\$366,250	\$66,690	
6	06 10 00	Rough Carpentry	\$431,220	\$474,842	\$474,842	\$0	\$0	\$0	\$0	\$0	\$0	\$9.42	Richard Hancock	\$589,550	\$474,842	\$589,477	No Bid	No Bid	\$43,622	
7	06 40 00	Architectural Woodwork	\$9,500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$9,500	\$0.00	Swinerton	No Bid	No Bid	No Bid	No Bid	No Bid	\$0	(\$9,500)
8	07 20 00	Thermal Insulation	\$4,784	\$4,800	\$4,800	\$0	\$0	\$4,800	\$0	\$4,800	\$0	\$0.10	King	\$4,800	\$5,000				\$0	\$16
9	07 64 23	Roofing	\$951,767	\$722,542	\$722,542	\$0	\$0	\$0	\$0	\$0	\$0	\$14.34	Western	\$994,988	\$1,055,350	\$722,542	B&M Tear Off		\$0	(\$229,225)
10	07 62 00	Flashing and Sheetmetal	\$238,005	\$244,351	\$244,351	\$0	\$0	\$0	\$0	\$0	\$0	\$4.85	Omni	\$385,000	\$244,351	0			\$0	\$6,346
11	07 72 00	Roof Accessories	\$5,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,000	\$0.00		\$0					\$0	(\$5,000)
12	07 90 00	Joint Sealers	\$15,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$15,000	\$0.00		\$0					\$0	(\$15,000)
13	07 95 00	Expansion Joints	\$144,400	\$73,086	\$73,086	\$0	\$0	\$0	\$0	\$0	\$0	\$1.45	Omni	\$73,086	\$73,086				\$0	(\$71,314)
14	08 21 00	Doors, Frames, Hardware	\$9,750	\$6,860	\$6,860	\$0	\$0	\$0	\$0	\$0	\$0	\$0.14	SCS	\$6,860	No Bid	\$43,341			\$0	(\$2,890)
15	08 42 23	Skylights	\$193,440	\$178,980	\$178,980	\$0	\$0	\$0	\$0	\$0	\$0	\$3.55	Collier	\$178,980					\$0	(\$14,460)
16	08 80 00	Glass and Glazing	\$1,500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0.00	Incl in Toilet Access.	\$0					\$0	(\$1,500)
17	09 21 16	Gypsum Board	\$143,654	\$162,884	\$162,884	\$0	\$0	\$162,884	\$0	\$162,884	\$50,000	\$3.23	King	\$162,884	\$201,700				\$19,230	
18	09 22 00	Plaster	\$246,750	\$139,900	\$139,900	\$0	\$0	\$0	\$139,900	\$139,900	\$0	\$2.78	Davidson	\$159,214	\$194,480	\$139,900			\$0	(\$106,850)
19	09 31 00	Tile	\$25,455	\$11,390	\$0	\$11,390	\$0	\$11,390	\$0	\$11,390	\$5,000	\$0.23	Tileworks	\$12,140	\$11,390				\$0	(\$14,065)
20	09 51 53	Acoustic Ceiling	\$2,304	\$3,634	\$3,634	\$0	\$0	\$0	\$0	\$0	\$0	\$0.07	SFI	\$3,634	\$3,634	CR Acoustics			\$1,330	
21	09 68 00	Resilient	\$7,590	\$8,085	\$8,085	\$0	\$0	\$0	\$0	\$8,085	\$0	\$0.16	Anderson	\$8,085					\$495	
22	09 91 00	Painting	\$146,919	\$139,835	\$139,835	\$0	\$0	\$0	\$0	\$0	\$18,000	\$2.78	J&C Fuentes	\$177,000	\$139,835	No Bid	No Bid	\$167,800	(\$7,084)	
23	10 21 13	Toilet Accessories	\$18,400	\$13,550	\$13,550	\$0	\$13,550	\$0	\$0	\$13,550	\$0	\$0.27	Sevice Metal Products	\$15,182	\$13,550				\$0	(\$4,850)
24	10 41 00	Signage	\$5,850	\$4,893	\$4,893	\$0	\$4,893	\$0	\$0	\$4,893	\$0	\$0.10	Golden Gate Signs	\$5,282	\$4,893				\$0	(\$957)
25	14 40 00	Lifts	\$3,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$4,200	\$0.00	McKinley	No Bid	No Bid	No Bid			\$0	(\$3,000)
26	22 00 00	Plumbing	\$289,760	\$249,900	\$249,900	\$0	\$249,900	\$0	\$0	\$249,900	\$42,500	\$4.96	Broadway	\$302,283	\$369,500	\$249,900			\$0	(\$39,860)
27	23 00 00	HVAC	\$121,450	\$101,200	\$101,200	\$0	\$0	\$0	\$0	\$0	\$0	\$2.01	Broadway	Matrix	\$227,300	\$101,200			\$0	(\$20,250)
28	26 00 00	Electrical	\$534,810	\$349,000	\$349,000	\$0	\$349,000	\$0	\$0	\$349,000	\$145,000	\$6.93	Contra Costa	\$349,000	\$517,956				\$0	(\$185,810)
29	26 70 00	Fire Alarm	\$712,239	\$712,239	\$712,239	\$0	\$29,850	\$506,042	\$0	\$535,892	\$75,000	\$14.14	Alpha/Various	\$712,239	0	0	0	0	\$0	\$712,239
30	99 00 00	Miscellaneous	\$507,896	\$29,000	\$29,000	\$0	\$0	\$0	\$0	\$0	\$331,974	\$0.58	Swinerton	\$29,000					\$0	(\$478,896)
<b>Subtotal</b>			<b>\$6,130,045</b>	<b>\$5,534,966</b>	<b>\$5,523,576</b>	<b>\$11,390</b>	<b>\$1,284,283</b>	<b>\$685,116</b>	<b>\$139,900</b>	<b>\$2,109,299</b>	<b>\$800,174</b>	\$109.85							\$0	(\$595,079)
<b>Preconstruction (Separate)</b>			<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	\$0.00							\$0	\$0
<b>General Conditions</b>			<b>\$146,589</b>	<b>\$408,728</b>	<b>\$407,887</b>	<b>\$841</b>	<b>\$408,728</b>	<b>\$0</b>	<b>\$408,728</b>	<b>\$0</b>	<b>\$408,728</b>	\$8.11							\$0	\$262,139
2.94% <b>Bonds and Insurance</b>			<b>\$184,533</b>	<b>\$174,745</b>	<b>\$174,385</b>	<b>\$360</b>	<b>\$174,745</b>	<b>\$0</b>	<b>\$174,745</b>	<b>\$0</b>	<b>\$174,745</b>	\$3.47							\$0	(\$9,788)
0.18% <b>Gross Receipt Tax</b>			<b>\$11,630</b>	<b>\$11,013</b>	<b>\$10,991</b>	<b>\$23</b>	<b>\$11,013</b>	<b>\$0</b>	<b>\$11,013</b>	<b>\$0</b>	<b>\$11,013</b>	\$0.22							\$0	(\$617)
3.00% <b>Fee</b>			<b>\$194,184</b>	<b>\$183,884</b>	<b>\$183,505</b>	<b>\$378</b>	<b>\$183,884</b>	<b>\$0</b>	<b>\$183,884</b>	<b>\$0</b>	<b>\$183,884</b>	\$3.65							\$0	(\$10,300)
<b>Subtotal</b>			<b>\$6,666,981</b>	<b>\$6,313,335</b>	<b>\$6,300,343</b>	<b>\$12,992</b>	<b>\$2,062,652</b>	<b>\$685,116</b>	<b>\$139,900</b>	<b>\$2,887,668</b>	<b>\$800,174</b>	\$125.30							\$0	(\$353,646)
4.00% <b>Contractor Contingency</b>			<b>\$266,679</b>	<b>\$252,533</b>	<b>\$252,014</b>	<b>\$520</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	\$5.01							\$0	(\$14,146)
<b>Allowances</b>			<b>\$0</b>	<b>\$800,174</b>	<b>\$800,174</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	\$15.88							\$0	\$800,174
<b>Plan Check and Permit (Excluded)</b>			<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	\$0.00							\$0	\$0
<b>Total Base Bid (Excluding Alternates)</b>			<b>\$6,933,660</b>	<b>\$7,366,042</b>	<b>\$7,352,531</b>	<b>\$13,511</b>	<b>\$2,062,652</b>	<b>\$685,116</b>	<b>\$139,900</b>	<b>\$2,887,668</b>	<b>\$800,174</b>	\$146.19							\$0	\$432,383
							28%	9%	2%	39%										





ALTERNATE SUMMARY

Alt	Description	Additional L/SL/DVBE Percentage	Cost	Add / Deduct
Alt LT	LBE Amount	9%	\$649,212	Add
Alt LP	LBE Premium	9%	\$126,317	Add
Alt ST	SLBE Amount	22%	\$1,628,510	Add
Alt SP	SLBE Premium	22%	\$463,686	Add
Alt DT	DVBE Amount	0%	\$0	Add
Alt DP	DVBE Premium	0%	\$0	Add
Alt 1	Roof replacement Buildings 1, 2, & 3 NonSMP		\$802,685	Add
Alt 2	Fascia repair/replacement Buildings 1, 2, & 3 NonSMP		\$115,262	Add
Alt 3	Alerton controls allowance NonSMP		\$121,132	Add
Alt 4	Delete Type 1 Tyfo BC fiberwrap at tee beam joints where		(\$49,554)	Deduct
Alt 5	GSM fascia/gutter Building 4, 5, 6 substitution allowance		(\$41,835)	Deduct



#### Clarifications

1. We acknowledge receipt of the following bid documents:
  - a. ZFA Drawings dated May 8, 2012
  - b. Project Manual dated December 2011 (excluding Division 0).
  - c. Technical Specifications for Asbestos Abatement & Lead Control Procedures, dated May 1, 2012.
  - d. Email RFI dated 5/25/12 regarding fiberwrap.
2. An Allowance of \$25,000 is included to replace selective walkway skylights.
3. Underground Gas Line omitted from scope per ZFA Engineers.
4. A2.4 Key Note 8: Test that existing underground drain lines are clear. Flush or route out if blocked.  
All Repair if needed @ T&M
5. Patched finishes will not be an exact match to the existing.
6. Early release of trades with material and equipment lead times will be required to start shop drawings and material procurement.
7. The following are excluded at this time unless otherwise noted:
  - a. Furniture removal, reinstallation, handling
  - b. Special testing and inspection services.
  - c. Code upgrades and correction of existing building deficiencies not shown on the documents.
  - d. Design and Engineering Fees
  - e. Cost of Building Services and Personnel
  - f. Fire Sprinkler Work
  - g. Telecom, security, audio/visual systems work
  - h. Hazmat consultant oversight and monitoring
  - i. Audio/visual systems work
  - j. Hazmat consultant oversight and monitoring
  - k. Restoration of "murals"
8. All Plan Check and Permit Fees are excluded and will be charged at the costs, if required.
9. Based on broad spectrum of ACM Surveys, we will need documented conditions and locations of materials in specific work locations prior to start of work.
10. Due to the aggressive nature of the construction schedule, we will need an expedited Submittal and Review process for turn around of Shop Drawings and Submittals.
11. Selection of the alternates to increase the L/SL/DVBE participation will require substitution of the subcontractors and revised pricing for any of the other selected alternates.
12. Security cameras will be disabled during removal and re-installation of the roof top conduits for re-roofing.
13. Concrete ramps remediation does not include any guardrail/handrail modification.
14. All existing skylights and coverings at the walkway will be existing to be reused.
15. Roofing is based on 60 mil TPO, not 80 mil.

#### Clarifications Fire Alarm

16. We acknowledge receipt of the following bid documents:
  - a. AON Drawings dated 12/30/2011
  - b. Specifications - Section 28 31 00 dated December 30, 2011
  - c. Data and CSFM Listing Sheets dated December 30, 2011
  - d. Responses to RFI's dated May 8, 2012.
17. Construction to be performed during normal hours.
18. Scanning to be used in lieu of xray at contractor's option.
19. Demolition of the existing will be limited to conduit, wiring, and devices that are readily accessible without additional demolition of walls, ceilings, and finishes.
20. Patching of wood paneling, vinyl wall coverings, ceiling tile, painting, and other finishes at removed devices, conduits, and wiring will be included locally only. Entire surfaces will not be replaced or refinished and exact matches may not be possible.
21. Patching of tile surfaces will consist of grout or sealant only.
22. The following are excluded at this time unless otherwise noted:
  - a. Permit fees.
  - b. Special testing and inspection services.
  - c. Code upgrades and correction of existing building deficiencies not shown on the documents.
  - d. Design and engineering.
  - e. Landlord, building security, building engineer, utility usage fees.
  - f. Furniture removal, reinstallation, handling
  - g. OT pay for owner consultants and vendors, AHJ, or IOR
23. No new underground conduit specified or included in quote. Existing conduit to Temporary Classrooms specified as adequate to carry new cabling in parallel with old.
24. Pending Revision of Asbestos Report, No premium work with lead paint or ACM has been included for installing conduit supports or demo.
25. No Mag door holders were noted in Simplex RFQ and are not included.
26. Relay modules for auxiliary control functions such as door release, mechanical fan units, shunt trips were not included in Simplex RFQ and are not included.





Swinerton Building scope  
 Allowances  
 LBE/SLBE Subcontractor

### BID SUMMARY

02 41 19

02 41 19 Selective Demolition

Description		Qty	Unit Price	Total					
Company name		Budget Est			Demo Masters	Allied	PAS	Sterling	Janus
Base bid					\$296,500				
SMP	1 Per plans, specs, bid documents			\$0	Yes				
SMP	2 LBE Documents			\$0	Yes				
SMP	3 PLA Documents			\$0	Yes				
SMP	4 Asbestos Survey Report			\$0	Yes				
SMP	5 Bid Clarification 1 - Bid Package			\$0	Yes				
SMP	6 Confirm schedule requirements in bid book	OT		\$0	\$23,500				
SMP	7			\$0					
SMP	8			\$0					
SMP	9 Sawcut and remove curb 6/S1.1	4 lf	100.00	\$400	Incl				
SMP	10 Demo concrete topping slab at roof 4/S5.1	37,974 sf	7.00	\$265,818	Incl				
SMP	11 Demo concrete curbs at skylight removal 4/S5.1	1,378 lf	25.00	\$34,450	Incl				
SMP	12 Demo opening for new steel 10"x14" no overcuts 4/S5.2	Deleted at Collectors	ea	1,500.00	\$0				
SMP	13 Demo opening for new steel 9"x9" no overcuts 5/S5.2	Deleted at Collectors	ea	1,500.00	\$0				
SMP	14 Demo bolts and angle to 1-1/2" back into wall 2 & 3/S5.3	343 lf	35.00	\$12,005	Incl				
SMP	15 Demo plaster soffits at walkway to building separations and trade access 1, 2, 3, 4, 7/S5.3	1,564 sf	10.00	\$15,640	Incl				
SMP	16 Demo partitions A2.1, A2.2	26 lf	35.00	\$910	Incl				
SMP	17 Demo partitions and glued acoustic tile for seismic work	Deleted at Collectors	sf	10.00	\$0				
SMP	18 Demo partitions for seismic work	Deleted at Collectors	sf	7.50	\$0				
SMP	19 Demo wall openings for seismic work	Deleted at Collectors	sf	15.00	\$0				
SMP	20 Demo wall and tile opening for new blocking and plumbing A2.1, A2.2, A2.3	500 sf	15.00	\$7,500	Incl				
SMP	21 Demo doors A2.1, A2.2	3 ea	100.00	\$300	Incl				
SMP	22 Demo flooring not shown A2.1	39 sf	20.00	\$780	Incl				
SMP	23 Demo ceilings for seismic work	Deleted at Collectors	sf	20.00	\$0				
SMP	24 Demo flooring at new column footings 2/S4.1	6 ea	150.00	\$900	Incl				
SMP	25 Demo skylights and skylight coverings	53 ea	410.00	\$21,730	Incl				
SMP	26 Demo toilet partitions A2.1	1 ea	260.00	\$260	Incl				
SMP	27 Demo haul off plumbing A2.1, A2.2	5 ea	130.00	\$650	Incl				
SMP	28 Demo miscellaneous A2.1, A2.2	1 ls	1,040.00	\$1,040	Incl				
SMP	29 Debris Boxes	40 ea	650.00	\$26,000	Incl				
SMP	30			\$0					
SMP	31 Demo skylights and curbs at walkways A1.3, A1.4 Key Note 7	Added/clarified new scope	8 ea	1,010.00	\$8,080	Incl			
SMP	32 Demo 12" of bottom of decorative column cover A1.3, A1.4 Key Note 10	Added/clarified new scope	20 ea	510.00	\$10,200	Incl			
SMP	33 Demo plaster soffits at walkway A3.1	Added/clarified new scope	265 sf	10.00	\$2,650	Incl			
SMP	34 Demo plaster soffits at walkway A3.2	Non SMP Added/clarified new scope	80 sf	10.00	\$800	Incl			
SMP	35 Demo plaster soffits at walkway A3.3	Added/clarified new scope	2,651 sf	10.00	\$28,510	Incl			
SMP	36 Demo partitions for seismic work	Added/clarified new scope	256 sf	7.50	\$1,920	Incl			
SMP	37 Demo wall openings for seismic work	Added/clarified new scope	200 sf	15.00	\$3,000	Incl			
SMP	38 Demo ceilings for seismic work	Added/clarified new scope	93 sf	20.00	\$1,860	Incl			
SMP	39			\$0					
SMP	40			\$0					



### BID SUMMARY

Sw... ssing scope  
 Allowances  
 LBE/SLBE Subcontractor

SMP  
 NONSMP

			\$443,403	\$316,500	No Bid	No Bid	No Bid	No Bid
<b>Total Reviewed Bid</b>								
SMP Subtotal			\$443,403	\$316,500	\$0	\$0	\$0	\$0
NON SMP Subtotal			\$0	\$0	\$0	\$0	\$0	\$0
LBE Amount Breakouts			\$0	\$316,500				
SLBE Amount Breakouts			\$0					
DVBE Amount Breakouts			\$0					
Allowance Breakouts			\$0					
Alt LT LBE Amount			\$0					
Alt LP LBE Premium			\$0					
Alt ST SLBE Amount			\$0					
Alt SP SLBE Premium			\$0					
Alt DT DVBE Amount			\$0					
Alt DP DVBE Premium			\$0					
Alt 1 Roof replacement Buildings 1, 2, & 3 NonSMP			\$0					
Alt 2 Fascia repair/replacement Buildings 1, 2, & 3 NonSMP			\$0					
Alt 3 Alerton controls allowance NonSMP			\$0					
			\$0					

<b>Recommended Subcontractor</b>	<b>Demo Masters</b>	<b>\$316,500</b>
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### BID SUMMARY

- Swinerton missing scope
- Allowances
- LBE/SLBE Subcontractor

02 82 00

SMP  
SMP  
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SMP

SMP  
NON SMP

				02 82 00 Hazmat Abatement					
Description		Qty	Unit Price	Total	Bayview	Allied	PAS	Slating	Janus
Company name		Budget Est			Bayview	Allied	PAS	Slating	Janus
<b>Base bid</b>					\$107,600				
1	Per plans, specs, bid documents			\$0	Yes				
2	LBE Documents			\$0	Yes				
3	PLA Documents			\$0	Yes				
4	Asbestos Survey Report			\$0	Yes				
5	Bid Clarification 1 - Bid Package			\$0	Yes				
6	Confirm schedule requirements in bid book			\$0					
7				\$0					
8	Allowance for hazmat abatement premium	1 ls	50,000.00	\$50,000	See allowances				
9	Air Monitoring (By Owner)	sf		\$0					
10				\$0					
11	Drywall Ceiling, Restrooms, Lead Abatement			\$0	Included				
12				\$0					
13				\$0					
14				\$0					
<b>Total Reviewed Bid</b>				\$50,000	\$107,600	No Bid	No Bid	No Bid	No Bid
SMP Subtotal				\$50,000	\$107,600	\$0	\$0	\$0	\$0
NON SMP Subtotal				\$0	\$0	\$0	\$0	\$0	\$0
LBE Amount Breakouts				\$0	\$107,600				
SLBE Amount Breakouts				\$0					
DVBE Amount Breakouts				\$0					
Allowance for hazmat abatement premium				\$0	\$50,000				
Alt LT	LBE Amount			\$0					
Alt LP	LBE Premium			\$0					
Alt ST	SLBE Amount			\$0					
Alt SP	SLBE Premium			\$0					
Alt DT	DVBE Amount			\$0					
Alt DP	DVBE Premium			\$0					
Alt 1	Roof replacement Buildings 1, 2, & 3 NonSMP			\$0					
Alt 2	Fascia repair/replacement Buildings 1, 2, & 3 NonSMP			\$0	\$20,000				
Alt 3	Alerton controls allowance NonSMP			\$0					
				\$0					
				\$0					
<b>Recommended Subcontractor</b>					<b>Bayview</b>	<b>\$107,600</b>			





### BID SUMMARY

Sw... ssing scope  
Allowances  
LBE/SLBE Subcontractor

03 30 00

Description		Qty	Unit Price	Total	03 30 00 Concrete				
Company name			Budget Est		Fosun	MCE Concrete	Rubecon	Largo	McGuire And Finster
	<b>Base bid</b>				\$0		\$608,703		\$178,005
	1 Per plans, specs, bid documents			\$0			Yes		Yes
	2 LBE Documents			\$0			Yes		Yes
	3 PLA Documents			\$0			Yes		Yes
	4 Asbestos Survey Report			\$0			Yes		Yes
	5 Bid Clarification 1 - Bid Package			\$0			Yes		Yes
	6 Confirm schedule requirements in bid book			\$0			Yes		Yes
SMP	8 Concrete trench patch including base rock, membranes, rebar, rebar couplers, concrete materials, place and finish, pumping, for a complete assembly as required. 3/S1.1	18 sf	150.00	\$2,700					\$3,000
SMP	9 Concrete curb including furnish and install sill embedded anchor bolts, roughening existing, rebar, dowels, formwork, concrete materials, place and finish, pumping, for a complete assembly as required. 4/S1.1	4 lf	350.00	\$1,400					\$1,500
SMP	10 Concrete patching at pipe column including sawcut and remove, excavation, grout removal, new baseplate grout, rebar, dowels, concrete materials, place and finish, pumping, for a complete assembly as required. 1/S4.1	10 ea	1,625.00	\$16,250			Incl		Incl
SMP	11 Concrete column footing and patching at pipe column including sawcut and remove, excavation, grout removal, new baseplate grout, rebar, dowels, concrete materials, place and finish, pumping, for a complete assembly as required. 2/S4.1	22 ea	3,375.00	\$74,250			Incl		Incl
SMP	12 Concrete grade beam including sawcut and remove, excavation, formwork, rebar, dowels, concrete materials, place and finish, pumping, for a complete assembly as required. 4/S4.1 (part of this will require restoration of site ramp)	84 lf	580.00	\$48,720			Incl		Incl
SMP	13 Grout space above plate 1/S5.2 Deleted at Collectors	lf	30.00	\$0					
SMP	14 Grout opening for new steel 4/S5.2 Deleted at Collectors	ea	500.00	\$0					
SMP	15 Grout opening for new steel 5/S5.2 Deleted at Collectors	ea	500.00	\$0					
SMP	16 Grout patch walls at removed bolts 2 & 3/S5.3	343 lf	25.00	\$8,575					\$0,000
SMP	17 Remedy non-compliant slopes at ramps on site including survey, grinding, patching, increasing ramp length, replace expansion joint where damaged, sealing, handrail footing as required, A1.0 Sheet Note 1 Alternate	sf	20.00	\$0					
SMP	18 Roof top unit curbs and pads 2/M4.1	3 ea	3,000.00	\$9,000					\$9,000
SMP	19 Remove and replace concrete paving for trade access including sawcut and remove, excavation, rebar, dowels, concrete materials, place and finish, pumping, for a complete assembly as required. Not on drawings yet	540 sf	60.00	\$32,400					
SMP	20 Scanning to avoid existing reinforcing Not anticipated	ea		\$0					
SMP	21			\$0					
SMP	22			\$0					
SMP	23 Remedy non-compliant slopes at ramps on site including survey, grinding, patching, increasing ramp length, replace expansion joint where damaged, sealing, handrail footing as required, A1.0 Sheet Note 1 Allowance based on ramps 1 and 3 only	1,120 sf	37.50	\$42,000			\$139,510		See allowances
SMP	24 Remove and reset the trench drain at the new footing Added/clarified new scope	1 ea	1,000.00	\$1,000					Incl
SMP	25 Grout space above plate 1/S5.2 Added/clarified new scope	80 lf	30.00	\$2,400					\$2,400
SMP	26 Grout space above plate 8/S5.2 Added/clarified new scope	36 lf	30.00	\$1,080					\$2,000



### BID SUMMARY

Sw...ing scope  
 Allowances  
 LBE/SLBE Subcontractor

SMP	27	Remove and replace concrete paving for trade access including sawcut and remove, excavation, rebar, dowels, concrete materials, place and finish, pumping, for a complete assembly as required.	Revised scope	-540 sf	60.00	(\$32,400)					
SMP	28	New wall connection anchors including remove and replace concrete paving for trade access, sawcut and remove, excavation, backfill, rebar, dowels, concrete materials, place and finish, pumping, for a complete assembly as required. 6/S4.1	Revised scope	115 lf	195.00	\$22,425				Incl	
SMP	29					\$0					
SMP	30					\$0					
<b>Total Reviewed Bid</b>						<b>\$229,800</b>	<b>No Bid</b>	<b>\$748,213</b>	<b>No Bid</b>	<b>\$204,905</b>	
SMP	SMP Subtotal					\$229,800	\$0	\$0	\$748,213	\$0	\$204,905
NON SMP	NON SMP Subtotal					\$0	\$0	\$0	\$0	\$0	\$0
	LBE Amount Breakouts					\$0					\$204,905
	SLBE Amount Breakouts					\$0					
	DVBE Amount Breakouts					\$0					
	Allowance remedy non-compliant slopes at ramps on site including survey, grinding, patching, increasing ramp length, replace expansion joint where damaged, sealing, handrail footing as required, A1.0 Sheet Note 1					\$0					\$21,000
	Alt LT LBE Amount					\$0					
	Alt LP LBE Premium					\$0					
	Alt ST SLBE Amount					\$0					
	Alt SP SLBE Premium					\$0					
	Alt DT DVBE Amount					\$0					
	Alt DP DVBE Premium					\$0					
	Alt 1 Roof replacement Buildings 1, 2, & 3 NonSMP					\$0					
	Alt 2 Fascia repair/replacement Buildings 1, 2, & 3 NonSMP					\$0					
	Alt 3 Alerton controls allowance NonSMP					\$0					
						\$0					

<b>Recommended Subcontractor</b>	<b>McGuire And Hester</b>	<b>\$204,905</b>
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Swinerton Building scope  
 Allowances  
 LBE/SLBE Subcontractor

### BID SUMMARY

03 38 50

Description		Qty	Unit Price	Total	03 38 50 Fiber Reinforced Epoxy Composite		
Company name			Budget Est		Fibrwrap		
	Base bid				\$1,005,590		
1	Per plans, specs, bid documents			\$0	Yes		
2	LBE Documents			\$0	Yes		
3	PLA Documents			\$0	Yes		
4	Asbestos Survey Report			\$0	Yes		
5	Bid Clarification 1 - Bid Package			\$0	Yes		
6	Confirm schedule requirements in bid book			\$0	Yes		
7	Boom lifts			\$0	\$9,000		
8	Type 1 FRP panel joint strengthening at tee beam joints including surface prep, blasting, grinding, primer, fillers, epoxy fill at offsets, clean rebar and fill pockets with HSG, additional FRP to maintain 9" beyond fill, epoxy between joints including stop or seal below 9/S5.1 (typical at all joints)	17,397 sf	12.00	\$208,766			
9	Type 1 FRP - 2 layers, panel joint strengthening at tee beam joints including surface prep, blasting, grinding, primer, fillers, epoxy fill at offsets, clean rebar and fill pockets with HSG, additional FRP to maintain 9" beyond fill, epoxy between joints including stop or seal below 9/S5.1	2,974 sf	20.00	\$59,478			
10	Type 1 FRP - 3 layers, panel joint strengthening at tee beam joints including surface prep, blasting, grinding, primer, fillers, epoxy fill at offsets, clean rebar and fill pockets with HSG, additional FRP to maintain 9" beyond fill, epoxy between joints including stop or seal below 9/S5.1	1,058 sf	28.00	\$29,624			
11	Type 1 FRP diaphragm strengthening including surface prep, blasting, grinding, primer, fillers, epoxy fill at offsets, clean rebar and fill pockets with HSG, epoxy between joints including stop or seal below	11,532 sf	12.00	\$138,384			
12	Type 1 FRP - 2 layers, diaphragm strengthening including surface prep, blasting, grinding, primer, fillers, epoxy fill at offsets, clean rebar and fill pockets with HSG, epoxy between joints including stop or seal below	1,911 sf	20.00	\$38,220			
13	Type 1 FRP - 3 layers, diaphragm strengthening including surface prep, blasting, grinding, primer, fillers, epoxy fill at offsets, clean rebar and fill pockets with HSG, epoxy between joints including stop or seal below	1,170 sf	28.00	\$32,760			
14	Type 2 FRP reinforcement around openings, including surface prep, blasting, grinding, primer, fillers, epoxy fill at offsets	1,687 sf	15.00	\$25,305			
15	Type 2 FRP diaphragm cord, including surface prep, blasting, grinding, primer, fillers, epoxy fill at offsets	1,782 sf	15.00	\$26,730			
16	Type 2 FRP - 2 layers, diaphragm cord, including surface prep, blasting, grinding, primer, fillers, epoxy fill at offsets	1,155 sf	27.00	\$31,185			
17	Type 2 FRP - 3 layers, diaphragm cord, including surface prep, blasting, grinding, primer, fillers, epoxy fill at offsets	1,073 sf	39.00	\$41,847			
18	Type 1 FRP - 3 layers, wall to slab connection strengthening, including FRP anchors, surface prep, blasting, grinding, radius corner, primer, fillers 3/S4.1	359 lf	85.00	\$30,514			
19	Type 1 FRP - 2 layers, wall to tee beam perpendicular, including FRP anchors, surface prep, blasting, grinding, radius corner, primer, fillers, epoxy fill at offsets, work around existing pilasters 1/S5.1	1,304 lf	80.00	\$104,320			
20	Type 1 FRP - 2 layers, wall to tee beam parallel, including FRP anchors, surface prep, blasting, grinding, radius corner, primer, fillers, epoxy fill at offsets, work around exterior pilasters 2/S5.1	697 lf	80.00	\$55,760			
21	Type 1 FRP over FRP anchors at 1' oc staggered 3/S5.1	36 lf	40.00	\$1,440			
22	Type 1 FRP - 2 layers, wall to tee beam parallel, including FRP anchors, surface prep, blasting, grinding, radius corner, primer, fillers, epoxy fill at offsets, work around exterior pilasters 5/S5.1	287 lf	80.00	\$22,960			





### BID SUMMARY

Swallowing scope  
Allowances  
LBE/SLBE Subcontractor

23	Type 1 FRP - 2 layers, wall to tee beam parallel, including FRP anchors, surface prep, blasting, grinding, radius corner, primer, fillers, epoxy fill at offsets, work around exterior pilasters 5A/S5.1		92 lf	80.00	\$7,360				
24	Type 1 FRP - 2 layers, wall to tee beam parallel, including FRP anchors, surface prep, blasting, grinding, radius corner, primer, fillers, epoxy fill at offsets, work around exterior pilasters 6/S5.1		28 lf	80.00	\$2,240				
25	FRP anchors at 2' oc and grout leveling 7/S5.1		57 lf	45.00	\$2,565				
26	Type 1 FRP - 2 layers, wall to tee beam parallel, including FRP anchors, surface prep, blasting, grinding, radius corner, primer, fillers, epoxy fill at offsets, work around exterior pilasters 8/S5.1		27 lf	80.00	\$2,160				
27	FRP anchors at 2' oc on roof, FRP anchors and Type 2 FRP - 2 layers at wall both sides including surface prep, blasting, grinding, primer, fillers 10/S5.1		57 lf	228.00	\$12,996				
28	FRP anchors at 2' oc and grout leveling 11/S5.1		27 lf	77.00	\$2,079				
29	Type 1 FRP over type 2 as required 1/S5.2		101 lf	9.00	\$909				
30	Scanning for anchors allowance at a few locations only		300 ea	200.00	\$60,000				
31	Non shrink grout leveling where slope exceeds 1:20	Allowance			\$0			See allowances	
32					\$0				
33	Type 1 FRP panel joint strengthening at tee beam joints 9/S5.1 (typical at all joints)	Revised scope	-1,849 sf	12.00	(\$22,190)				
34	Type 1 FRP - 2 layers, panel joint strengthening at tee beam joints 9/S5.1	Revised scope	-518 sf	20.00	(\$10,358)				
35	Type 1 FRP - 3 layers, panel joint strengthening at tee beam joints 9/S5.1	Revised scope	-93 sf	28.00	(\$2,604)				
36	Type 1 FRP diaphragm strengthening	Revised scope	-6,848 sf	12.00	(\$82,176)				
37	Type 1 FRP - 2 layers	Revised scope	-1,911 sf	20.00	(\$38,220)				
38	Type 1 FRP - 3 layers	Revised scope	-1,170 sf	28.00	(\$32,760)				
39	Type 2 FRP reinforcement around openings	Revised scope	-444 sf	15.00	(\$6,660)				
40	Type 2 FRP diaphragm cord	Revised scope	-1,556 sf	15.00	(\$23,340)				
41	Type 2 FRP - 2 layers, diaphragm cord	Revised scope	92 sf	27.00	\$2,484				
42	Type 2 FRP - 3 layers, diaphragm cord	Revised scope	45 sf	39.00	\$1,755				
43	Type 2 FRP - 4 layers, diaphragm cord	Revised scope	1,660 sf	51.00	\$84,660				
44	Type 2 FRP - 1 layer diaphragm strengthening	Revised scope	3,316 sf	15.00	\$49,740				
45	Type 2 FRP - 2 layers diaphragm strengthening	Revised scope	10,544 sf	27.00	\$284,688				
46	Type 2 FRP - 4 layers diaphragm strengthening	Revised scope	1,633 sf	51.00	\$83,283				
47	Type 1 FRP - 3 layers, wall to slab connection strengthening 3/S4.1	Revised scope	-359 lf	85.00	(\$30,514)				
48	Type 1 FRP - 2 layers, wall to tee beam perpendicular, including FRP anchors 1/S5.1	Revised scope	-561 lf	80.00	(\$44,880)				
49	Type 1 FRP - 3 layers, wall to tee beam parallel, including FRP anchors 1/S5.1	Revised scope	372 lf	104.00	\$38,688				
50	Type 1 FRP - 4 layers, wall to tee beam parallel, including FRP anchors 1/S5.1	Revised scope	205 lf	128.00	\$26,240				
51	Type 1 FRP - 2 layers, wall to tee beam parallel, including FRP anchors 2/S5.1	Revised scope	-215 lf	80.00	(\$17,200)				
52	Type 1 FRP - 3 layers, wall to tee beam parallel, including FRP anchors 2/S5.1	Revised scope	169 lf	104.00	\$17,576				
53	Type 1 FRP - 4 layers, wall to tee beam parallel, including FRP anchors 2/S5.1	Revised scope	28 lf	128.00	\$3,584				
54	Type 1 FRP over FRP anchors at 1' oc staggered 3/S5.1		0 lf	40.00	\$0				
55	Type 1 FRP - 2 layers, wall to tee beam parallel, including FRP anchors 5/S5.1	Revised scope	110 lf	80.00	\$8,800				
56	Type 1 FRP - 2 layers, wall to tee beam parallel, including FRP anchors 5A/S5.1	Revised scope	-92 lf	80.00	(\$7,360)				
57	Type 1 FRP - 2 layers, wall to tee beam parallel, including FRP anchors 6/S5.1		0 lf	80.00	\$0				
58	FRP anchors at 2' oc 7/S5.1		0 lf	45.00	\$0				
59	Type 1 FRP - 2 layers, wall to tee beam parallel, including FRP anchors 8/S5.1		0 lf	80.00	\$0				



**BID SUMMARY**

Sw... missing scope  
 Allowances  
 LBE/SLBE Subcontractor

SMP  
 NONSMP

60	FRP anchors at 2' oc on roof, FRP anchors and Type 2 FRP - 2 layers at wall both sides 10/S5.1	0 lf	228.00	\$0					
61	FRP anchors at 2' oc 11/S5.1	0 lf	77.00	\$0					
62	Type 1 FRP over type 2 as required 1/S5.2	Revised scope	-101 lf	9.00	(\$909)				
63	Sand	1 ls		\$0		\$5,000			
64				\$0					
<b>Total Reviewed Bid</b>				<b>\$1,219,929</b>	<b>\$1,079,590</b>				
SMP Subtotal				\$1,219,929	\$1,079,590	\$0	\$0	\$0	\$0
NON SMP Subtotal				\$0	\$0	\$0	\$0	\$0	\$0
LBE Amount Breakouts				\$0					
SLBE Amount Breakouts				\$0					
DVBE Amount Breakouts				\$0					
Allowance non shrink grout leveling where slope exceeds 1:20				\$0	\$28,000				
Alt LT	LBE Amount			\$0					
Alt LP	LBE Premium			\$0					
Alt ST	SLBE Amount			\$0					
Alt SP	SLBE Premium			\$0					
Alt DT	DVBE Amount			\$0					
Alt DP	DVBE Premium			\$0					
Alt 1	Roof replacement Buildings 1, 2, & 3 NonSMP			\$0					
Alt 2	Fascia repair/replacement Buildings 1, 2, & 3 NonSMP			\$0					
Alt 3	Alerton controls allowance NonSMP			\$0					
Alt 4	Delete Type 1 Tyfo BC fiberwrap at tee beam joints where the Type 2 Tyfo Sch-41 is applied in 2 direction also			\$0	(\$45,000)				
				\$0					
<b>Recommended Subcontractor</b>					<b>Fibrwrap</b>				<b>\$1,079,590</b>





SWINERTON BUILDERS  
 Allowing scope  
 LBE/SLBE Subcontractor

BID SUMMARY

05 50 00

05 50 00 Miscellaneous Metals

Company name	Description	Qty	Unit Price	Total	05 50 00 Miscellaneous Metals				
					Budget Est	CE Toland	Glazier	P. Gilmore	Romak
	<b>Base bid</b>				\$237,060	\$180,600	\$229,000	\$200,652	\$348,750
SMP	1 Per plans, specs, bid documents			\$0	Yes	Yes	Yes		
SMP	2 LBE Documents			\$0	Yes	Yes	Yes		
SMP	3 PLA Documents			\$0	Yes	Yes	Yes		
SMP	4 Asbestos Survey Report			\$0	Yes	Yes	Yes		
SMP	5 Bid Clarification 1 - Bid Package			\$0	Yes	Yes	Yes		
SMP	6 Confirm schedule requirements in bid book			\$0					
SMP	7								
SMP	8 Columns 4" pipe, furnished and installed, including epoxy anchors 1/4" plates and beam seats 5 & 6/S5.3, work with rough carpentry to allow install of beam between the seat and existing sheathing	10 ea	1,500.00	\$15,000		Incl		Incl	
SMP	9 Columns 6" pipe, furnished and installed, including furnishing anchors 2/4" plates and beam seats 5 & 6/S5.3, work with rough carpentry to allow install of beam between the seat and existing sheathing	22 ea	1,700.00	\$37,400		Incl		Incl	
SMP	10 W10x33 and 40 collector with 1/4" welded top plate, furnish and install, including bolts at 9" oc each side, drilled holes in concrete, field splice as required 1/S5.2	Deleted	lf	240.00	\$0				
SMP	11 W10x33 collector, furnish and install, including anchors at 2' oc staggered T&B, drilled holes in concrete, field splice as required 2/S5.2	Deleted	lf	160.00	\$0				
SMP	12 HSS7x7x1/2 with L6x6x3/8 T&B collector, furnish and install, including anchors at 1 oc, drilled holes in concrete, field splice as required 4/S5.2	Deleted	lf	360.00	\$0				
SMP	13 C12x30 collector, furnish and install, including anchors at 6" oc staggered T&B, drilled holes in concrete, 6/S5.2	Deleted	lf	200.00	\$0				
SMP	14 W10x33 collector, furnish and install, including anchors at 1' oc staggered T&B, drilled holes in concrete, field splice as required 8/S5.2	Deleted	lf	180.00	\$0				
SMP	15 FOB bent plates 1/S5.3	1 ea	500.00	\$500	incl	incl	\$500	\$500	\$500
SMP	16 FOB bent plate 4/S5.3	9 ea	300.00	\$2,700	incl	incl	\$3,000	\$3,000	\$3,000
NONSM	17 Furnish and install locker angle clips 2"x2" 10 ga Schedule #3/S2.8	Deleted Non SMP	ea	250.00	\$0				
SMP	18 Remedy non-compliant slopes at ramps modify existing handrails so that the top of rail falls within 34-38", A1.0 Sheet Note 1d	Alternate	lf	100.00	\$0				
SMP	19 Remove and reinstall ladder A2.5 KN 15		1 ea	4,000.00	\$4,000	incl	\$4,000	\$4,000	\$4,000
SMP	20 Steel angle 6/A5.1		96 lf	40.00	\$3,840	\$4,000	\$4,800	\$4,000	\$4,000
SMP	21 Remove and reinstall guardrails for trade access		50 lf	75.00	\$3,750	\$4,000	\$4,800	\$4,000	\$4,000
SMP	22 Scanning to avoid existing reinforcing allowance at a few locations only	w/fiberwrap above	ea	750.00	\$0				
SMP	23			\$0					
SMP	24			\$0					
SMP	25 Ramp handrail modification and footrail at new column 2/A1.0	Added/clarified new scope	1 ea	2,000.00	\$2,000	incl	\$2,000	\$2,000	\$2,000
SMP	26 Remedy non-compliant slopes at ramps modify existing handrails so that the top of rail falls within 34-38", A1.0 Sheet Note 1.C.d.	Allowance based on ramps 1 and 3 only	140 lf	100.00	\$14,000	incl	Excluded	Excluded	Excluded
SMP	27 W10x33 collector with 1/4" welded top plate, furnish and install, including bolts at 9" oc each side, drilled holes in concrete, field splice as required 1/S5.2	Added/clarified new scope	52 lf	240.00	\$12,480	incl	Incl	Incl	Incl
SMP	28 W12x45 collector with 1/4" welded top plate, furnish and install, including bolts at 9" oc each side, drilled holes in concrete, field splice as required 1/S5.2	Added/clarified new scope	28 lf	290.00	\$8,120	incl	Incl	Incl	Incl
SMP	29 W10x33 collector, furnish and install, including anchors at 2' oc staggered T&B, drilled holes in concrete, field splice as required 2/S5.2	Added/clarified new scope	55 lf	160.00	\$8,800	incl	Incl	Incl	Incl





Swinerton Building scope  
 Allowances  
 LBE/SLBE Subcontractor

### BID SUMMARY

SMP	30	W10x33 collector, furnish and install, including anchors at 1' oc staggered T&B, drilled holes in concrete, field splice as required 5/S5.2	Added/clarified new scope	30 lf	180.00	\$5,400		incl		incl		incl		incl
SMP	31	C12x30 collector, furnish and install, including anchors at 6" oc staggered T&B, drilled holes in concrete, 6/S5.2	Added/clarified new scope	14 lf	200.00	\$2,800		incl		incl		incl		incl
SMP	32	W10x33 collector with 1/4" welded top plate, furnish and install, including bolts at 12" oc each side, drilled holes in concrete, field splice as required 8/S5.2	Added/clarified new scope	36 lf	220.00	\$7,920		incl		incl		incl		incl
SMP	33					\$0								
SMP	34					\$0								
SMP	35					\$0								
<b>Total Reviewed Bid</b>						<b>\$128,710</b>	<b>\$245,060</b>	<b>\$195,400</b>	<b>\$246,500</b>	<b>\$218,152</b>	<b>\$366,250</b>			
SMP		SMP Subtotal				\$128,710	\$245,060	\$195,400	\$246,500	\$218,152	\$366,250			
NON SMP		NON SMP Subtotal				\$0	\$0	\$0	\$0	\$0	\$0			
		LBE Amount Breakouts				\$0								
		SLBE Amount Breakouts				\$0								
		DVBE Amount Breakouts				\$0								
		Allowance Breakouts				\$0								
	Alt LT	LBE Amount				\$0								
	Alt LP	LBE Premium				\$0								
	Alt ST	SLBE Amount				\$0		\$246,500						
	Alt SP	SLBE Premium				\$0		\$51,100						
	Alt DT	DVBE Amount				\$0								
	Alt DP	DVBE Premium				\$0								
	Alt 1	Roof replacement Buildings 1, 2, & 3 NonSMP				\$0								
	Alt 2	Fascia repair/replacement Buildings 1, 2, & 3 NonSMP				\$0								
	Alt 3	Alerton controls allowance NonSMP				\$0								
						\$0								

<b>Recommended Subcontractor</b>	<b>Glazier</b>	<b>\$195,400</b>
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### BID SUMMARY

Swinerton existing scope  
 Allowances  
 LBE/SLBE Subcontractor

06 10 00

SMP

Description		Qty	Unit Price	Total	06 10 00 Rough Carpentry				
Company name			Budget Est		Cal Pacific	Richard Hancock	Rubecon	Turner Group	Watts
<b>Base bid</b>					\$298,300	\$183,747	\$589,477		
1	Per plans, specs, bid documents			\$0	Yes	Yes			
2	LBE Documents			\$0	Yes	Yes			
3	PLA Documents			\$0	Yes	Yes			
4	Asbestos Survey Report			\$0	Yes	Yes			
5	Bid Clarification 1 - Bid Package			\$0	Yes	Yes			
6	Confirm schedule requirements in bid book			\$0					
7				\$0					
8	New door opening framing, wood sheathing remove and patch, shoring as required, demo, sill anchor bolts 6/S1.1	3 ea	850.00	\$2,550	Incl	Incl			
9	New 6x12 beam including heading off existing joists, new hangers, hardware, and fasteners 2/S5.3	133 lf	105.00	\$13,965	Incl	Incl			
10	Remove ledger and wall connection including, demo cutting and removal back to building face, temporary shoring and design 2/S5.3	133 lf	110.00	\$14,630	\$15,000	\$15,000			
11	New 6x12 beam including heading off existing joists, new hangers, hardware, and fasteners 3/S5.3	210 lf	105.00	\$22,050	Incl	Incl			
12	Remove ledger and wall connection including, demo cutting and removal back to building face, temporary shoring and design 3/S5.3	210 lf	110.00	\$23,100	\$24,000	\$24,000			
13	Install FOB bent plate include bolts, demo, shoring and design 1/S5.3	1 ea	250.00	\$250	\$250	\$250			
14	Install FOB bent plate include bolts 4/S5.3	9 ea	200.00	\$1,800	\$2,000	\$2,000			
15	New holdown including anchor 7/S5.3	1 ea	250.00	\$250	Incl	Incl			
16	New 2x4 stud wall and furred wall framing A2.1, A2.2	18 lf	160.00	\$2,880	Incl	Incl			
17	New wood blocking in existing walls for drinking fountain pipe rails, grab bars, toilet accessories A2.1, A2.2	46 ea	150.00	\$6,900	Incl	Incl			
18	Remove and replace damaged plywood deck at walkway 10% allowance A2.4, A2.5 SN 11	1,241 sf	12.00	\$14,894	\$10,000	\$10,176			
19	Remove and replace damaged fascias at walkway 10% allowance A2.4, A2.5 SN 11	79 lf	25.00	\$1,970	\$6,000	\$5,907			
20	Remove, modify, and replace as required raised curb framing and plywood 1/A5.1	264 sf	25.00	\$6,600	Incl	Incl			
21	New trim boards and blocking at soffits and for expansion joints 1, 4, 5, 6, 9/A5.1	1,326 lf	13.00	\$17,238	Incl	Incl			
22	New framing and plywood at expansion joints 6/A5.1	96 lf	65.00	\$6,240	Incl	Incl			
23	Rooftop expansion joint nailer 11/A5.1	80 lf	20.00	\$1,600	Incl	Incl			
24	Remove, replace 50% allowance, reinstall 3/4 plywood fascias, 2x6 redwood joint covers, 1x6 redwood soffit, and 4x6 nailers 2, 3/A5.1	2,005 lf	93.00	\$186,465	\$175,000	\$172,991			
25	Wood nailers at roof edge including epoxy anchors typical A5.1	2,601 lf	22.00	\$57,222	\$32,000	\$31,500			
26	Skylight curb framing, blocking, epoxy anchoring, plywood sheathing 1/A5.2	lf	60.00	\$0		no			
27	Rework and patch framing and sheathing at roof drain modifications and replacements	18 ea	300.00	\$5,400	\$6,000	\$6,000			
28	Patch framing for seismic work	Deleted at Collectors	sf	15.00					
29	Scanning to avoid existing reinforcing	Not anticipated	0 ea	\$0					
30				\$0					
31				\$0					
32	Framing Revisions 1, 4, 5, 6, 9/A5.1	Added/clarified new scope	343 lf	15.00	\$5,145	\$6,000	\$6,000		
33	Wood nailers at roof edge revision	Scanning not anticipated	2,601 lf	8.00	\$20,801	Incl	Incl		
34	Wood cant at walkways 4, 6/A5.2	Added/clarified new scope	1,737 lf	10.00	\$17,370	\$17,000	\$17,370		



Swinerton missing scope  
 Allowances  
 LBE/SLBE Subcontractor

### BID SUMMARY

SMP  
NON SMP

35	4x14 modification at seismic separation	1 ea	1,900.00	\$1,900	\$2,010	\$1,900			
36				\$0					
37				\$0					
38				\$0					
<b>Total Reviewed Bid</b>				<b>\$431,220</b>	<b>\$589,550</b>	<b>\$474,842</b>	<b>\$589,477</b>	<b>No Bid</b>	<b>No Bid</b>
	SMP Subtotal			\$431,220	\$589,550	\$474,842	\$589,477	\$0	\$0
	NON SMP Subtotal			\$0	\$0	\$0	\$0	\$0	\$0
	LBE Amount Breakouts			\$0					
	SLBE Amount Breakouts			\$0					
	DVBE Amount Breakouts			\$0					
	Allowance Breakouts			\$0					
Alt LT	LBE Amount			\$0		\$589,550			
Alt LP	LBE Premium			\$0		\$114,708			
Alt ST	SLBE Amount			\$0					
Alt SP	SLBE Premium			\$0					
Alt DT	DVBE Amount			\$0					
Alt DP	DVBE Premium			\$0					
Alt 1	Roof replacement Buildings 1, 2, & 3 NonSMP			\$0					
Alt 2	Fascia repair/replacement Buildings 1, 2, & 3 NonSMP			\$0		\$84,669			
Alt 3	Alerton controls allowance NonSMP			\$0					
Alt 5	GSM fascia/gutter Building 4, 5, 6 substitution allowance			\$0		(\$172,991)			

<b>Recommended Subcontractor</b>				<b>Richard Hancock</b>		<b>\$474,842</b>			
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Sw... ssing scope  
 Allowances  
 LBE/SLBE Subcontractor

**BID SUMMARY**

06 40 00

**06 40 00 Architectural Woodwork**

Description		Qty	Unit Price	Total	SCS	RMR	Swinerton		
Company name		Budget Est							
<b>Base bid</b>							\$0		
1	Per plans, specs, bid documents			\$0					
2	LBE Documents			\$0					
3	PLA Documents			\$0					
4	Asbestos Survey Report			\$0					
5	Bid Clarification 1 - Bid Package			\$0					
6	Confirm schedule requirements in bid book			\$0					
7				\$0					
8	New shelving in storage room A2.1	33 lf	100.00	\$3,300			See allowances		
9	Remove and restore wood paneling Deleted at Collectors	sf	50.00	\$0					
10	Remove and relocate display case at main entry for new columns	1 ea	3,000.00	\$3,000			See allowances		
11				\$0					
12	Remove and restore wood paneling Added/clarified new scope	64 sf	50.00	\$3,200			See allowances		
13				\$0					
14				\$0					
15				\$0					
16				\$0					
<b>Total Reviewed Bid</b>				<b>\$9,500</b>	<b>No Bid</b>	<b>No Bid</b>	<b>\$0</b>		
SMP Subtotal				\$9,500	\$0	\$0	\$0	\$0	\$0
NON SMP Subtotal				\$0	\$0	\$0	\$0	\$0	\$0
LBE Amount Breakouts				\$0					
SLBE Amount Breakouts				\$0					
DVBE Amount Breakouts				\$0					
Allowance new shelving in storage room A2.1				\$0			\$3,300		
Allowance remove and relocate display case at main entry for new columns				\$0			\$3,000		
Allowance remove and restore wood paneling				\$0			\$3,200		
Allowance subtotal				\$0			\$9,500		
Alt LT	LBE Amount			\$0					
Alt LP	LBE Premium			\$0					
Alt ST	SLBE Amount			\$0					
Alt SP	SLBE Premium			\$0					
Alt DT	DVBE Amount			\$0					
Alt DP	DVBE Premium			\$0					
Alt 1	Roof replacement Buildings 1, 2, & 3 NonSMP			\$0					
Alt 2	Fascia repair/replacement Buildings 1, 2, & 3 NonSMP			\$0					
Alt 3	Alerton controls allowance NonSMP			\$0					
<b>Recommended Subcontractor</b>					<b>Swinerton</b>		<b>\$0</b>		

SMP  
NONSMP



Swinerton missing scope  
 Allowances  
 LBE/SLBE Subcontractor

### BID SUMMARY

07 20 00

SMP  
NON SMP

Description		Qty	Unit Price	Total	07 20 00 Thermal Insulation					
					King	Herley				
<b>Company name</b>										
<b>Base bid</b>										
1	Per plans, specs, bid documents			\$0						
2	LBE Documents			\$0						
3	PLA Documents			\$0						
4	Asbestos Survey Report			\$0						
5	Bid Clarification 1 - Bid Package			\$0						
6	Confirm schedule requirements in bid book			\$0						
7				\$0						
8	Thermal insulation at skylight curb 1/A5.2	1,196 sf	4.00	\$4,784	\$4,800	\$5,000				
9				\$0						
10				\$0						
<b>Total Reviewed Bid</b>				<b>\$4,784</b>	<b>\$4,800</b>	<b>\$5,000</b>				
SMP Subtotal				\$4,784	\$4,800	\$5,000	\$0	\$0	\$0	\$0
NON SMP Subtotal				\$0	\$0	\$0	\$0	\$0	\$0	\$0
LBE Amount Breakouts				\$0						
SLBE Amount Breakouts				\$0	\$4,800	\$5,000				
DVBE Amount Breakouts				\$0						
Allowance Breakouts				\$0						
Alt LT	LBE Amount			\$0						
Alt LP	LBE Premium			\$0						
Alt ST	SLBE Amount			\$0						
Alt SP	SLBE Premium			\$0						
Alt DT	DVBE Amount			\$0						
Alt DP	DVBE Premium			\$0						
Alt 1	Roof replacement Buildings 1, 2, & 3 NonSMP			\$0						
Alt 2	Fascia repair/replacement Buildings 1, 2, & 3 NonSMP			\$0						
Alt 3	Alerton controls allowance NonSMP			\$0						
<b>Recommended Subcontractor</b>					<b>King</b>	<b>\$4,800</b>				





### BID SUMMARY

Sw...isting scope  
Allowances  
LBE/SLBE Subcontractor

07 54 23

07 54 23 Roofing

Description		Qty	Unit Price	Total	Lawson	Premium	Western	B&M Tear Off
Company name		Budget Est			Lawson	Premium	Western	B&M Tear Off
<b>Base bid</b>					\$725,381	\$648,550	\$682,542	
1	Per plans, specs, bid documents			\$0				
2	LBE Documents			\$0				
3	PLA Documents			\$0				
4	Asbestos Survey Report			\$0				
5	Bid Clarification 1 - Bid Package			\$0				
6	Confirm schedule requirements in bid book			\$0				
7				\$0				
8	Remove existing roofing and flashing at building 4, 5, 6	37,974 sf	1.50	\$56,961	\$77,207	\$90,000		Incl
9	Remove existing roofing and flashing at walkway	12,413 sf	1.50	\$18,620	incl	\$20,000		Incl
10	Remove existing roofing ACM premium	36,647 sf	1.75	\$64,132	\$145,800	\$145,800		Incl
11	New roofing TPO including insulation 1-1/2" to 5", cover board as required at building 4, 5, 6	37,974 sf	12.00	\$455,688	incl	incl		Incl
12	New roofing TPO including cover board as required at walkway	12,413 sf	10.50	\$130,337	incl	incl		incl
13	Coat gutters 2, 3/A5.1	2,005 lf	20.00	\$40,100		\$40,000		Incl
14	Replace all splash blocks where downspouts terminate at roofs	31 ea	100.00	\$3,100		\$3,000		incl
15	Walking mats A2.4, A2.5 KN 13 and as shown	7,348 sf	2.50	\$18,370		\$18,000		incl
16	TPO coated flashing and cleats at perimeter 10/A5.1 and 4, 5, 6/A5.2 and similar	2,793 lf	30.00	\$83,790				incl
17	TPO coated flashing and roofing at skylight curb 1/A5.2	1,404 lf	45.00	\$63,180		\$50,000		incl
18	Flashing and roofing at mechanical curb 1, 2/M4.1	372 lf	45.00	\$16,740		\$17,000		incl
19				\$0				
20				\$0				
21	Cut insulation for embedded conduit			\$0	\$40,000	\$40,000	\$40,000	
22				\$0				
23				\$0				
24	Sheet Metal			\$0	\$6,600			
25				\$0				
26	Adhered membrane flashing 4/A5.1 <span style="float:right">Added/clarified new scope</span>	15 lf	50.00	\$750				
<b>Total Reviewed Bid</b>				<b>\$951,767</b>	<b>\$994,988</b>	<b>\$1,055,350</b>	<b>\$722,542</b>	
SMP Subtotal				\$951,767	\$994,988	\$1,055,350	\$722,542	\$0
NON SMP Subtotal				\$0	\$0	\$0	\$0	\$0
LBE Amount Breakouts				\$0				
SLBE Amount Breakouts				\$0				
DVBE Amount Breakouts				\$0				
Allowance Breakouts				\$0				
Alt LT LBE Amount				\$0				
Alt LP LBE Premium				\$0				
Alt ST SLBE Amount				\$0			\$1,055,350	
Alt SP SLBE Premium				\$0			\$332,808	
Alt DT DVBE Amount				\$0				
Alt DP DVBE Premium				\$0				
Alt 1 Roof replacement Buildings 1, 2, & 3 NonSMP				\$0			\$353,338	
Alt 2 Fascia repair/replacement Buildings 1, 2, & 3 NonSMP				\$0				
Alt 3 Alerton controls allowance NonSMP				\$0				
<b>Recommended Subcontractor</b>					<b>Western</b>	<b>\$722,542</b>		

SMP  
NONSMP





Sw... ssing scope  
 Allowances  
 LBE/SLBE Subcontractor

BID SUMMARY

07 62 00

07 62 00 Flashing and Sheetmetal

Description		Qty	Unit Price	Total	07 62 00 Flashing and Sheetmetal				
Company name		Budget Est			Air Systems	Omni			
<b>Base bid</b>					\$385,000	\$198,491			
1	Per plans, specs, bid documents			\$0	Includes Exp Joint	Yes			
2	LBE Documents			\$0	Yes	Yes			
3	PLA Documents			\$0	Yes	Yes			
4	Asbestos Survey Report			\$0	Yes	Yes			
5	Bid Clarification 1 - Bid Package			\$0	Yes	Yes			
6	Confirm schedule requirements in bid book			\$0	Yes	Yes			
7				\$0					
8	Remove and replace flashing	1,514 lf	40.00	\$60,560	Incl	New only			
9	Remove and reinstall counterflashing 10% replacement allowance	668 lf	25.00	\$16,700	Incl	\$13,950			
10	Remove, reinstall gutter and trim flashing 2, 3/A5.1	2,005 lf	55.00	\$110,275	Incl	New only			
11	Remove, modify/replace, reinstall downspouts and new dome screens	60 ea	400.00	\$24,000	Incl	\$24,000			
12	New gutter at expansion joint 5, 6/A5.1	346 lf	45.00	\$15,570	Incl	Incl			
13	Remove, modify/replace, reinstall gutter A2.5 KN 16	40 lf	60.00	\$2,400	Incl	New only			
14				\$0					
15				\$0					
16	Remove (e) reglet and counterflashing A1.3, A1.4 Key Note 8 (new note but included in quantities above)			\$0					
17	Replace snap-in counter flashing where damaged, (e) reglet to remain A1.3, A1.4 Key Note 9 (new note but included in quantities above)			\$0					
18	New reglet above FRP at concrete walls A2.4 Key Note 17 and 4/A2.4 (new note but included in quantities above)	Note epoxy dowels 1 ls	8,500.00	\$8,500		\$8,500			
19				\$0					
20				\$0					
21				\$0					
22				\$0					
23				\$0					
<b>Total Reviewed Bid</b>				<b>\$238,005</b>	<b>\$385,000</b>	<b>\$244,351</b>			
SMP Subtotal				\$238,005	\$385,000	\$244,351	\$0	\$0	\$0
NON SMP Subtotal				\$0	\$0	\$0	\$0	\$0	\$0
LBE Amount Breakouts				\$0					
SLBE Amount Breakouts				\$0					
DVBE Amount Breakouts				\$0					
Allowance Breakouts				\$0					
Alt LT	LBE Amount			\$0					
Alt LP	LBE Premium			\$0					
Alt ST	SLBE Amount			\$0					
Alt SP	SLBE Premium			\$0					
Alt DT	DVBE Amount			\$0					
Alt DP	DVBE Premium			\$0					
Alt 1	Roof replacement Buildings 1, 2, & 3 NonSMP			\$0		\$190,000			
Alt 2	Fascia repair/replacement Buildings 1, 2, & 3 NonSMP			\$0					
Alt 3	Alerton controls allowance NonSMP			\$0					
Alt 5	GSM fascia/gutter Building 4, 5, 6 substitution allowance			\$0		\$135,000			
				\$0					
<b>Recommended Subcontractor</b>					Omni	\$244,351			

SMP  
NONSMP



Swinerton Building scope  
 Allowances  
 LBE/SLBE Subcontractor

### BID SUMMARY

07 72 00

07 72 00 Roof Accessories

Description	Qty	Unit Price	Total	Budget Est					
<b>Company name</b>				<b>Budget Est</b>					
<b>Base bid</b>				<b>\$0</b>					
1		Per plans, specs, bid documents		\$0					
2		LBE Documents		\$0					
3		PLA Documents		\$0					
4		Asbestos Survey Report		\$0					
5		Bid Clarification 1 - Bid Package		\$0					
6		Confirm schedule requirements in bid book		\$0					
7				\$0					
8	2 ea	Roof hatch guard rail	2,500.00	\$5,000	See allowance				
9				\$0					
10				\$0					
11				\$0					
12				\$0					
13				\$0					
14				\$0					
15				\$0					
<b>Total Reviewed Bid</b>				<b>\$5,000</b>	<b>\$0</b>				
SMP Subtotal				\$5,000	\$0	\$0	\$0	\$0	
NON SMP Subtotal				\$0	\$0	\$0	\$0	\$0	
LBE Amount Breakouts				\$0					
SLBE Amount Breakouts				\$0					
DVBE Amount Breakouts				\$0					
Allowance roof hatch guard rail				\$0	\$5,000				
Alt LT		LBE Amount		\$0					
Alt LP		LBE Premium		\$0					
Alt ST		SLBE Amount		\$0					
Alt SP		SLBE Premium		\$0					
Alt DT		DVBE Amount		\$0					
Alt DP		DVBE Premium		\$0					
Alt 1		Roof replacement Buildings 1, 2, & 3 NonSMP		\$0					
Alt 2		Fascia repair/replacement Buildings 1, 2, & 3 NonSMP		\$0					
Alt 3		Alerton controls allowance NonSMP		\$0					
				\$0					
<b>Recommended Subcontractor</b>				<b>\$0</b>					

SMP  
NON SMP



Swinerton (including scope)  
 Allowances  
 LBE/SLBE Subcontractor

### BID SUMMARY

07 90 00

07 90 00 Joint Sealers

Description	Qty	Unit Price	Total									
<b>Company name</b>				<b>Budget Est</b>								
<b>Base bid</b>				<b>\$0</b>								
1		Per plans, specs, bid documents		\$0								
2		LBE Documents		\$0								
3		PLA Documents		\$0								
4		Asbestos Survey Report		\$0								
5		Bid Clarification 1 - Bid Package		\$0								
6		Confirm schedule requirements in bid book		\$0								
7				\$0								
8	1	Joint sealers	ls	15,000.00	\$15,000	See allowance						
9				\$0								
10				\$0								
11				\$0								
12				\$0								
<b>Total Reviewed Bid</b>				<b>\$15,000</b>								
SMP Subtotal				\$15,000								
NON SMP Subtotal				\$0								
LBE Amount Breakouts				\$0								
SLBE Amount Breakouts				\$0								
DVBE Amount Breakouts				\$0								
Allowance joint sealer				\$0								
				\$15,000								
Alt LT	LBE Amount			\$0								
Alt LP	LBE Premium			\$0								
Alt ST	SLBE Amount			\$0								
Alt SP	SLBE Premium			\$0								
Alt DT	DVBE Amount			\$0								
Alt DP	DVBE Premium			\$0								
Alt 1	Roof replacement Buildings 1, 2, & 3 NonSMP			\$0								
Alt 2	Fascia repair/replacement Buildings 1, 2, & 3 NonSMP			\$0								
Alt 3	Alerton controls allowance NonSMP			\$0								
				\$0								
<b>Recommended Subcontractor</b>				<b>\$0</b>								

SMP  
NON SMP





### BID SUMMARY

- Swinerton flashing scope
- Allowances
- LBE/SLBE Subcontractor

07 95 00

07 95 00 Expansion Joints

Description	Qty	Unit Price	Total	Budget Est	Air Systems	Omni		
<b>Company name</b>								
<b>Base bid</b>						<b>\$73,086</b>		
1 Per plans, specs, bid documents			\$0		Included in Flashing	Yes		
2 LBE Documents			\$0			Yes		
3 PLA Documents			\$0			Yes		
4 Asbestos Survey Report			\$0			Yes		
5 Bid Clarification 1 - Bid Package			\$0			Yes		
6 Confirm schedule requirements in bid book			\$0			Yes		
7			\$0					
8 Replace existing rooftop expansion joint A2.4, A2.5 SN 2 11/A5.1	40 lf	150.00	\$6,000			Incl		
9 Expansion joints, associated flashing, fire blanket at roof, faascia, and soffits A2.4 SN 3 1, 4, 5, 9/A5.1	692 lf	200.00	\$138,400			Incl		
10			\$0					
11			\$0					
12			\$0					
13			\$0					
<b>Total Reviewed Bid</b>			<b>\$144,400</b>			<b>\$73,086</b>		
SMP Subtotal			\$144,400		\$0	\$73,086	\$0	\$0
NON SMP Subtotal			\$0		\$0	\$0	\$0	\$0
LBE Amount Breakouts			\$0					
SLBE Amount Breakouts			\$0					
DVBE Amount Breakouts			\$0					
Allowance Breakouts			\$0					
Alt LT LBE Amount			\$0					
Alt LP LBE Premium			\$0					
Alt ST SLBE Amount			\$0					
Alt SP SLBE Premium			\$0					
Alt DT DVBE Amount			\$0					
Alt DP DVBE Premium			\$0					
Alt 1 Roof replacement Buildings 1, 2, & 3 NonSMP			\$0					
Alt 2 Fascia repair/replacement Buildings 1, 2, & 3 NonSMP			\$0					
Alt 3 Alerton controls allowance NonSMP			\$0					

SMP  
NON SMP

<b>Recommended Subcontractor</b>	<b>Omni</b>	<b>\$73,086</b>
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**BID SUMMARY**

Sw... ssing scope  
 Allowances  
 LBE/SLBE Subcontractor

08 21 00

**08 21 00 Doors, Frames, Hardware**

Description		Qty	Unit Price	Total	SCS	RMR	Hartley		
<b>Company name</b>			<b>Budget Est</b>						
<b>Base bid</b>					<b>\$5,860</b>		<b>\$4,525</b>		
1	Per plans, specs, bid documents			\$0	Yes				
2	LBE Documents			\$0	Yes				
3	PLA Documents			\$0	Yes				
4	Asbestos Survey Report			\$0	Yes				
5	Bid Clarification 1 - Bid Package			\$0	Yes				
6	Confirm schedule requirements in bid book			\$0	Yes				
7				\$0					
8	New wood door, frame, and hardware A2.1, A2.2	3 ea	2,500.00	\$7,500	Incl				
9	Relocate existing door, frame, and hardware A2.1	1 ea	1,000.00	\$1,000	Incl				
10	Reset existing threshold 1/4" lower A2.1	1 ea	250.00	\$250	Incl				
11	Replace door hardware with deadbolt, push pulls, and kick plate A2.2	1 ea	1,000.00	\$1,000					
12				\$0				Not stand along, add gypboard difference	
13				\$0				\$38,816	
14				\$0					
<b>Total Reviewed Bid</b>				<b>\$9,750</b>	<b>\$6,860</b>	<b>No Bid</b>	<b>\$43,341</b>		
SMP Subtotal				\$9,750	\$6,860	\$0	\$43,341	\$0	\$0
NON SMP Subtotal				\$0	\$0	\$0	\$0	\$0	\$0
LBE Amount Breakouts				\$0					
SLBE Amount Breakouts				\$0					
DVBE Amount Breakouts				\$0					
Allowance Breakouts				\$0					
Alt LT	LBE Amount			\$0					
Alt LP	LBE Premium			\$0					
Alt ST	SLBE Amount			\$0					
Alt SP	SLBE Premium			\$0					
Alt DT	DVBE Amount			\$0					
Alt DP	DVBE Premium			\$0					
Alt 1	Roof replacement Buildings 1, 2, & 3 NonSMP			\$0					
Alt 2	Fascia repair/replacement Buildings 1, 2, & 3 NonSMP			\$0					
Alt 3	Alerton controls allowance NonSMP			\$0					
				\$0					
<b>Recommended Subcontractor</b>					<b>SCS</b>	<b>\$6,860</b>			

SMP  
 NONSMP



Swinerton Building scope  
Allowances  
LBE/SLBE Subcontractor

### BID SUMMARY

08 42 23

08 42 23 Skylights

Description		Qty	Unit Price	Total	Collier				
Company name		Budget Est							
<b>Base bid</b>					<b>\$184,730</b>				
1	Per plans, specs, bid documents			\$0					
2	LBE Documents			\$0					
3	PLA Documents			\$0					
4	Asbestos Survey Report			\$0					
5	Bid Clarification 1 - Bid Package			\$0					
6	Confirm schedule requirements in bid book			\$0					
7				\$0					
8	Insulated translucent fiberglass skylights Kalwall	2,254 sf	65.00	\$148,510	Incl				
9	Remove and reinstall skylights for new roofing at walkways	8 ea	2,000.00	\$16,000	\$14,250				
10				\$0					
11				\$0					
12	Remove and reinstall skylights for new roofing at walkways	Provide new in lieu of reuse -8 ea	2,000.00	(\$16,000)	No				
13	Insulated translucent fiberglass skylights Kalwall	New at walkways 722 sf	65.00	\$46,930	No				
14	Allowance to replace selective walkway skylights			\$0	Excluded				
15				\$0					
<b>Total Reviewed Bid</b>				<b>\$193,440</b>	<b>\$178,980</b>				
SMP Subtotal				\$193,440	\$178,980	\$0	\$0	\$0	\$0
NON SMP Subtotal				\$0	\$0	\$0	\$0	\$0	\$0
LBE Amount Breakouts				\$0					
SLBE Amount Breakouts				\$0					
DVBE Amount Breakouts				\$0					
Allowance Breakouts				\$0					
Alt LT	LBE Amount			\$0					
Alt LP	LBE Premium			\$0					
Alt ST	SLBE Amount			\$0					
Alt SP	SLBE Premium			\$0					
Alt DT	DVBE Amount			\$0					
Alt DP	DVBE Premium			\$0					
Alt 1	Roof replacement Buildings 1, 2, & 3 NonSMP			\$0	<b>\$50,400</b>				
Alt 2	Fascia repair/replacement Buildings 1, 2, & 3 NonSMP			\$0					
Alt 3	Alerton controls allowance NonSMP			\$0					
				\$0					
<b>Recommended Subcontractor</b>					<b>Collier</b>	<b>\$178,980</b>			

NONSMP

SMP  
NONSMP





Swinerton Building scope  
 Allowances  
 LBE/SLBE Subcontractor

### BID SUMMARY

08 80 00

08 80 00 Glass and Glazing

SMP  
NON SMP

Company name	Description	Qty	Unit Price	Total	Incl in Toilet Access.				
<b>Base bid</b>					<b>\$0</b>				
1	Per plans, specs, bid documents			\$0					
2	LBE Documents			\$0					
3	PLA Documents			\$0					
4	Asbestos Survey Report			\$0					
5	Bid Clarification 1 - Bid Package			\$0					
6	Confirm schedule requirements in bid book			\$0					
7				\$0					
8	Mirror 18"x36" A2.1, A2.2, A2.3	6 ea	250.00	\$1,500					
9				\$0					
10				\$0					
11				\$0					
12				\$0					
13				\$0					
14				\$0					
15				\$0					
<b>Total Reviewed Bid</b>				<b>\$1,500</b>	<b>\$0</b>				
	SMP Subtotal			\$1,500	\$0	\$0	\$0	\$0	\$0
	NON SMP Subtotal			\$0	\$0	\$0	\$0	\$0	\$0
	LBE Amount Breakouts			\$0					
	SLBE Amount Breakouts			\$0					
	DVBE Amount Breakouts			\$0					
	Allowance Breakouts			\$0					
	Alt LT LBE Amount			\$0					
	Alt LP LBE Premium			\$0					
	Alt ST SLBE Amount			\$0					
	Alt SP SLBE Premium			\$0					
	Alt DT DVBE Amount			\$0					
	Alt DP DVBE Premium			\$0					
	Alt 1 Roof replacement Buildings 1, 2, & 3 NonSMP			\$0					
	Alt 2 Fascia repair/replacement Buildings 1, 2, & 3 NonSMP			\$0					
	Alt 3 Alerton controls allowance NonSMP			\$0					
				\$0					
<b>Recommended Subcontractor</b>					<b>\$0</b>				



### BID SUMMARY

- Swinerton missing scope
- Allowances
- LBE/SLBE Subcontractor

09/21/16

09/21/16 Gypsum Board

Description	Qty	Unit Price	Total	Budget Est	King	Hartley	RMR
<b>Company name</b>							
<b>Base bid</b>					\$158,884	\$136,269	
1 Per plans, specs, bid documents			\$0		Yes	\$53,981	
2 LBE Documents			\$0		Yes	Yes	
3 PLA Documents			\$0		Yes	Yes	
4 Asbestos Survey Report			\$0		Yes	Yes	
5 Bid Clarification 1 - Bid Package			\$0		Yes	Yes	
6 Confirm schedule requirements in bid book			\$0		Yes	Yes	
7			\$0				
8 Exterior gypsum sheathing at expansion joint 6/A5.1	96 lf	25.00	\$2,400		Incl	Incl	
9 Gypsum board sheathing at skylight curb 1/A5.2	1,196 lf	65.00	\$77,740		Incl	Incl	
10 Framing and sheathing skylight infill including 6" C joists, metal studs, glass fiber cement board, gyboard soffit 2/A5.2 (note each skylight infill will need the detail 3 times)	252 sf	70.00	\$17,640		Incl	Incl	
11 Fireseal new structural penetrations at rated walls	ea	400.00	\$0				
12 Patch wall sheathing for seismic work	976 sf	4.00	\$3,904		\$4,000	\$4,000	
13			\$0				
14			\$0				
15 Overtime			\$0			\$7,450	
16			\$0				
17 Increase curb heights due to tapered roof insulation build up heights	1 ls	20,000.00	\$20,000		See allowance	Incl	
18 Framing and sheathing roof infill including structural studs, metal studs, glass fiber cement board, gyboard soffit A2.4 Key Note 15 and 2/A5.2	6 sf	70.00	\$420		Incl	Incl	
19 Gypsum board framing and sheathing at skylight curb 3/A5.2	320 lf	65.00	\$20,800		Incl	Incl	
20 Exterior gypsum sheathing at expansion joint 4/A5.1, S2.2	30 lf	25.00	\$750		Incl	Incl	
21			\$0				
22			\$0				
<b>Total Reviewed Bid</b>				<b>\$143,654</b>	<b>\$162,884</b>	<b>\$201,700</b>	
SMP Subtotal				\$143,654	\$162,884	\$201,700	\$0
NON SMP Subtotal				\$0	\$0	\$0	\$0
LBE Amount Breakouts				\$0			\$0
SLBE Amount Breakouts				\$0	\$162,884		
DVBE Amount Breakouts				\$0			
Allowance curb modifications				\$0	\$50,000		
Alt LT LBE Amount				\$0			
Alt LP LBE Premium				\$0			
Alt ST SLBE Amount				\$0			
Alt SP SLBE Premium				\$0			
Alt DT DVBE Amount				\$0			
Alt DP DVBE Premium				\$0			
Alt 1 Roof replacement Buildings 1, 2, & 3 NonSMP				\$0			
Alt 2 Fascia repair/replacement Buildings 1, 2, & 3 NonSMP				\$0			
Alt 3 Alerton controls allowance NonSMP				\$0			

SMP  
NON SMP

<b>Recommended Subcontractor</b>	<b>King \$162,884</b>
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Sw...ing scope  
 Allowances  
 LBE/SLBE Subcontractor

**BID SUMMARY**

09 22 00

Description		Qty	Unit Price	Total	09 22 00 Plaster		
Company name			Budget Est		Freas	Rick West	Davidson
Base bid					\$104,214	\$139,480	\$59,900
1	Per plans, specs, bid documents DSA			\$0			
2	LBE Documents			\$0			
3	PLA Documents			\$0			
4	Asbestos Survey Report			\$0			
5	Bid Clarification 1 - Bid Package			\$0			
6	Confirm schedule requirements in bid book			\$0			
7				\$0			
8	Patch plaster soffits at walkway to building seperations and trade access 2 & 3/S5.3, new soffit vents 1/A5.1 and sim	1,093 sf	45.00	\$49,185	Incl	Incl	\$22,000
9	Patch plaster soffits at walkway for roof drain replacements	128 sf	45.00	\$5,760	Incl	Incl	Incl
10	Patch plaster wall at demo scars, demo and new fixtures, wall infills, new walls, ceilings at new walls, etc. A2.1, A2.2	896 sf	45.00	\$31,320	\$38,000	\$30,000	\$30,000
11	Patch plaster wall opening for new blocking in existing wall A2.1, A2.2	192 sf	65.00	\$12,480	\$12,000	\$12,000	\$12,000
12	Patch walls at steel penetrations for seismic work Deleted at Collectors	sf	45.00	\$0			
13	Patch ceiling for seismic work Deleted at Collectors	sf	45.00	\$0			
14				\$0			
15				\$0			
16	Patch plaster soffits at walkway A3.1 Added/clarified new scope	265 sf	45.00	\$11,925	Incl	Incl	Incl
17	Patch plaster soffits at walkway A3.2 Non SMP Added/clarified new scope	80 sf	45.00	\$3,600	Incl	Incl	Incl
18	Patch plaster soffits at walkway A3.3 Added/clarified new scope	2,651 sf	45.00	\$119,295	Incl	Incl	Incl
19	Patch walls at steel penetrations for seismic work Added/clarified new scope	200 sf	45.00	\$9,000	\$8,000	\$6,000	\$10,000
20	Patch ceiling for seismic work Added/clarified new scope	93 sf	45.00	\$4,185	\$4,000	\$4,000	\$4,000
21				\$0			
22				\$0			
23				\$0			
<b>Total Reviewed Bid</b>				<b>\$246,750</b>	<b>\$159,214</b>	<b>\$194,480</b>	<b>\$139,900</b>
SMP	SMP Subtotal			\$246,750	\$159,214	\$194,480	\$139,900
NON SMP	NON SMP Subtotal			\$0	\$0	\$0	\$0
	LBE Amount Breakouts			\$0			
	SLBE Amount Breakouts			\$0			
	DVBE Amount Breakouts			\$0			\$139,900
	Allowance Breakouts			\$0			
	Alt LT LBE Amount			\$0			
	Alt LP LBE Premium			\$0			
	Alt ST SLBE Amount			\$0			
	Alt SP SLBE Premium			\$0			
	Alt DT DVBE Amount			\$0			
	Alt DP DVBE Premium			\$0			
	Alt 1 Roof replacement Buildings 1, 2, & 3 NonSMP			\$0			
	Alt 2 Fascia repair/replacement Buildings 1, 2, & 3 NonSMP			\$0			
	Alt 3 Alerton controls allowance NonSMP			\$0			
				\$0			
<b>Recommended Subcontractor</b>					<b>Davidson</b>	<b>\$139,900</b>	





### BID SUMMARY

- Swinerton missing scope
- Allowances
- LBE/SLBE Subcontractor

09 31 00

09 31 00 Tile

	Description	Qty	Unit Price	Total				
Company name			Budget Est		James Tile	Tileworks		
NONSMP	Base bid				\$12,140	\$7,390		
NONSMP	1 Per plans, specs, bid documents			\$0	Yes	Yes		
NONSMP	2 LBE Documents			\$0	Yes	Yes		
NONSMP	3 PLA Documents			\$0	Yes	Yes		
NONSMP	4 Asbestos Survey Report			\$0	Yes	Yes		
NONSMP	5 Bid Clarification 1 - Bid Package			\$0	Yes	Yes		
NONSMP	6 Confirm schedule requirements in bid book			\$0				
NONSMP	7			\$0				
NONSMP	8 Patch tile flooring at demo A2.1, A2.2	40 sf	65.00	\$2,600	Incl	Incl		
NONSMP	9 Patch tile wall at demo and new walls, restrooms, locker room, classroom corridors A2.1, A2.2, A2.3	460 sf	35.00	\$16,100	Incl	Incl		
NONSMP	10 Patch tile base at demo and new walls A2.1, A2.2, A2.3	51 lf	65.00	\$3,315	Incl	\$4,000		
NONSMP	11 Patch existing damaged and missing tile	1 al	5,000.00	\$5,000		See below		
NONSMP	12			\$0				
NONSMP	13 Patch tile flooring at demo A2.1, A2.2	-32 sf	65.00	(\$2,080)				
NONSMP	14 Patch tile flooring at demo A2.3	8 sf	65.00	\$520				
NONSMP	15			\$0				
NONSMP	16			\$0				
	<b>Total Reviewed Bid</b>			<b>\$25,455</b>	<b>\$12,140</b>	<b>\$11,390</b>		
SMP	SMP Subtotal			\$0	\$0	\$0	\$0	\$0
NONSMP	NON SMP Subtotal			\$25,455	\$12,140	\$11,390	\$0	\$0
	LBE Amount Breakouts			\$0				
	SLBE Amount Breakouts			\$0		\$11,390		
	DVBE Amount Breakouts			\$0				
	Allowance patch existing damaged and missing tile			\$0		\$5,000		
	Alt LT LBE Amount			\$0				
	Alt LP LBE Premium			\$0				
	Alt ST SLBE Amount			\$0				
	Alt SP SLBE Premium			\$0				
	Alt DT DVBE Amount			\$0				
	Alt DP DVBE Premium			\$0				
	Alt 1 Roof replacement Buildings 1, 2, & 3 NonSMP			\$0				
	Alt 2 Fascia repair/replacement Buildings 1, 2, & 3 NonSMP			\$0				
	Alt 3 Alerton controls allowance NonSMP			\$0				
				\$0				
	<b>Recommended Subcontractor</b>				<b>Tileworks</b>	<b>\$11,390</b>		



### BID SUMMARY

- Swinerton - Pricing scope
- Allowances
- LBE/SLBE Subcontractor

09 51 53

Description		Qty	Unit Price	Total	09 51 53 Acoustic Ceiling			
Company name			Budget Est		Acoustics By the Bay	SFI	CR Acoustics	
<b>Base bid</b>						\$3,634		
1	Per plans, specs, bid documents			\$0				
2	LBE Documents			\$0				
3	PLA Documents			\$0				
4	Asbestos Survey Report			\$0				
5	Bid Clarification 1 - Bid Package			\$0				
6	Confirm schedule requirements in bid book			\$0				
7				\$0				
8	Remove and reinstall acoustic panels at precast tee ceiling	Not anticipated	sf	\$0				
9	Patch adhered 1x1 acoustic wall tile	Deleted at Collectors	sf	4.00	\$0			
10	Unistrut P1000T with P2486 rod stiffener at 12" oc and every hanger rod exceeding 12" long Schedule #2/S2.7	Non SMP	18 ea	200.00	\$3,600			
11	Remove and reinstall 2x4 ceiling for trade access		384 sf	6.00	\$2,304	Incl		
12					\$0			
13	Unistrut P1000T with P2486 rod stiffener at 12" oc and every hanger rod exceeding 12" long Schedule #2/S2.7	Deleted	-18 ea	200.00	(\$3,600)			
14					\$0			
15					\$0			
16					\$0			
<b>Total Reviewed Bid</b>				<b>\$2,304</b>		<b>\$3,634</b>		
	SMP Subtotal			\$2,304	\$0	\$3,634	\$0	\$0
	NON SMP Subtotal			\$0	\$0	\$0	\$0	\$0
	LBE Amount Breakouts			\$0				
	SLBE Amount Breakouts			\$0				
	DVBE Amount Breakouts			\$0				
	Allowance Breakouts			\$0				
Alt LT	LBE Amount			\$0				
Alt LP	LBE Premium			\$0				
Alt ST	SLBE Amount			\$0				
Alt SP	SLBE Premium			\$0				
Alt DT	DVBE Amount			\$0				
Alt DP	DVBE Premium			\$0				
Alt 1	Roof replacement Buildings 1, 2, & 3 NonSMP			\$0				
Alt 2	Fascia repair/replacement Buildings 1, 2, & 3 NonSMP			\$0				
Alt 3	Alerton controls allowance NonSMP			\$0				
				\$0				
<b>Recommended Subcontractor</b>					SFI	\$3,634		

SMP  
NON SMP



**BID SUMMARY**

Sw... ssing scope  
 Allowances  
 LBE/SLBE Subcontractor

09 88 00

SMP  
 NONSMP

Description		Qty	Unit Price	Total	09 88 00 Resilient				
Company name	Budget Est			Anderson					
<b>Base bid</b>				<b>\$8,085</b>					
1	Per plans, specs, bid documents			\$0	Yes				
2	LBE Documents			\$0	Yes				
3	PLA Documents			\$0	Yes				
4	Asbestos Survey Report			\$0	Yes				
5	Bid Clarification 1 - Bid Package			\$0	Yes				
6	Confirm schedule requirements in bid book			\$0	Yes				
7				\$0					
8	Patch flooring at new column footings 2/S4.1	6 ea	500.00	\$3,000	Incl				
9	Patch flooring at removed drinking fountain pipe rail locations A2.1, A2.2	6 ea	500.00	\$3,000	Incl				
10	Patch/replace linoleum at relocated wall and cooridor A2.1	91 sf	15.00	\$1,365	Incl				
11	Patch/replace resilient base at relocated wall and cooridor A2.1	15 lf	15.00	\$225	Incl				
12				\$0					
13				\$0					
14				\$0					
15				\$0					
16				\$0					
17				\$0					
<b>Total Reviewed Bid</b>				<b>\$7,590</b>	<b>\$8,085</b>				
SMP Subtotal				\$7,590	\$8,085	\$0	\$0	\$0	\$0
NON SMP Subtotal				\$0	\$0	\$0	\$0	\$0	\$0
LBE Amount Breakouts				\$0	\$8,085				
SLBE Amount Breakouts				\$0					
DVBE Amount Breakouts				\$0					
Allowance Breakouts				\$0					
Alt LT	LBE Amount			\$0					
Alt LP	LBE Premium			\$0					
Alt ST	SLBE Amount			\$0					
Alt SP	SLBE Premium			\$0					
Alt DT	DVBE Amount			\$0					
Alt DP	DVBE Premium			\$0					
Alt 1	Roof replacement Buildings 1, 2, & 3 NonSMP			\$0					
Alt 2	Fascia repair/replacement Buildings 1, 2, & 3 NonSMP			\$0					
Alt 3	Alerton controls allowance NonSMP			\$0					
				\$0					
<b>Recommended Subcontractor</b>					<b>Anderson</b>	<b>\$8,085</b>			





### BID SUMMARY

Swi...ing scope  
Allowances  
LBE/SLBE Subcontractor

09 91 00

09 91 00 Painting

Company name	Description	Qty	Unit Price	Total	09 91 00 Painting				
					Budget Est	Cool	J&C Fuentes	Allart	Masterpiece
Base bid					\$177,000	\$139,835			\$167,800
1	Per plans, specs, bid documents			\$0	Yes	Yes			
2	LBE Documents			\$0	Yes	Yes			
3	PLA Documents			\$0	Yes	Yes			
4	Asbestos Survey Report			\$0	Yes	Yes			
5	Bid Clarification 1 - Bid Package			\$0	Yes	Yes			
6	Confirm schedule requirements in bid book			\$0	Yes	Yes			
7				\$0					
8	Paint new and existings walls at new and removed door openings, drinking fountains, outside restrooms to nearest corner A2.1	928 sf	2.00	\$1,856		Incl			
9	Paint restroom and shower walls epoxy A2.1, A2.2, A2.3	1,246 sf	2.50	\$3,115		Incl			
10	Paint ceilings to nearest corner A2.1, A2.2	405 sf	2.00	\$810		Incl			
11	Patch epoxy flooring A2.2	18 sf	100.00	\$1,800		Incl			
12	Paint exterior walls selective at ledger removal, corner to corner	6,920 sf	1.50	\$10,380		Incl			
13	Paint exterior plaster walkway soffits A2.4, A2.5 SN 10	12,413 sf	1.50	\$18,620		Incl			
14	Paint exterior plaster walkway fascias A2.4, A2.5 SN 10	788 lf	10.00	\$7,880		Incl			
15	Remedy non-compliant slopes at ramps paint existing modified handrails, A1.0 Sheet Note 1d	lf	15.00	\$0					
16	Remedy non-compliant slopes at ramps paint existing wall at handrail side, A1.0 Sheet Note 1d	sf	1.50	\$0					
17	Paint trim boards at soffits and for expansion joints 1, 4, 5, 6, 9/A5.1	1,326 lf	5.00	\$6,630		Incl			
18	Paint fascia and trim boards A2.4, A2.5 KN 9 and 3/A5.1	2,005 lf	10.00	\$20,050		Incl			
19	Paint new downspouts A2.4, A2.5 KN 9, 10	60 ea	250.00	\$15,000		Incl			
20	Paint steel columns A2.4, A2.5 KN 10	32 ea	250.00	\$8,000		Incl			
21	Paint skylight curbs and closures A3.1 KN 1, 2 and 1, 2/A5.2	53 ea	250.00	\$13,250		Incl			
22	Paint steel beams and all exposed metal fasteners to match color of existing painted structure, A3.1, A3.3 KN 3	lf	25.00	\$0					
23	Paint interior wall at patching for seismic work	sf	2.00	\$0					
24	Paint interior ceiling at patching for seismic work	sf	2.00	\$0					
25	Paint exterior wall at exposed fiberwrap (1' high band at top of wall only)	2,428 sf	5.00	\$12,140		Incl			
26	Paint touch up and repair walls where finish is damaged by work A2.4, A2.5 KN 9, 10	1 ls	10,000.00	\$10,000		See allowance			
27				\$0					
28				\$0					
29	Remedy non-compliant slopes at ramps paint existing modified handrails, A1.0 Sheet Note 1d	140 lf	15.00	\$2,100		Incl			
30	Remedy non-compliant slopes at ramps paint existing wall at handrail side, A1.0 Sheet Note 1d	630 sf	1.50	\$945		Incl			
31	Paint steel beams and all exposed metal fasteners to match color of existing painted structure, A3.1, A3.3 Key Note 3	215 lf	25.00	\$5,375		Incl			
32	Paint interior wall at patching for seismic work	3,994 sf	2.00	\$7,988		See allowance			
33	Paint interior ceiling at patching for seismic work	490 sf	2.00	\$980		Incl			
34				\$0					
35				\$0					
<b>Total Reviewed Bid</b>				<b>\$146,919</b>	<b>\$177,000</b>	<b>\$139,835</b>	<b>No Bid</b>	<b>No Bid</b>	<b>\$167,800</b>
SMP Subtotal				\$146,919	\$177,000	\$139,835	\$0	\$0	\$167,800
NON SMP Subtotal				\$0	\$0	\$0	\$0	\$0	\$0
LBE Amount Breakouts				\$0					

SMP  
NON SMP



### BID SUMMARY

- Swinerton missing scope
- Allowances
- LBE/SLBE Subcontractor

	SLBE Amount Breakouts			\$0			
	DVBE Amount Breakouts			\$0			
	Allowance paint touch up and repair walls where finish is damaged by work A2.4, A2.5 KN 9, 10			\$0		\$10,000	
	Allowance paint interior wall at patching for seismic work			\$0		\$8,000	
	Allowance subtotal			\$0		\$18,000	
Alt LT	LBE Amount			\$0			
Alt LP	LBE Premium			\$0			
Alt ST	SLBE Amount			\$0		\$177,000	
Alt SP	SLBE Premium			\$0		\$37,165	
Alt ET	DVBE Amount			\$0			
Alt CP	DVBE Premium			\$0			
Alt 1	Roof replacement Buildings 1, 2, & 3 NonSMP			\$0		\$19,280	
Alt 2	Fascia repair/replacement Buildings 1, 2, & 3 NonSMP			\$0			
Alt 3	Alerton controls allowance NonSMP			\$0			
				\$0			
<b>Recommended Subcontractor</b>					<b>J&amp;C Fuentes</b>	<b>\$139,835</b>	



### BID SUMMARY

Sw... ssing scope  
Allowances  
LBE/SLBE Subcontractor

10 21 13

**10 21 13 Toilet Accessories**

Company name	Description	Qty	Unit Price	Budget Est	Total	Einbit	Sevice Metal Products			
<b>Base bid</b>										
1	Per plans, specs, bid documents				\$0					
2	LBE Documents				\$0					
3	PLA Documents				\$0					
4	Asbestos Survey Report				\$0					
5	Bid Clarification 1 - Bid Package				\$0					
6	Confirm schedule requirements in bid book				\$0					
7					\$0					
	Toilet partitions remove/rework/replace existing as required in lieu of trimming A2.2, A2.3	5 ea	1,000.00		\$5,000	\$4,092	\$4,140			
	New grab bars A2.1	2 ea	150.00		\$300	\$4,340	\$2,660			
	New soap dispenser A2.2	2 ea	150.00		\$300					
	Remove and relocate toilet paper dispenser A2.1, A2.2	4 ea	150.00		\$600					
	Remove and relocate grab bars A2.1	2 ea	150.00		\$300					
	Remove and relocate soap dispensers A2.1	1 ea	150.00		\$150					
	New paper towel dispenser with waste can A2.1, A2.2, A2.3	5 ea	250.00		\$1,250					
8	Remove and relocate existing drinking fountain pipe rail barrier A2.1	8 ea	375.00		\$3,000	\$3,000	\$3,000			
9					\$0					
10					\$0					
11	Remove and reinstall lockers as required to install new columns A1.0 Allowance Sheet Note 5	5 ea	1,500.00		\$7,500	\$3,750	\$3,750			
12	Salvaged changed to new grab bars A2.1	2 ea	0.00		\$0					
13	Salvaged changed to new soap dispensers A2.1	1 ea	0.00		\$0					
14	Salvaged changed to new toilet paper dispensers A2.1, A2.2	3 ea	0.00		\$0					
15					\$0					
16	Mirror 18"x36" A2.1, A2.2, A2.3				\$0			Incl		
17					\$0					
<b>Total Reviewed Bid</b>					<b>\$18,400</b>	<b>\$15,182</b>	<b>\$13,550</b>			
SMP Subtotal					\$18,400	\$15,182	\$13,550	\$0	\$0	\$0
NON SMP Subtotal					\$0	\$0	\$0	\$0	\$0	\$0
LBE Amount Breakouts					\$0		\$13,550			
SLBE Amount Breakouts					\$0					
DVBE Amount Breakouts					\$0					
Allowance Breakouts					\$0					
Alt LT	LBE Amount				\$0					
Alt LP	LBE Premium				\$0					
Alt ST	SLBE Amount				\$0					
Alt SP	SLBE Premium				\$0					
Alt DT	DVBE Amount				\$0					
Alt DP	DVBE Premium				\$0					
Alt 1	Roof replacement Buildings 1, 2, & 3 NonSMP				\$0					
Alt 2	Fascia repair/replacement Buildings 1, 2, & 3 NonSMP				\$0					
Alt 3	Alerton controls allowance NonSMP				\$0					
					\$0					

SMP  
NON SMP

<b>Recommended Subcontractor</b>	<b>Sevice Metal Products</b>	<b>\$13,550</b>
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**BID SUMMARY**

- Swinerton missing scope
- Allowances
- LBE/SLBE Subcontractor

10 41 00

SMP  
 NONSMP

Description		Qty	Unit Price	Total	10 41 00 Signage	
Company name	Budget Est			Thomas Swan	Golden Gate Signs	
Base bid				\$4,232	\$4,893	
1 Per plans, specs, bid documents				\$0		
2 LBE Documents				\$0		
3 PLA Documents				\$0		
4 Asbestos Survey Report				\$0		
5 Bid Clarification 1 - Bid Package				\$0		
6 Confirm schedule requirements in bid book				\$0		
7				\$0		
8 Accessible parking signage, post and footing 8/A5.4	2 ea	1,400.00	\$2,800	Incl	Incl	
9 ADA restroom signage 1/A5.4	8 ea	250.00	\$2,000	Incl	Incl	
10			\$0			
11 ADA parking striping	Added/clarified new scope 3 ea	350.00	\$1,050	\$1,050	Incl	
12			\$0			
<b>Total Reviewed Bid</b>			<b>\$5,850</b>	<b>\$5,282</b>	<b>\$4,893</b>	
SMP Subtotal			\$5,850	\$5,282	\$4,893	\$0
NON SMP Subtotal			\$0	\$0	\$0	\$0
LBE Amount Breakouts			\$0		\$4,893	
SLBE Amount Breakouts			\$0			
DVBE Amount Breakouts			\$0			
Allowance Breakouts			\$0			
Alt LT LBE Amount			\$0			
Alt LP LBE Premium			\$0			
Alt ST SLBE Amount			\$0			
Alt SP SLBE Premium			\$0			
Alt DT DVBE Amount			\$0			
Alt DP DVBE Premium			\$0			
Alt 1 Roof replacement Buildings 1, 2, & 3 NonSMP			\$0			
Alt 2 Fascia repair/replacement Buildings 1, 2, & 3 NonSMP			\$0			
Alt 3 Alerton controls allowance NonSMP			\$0			
			\$0			
<b>Recommended Subcontractor</b>				<b>Golden Gate Signs</b>	<b>\$4,893</b>	



Swinerton missing scope  
 Allowances  
 LBE/SLBE Subcontractor

### BID SUMMARY

14 40 00

SMP  
NON SMP

				14 40 00	Lifts			
Description		Qty	Unit Price	Total	McKinley	DW Nicholson	Vintage Elevator	
Company name		Budget Est			McKinley	DW Nicholson	Vintage Elevator	
<b>Base bid</b>					\$0			
1	Per plans, specs, bid documents			\$0				
2	LBE Documents			\$0				
3	PLA Documents			\$0				
4	Asbestos Survey Report			\$0				
5	Bid Clarification 1 - Bid Package			\$0				
6	Confirm schedule requirements in bid book			\$0				
7				\$0				
8	Test and adjust existing whell chair lifts ant the multiuse building stage and girls gym entry	2 ea	1,500.00	\$3,000	See allowance			
9				\$0				
10				\$0				
11				\$0				
12				\$0				
<b>Total Reviewed Bid</b>				<b>\$3,000</b>	<b>\$0</b>	<b>No Bid</b>	<b>No Bid</b>	
SMP Subtotal				\$3,000	\$0	\$0	\$0	\$0
NON SMP Subtotal				\$0	\$0	\$0	\$0	\$0
LBE Amount Breakouts				\$0				
SLBE Amount Breakouts				\$0				
DVBE Amount Breakouts				\$0				
Allowance test and adjust existing whell chair lifts ant the multiuse building stage and girls gym entry				\$0	\$4,200			
Alt LT	LBE Amount			\$0				
Alt LP	LBE Premium			\$0				
Alt ST	SLBE Amount			\$0				
Alt SP	SLBE Premium			\$0				
Alt DT	DVBE Amount			\$0				
Alt DP	DVBE Premium			\$0				
Alt 1	Roof replacement Buildings 1, 2, & 3 NonSMP			\$0				
Alt 2	Fascia repair/replacement Buildings 1, 2, & 3 NonSMP			\$0				
Alt 3	Alerton controls allowance NonSMP			\$0				
				\$0				
<b>Recommended Subcontractor</b>					McKinley	\$0		



### BID SUMMARY

- Sw... ssing scope
- Allowances
- LBE/SLBE Subcontractor

22 00 00

Description		Qty	Unit Price	Total	22 00 00 Plumbing			
Company name			Budget Est		Amores	C. Rogers	Westates	Breadway
<b>Base bid</b>					\$259,783		\$327,000	\$249,900
1	Per plans, specs, bid documents			\$0				Yes
2	LBE Documents			\$0				Yes
3	PLA Documents			\$0				Yes
4	Asbestos Survey Report			\$0				Yes
5	Bid Clarification 1 - Bid Package			\$0				Yes
6	Confirm schedule requirements in bid book			\$0				Yes
7				\$0				
8	Include slab sawcutting, breakout, chipping out additional 3" width to expose rebar, and haul off 3/S1.1 and similar	9 lf	300.00	\$2,700				Incl
9	Demo and provide new drinking fountain replacement A2.1, A2.2, A2.3, P2.1, P2.2, P2.3	4 ea	4,000.00	\$16,000				Incl
10	Demo urinal A2.1, A2.2, A2.3, P2.1, P2.2, P2.3	3 ea	1,000.00	\$3,000				Incl
11	Remove and relocate urinal A2.2, A2.3, P2.1, P2.2, P2.3	6 ea	2,500.00	\$15,000				Incl
12	Demo lavatory A2.2, A2.3, P2.1, P2.2, P2.3	2 ea	1,000.00	\$2,000				Incl
13	Remove and relocate lavatory A2.1, A2.2, P2.1, P2.2, P2.3	3 ea	4,500.00	\$13,500				Incl
14	Remove and relocate hose bib A2.2	1 ea	2,000.00	\$2,000				Incl
15	Remove and reinstall plumbing vent caps for roofing	1 ls	12,000.00	\$12,000				Incl
16	Temporary support for new roofing and new supports as required after new roofing at walkways A2.4, A2.5 GN 4	1 ls	10,000.00	\$10,000				Incl
17	Remove and replace/reinstall all existing piping, hot water, gas etc. at building 4, 5, and 6 roofs for new seismic scope	1 ls	10,000.00	\$10,000				Incl
18	Replace roof drain at walkway roofs including connection to downspout A2.4, A2.5 SN 12, P2.4 SN 5	8 ea	2,000.00	\$16,000				Incl
19	Test that existing underground drain lines are clear. Flush or route out if blocked. A2.5 KN 8	15 ea	500.00	\$7,500				Incl
20	Remove and reconnect gas to packaged air conditioning unit M2.4, M2.5	3 ea	500.00	\$1,500				Incl
21	Condensate Piping	20 lf	40.00	\$800				Incl
22	P0.1 General Notes A.3. raise, lower, remove, relocate or replace with new and reconnect to existing all piping as required to maintain existing areas in operation during construction Deleted, See Alternate	al	15,000.00	\$0				
23	Reroute gas line conflict with seismic work Deleted at Collectors	ea	3,000.00	\$0				
24	Earthquake valve and piping modifications	1 ea	7,500.00	\$7,500				Incl
25	Demo drain sumps and install welded pipe downspouts P2.4, P2.5 SN 1	10 ea	1,000.00	\$10,000				Incl
26	Siesmic joint on piping P2.4, P2.5 SN 2	16 ea	2,000.00	\$32,000				Incl
27	Siesmic joint on gas piping not shown	2 ea	2,000.00	\$4,000				Incl
28	Demo, cap, and replace gas lines P2.4, P2.5 SN 3	802 lf	130.00	\$104,260				Incl
29				\$0				
30				\$0				
31				\$0				
32	Demo drain sumps and install welded pipe downspouts A1.3, A1.4 Key Note 6 Added/clarified new scope	7 ea	1,000.00	\$7,000				Incl
33	Provide new lavatory in lieu of relocate A2.1 Added/clarified new scope	1 ea	500.00	\$500				Incl
34	Test that existing underground drain lines are clear. Flush or route out if blocked. A2.4 Key Note 8 Added/clarified new scope	19 ea	500.00	\$9,500	\$12,500		\$12,500	See allowance
35	Reroute gas line conflict with seismic work Added/clarified new scope	1 ea	3,000.00	\$3,000				Incl
36	Provide new fixtures if (e) are damaged, cracked, or unusable P0.1 Added/clarified new scope	11 ea		\$0	\$30,000		\$30,000	See allowance
37				\$0				
38				\$0				
39				\$0				
40				\$0				
<b>Total Reviewed Bid</b>				\$289,760	\$302,283		\$369,500	\$249,900





### BID SUMMARY

Sw... ssing scope  
 Allowances  
 LBE/SLBE Subcontractor

SMP  
 NONSMP

	SMP Subtotal			\$289,760	\$302,283	\$0	\$369,500	\$249,900	\$0
	NON SMP Subtotal			\$0	\$0	\$0	\$0	\$0	\$0
	LBE Amount Breakouts			\$0				\$249,900	
	SLBE Amount Breakouts			\$0					
	DVBE Amount Breakouts			\$0					
	Allowance test that existing underground drain lines are clear. Flush or route out if blocked. A2.4 Key Note 8			\$0				\$12,500	
	Allowance provide new fixtures if (e) are damaged, cracked, or unusable P0.1			\$0				\$30,000	
	Allowance subtotal			\$0				\$42,500	
Alt LT	LBE Amount			\$0					
Alt LP	LBE Premium			\$0					
Alt ST	SLBE Amount			\$0					
Alt SP	SLBE Premium			\$0					
Alt DT	DVBE Amount			\$0					
Alt DP	DVBE Premium			\$0					
Alt 1	Roof replacement Buildings 1, 2, & 3 NonSMP			\$0	\$51,360			\$50,000	
Alt 2	Fascia repair/replacement Buildings 1, 2, & 3 NonSMP			\$0					
Alt 3	Alerton controls allowance NonSMP			\$0					
				\$0					
<b>Recommended Subcontractor</b>				<b>Broadway</b>		<b>\$249,900</b>			



Sw... ssing scope  
 Allowances  
 LBE/SLBE Subcontractor

### BID SUMMARY

23 00 00

**23 00 00 HVAC**

Company name		Description	Qty	Unit Price	Total	Matrix	Westates	Broadway		
Base bid							\$227,300	\$98,200		
1		Per plans, specs, bid documents			\$0		Yes	Yes		
2		LBE Documents			\$0		Yes	Yes		
3		PLA Documents			\$0		Yes	Yes		
4		Asbestos Survey Report			\$0		Yes	Yes		
5		Bid Clarification 1 - Bid Package			\$0		Yes	Yes		
6		Confirm schedule requirements in bid book			\$0		Yes	Yes		
7					\$0					
8		Allowance new bracking for all (e) ceiling mounted mechanical units greater than 20 lbs including those not shown on the plans 1/S2.8	10 ea	1,600.00	\$16,000					Incl
9		Scanning to avoid existing reinforcing	20 ea	100.00	\$2,000					Incl
10		Remove and replace existing exhaust fans including ductwork connection, new curb, new backdraft damper, and controls as required M2.4, M2.5	18 ea	3,750.00	\$67,500					Incl
11		Remove, store, and reinstall existing exhaust fan including ductwork connection, new curb, and controls as required M2.4, M2.5	1 ea	2,300.00	\$2,300					Incl
12		Remove, store, and reinstall existing packaged air conditioning unit including ductwork connection, pad flashing, and controls as required M2.4, M2.5	3 ea	5,200.00	\$15,600					Incl
13		Remove, store, and reinstall existing OA for unit heaters including ductwork connection, new curb M2.4, M2.5	5 ea	2,150.00	\$10,750					Incl
14		Remove, store, and reinstall existing vent, flues M2.4, M2.5	4 ea	1,400.00	\$5,600					Incl
15		Remove and cap existing grease fan M2.4, M2.5	1 ea	1,750.00	\$1,750					Incl
16		HVAC expansion joints at building seperation	Not anticipated ea		\$0					
17		M0.1 General Notes A.3. raise, lower, remove, relocate or replace with new and reconnect to existing all piping and ductwork as required to maintain existing areas in operation during construction	Deleted, See Alternate al	20,000.00	\$0					
18		Reroute piping line conflict with seismic work not shown	Deleted at Collectors ea	2,000.00	\$0					
19		Survey and check out operation of existing prior to removal	1 ls	4,000.00	\$4,000					Incl
20					\$0					
21					\$0					
22					\$0					
23		Demo HVAC unit no longer in use A1.3, A1.4 Key Note 11	Added/clarified new scope 1 ea	750.00	\$750					Incl
24		Reroute piping line conflict with seismic work not shown	Added/clarified new scope 4 ea	2,000.00	\$8,000					Incl
25		Allowance new bracking for all (e) ceiling mounted mechanical units greater than 20 lbs including those not shown on the plans 1/S2.8	Revised -8 ea	1,600.00	(\$12,800)					Incl
26		M4.1 include rooftop equipment supports, curbs, and flashing complete	Added/clarified new scope		\$0					
27					\$0					
28		Storage of HVAC Units			\$0					\$3,000
29					\$0					
<b>Total Reviewed Bid</b>					<b>\$121,450</b>		<b>\$227,300</b>	<b>\$101,200</b>		
SMP Subtotal					\$121,450	\$0	\$227,300	\$101,200	\$0	\$0
NON SMP Subtotal					\$0	\$0	\$0	\$0	\$0	\$0
LBE Amount Breakouts					\$0					
SLBE Amount Breakouts					\$0					
DVBE Amount Breakouts					\$0					
Allowance Breakouts					\$0					
Alt LT LBE Amount					\$0					
Alt LP LBE Premium					\$0					
Alt ST SLBE Amount					\$0					

SMP  
NON SMP



### BID SUMMARY

- Swinerton - missing scope
- Allowances
- LBE/SLBE Subcontractor

Alt SP	SLBE Premium				\$0				
Alt DT	DVBE Amount				\$0				
Alt DP	DVBE Premium				\$0				
Alt 1	Roof replacement Buildings 1, 2, & 3 NonSMP				\$0			\$12,000	
Alt 2	Fascia repair/replacement Buildings 1, 2, & 3 NonSMP				\$0				
Alt 3	Alerton controls allowance NonSMP - design and construction				\$0			\$110,000	
					\$0				

<b>Recommended Subcontractor</b>					<b>Broadway</b>	<b>\$101,200</b>			
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Swinerton Missing scope  
Allowances  
LBE/SLBE Subcontractor

### BID SUMMARY

26 00 00

Description		Qty	Unit Price	Total	26 00 00 Electrical	
Company name			Budget Est		Contra Costa	Cupertino
Base bid					\$256,000	\$517,956
1	Per plans, specs, bid documents			\$0		
2	LBE Documents			\$0		
3	PLA Documents			\$0		
4	Asbestos Survey Report			\$0		
5	Bid Clarification 1 - Bid Package			\$0		
6	Confirm schedule requirements in bid book			\$0		
7				\$0		
8	Relocate fire alarm A2.1	1 ea	2,000.00	\$2,000	\$2,000	
9	Temporary support for new roofing and new supports as required after new roofing at walkways A2.4, A2.5 GN 4, T Drawings	2,875 lf	10.00	\$28,750	incl	
10	Install seismic joints on conduits, remove wiring/cabing back to source, reinstall wiring/cabing and test T2.4 SN 2 & 3, T2.4.1 SN 1, T2.5 SN 1 & 3, T2.5.1 SN 1 & 2	40 ea	3,800.00	\$152,000	incl	
11	Remove and replace/reinstall all existing conduit, electrical, telcom, security, etc. at building 4, 5, and 6 roofs for new seismic scope	2,500 lf	45.00	\$112,500	incl	
12	Remove, salvage, and relocate existing light fixtures A3.1, A3.3 KN 4 Deleted at Collectors	ea	1,000.00	\$0	na	
13	Remove and reinstall lighting attached to fascia	9 ea	750.00	\$6,750	\$7,000	
14	Remove, modify, relocate, reinstall lighting as required for trade access not shown Deleted, See Alternate	al	10,000.00	\$0	na	
15	Remove, modify, relocate, reinstall conduits and wiring as required for trade access not shown Deleted, See Alternate	al	25,000.00	\$0	na	
16	Electrical expansion joints at building seperation not shown	1 al	10,000.00	\$10,000	See allowance	
17	Relocate lighting conflict with seismic work not shown Deleted at Collectors	ea	1,000.00	\$0	na	
18	Reroute electrical conduit conflict with seismic work not shown Deleted at Collectors	ea	1,500.00	\$0	na	
19	Reroute electrical wiremold conflict with seismic work not shown Deleted at Collectors	ea	3,000.00	\$0	na	
20	Relocate fire alarm conflict with seismic work not shown Deleted at Collectors	ea	2,000.00	\$0	na	
21	Disconnect, remove conduit, reconnect power to existing exhaust fans M2.4, M2.5	19 ea	1,100.00	\$20,900	\$21,000	
22	Disconnect, remove conduit, and reconnect existing packaged air conditioning unit M2.4, M2.5	3 ea	2,000.00	\$6,000	\$6,000	
23	Disconnect and demo electrical to existing grease fan M2.4, M2.5	1 ea	750.00	\$750	\$1,000	
24	Replace embedded conduit in topping slab	3,000 lf	45.00	\$135,000	See allowance	
25	Temporary construction electrical	50,387 sf	0.40	\$20,155	\$15,000	
26				\$0		
27				\$0		
28	Remove and reinstall lighting attached to fascia A1.3, A1.4 Key Note 1 (New note but included in quantity above) Added/clarified new scope	1 ea	750.00	\$750	\$1,000	
29	Remove and reinstall lighting and conduit attached to plaster soffits A3.3 Added/clarified new scope	2,651 sf	5.00	\$13,255	\$14,000	
30	Remove, salvage, and relocate existing light fixtures A3.1, A3.3 Key Note 4 Added/clarified new scope	4 ea	1,000.00	\$4,000	\$4,600	
31	Relocate lighting conflict with seismic work not shown Added/clarified new scope	1 ea	1,000.00	\$1,000	\$1,000	
32	Reroute electrical conduit conflict with seismic work not shown Added/clarified new scope	4 ea	1,500.00	\$6,000	\$6,000	
33	Reroute electrical wiremold conflict with seismic work not shown Added/clarified new scope	1 ea	3,000.00	\$3,000	\$3,000	
34	Relocate fire alarm conflict with seismic work not shown Added/clarified new scope	1 ea	2,000.00	\$2,000	\$2,000	



### BID SUMMARY

Sw... missing scope  
Allowances  
LBE/SLBE Subcontractor

35	T0.1 Notes 61 to 63 Site survey and submit drawings for existing conditions and new seismic joints	Added/clarified new scope	1 ls	10,000.00	\$10,000	\$10,000				
36					\$0					
37					\$0					
38					\$0					
39					\$0					
<b>Total Reviewed Bid</b>					<b>\$534,810</b>	<b>\$349,000</b>	<b>\$517,956</b>			
SMP Subtotal					\$534,810	\$349,000	\$517,956	\$0	\$0	\$0
NON SMP Subtotal					\$0	\$0	\$0	\$0	\$0	\$0
LBE Amount Breakouts					\$0	\$349,000				
SLBE Amount Breakouts					\$0					
DVBE Amount Breakouts					\$0					
Allowance electrical expansion joints at building seperation not shown					\$0	\$10,000				
Allowance replace embedded conduit in topping slab					\$0	\$135,000				
Allowance subtotal					\$0	\$145,000				
Alt LT	LBE Amount				\$0					
Alt LP	LBE Premium				\$0					
Alt ST	SLBE Amount				\$0					
Alt SP	SLBE Premium				\$0					
Alt DT	DVBE Amount				\$0					
Alt DP	DVBE Premium				\$0					
Alt 1	Roof replacement Buildings 1, 2, & 3 NonSMP				\$0	\$53,900				
Alt 2	Fascia repair/replacement Buildings 1, 2, & 3 NonSMP				\$0					
Alt 3	Alerton controls allowance NonSMP				\$0					
					\$0					

SMP  
NON SMP

<b>Recommended Subcontractor</b>	<b>Contra Costa</b>	<b>\$349,000</b>
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26 70 00

**26 70 00 Fire Alarm**

Description	Qty	Unit Price	Total	Alpha/Various				
<b>Company name</b>		<b>Budget Est</b>						
Base bid				\$712,239				
1 Per plans, specs, bid documents			\$0					
2 LBE Documents			\$0					
3 PLA Documents			\$0					
4 Asbestos Survey Report			\$0					
5 Bid Clarification 1 - Bid Package			\$0					
6 Confirm schedule requirements in bid book			\$0					
7			\$0					
8			\$0					
<b>Total Reviewed Bid</b>				<b>\$0</b>	<b>\$712,239</b>			
SMP Subtotal				\$0	\$712,239	\$0	\$0	\$0
NON SMP Subtotal				\$0	\$0	\$0	\$0	\$0
LBE Amount Breakouts				\$0	\$29,850			
SLBE Amount Breakouts				\$0	\$506,042			
DVBE Amount Breakouts				\$0				
Allowances in fire alarm				\$0	\$75,000			
Alt LT	LBE Amount			\$0				
Alt LP	LBE Premium			\$0				
Alt ST	SLBE Amount			\$0				
Alt SP	SLBE Premium			\$0				
Alt DT	DVBE Amount			\$0				
Alt DP	DVBE Premium			\$0				
Alt 1	Roof replacement Buildings 1, 2, & 3 NonSMP			\$0				
Alt 2	Fascia repair/replacement Buildings 1, 2, & 3 NonSMP			\$0				
Alt 3	Alerton controls allowance NonSMP			\$0				
				\$0				

SMP  
NON SMP

<b>Recommended Subcontractor</b>	<b>Alpha/Various</b>	<b>\$712,239</b>
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SWINERTON  
BUILDERS



Swi... ssing scope  
Allowances  
LBE/SLBE Subcontractor

OUSD King Estates Middle School Seismic Rehabilitation  
8251 Fontaine Street  
Oakland, CA

## BID SUMMARY





### BID SUMMARY

Sw... missing scope  
 Allowances  
 LBE/SLBE Subcontractor

99 00 00

99 00 00 Miscellaneous

Company name		Description	Qty	Unit Price	Total					
				Budget Est						
<b>Base bid</b>										
1		Allowance for existing equipment anchorage S.01 G	1 al	20,000.00	\$20,000	See allowance				
2		Allowance for modifying basketball backboard equipment at seismic work Deleted at Collectors	al	2,000.00	\$0	\$0				
3		Exterior scaffolding stair tower to access roofs	3 ea	5,000.00	\$15,000	\$15,000				
4		Miscellaneous scaffolding for trade access	1 ls	10,000.00	\$10,000	\$10,000				
5		Safety barrier at roof edges and skylight openings	4,197 lf	25.00	\$104,925	Moved to GCs				
6		Overtime allowance Allowance	1 al	175,000.00	\$175,000	See allowance				
7		Protect interior floors	37,974 sf	1.00	\$37,974	See allowance				
8		Temporary enclosure for weather if required Alternate	sf	0.75	\$0	See allowance				
9		General temporary protection and cleanup	1 ls	59,600.00	\$59,600	Moved to GCs				
10		Debris boxes	12 ea	650.00	\$7,800	Moved to GCs				
11		Final cleaning	50,387 sf	0.25	\$12,597	Moved to GCs				
12		Temporary barricade/partitions (not anticipated) Excluded	lf		\$0	\$0				
13		Security services	1 al	60,000.00	\$60,000	See allowance				
14					\$0	\$0				
15		Patch terrazzo flooring 4/A2.2 Added/clarified new scope	32 sf	125.00	\$4,000	\$4,000				
16		Allowance for modifying basketball backboard equipment at seismic work Added/clarified new scope	1 al	1,000.00	\$1,000	See allowance				
17					\$0					
18					\$0					
19					\$0					
20					\$0					
21					\$0					
<b>Total Reviewed Bid</b>					<b>\$507,896</b>	<b>\$29,000</b>				
SMP Subtotal					\$507,896	\$29,000	\$0	\$0	\$0	\$0
NON SMP Subtotal					\$0	\$0	\$0	\$0	\$0	\$0
LBE Amount Breakouts					\$0					
SLBE Amount Breakouts					\$0					
DVBE Amount Breakouts					\$0					
Allowance for existing equipment anchorage S.01 G					\$0	\$20,000				
Allowance overtime					\$0	\$175,000				
Allowance protect interior floors					\$0	\$37,974				
Allowance temporary enclosure for weather if required					\$0	\$38,000				
Allowance security services					\$0	\$60,000				
Allowance for modifying basketball backboard equipment at seismic work					\$0	\$1,000				
Allowance Breakouts					\$0	\$331,974				
Alt LT LBE Amount					\$0					
Alt LP LBE Premium					\$0					
Alt ST SLBE Amount					\$0					
Alt SP SLBE Premium					\$0					
Alt DT DVBE Amount					\$0					
Alt DP DVBE Premium					\$0					
Alt 1 Roof replacement Buildings 1, 2, & 3 NonSMP					\$0					
Alt 2 Fascia repair/replacement Buildings 1, 2, & 3 NonSMP					\$0					
Alt 3 Alerton controls allowance NonSMP					\$0					
					\$0					
					\$0					
<b>Recommended Subcontractor</b>					<b>Swinerton</b>	<b>\$29,000</b>				

SMP  
NON SMP

**GENERAL CONDITIONS - Tenant Work**

Project Name: Kings Estates  
 Location: 8251 Fontaine Street, Oakland  
 Square Feet:



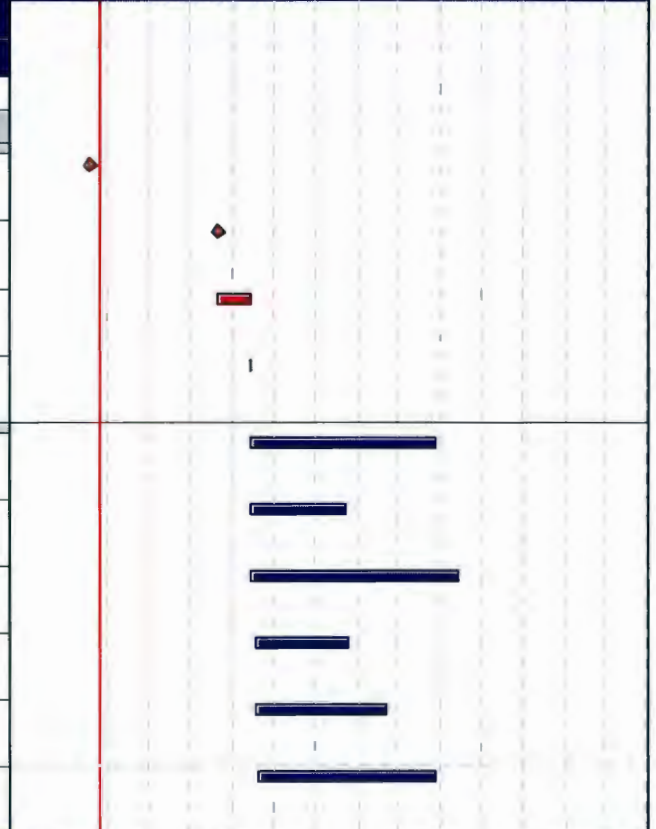
Print Date: 6/4/2012  
 Print Time: 7:53 PM  
 Duration in Mos: 4.6  
 Duration Wks: 20

ITEM	Hr/Week	QUANT.	UNIT	LABOR RATE	MAT/EQ RATE	TOTAL LABOR	MAT/EQ.	ITEM TOTAL	MONTHLY RATE	WEEKLY RATE
Operations Manager	2	40	hr	\$ 148.41		\$ 5,936		\$ 5,936	\$ 1,285	\$ 297
Senior Project Manager	0	0	hr	\$ 117.30		\$ -		\$ -	\$ -	\$ -
Project Manager	16	320	hr	\$ 93.22		\$ 29,830		\$ 29,830	\$ 6,458	\$ 1,492
Project Superintendent	40	800	hr	\$ 104.55		\$ 83,640		\$ 83,640	\$ 18,108	\$ 4,182
2nd Project Superintendent	20	400	hr	\$ 104.55		\$ 41,820		\$ 41,820	\$ 9,054	\$ 2,091
Assist. Superint.	0	0	hr	\$ 80.17		\$ -		\$ -	\$ -	\$ -
Project Engineer	20	400	hr	\$ 55.18		\$ 22,072		\$ 22,072	\$ 4,779	\$ 1,104
Accountant	8	160	hr	\$ 45.52		\$ 7,283		\$ 7,283	\$ 1,577	\$ 364
Administrator	8	160	hr	\$ 58.04		\$ 9,286		\$ 9,286	\$ 2,011	\$ 464
E.E.O. Coordinator	0	0	hr			\$ -		\$ -	\$ -	\$ -
Scheduler (w/ Supt.)	0	0	hr			\$ -		\$ -	\$ -	\$ -
Mech./Elect. Coord.	0	0	hr			\$ -		\$ -	\$ -	\$ -
Safety Director (w/ supt.)	0	0	hr			\$ -		\$ -	\$ -	\$ -
<b>TOTAL ADMINISTRATION</b>						<b>\$ 199,868</b>	<b>0</b>	<b>\$ 199,868</b>	<b>\$ 43,272</b>	<b>\$ 9,993</b>
Reproduction Costs (GC as-builts)		4.6	mo	\$ 350.00		\$ -	\$ 1,617	\$ 1,617	\$ 350	\$ 81
Computer Cost (on-line/MIS)		4.6	mo	\$ 400.00		\$ -	\$ 1,848	\$ 1,848	\$ 400	\$ 92
Computer Rentals Jobsite		4.6	mo	\$ 500.00		\$ -	\$ 2,309	\$ 2,309	\$ 500	\$ 115
Copier & Supplies		0.0	mo	\$ 300.00		\$ -	\$ -	\$ -	\$ -	\$ -
Facsimile Machine		0.0	mo	\$ 50.00		\$ -	\$ -	\$ -	\$ -	\$ -
Jobsite Office Furniture		0.0	mo	\$ 100.00		\$ -	\$ -	\$ -	\$ -	\$ -
Messenger Service/Shipping		4.6	mo	\$ 250.00		\$ -	\$ 1,155	\$ 1,155	\$ 250	\$ 58
Office Supplies		4.6	mo	\$ 200.00		\$ -	\$ 924	\$ 924	\$ 200	\$ 46
Temporary Office			mo			\$ -	\$ -	\$ -	\$ -	\$ -
Office Water		4.6	mo	\$ 150.00		\$ -	\$ 693	\$ 693	\$ 150	\$ 35
Temp Telephone and Power			ls			\$ -	\$ -	\$ -	\$ -	\$ -
Cell Phones/Aircard		4.6	mo	\$ 200.00		\$ -	\$ 924	\$ 924	\$ 200	\$ 46
Progress Photos		4.6	mo	\$ 500.00		\$ -	\$ 2,309	\$ 2,309	\$ 500	\$ 115
Material Handling Allowance w/cost			mo	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -
Project Website/Archival			mo	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTAL OFFICE EXPENSES</b>						<b>\$ -</b>	<b>\$ 11,778</b>	<b>\$ 11,778</b>	<b>\$ 2,550</b>	<b>\$ 589</b>
Debris Boxes		12	ea	650.00		\$ 7,800	\$ -	\$ 7,800	\$ 1,689	\$ 366
General temporary protection and cleanup		1	ls	59,600.00		\$ 59,600	\$ -	\$ 59,600	\$ 12,903	\$ 2,794
Labor Overtime Allowance		0	ls			\$ -	\$ -	\$ -	\$ -	\$ -
Final Clean Up		50387	sf	0.25		\$ 12,597	\$ -	\$ 12,597	\$ 2,727	\$ 590
Final Glass Cleaning		0	sf			\$ -	\$ -	\$ -	\$ -	\$ -
Safety barrier at roof edges and skylight openings		4197	lf	25.00		\$ 104,925	\$ -	\$ 104,925	\$ 22,716	\$ 4,918
<b>TOTAL CLEAN UP/PROTECTION - See budget breakdown</b>						<b>\$ 184,922</b>	<b>\$ -</b>	<b>\$ 184,922</b>	<b>\$ 40,036</b>	<b>\$ 8,668</b>
Personnel Parking		0.0	MO			\$ -	\$ -	\$ -	\$ -	\$ -
Dist. Temp. Power/Lights (w/trade)		0.0	HR			\$ -	\$ -	\$ -	\$ -	\$ -
Temp. Elec./Lighting Equip. (w/trade)		0.0	MO			\$ -	\$ -	\$ -	\$ -	\$ -
Temp. Elec. Consumption (By Owner)		0.0	MO			\$ -	\$ -	\$ -	\$ -	\$ -
Chemical Toilets		4.6	MO	700.00		\$ -	\$ 3,233	\$ 3,233	\$ 700	\$ 162
Temporary Fencing		1.0	ls	5,000.00		\$ -	\$ 5,000	\$ 5,000	\$ 1,083	\$ 250
Scaffold & Plank (w/trade)		0.0	MO	0.00		\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTAL TEMP FACILITIES</b>						<b>\$ -</b>	<b>\$ 8,233</b>	<b>\$ 8,233</b>	<b>\$ 1,783</b>	<b>\$ 412</b>
Gas/Oil/Maintenance		4.6	MO	500.00		\$ -	\$ 2,309	\$ 2,309	\$ 500	\$ 115
Small Tools Purchase/Rental		4.6	MO	350.00		\$ -	\$ 1,617	\$ 1,617	\$ 350	\$ 81
Third Party Rental (w/trade)		0.0	MO	0.00		\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTAL TOOLS &amp; CONSUMABLES</b>						<b>\$ -</b>	<b>\$ 3,926</b>	<b>\$ 3,926</b>	<b>\$ 850</b>	<b>\$ 196</b>
<b>TOTAL GENERAL CONDITIONS</b>						<b>\$ 384,790</b>	<b>\$ 23,938</b>	<b>\$ 408,728</b>	<b>\$ 88,490</b>	<b>\$ 20,436</b>
<b>TOTAL PRE-CONSTRUCTION G.C.</b>								\$ -	\$ -	\$ -
<b>PERMIT PLAN CHECK ALLOWANCE</b>								\$ -	\$ -	\$ -
<b>TOTAL GENERAL CONDITIONS</b>								<b>\$ 408,728</b>	<b>\$ 88,490</b>	<b>\$ 20,436</b>



Project Summary / Milestone

PM-000	Swinerton start Pre-con	0	17FEB12 A			100	1	SUMM		
PM-110	Swinerton receive NTP for submittals/procurement	0	21MAY12 *			0	0	1	SUMM	
PM-200	Mobilize for construction	19	21MAY12	15JUN12		0	0	1	SUMM	
PM-210	Swinerton receive NTP for construction	1	15JUN12 *	15JUN12	148d	0	0	1	SUMM	
PM-100	Construction duration Seismic retrofit	94 *	15JUN12	29OCT12	54d	0	0	2	SUMM	
PM-130	Construction duration L/S Upgrade (Compressed)	50 *	15JUN12	24AUG12		0	0	2	SUMM	
PM-140	Construction duration Life Safety replacement	107 *	15JUN12	16NOV12		0	0	2	SUMM	
PM-220	Construction dur. Seismic reto bldg. 4/D	50 *	18JUN12	27AUG12	35d	0	0	2	SUMM	
PM-230	Construction dur. Seismic reto bldg. 5/E	69 *	18JUN12	24SEP12	16d	0	0	2	SUMM	
PM-240	Construction dur. Seismic reto bldg. 6F	90 *	21JUN12	29OCT12		0	0	2	SUMM	



Design

D-000	ZFA complete construction documents	0		31DEC11 A		100		DESG		
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Permits

D-010	DSA review & approve permit documents	83	31DEC11 A	30APR12	44d	45		DESG		
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Preconstruction



Swinerton Builders  
King Estates Middle School  
Construction Schedule















































Swinerton Builders  
260 Townsend Street  
San Francisco, CA 94107  
[www.swinerton.com](http://www.swinerton.com)

