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OAKLAND UNIFIED
SCHOOL DISTRICT
Community Schools, Thriving Students

Memo

To Board of Education

From Kyla Johnson-Trammell, Superintendent and Secretary, Board of Education
Roland Broach, Interim Deputy Chief, Facilities Planning and Management

Board Meeting Date February 28, 2018

Subject Amendment No. 1 to the Facilities Lease with Cahill/Focon Joint Venture for the Fremont High School New Construction Project

Action Requested Approval by the Board of Education (“Board”) of Amendment No. 1 (“Amendment”) to the Facilities Lease with Cahill/Focon Joint Venture (“JV”) for the Construction of the Fremont High School New Construction Project (“Project”), located at Fremont High School, 4610 Foothill Blvd., Oakland, CA 94601, Using the Lease-Leaseback Project Delivery Method.

Background California Education Code section 17406 permits the governing board of a school district to lease property to a developer, who constructs tenant improvements to the property and leases back the completed improvements to the district. The lease terminates after payments are completed.

In accordance with the section 17406, on September 27, 2017, the Board adopted Resolution No. 17-1925, supporting the award of the Site Lease and Facilities Lease for the Project to the JV under the District’s Best Value Methodology. The Facilities Lease provided that the JV would perform preconstruction services to develop a Guaranteed Maximum Price (“GMP”) and Construction Schedule for the Project. The Facilities Lease also acknowledged that the Project would proceed in three (3) increments: Increment 1 - New Campus Entry; Increment 2 - Prefab Classroom Building & Site Work; and Increment 3 - Stadium, Gym, Building B.

Discussion Following the JV’s preconstruction services for Increment 1, District staff and consultants have negotiated an Increment 1 GMP of Seven Million, Ninety-Three Thousand, Ninety-Five Dollars (\$7,093,095), which includes procurement only of Project Frog components for Increment 2.

The Amendment provides that the JV will construction Increment 1 of the Project in accordance with the Facilities Lease for the GMP and establishes the Construction Schedule for the Project. The Amendment also modifies insurance and indemnity terms and adds procedures regarding use of registered subcontractors based on Senate Bill No. 96 (Stats. 2017, ch. 28). To account for those changes, the Amendment modifies the Facilities Lease, Exhibits C, D, F, and G of the Facilities Lease, and the accompanying Contract Documents to

the Facilities Lease.

If the Amendment is approved, District staff will issue a Notice of Award After GMP followed by a Notice to Proceed with Construction for Increment 1. Upon the JV's delivery of the documents required by each notice, the JV will then proceed with construction of Increment 1 of the Project. Similar amendments are intended for Increments 2 and 3 of the Project once preconstruction services for those increments have concluded.

**LBP (Local Business
Participation Percentage)**

65%

Recommendation

Approval by the Board of Education of Amendment No. 1 to Facilities Lease with Cahill/Focon Joint Venture for the Fremont High School New Construction Project.

Fiscal Impact

Fund 21, Measure J - \$7,093,095.

Attachments

Amendment No. 1 to Facilities Lease



CONTRACT JUSTIFICATION FORM
This Form Shall Be Submitted to the Board Office
With Every Consent Agenda Contract.

Legislative File ID No. _____

Department: Facilities Planning and Management

Vendor Name: Cahill/Focon Joint Venture

Project Name: Fremont High School New Construction **Project No.:** _____

Contract Term: Intended Start: 9-27-17 Intended End: 10-30-20

(if annual contract) or Total (if multi-year agreement) Cost: \$7,093,095

Approved by: Cesar Monterrosa

Is Vendor a local Oakland Business or have they meet the requirements of the

Local Business Policy? Yes (No if Unchecked)

How was this Vendor selected?

RFQ/P.

Summarize the services this Vendor will be providing.

Construction of Increment 1 (New Campus Entry) of the Fremont High School New Construction Project in accordance with the Facilities Lease for a Guaranteed Maximum Price ("GMP") of \$7,093,095.

Was this contract competitively bid? Yes (No if Unchecked)

If No, please answer the following:

I) How did you determine the price is competitive?

JV was competitively selected pursuant to Education Code section 17406 and the District's adopted Best Value Methodology. Thereafter, the JV engaged in competitive bidding for subcontractors for all scopes of work more than 0.5% of the GMP. The final GMP was negotiated between the JV and District staff and consultants.

2) Please check the competitive bid exception relied upon:

- Educational Materials**
- Special Services** contracts for financial, economic, accounting, legal or administrative services
- CUPCCAA Exception** (Uniform Public Construction Cost Accounting Act)
- Professional Service Agreements** of less than \$86,000 (increases a small amount on January 1 of each year)
- Construction related Professional Services** such as Architects, DSA Inspectors, Environmental Consultants and Construction Managers (require a "fair, competitive selection process)
- Energy** conservation and alternative energy supply (e.g., solar, energy conservation, co-generation and alternative energy supply sources)
- Emergency** contracts
- Technology** contracts
 - electronic data-processing systems, supporting software and/or services (including copiers/printers) over the \$86,000 bid limit, must be competitively advertised, but any one of the three lowest responsible bidders may be selected
 - contracts for computers, software, telecommunications equipment, microwave equipment, and other related electronic equipment and apparatus, including E-Rate solicitations, may be procured through an RFP process instead of a competitive, lowest price bid process
 - Western States Contracting Alliance Contracts (WSCA)
 - California Multiple Award Schedule Contracts (CMAS) [contracts are often used for the purchase of information technology and software]
- "Piggyback" Contracts** with other governmental entities
- Perishable Food**
- Sole Source**
- Change Order for Material and Supplies** if the cost agreed upon in writing does not exceed ten percent of the original contract price
- Other, please provide specific exception** Lease-leaseback. Education Code section 17406.

3) **Not Applicable - no exception - Project was competitively bid**

**AMENDMENT NO. 1 TO FACILITIES LEASE
BY AND BETWEEN
OAKLAND UNIFIED SCHOOL DISTRICT
AND CAHILL/FOCON JOINT VENTURE**

This Amendment No. 1 to the Facilities Lease ("First Amendment") is made and entered into this 15th day of February 2018 ("Effective Date") by and between the Oakland Unified School District ("District") and Cahill/Focon Joint Venture ("Developer") (collectively, the "Parties") as follows:

RECITALS

WHEREAS, the Parties entered into a Facilities Lease, on or about September 27, 2017, pertaining to the Fremont High School New Construction Project ("Project") at Fremont High School, located at 4610 Foothill Blvd., Oakland, CA 94601, ("Project Site"); and

WHEREAS, as acknowledged in the Facilities Lease, the Parties intend for the Project to proceed in three (3) increments: Increment 1 – New Campus Entry; Increment 2 – Prefab Classroom Building & Site Work; and Increment 3 – Stadium, Gym, Building B; and

WHEREAS, at this time, the Parties desire to amend and supplement the Facilities Lease and accompanying Contract Documents to, among other things, account for the Guaranteed Maximum Price for Increment 1 (including procurement only of Project Frog components for Increment 2), the Construction Schedule, the Schedule of Values, insurance requirements, and Senate Bill No. 96 (Stats. 2017, ch. 28, effective June 27, 2017).

NOW, THEREFORE, the Parties agree as follows:

TERMS

Section I. Facilities Lease.

1. Section 1.1 is amended as follows: "**Developer**' or '**Lessor**' means Cahill/Focon Joint Venture, a joint venture partnership, organized and existing under the laws of the State of California, Contractor's license number 1035872 issued by the State of California, Contractors' State License Board, in accordance with division 3, chapter 9, of the Business and Professions Code, and its successors and assigns."
2. Section 15.1 (Developer's Insurance) is amended as follows:
 - a. Section 15.1.1.2 shall state: "*Except as provided herein*, Developer's deductible or self-insured retention for its Commercial General Liability Insurance policy shall not exceed five thousand dollars (\$5,000) for deductible or twenty-five thousand dollars (\$25,000) for self-insured retention, respectively, ~~unless approved in writing by District.~~"
 - b. Section 15.1.1.2.1 is added as follows: "Developer may utilize a higher deductible for its Commercial General Liability Insurance policy, which shall not exceed one hundred thousand dollars (\$100,000), if Cahill Contractors, LLC guarantees payment of the higher deductible by executing and submitting the Deductible Guarantee included with the Contract Documents."

- c. Section 15.1.5.1 shall state: "Developer shall procure and maintain, during the life of this Contract, Builder's 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, theft, sonic disturbance, ~~earthquake, flood~~, collapse, wind, rain, dust, fire, war, terrorism, lightning, smoke, and rioting. 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. ~~At the option of District, coverage for earthquakes may be eliminated. District will indemnify and hold harmless Developer from any loss as a result of District electing to eliminate earthquake coverage for the Work and Project. District hereby waives and releases claims against Developer for the cost of repairing, restoring or rebuilding damage to the Work, which damage is determined to have been caused by an earthquake or flood.~~"
- d. Section 15.1.5.1.1 is added as follows: "Developer shall provide verifiable documentation, reasonably satisfactory to District, of the cost of Builder's Risk Insurance. District may require Developer to obtain three (3) separate Builder's Risk quotes before Developer procures Builder's Risk Insurance."
- e. Section 15.1.8 is revised in part such that the limits of insurance of Commercial Liability Insurance shall be not less than the following amounts:

Commercial General Liability	Combined Single Limit	\$10,000,000
	Product Liability and Completed Operations, Fire Damage Liability - Split Limit	\$10,000,000

3. Section 16 (Indemnification and Defense) is amended as follows:

- a. Section 16.1 shall state: "To the fullest extent permitted by California law, Developer shall indemnify, keep and hold harmless the District and its respective Board Members, officers, representatives, employees, consultants, the Architect and Construction Manager in both individual and official capacities and their consultants ("Indemnitees"), against all suits, claims, damages, losses, and expenses, including but not limited to attorney's fees and costs, caused by, arising out of, resulting from, or incidental to, the performance of the Work under this Contract by the Developer or its Subcontractors, vendors and/or suppliers, including any suit, claim, damage, loss, or expense attributable to, without limitation, bodily injury, sickness, disease, death, patent violation or copyright infringement, or injury to or destruction of tangible property (including damage to the Work itself) and including the loss of use resulting therefrom, except to the extent caused

wholly by the active negligence or willful misconduct of the Indemnitees and/or defects in design furnished by the Architect, as found by a court or arbitrator of competent jurisdiction, in which case the Developer's indemnification and hold harmless obligation shall be reduced by the proportion of the Indemnitees' and/or Architect's liability. This indemnification and hold harmless obligation includes any failure or alleged failure by Developer to comply with any law and/or provision of the Contract Documents, including, without limitation, any stop payment notice actions or liens, including Civil Wage and Penalty Assessments and/or Orders by the California Department of Industrial Relations."

- b. Section 16.2 shall state: "Developer shall also defend, at its own expense, Indemnitees with legal counsel reasonably acceptable to the District, against all suits, claims, allegations, damages, losses, and expenses, including but not limited to attorneys' fees and costs, caused by, arising out of, resulting from, or incidental to, the performance of the Work under this Contract by Developer, its Subcontractors, vendors, or suppliers, except to the extent caused by the sole negligence, active negligence, or willful misconduct of the Indemnitees and/or defects in design furnished by the Architect, as found by a court or arbitrator of competent jurisdiction, in which case the Developer's defense obligation shall be reduced by the proportion of the Indemnitees' and/or Architect's liability. This defense obligation extends to any failure or alleged failure by Developer to comply with any provision of law, any failure or alleged failure to timely and properly fulfill all of its obligations under the Contract Documents in strict accordance with their terms, and without limitation, any failure or alleged failure of Developer's obligations regarding any stop payment notice actions or liens, including Civil Wage and Penalty Assessments and/or Orders by the California Department of Industrial Relations. This agreement and obligation of the Developer shall not be construed to negate, abridge, or otherwise reduce any right or obligation of defense that would otherwise exist as to any party or person described herein."

Section II. Exhibits to Facilities Lease.

1. **Exhibit C** (Guaranteed Maximum Price and Other Project Cost, Funding, and Payment Provisions) to the Facilities Lease is amended such that the existing Exhibit C is struck and replaced with the amended Exhibit C, which is attached hereto as **EXHIBIT "1"** and incorporated herein by this reference. All references to Exhibit C in the Facilities Lease shall mean and refer to Exhibit "1" hereto. As stated therein, the Guaranteed Maximum Price, for which the Developer will cause Increment 1 of the Project to be constructed in accordance with the Facilities Lease, is Seven Million, Ninety-Three Thousand, Ninety-Five Dollars (\$7,093,095).
 - a. The Guaranteed Maximum Price includes procurement only of Project Frog components for Increment 2. Developer shall not commence any work for Increment 2 for which a contractor is required to be licensed in accordance with the Business and Professions Code and for which Division of the State Architect ("DSA") approval is required until District issues a Notice to Proceed with Construction for Increment 2, following DSA approval.
2. **Exhibit D** (General Construction Provisions) to the Facilities Lease is amended as follows:

- a. Section 1.1.12.3.3 shall state: "Registered Subcontractors List"
- b. Section 1.1.12.3.17 is added as follows: "Deductible Guarantee"
- c. Section 10.2.1 shall state: "Developer shall provide Monthly Progress Schedule(s) to the District. A Monthly Progress Schedule shall update the approved Construction Schedule or the last Monthly Progress Schedule, showing all work completed and to be completed *as well as updating the Registered Subcontractors List*. The monthly Progress Schedule shall be sent as noted below and, if also requested by District, within the timeframe requested by the District and shall be in a format acceptable to the District and contain a written narrative of the progress of work that month and any changes, delays, or events that may affect the work. The process for District approval of the Monthly Progress Schedule shall be the same as the process for approval of the Construction Schedule."
- d. Section 17.7 shall state:

The following format shall be used as applicable by the District and the Developer (e.g. Change Orders, PCO's) to communicate proposed additions and deductions to the Contract Documents, supported by attached documentation. Any spaces left blank will be deemed no change to cost or time.

	<u>SUBCONTRACTOR PERFORMED WORK</u>	ADD	DEDUCT
(a)	<u>Material</u> (attach supplier's invoice or itemized quantity and unit cost plus sales tax)		
(b)	<u>Add Labor</u> (attach itemized hours and rates, fully encumbered)		
(c)	<u>Add Equipment</u> (attach suppliers' invoice)		
(d)	<u>Subtotal</u>		
(e)	<u>Add Subcontractor's overhead and profit</u> , not to exceed ten percent (10%) of Item (d)		
(f)	<u>Subtotal</u>		
(g)	<u>Add Developer's overhead and profit</u> , not to exceed five percent (5%) of Item (f)		
(h)	<u>Subtotal</u>		
(i)	<u>Add Bond and Insurance</u> , at Developer's Cost, not to exceed <i>three and fifty-two hundredths percent (3.52%)</i> of Item (h)		
(j)	<u>TOTAL</u>		
(k)	<u>Time</u> (zero unless indicated; "TBD" not permitted)	__ Calendar Days	

Bond and Insurance to include: Subguard (1.50%), *Insurance* (1.40%), Bond (0.62%).

	<u>DEVELOPER PERFORMED WORK</u>		
(a)	Material (attach supplier's invoice or itemized quantity and unit cost plus sales tax)		
(b)	Add Labor (attach itemized hours and rates, fully encumbered)		
(c)	Add Equipment (attach suppliers' invoice)		
(d)	<u>Subtotal</u>		
(e)	Add Developer's overhead and profit , not to exceed fifteen percent (15%) of Item (d) .		
(f)	<u>Subtotal</u>		
(g)	Add Bond and Insurance , at Developer's Cost, not to exceed <i>two and two hundredths percent</i> (2.02%) of Item (h)		
(h)	<u>TOTAL</u>		
(i)	Time (zero unless indicated; "TBD" not permitted)		___ Calendar Days

Bond and Insurance to include: Insurance (1.40%) and Bond (0.62%).

- e. Section 19.4.1.15.1 is added as follows: "Allowing an unregistered subcontractor, as described in Labor Code section 1725.5, to engage in the performance of any work under this Contract."
3. **Exhibit F** (Construction Schedule) to the Facilities Lease is amended such that **EXHIBIT "2"**, attached hereto and incorporated herein by this reference, is added as Exhibit F. All references to Exhibit F in the Facilities Lease shall mean and refer to Exhibit "2" hereto.
4. **Exhibit G** (Schedule of Values) to the Facilities Lease is amended such that the **EXHIBIT "3"**, attached hereto and incorporated herein by this reference, is added as Exhibit G. All references to Exhibit G in the Facilities Lease shall mean and refer to Exhibit "3" hereto.

Section III. Contract Documents.

1. The Registered Subcontractors List, attached hereto as **EXHIBIT "4"** and incorporated herein by this reference, is hereby added to the Contract Documents for the Project. Developer shall execute and submit to District the Registered Subcontractors List within seven (7) days of Notice of Award After GMP. Developer

shall update and resubmit the Registered Subcontractors List as required therein and by Exhibit D to the Facilities Lease, as amended.

- The Deductible Guarantee, attached hereto as **EXHIBIT "5"** and incorporated herein by this reference, is hereby added to the Contract Documents for the Project. Developer shall execute and submit the Deductible Guarantee with this First Amendment.

Section IV. All Other Provisions Reaffirmed.

All other provisions of the Facilities Lease shall remain in full force and effect and are hereby reaffirmed. If there is any conflict between this First Amendment and any provision of the Facilities Lease, the provisions of this First Amendment shall control.

IN WITNESS WHEREOF, the Parties have caused this Amendment No. 1 to the Facilities Lease to be executed by their respective officers who are duly authorized, as of the Effective Date.

ACCEPTED AND AGREED on the date indicated below:

Dated: 2/29, 2018

Dated: 2/15, 2018

OAKLAND UNIFIED SCHOOL DISTRICT

CAHILL/FOCON JOINT VENTURE

By: *Almee Eng*
Almee Eng
President, Board of Education

By: *Mark Zaleski*
Name: Mark Zaleski

Title: *Kyla R. Johnson-Trammell*
Kyla R. Johnson-Trammell
Secretary, Board of Education

Title: Vice President

OAKLAND UNIFIED SCHOOL DISTRICT
Office of the General Counsel
APPROVED FOR FORM & SUBSTANCE
By: *Marion McWilliams*
Marion McWilliams, General Counsel

EXHIBIT "1"

EXHIBIT C

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

See attached.

EXHIBIT C

GUARANTEED MAXIMUM PRICE 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 Maximum Price

Pursuant to the Facilities Lease, Developer will cause the Project to be constructed for Seven Million, Ninety-Three Thousand, Ninety-Five Dollars (\$7,093,095) ("Guaranteed Maximum Price").

2.1 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. Such costs shall be at rates no 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 Section 2 and approved by the District.

2.1.1 General Conditions

The General Conditions as set forth in **Attachment 1** hereto shall be included in a progress billing as incurred. 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, permits, taxes, and all contributions, assessments and benefits, holidays, vacations, retirement benefits, incentives to the extent contemplated in **Attachment 1**, whether required by law or collective bargaining agreements or otherwise paid or provided by Developer to its employees.

2.1.2 Subcontract Costs

Payments made by the Developer to Subcontractors (inclusive of the Subcontractor's bonding, if required, 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.

2.1.3 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:

2.1.3.1 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 at the site.

2.1.3.2 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.

2.1.3.3 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.

2.1.3.4 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 2.1.3.1 through 2.1.3.3.

2.1.3.5 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.

2.1.3.6 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.

2.1.3.7 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.

2.1.3.8 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.

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

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

2.1.4 Alternates

During Developer's performance of the Work, District may elect to add any such Alternate Item(s) if not included in the Contract at the time of award. If the District elects to add Alternate Item(s) after Contract award, the cost or credit for such Alternate Item(s) shall be as set forth below unless the parties agree to a different price and the Contract Time shall be adjusted by the number of days allocated in the Contract Documents. If days are not allocated in the Contract Documents, the Contract Time shall be equitably adjusted.

Task/Work	Alternate Amount
Soil Investigation & Work Add:	TBD
Total Add Alternates Amount	TBD

2.1.5 Allowances

Because it is impossible at the time of execution of the Facilities Lease to determine the exact cost of performing certain tasks, the Cost of the Work shall include the following Allowances for the Tasks/Work as noted here:

Description	Allowance \$
Building Demolition and Abatement	\$10,000
Structural Concrete	\$5,000
Structural Steel and Misc. Metals	\$10,000
Roofing sub structure	\$3,500
Site Waterproofing	\$15,000
Roofing and waterproofing	\$1,500
Sheet Metal, Flashing, Louvers, Expansion Joints	\$3,000
Metal Stud Framing, Drywall	\$7,500
Exterior Plaster	\$10,000
Acoustical and Wood Ceilings	\$12,500
Painting	\$5,000
HVAC and Plumbing	\$10,000
Electrical and Low Voltage	\$15,000
Electrical and Low Voltage	\$5,000
Site Clearing, Earthwork, AC - Existing Transformer at Ygnacio	\$20,000
Site Clearing, Earthwork, AC Paving - Existing grade boxes	\$15,000
Site Concrete - Existing vaults	\$25,000
Landscaping, Irrigation, Site Furnishings - Irrigation	\$10,000
Landscaping, Irrigation, Site Furnishings - Football Field	\$30,000
Site Utilities - Communication Line	\$30,000
Site Utilities - Existing utilities	\$30,000
Site Utilities - Pot holing	\$20,000
SUBTOTAL OF LINE ITEM ALLOWANCES	\$293,000
Overtime / Hold Allowance	\$33,769
District Allowance	\$305,444
TOTAL	\$632,213

The District shall have sole discretion to authorize all expenditures from the Allowances. The District shall process expenditures from the Allowances in the form of an Allowance Expenditure Directive ("AED"). The Allowances are included in the Guaranteed Maximum Price. Any unused Allowance or unused portion thereof shall be deducted from the Cost of the Work pursuant to **Exhibit D** to this Facilities Lease to the benefit of the District.

2.1.6 Miscellaneous Costs

2.1.6.1 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 call 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.

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

2.1.6.3 Fees and assessments for permits, plan checks, licenses and inspections for which 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.

2.1.6.4 Fees of laboratories for tests required by the Contract Documents.

2.1.6.5 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.

2.1.6.6 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.

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

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

2.1.6.9 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/or property.

2.1.6.10 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.

2.1.7 Excluded Costs

The following items are considered general overhead items and shall not be billed to the District:

2.1.7.1 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 2.1.3.2. and 2.1.3.4.

2.1.7.2 Expenses of the Developer's principal office and offices other than the Project Field Office.

2.1.7.3 Overhead and general expenses, except as may be expressly included in this Section 2.

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

2.1.7.5 Costs that would cause the Guaranteed Maximum Price (as adjusted by Change Order) to be exceeded.

2.1.8 Developer's Fee

Five percent (5.0%) of the Cost of the Work as described in Section 2.1.

2.1.9 Bonds and Insurance

For insurance and bonds required under this Facilities Lease (exclusive of those required by Subcontractors, which costs are included in the subcontract amounts), that portion of insurance and bond premiums which are directly attributable to this Contract, which shall be calculated at the following rates: not to exceed nine tenths percent (0.9%) of the Cost of Work for Builder's Risk Insurance; not to exceed one and four tenths percent (1.40%) of the Cost of the Work for all other required insurance; not to exceed one and five tenths percent

(1.50%) of total Subcontracted dollars for Subcontractor Default Insurance; and not to exceed sixty-two hundredths percent (0.62%) of the Cost of the Work for payment and performance bonds.

2.1.10 Contingency

2.1.10.1 The Guaranteed Maximum Price includes Developer Contingency of two percent (2%) of the Cost of the Work for additional construction costs that may 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, 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, and Normal inclement weather. 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. Any use of Developer Contingency must be approved by District, which approval shall be granted within seventy-two (72) hours after first requested, and shall not be unreasonably denied provided sufficient documentation accompanies the request. 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.

2.1.10.2 The Developer Contingency is not intended for such things as scope changes.

2.1.10.3 The Contingency shall not be used without the agreement of the District, which shall not be unreasonably withheld.

2.1.10.4 The unused portion of the Developer Contingency shall be considered as cost savings and retained by the District at the end of the Project.

2.2 The Guaranteed Maximum Price will consist of the amounts to be 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 Maximum Price. District shall pay the Guaranteed Maximum Price 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 Maximum Price to be determined, and as may be modified pursuant to **Exhibit D** to the Facilities Lease.

2.4 Changes to Guaranteed Maximum Price

2.4.1 The Parties acknowledge that the Guaranteed Maximum Price is based on the Construction Documents, including the plans and specifications, as identified in **Exhibit D** to the Facilities Lease.

2.4.2 As indicated in the Facilities Lease, the Parties may add to or remove from the project specific scopes of work. Based on these change(s), the Parties may agree to a reduction or increase in the Guaranteed Maximum Price. If a cost impact of a change is agreed to by the Parties, it shall be paid upon the payment request from the Developer for the work that is the subject of the change in accordance with the provisions of **Exhibit D**. The amount of any change to the Guaranteed Maximum Price shall be calculated in accordance with the provisions of **Exhibit D** to this Facilities Lease.

2.4.3 The Parties agree to reduce the Guaranteed Maximum Price for the unused portion of the Developer Contingency, if any.

2.4.4 Cost Savings

Developer shall work cooperatively with Architect, Construction Manager, subcontractors and District, in good faith, to identify appropriate opportunities to reduce the Project costs and promote cost savings. Any identified cost savings from the Guaranteed Maximum Price shall be identified by Developer, and approved in writing by the District. If any cost savings require revisions to the Construction Documents, Developer shall work with the District and Architect with respect to revising the Construction Documents and, if necessary, obtaining the approval of DSA with respect to those revisions. Developer shall be entitled to an adjustment of Contract Time for delay in completion caused by any cost savings adopted by District pursuant to **Exhibit D**, if requested in writing before the approval of the cost savings.

2.4.5 If the District exercises its Purchase Option pursuant to this **Exhibit C**, any reduction in the Guaranteed Maximum Price resulting from that exercise of the Purchase Option, if any, shall be retained in full by the District and shall not be shared with the Developer.

2.4.6 If the Parties agree to a reduction or increase in the Guaranteed Maximum Price, the Loan Amount indicated in **Attachment 3** shall be adjusted accordingly and **Attachment 3** shall be amended prior to the commencement of Lease Payments.

3. Tenant Improvement Payments

Prior to the District's taking delivery or occupancy of the Project, the District shall pay to Developer an amount equal to the Guaranteed Maximum Price as modified pursuant to the terms of the Facilities Lease, including **Exhibit C** and **Exhibit D**, less the Lease Payments ("Tenant Improvement Payments"). Tenant Improvement Payments will be processed based on the amount of Work performed according to the Developer's Schedule of Values (**Exhibit G** to the Facilities Lease) and pursuant to the provisions in **Exhibit D** to the Facilities Lease, including withholding for or escrow of retention of five percent (5%) of the Guaranteed Maximum Price.

4. Lease Payments

Upon execution of the Memorandum of Commencement Date, the form of which is attached to the Facilities Lease as **Exhibit E**, the District shall commence making lease payments to Developer in accordance with the Schedule attached hereto as **Attachment 3**.

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 monthly installments as indicated in the Schedule of Lease Payments attached hereto as **Attachment 3** for the duration of the lease term of one (1) year, with the first Lease Payment due ninety (90) days after execution of the Memorandum of Commencement Date.

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 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.

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 balance of the "Loan Amount" identified in **Attachment 3**, which is exclusive of interest that would have otherwise been owed, as of the date the option is exercised ("Option Price"). Said payment shall be made on or before the date on which the District's lease payment would otherwise be due for that month ("Option Date").

5.2 District shall provide to Developer a written notice no less than ten (10) days prior to the Option Date. The notice will include that District is exercising its option to purchase the Project as set forth above on the 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 an executed Termination Agreement and Quitclaim Deed 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 ninety (90) days after the Developer completes the Project and the District accepts the Project.

ATTACHMENT 1

GENERAL CONDITIONS COSTS

OUSD - Fremont High School - Increment #1
Fee and General Conditions Form

CAHILL / FOCON JOINT VENTURE

General Conditions - Provide MONTHLY costs for each applicable item described below which are general conditions or indicate which other category the item falls under. Attach clarifications as required.

Item	Quantity	Unit	\$/Unit	Incl. in General Conditions	Incl. in G.C.'s Fee	Incl. in General Requirements	In Sub-contr's Scope	Excluded	Notes
Cahill VP - project oversight	6.5	month	\$5,000.00	\$32,500					average 20 hours / month
Focon Principal - project oversight	6.5	month	\$5,000.00	\$32,500					average 20 hours / month
Cahill Senior Project Manager	6.5	month	\$15,155.00	\$98,508					1/2 time
Project Manager - Cahill	6.5	month	\$19,918.00	\$129,467					full time
Assistant Project Manager - Cahill	6.5	month	\$14,722.00	\$95,693					full time
Project Engineer - Cahill	0	month	\$12,990.00	\$0					will come on board for Increment #2
Assistant Project Manager - FOCON	3	month	\$18,186.00	\$54,558					part time
Accounting admin (project based) - Cahill	6.5	month	\$650.00	\$4,225					10 hr / month
Administrative Staff/Labor Compliance - FOCON	6.5	month	\$5,000.00	\$32,500					40 hr / month
Scheduling	0	month	\$600.00	\$0					outside schedule consulting
Superintendent - Cahill	6.5	month	\$24,063.00	\$156,410					full time
Assistant Superintendent - Cahill									will be included in direct costs, if needed
Assistant Superintendent - FOCON	6.5	month	\$18,186.00	\$118,209					remainder of time will be in structural costs
General Labor/Mat'l Handling									to be included as a direct cost
Transportation/Parking	6.5	month	\$500.00	\$3,250	in GC's for GC's only				subs carry their own costs
Telephones/FAX/Messenger	6.5	month	\$750.00	\$4,875					
Temporary Heat									in the finish trades
Temporary Power and Light									in electrical
Construction Lifts									in the trades
Temporary Water									in plumbing & earthwork
Field Office/Trailer	6.5	month	\$1,000.00	\$6,500					Project site office
DSA Trailer	6.5	month	\$750.00	\$4,875					DSA trailer
Safety and First Aid	6.5	month	\$1,000.00	\$6,500					does not include safety training
Temporary Fire Protection	1	is	\$1,500.00	\$1,500					only basic PE's, temp fire water will be under trade costs
Scaffolding and Ladders									scaffolding is a separate bid trade
Debris Disposal	6.5	months	\$2,598.00	\$16,887	basic debris box (1 / week)				additional debris boxes will also be in trade costs
Expendable Tools									in the trades
Equipments Rental									in the trades
Liability Insurance									Separate line item on summary bid sheet
Progressive Cleanup									to be included as a direct cost
Final Cleanup									separate bid trade line item
Protection of Existing Construction									in the trades
Weather Protection									in the trades
Layout and Surveying									in the trades
Traffic Control									in the trades
Fences and Barricades	1500	lf	\$10.00	\$15,000					
Temporary Toilets	6.5	months	\$1,000.00	\$6,500					
Misc. Expenses	6.5	months	\$1,200.00	\$7,800					
Punch list monitoring									in the trades
Site Security									bid item

Bill coordination							in the MEPS trades	
Total General Conditions Costs								
(Based on a 6.5 month construction schedule)				\$	127,424			

CFJV RATES:

- Vice President / Principal: \$250 / HR
- Senior Project Manager: \$175 / HR
- Project Manager: \$115 / HR
- Asst. Project Manager: \$85 / HR
- Project Engineer: \$75 / HR
- Accounting/Admin: \$65/HR

ATTACHMENT 2

GUARANTEED MAXIMUM PRICE

OUSD Fremont High School - Increment #1

GMP Estimate

Owner: Oakland Unified School District
 Architect: LCA Architects & Quattrocchi Kwok
 Start Date: Q1 2018
 Duration: approximately 6.5 Months

As of February 15, 2018
 **Excludes Project Prog Material Costs

Line Item Description	BEST COST				Subcontractor
	Increment 1 GMP 12/18/17	LSE	SLSE	SLRSE	
02-4000 Building Demolition and Assessment	\$128,126	\$48,796	\$0	\$85,335	Blumwiler Environmental
03-3100 Concrete	\$119,466	\$17,256	\$0	\$112,481	Joseph Albanese
03-3400 Rebar	\$0	\$0	\$0	\$0	No Scope
04-2100 Masonry	\$0	\$0	\$0	\$0	No Scope
05-1000 Structural Steel, Metal Stairs, and Misc. Iron	\$505,097	\$95,481	\$94,862	\$325,894	North American & Clean W/O
06-3010 Rough Carpentry	\$70,120	\$11,496	\$0	\$58,624	Light Frame Construction
06-2000 Finish Carpentry	\$138,892	\$8,623	\$0	\$6,960	SK Mill
07-2100 Insulation and Fireproofing	\$6,541	\$1,843	\$0	\$1,394	Atco
07-2000 Roofing and Waterproofing	\$108,229	\$15,220	\$0	\$113,031	Waterproofing Assistance
07-6000 Sheet Metal, Flashing, Louvers and Eave Joints	\$48,332	\$16,438	\$0	\$113,908	Marine Mechanical
07-9000 Sealants and Caulking	\$15,000	\$8,700	\$0	\$6,300	Allowance
08-1000 Doors, Frames and Hardware	\$4,250	\$2,465	\$0	\$1,785	CP/I
08-3300 Overhead Rolling Doors	\$0	\$0	\$0	\$0	No Scope
08-4000 Windows, Storefronts, Glazing and Skylights	\$205,857	\$18,800	\$0	\$113,687	R&S Glazing
09-2200 Metal Stud Framing, Drywall and Fireproofing	\$309,979	\$18,541	\$0	\$113,261	MGM Drywall
09-2400 Exterior Siding, EIFS	\$10,150	\$5,887	\$0	\$4,263	SIK allowance
09-3000 Tile and Stone	\$0	\$0	\$0	\$0	No Scope
09-5000 Acoustical and Wood Slat Ceilings	\$47,231	\$19,474	\$24,000	\$8,757	Acoustics by the Bay
09-6400 Flooring - Carpet, Resilient, Wood	\$38,816	\$34,861	\$0	\$3,955	Anderson Flooring
09-9000 Painting	\$56,898	\$14,000	\$12,500	\$10,138	Picture Perfect Painting
10-0010 Misc. Specialties and Equipment	\$16,204	\$2,768	\$0	\$2,019	Rebarber, Glendon, Feder
10-1400 Storage	\$81,182	\$2,426	\$0	\$1,756	Priority Arch Graphics
10-2800 Toilet, Bath Accessories, Particlers	\$5,642	\$9,271	\$0	\$2,968	CP/I
10-6100 Rest Rooms	\$0	\$0	\$0	\$0	No Scope
11-2400 Exterior Building Maintenance System	\$0	\$0	\$0	\$0	No Scope
11-3100 Kitchen and Laundry Appliances	\$0	\$0	\$0	\$0	No Scope
12-2000 Window Treatments	\$0	\$0	\$0	\$0	No Scope
13-4200 Modular Construction**	\$668,960	\$5,742	\$0	\$4,158	Project Prog Material Procurement
14-2000 Elevators	\$0	\$0	\$0	\$0	No Scope
21-0010 Fire Sprinklers	\$0	\$0	\$0	\$0	No Scope
22-0010 Plumbing	\$0	\$0	\$0	\$0	Minor - Incl in HVAC below
23-0010 HVAC	\$89,806	\$25,347	\$1,708	\$18,210	Handers meet E. Walker Plumb
25-0010 Electrical, Telephone and Data	\$382,793	\$356,208	\$0	\$36,584	Design Electric
26-3000 Solar Panels - PV and Solar Hot Water	\$0	\$0	\$0	\$0	No Scope
31-0010 Earthwork, Site Clearing, AC Paving	\$727,740	\$144,222	\$479,000	\$104,487	D-Line
31-4100 Shoring, Underpinning and Soil Grouting	\$0	\$0	\$0	\$0	No Scope
31-6000 Drive Piers, Caissons, Tie Beams and Piles	\$0	\$0	\$0	\$0	No Scope
32-1000 Asphalt Paving and Striping (In Earthwork)	\$0	\$0	\$0	\$0	In Earthwork - Line 31-0010
32-1600 Site Concrete	\$1,348,492	\$77,325	\$0	\$35,894	J J Albanese
32-8000 Landscaping, Irrigation and Site Furnishings	\$279,770	\$220,544	\$0	\$59,226	RWT Landscaping
33-0010 Site Utilities	\$236,811	\$82,351	\$85,000	\$59,562	D-Line
01-0416 Personnel Hoist	\$0	\$0	\$0	\$0	No Scope
01-2432 Crane Service	\$15,000	\$8,700	\$0	\$6,300	Allowance
01-2452 Scaffolding	\$16,127	\$6,892	\$0	\$4,629	Normal Scaffolding

Line Item Description	Increment 1 OMB 12/18/17	LBE	SLBE	SRLBE	Subcontractor
01-0640 Site Security	\$89,957	\$1,342	30	\$88,614	Site Security
01-7423 Final Cleaning	\$11,801	\$4,185		\$7,616	Capital Stg
SUBTOTAL	\$5,309,023	\$1,213,416	\$717,070	\$4673,262	
General Conditions	\$838,256				
Oakland City Tax 0.18%	\$11,047				
Builder's Risk Insurance	\$32,431				
Liability Insurance 1.40%	\$86,591				
Contractor's Fee 3.00%	\$319,364				
G.C. Bond 0.62%	\$40,800				
SUBTOTAL	\$6,621,452				
Escrow 0.00%	30				
Developer Contingent 2.00%	\$132,429				
Owner's Hold Allowance 0.50%	\$33,768				
District Allowance 4.50%	\$305,444				
GRAND TOTAL	\$7,093,095				

LBE SLBE SRLBE
 26% 15% 14%

 56% OVERALL

INCREMENT#1-Qualifications, Assumptions&Exclusions

January 29, 2018

GENERAL / DIVISION 1 QUALIFICATIONS

1. GMP is based on the increment #1 scope of work as defined in the bid set drawings and specifications prepared by LCA Architects, dated 10/17/2017; PJOB plan set prepared by Calchi Design Group, RFC #1 response, dated 11/14/17; Bid Addendum #1, dated 12/7/17, and referencing the listed contract documents included in the attached Exhibit A.
2. We do not include permit fees, testing, special inspection fees, DSA Fees, PG&E and utility connection fees and utility engineering associated with the aforementioned. We have included fees for street space during the PJOB scope of work.
3. We do not include costs for a final audit. If this is necessary, please add \$15,000 to our general conditions.
4. We do not include the Guard Shack, as no information has been provided. We have included 30 linear feet of curbs for the future construction of the guard shack at the location shown on 1-C1.1.
5. BIM / CAD files of the completed designs are to be provided to Cahill/Focon at no cost to facilitate the coordination of the MEPS trades & for shop drawings. We do not include field measuring, laser scanning or BIM modeling of existing MEPS piping/conduit/ductwork systems. We do not include BIM modeling of the new MEP systems of increment #1 as referenced in specification 231000.
6. We have not included any green consultants or green 3rd party inspection, assuming that if they are required, these would be directly contracted with the District.
7. Schedule for this scope of work assumes all City of Oakland, utility company and other regulatory agency approvals and permits are obtained in a timely manner as we exclude permits with design components (PG&E Electrical, PG&E gas, Fire Service, Domestic Water and Tel/Data).
8. We have identified several areas where we believe additional scope and costs may be incurred due to unforeseen conditions. We have also identified areas where the contract documents do not provide enough information to provide a detailed estimate (note a constructability review was not incorporated into the design as the documents had been submitted to DSA prior to Cahill/Focon being under contract). We have included an owner allowance of \$293,000 to address these issues. Please reference our attached GMP Owner Allowance Log dated 12/18/17.

02-4000 – BUILDING DEMOLITION & ABATEMENT

1. We do not include any fees or taxes levied by the State of California on hazardous materials generators. The State will assess the Owner for these fees directly.
2. We do not include costs for air monitoring or testing during abatement work, as we assume this will be by the owner under a separate agreement with a hygienist.

3. We do not include removal of other potentially hazardous materials such as solvents, oils, paints, batteries. We do not include removal of any leftover debris, furniture, etc. from the existing building.
4. The District will be listed as the generator of the manifested waste streams. Disposal of hazardous wastes will require the owner/operator to obtain an EPA number from the Department of Toxic Substances Control (DTSC).
5. We do not include any abatement at the Media Building roof as subsequent testing from ACC Consultants on 11/3/17 indicated that the assemblies did not contain hazardous materials. We also do not include abatement of pipe insulation as it is not included on the Asbestos and Lead Removal Work Plan by ACC Consultants.

03-3100 – CONCRETE & SHOTCRETE

1. We assume the drilling for the drilled piers at canopy will be done with standard earth augers in soil free of rock, water, casing or man-made obstructions or other conditions that may impede the "normal" drilling process. Drilling requiring use of rock augers, coring tools, drilling fluids, casing or other specialized tools, equipment or procedures are not included.
2. We do not include hand cleaning of the drilled pier shaft bottoms, as it is not possible.

04-2100 – MASONRY

1. We do not include any masonry scope or terra cotta scope on existing building C.
Status:

05-1000 – STRUCTURAL STEEL, METAL STAIRS, AND MISC. IRON

1. We have allowed for footings at the Montage II Genesis iron gate tube steel shown in detail Z on 1-L7.2. This detail references the structural drawings for the footing detail, but none is shown.
2. We include the chain link fencing as 10' tall, in lieu of 8', as we assume this is required per DUSD standards. Note the gate and line post footings for 10' high fence may exceed ASTM F 567 standards / CLFMI as shown on the bid documents currently. The terminal fence post footings will be increased to depth that meets ASTM F 567 / CLFMI
3. We include a single chainlink man-gate at the new fencing around the backflow preventer, though it is not shown on the plans. We assume it will be required.

05-2000 – FINISH CARPENTRY

1. Our pricing is based on materials that do not include any added urea formaldehyde, but they do include some formaldehyde, as it is a naturally occurring substance found in all wood materials.

07-5000 – ROOFING AND WATERPROOFING

1. We include waterproof membrane and drain composite at the long storm water planter next to the "switch back ramp" and the small storm water planter adjacent to the parking off of Ygnacio Avenue per 1-L1.1. We include drain composite at the square planter with seat wall adjacent to the new entry. We include a listed Allowance for additional site retaining wall or stair waterproofing, as

the scope is unclear.

07-6000 – SHEET METAL, FLASHING, LOUVERS AND EXP. JTS

1. Roof reglet and counterflashing, gutter, and downspout are included as 24 gauge galvanized sheet metal. All other is included as 20 gauge galvanized sheet metal.

08-1000 – DOORS, FRAMES AND HARDWARE

1. We do not include any new doors or frames, as none are called for on drawings or door schedule. Specification section 081400 calls for wood doors, but we do not include any, as none are shown.

08-4000 – WINDOWS, STOREFRONTS, GLAZING AND SKYLIGHTS

1. Specification 084100 does not specify a manufacturer for the aluminum wall panel at the curtain wall. We have included 1/8" material by Alucobond.

09-2400 – EXTERIOR PLASTER

1. We do not include an exterior plaster work as the limits of scope are unknown. We have included a specific allowance for the anticipated cost.

09-6400 – FLOORING – CARPET, RESILIENT, WOOD

1. We include moisture and PH testing prior to the installation of the flooring materials. Regardless of results, we include moisture mitigation where flooring is installed on slab on grade (per previous experience with DUSD Standards). We include Koster Waterproofing systems Vap I 2000. This was the system that was used on the DUSD Whittier project.

09-9000 – PAINTING

1. We include painting of the entire north elevation of the media building and partial east and west elevations as indicated on the drawings. We do not include painting of the entire building facade.
2. We exclude painting of the mural/ mascot as called out on 1A/1-A4.1 as there are no details.

10-1400 – SIGNAGE

1. We include signage per section 10440 limited to the following sign types and quantities:

Sign per Door #	Sign Description	Reference in Drawing Set	Quantity
4	Existing sign to remain – no scope	n/a	0
1	Room sign ID for reception	1/1-A6.3	1
2	Room sign ID for reception	1/1-A6.3	1
X6	Room sign ID for work room	1/1-A6.3	1
X125	Room sign ID for counselor office	1/1-A6.3	1
3	Room sign ID for conference room	1/1-A6.3	1
X115	Room sign ID for counselor office	1/1-A6.3	1

X116	Room sign ID for counselor office	1/1-A6.3	1
X117	Room sign ID for counselor office	1/1-A6.3	1
2	Room sign ID – exit sign	2/1-A6.3	1
X5	Room sign ID – exit sign	2/1-A6.3	1
X10	Room sign ID – exit sign	2/1-A6.3	1
1	ADA decal for entrance accessibility	3/1-A6.3	1
3	Assistive Listening System sign	4/1-A6.3	1
No door	(2) sets of 6" tall letters 'FREMONT HIGH SCHOOL'	1-A4.1	2
No door	(1) sets of 12" tall letters 'FREMONT HIGH SCHOOL'	1-L7.2	1
No door	Tow away & handicap signage per civils	1-C4.0	4
	Evacuation Maps – required by code	1-C4.0	1
	Gate Signage	Spec	1

23-0010 – HVAC

1. We do not include the cost for a commissioning agent. However, the subcontractor includes assisting the Owner's commissioning agent as needed.
2. We do not include a temporary HVAC system for the building, as we assume it is not required.
3. We do not include duct cleaning or duct leakage testing, as we assume it is not required.

25-0010 – ELECTRICAL, TELEPHONE AND DATA

1. We do not include cable tray, active equipment, or 3rd party testing for voice and data scope, as we assume this is by Owner. We do not include network switches or routers, server, or network connectivity.
2. We do not include any fire alarm or intrusion alarm spare parts as the design only includes (1) new device.

31-0010 – SITE DEMO/CLEARING, EARTHWORK, AC PAVING

1. We include safe off and demo only of the existing electrical and transformer per Note 2/1-C1.0 at Ygnacio Avenue.
2. We do not include any dewatering or water discharge fees as ground water was not encountered at borings B-5 and B-6 at a depth of 20 ft and 21.5 ft per Ninyo and Moore's boring log dated 10/16, issued in the Geotechnical Evaluation and Geologic Hazards Assessment, dated 10/10/2016. Note we anticipate that our deepest excavation will be 16' for the canopy foundations; boring B-1 encountered ground water at a depth of 38 ft. Best Management Practices (BMPs) and localized dewatering for rainwater removal is included.
3. We do not include removal of any undocumented fill as it is not reported at the boring B-5 location, per Nino and Moore's Geotechnical Evaluation and Geologic Hazards Assessment, dated 10/10/2016.
4. We estimate that the site will require fill to achieve new grades. As such, we assumed that the

spoils generated on site can be utilized as back fill and fill material, without treatment. Remainder of fill is priced as recycled Class II AB. If spoils cannot be utilized on site for fill material, there will be additional costs for off haul and import of additional materials.

5. Due to the sequence of work, spoils generated by the initial clear and grub, site concrete excavations and canopy foundation piers may not be utilized as fill and we have included the costs to off haul this material. We have assumed the material can be classified as Class II cover (similarly encountered at Whittier/5328 East, 17th Street Site) and have included the associated premium costs for these spoils. Note that no soil hazard testing has been performed to date. If soil is classified as Class 1, the following premiums would apply:
 - a. Class 1 RCRA - \$210/TN
 - b. Class 1 Non-RCRA - \$150/TN
6. We do not include a soil management plan, oversight & soil sampling, as we assume this will be by Owner's consultant if required. BMPs are included.
7. We do not include monitoring, documenting, reporting of SWPPP measures associated with the Construction General Permit. We understand the District will hire a Qualified SWPPP Practitioner (QSP) to perform these activities. We do include install, maintenance and removal of SWPPP best management practices per 1-C2.2 and coordination with the District hired QSP.
8. We assumed the retaining wall running parallel with Ygnacio avenue can be demoed to a below grade elevation and left in place.
9. With respect to subgrade preparation, we have included scarifying of native material to a depth of 8 inches and moisture conditioning per Table 6 Nino and Moore's Geotechnical Evaluation and Geologic Hazards Assessment, dated 10/10/2016, and Alternate #1 per detail 2/1-C4.0. We do not include lime treatment or geotextile stabilization fabric. Lime Treatment at 3% can be performed for an additional \$130,000. Geotextile fabric can be installed for an additional \$27,000 at pavement sections.
10. We have included Alternate #1 Heavy Duty AC Pavement (4.5" AC over 17" AB) section at the drive aisle per 2/1-C4.0. We define the drive aisle as the area between parking stalls as this is not indicated on the documents.
11. We assume there are no underground tanks to be removed & have not allowed for such. We do not include removal or disposal of unknown sub-surface obstructions or debris, such as, concrete, footings, wood, plastic, conduits, pipes, tanks, wells, etc.
12. We do not include the adjustment of existing boxes and vaults to the new AC and concrete pavement grades. We have included a listed allowance for the anticipated costs of this scope of work.

31-4100 – SHORING, UNDERPINNING AND SOIL GROUTING

1. We do not include any underpinning of the adjacent buildings or site work, as we assume it is not required.

32-1600 – SITE CONCRETE

1. We do not include integral color, stained, or stamped concrete, as it is not shown in the plans. Pedestrian concrete is to be plain grey. Type A and Type B to have alternate direction medium broom finish per the Landscape drawings. We do not include any sealers or additives to the site concrete mix (i.e. Kypex, High Early, etc..) as we assume it is not required.
2. All site concrete pavement is to be standard (4 inch PCC over 6" AB) per details 3/1-C4.0 except at the two driveway locations on Ygnacio Avenue.
3. Vertical site concrete walls to have board finish per the Landscape drawings. We exclude sandblasting.

32-8000 – LANDSCAPE, IRRIGATION AND SITE FURNISHINGS

1. We exclude the irrigation system design and install as we understand this is being designed by the Landscape consultant.
2. We include the removal of (13) trees and the protection of (2) trees per the Landscape drawings.
3. We include (15) bollards per the Landscaping plans.
4. We do not include the removal and repair of the football field required to tie in the storm drain. We have included an allowance within the GMP allowance log to cover this potential scope.

33-0010 - SITE UTILITIES

1. We include removal of the existing storm drain system as depicted on 1-C1.0 note 14. We do not include underground utility relocation, abandonment or re-routing of other utilities as the extent of this scope is unknown. All associated scope will be performed on a T&M basis. We have included listed owner allowances to mitigate these costs.
2. At the storm drain tie in we include wet setting a pre-cast man hole assembly directly on top of the existing culvert. Detail B/1-C4.2 is not applicable for a 36" culvert.

01-5640 – SITE SECURITY

1. We include guard service during off hours for the duration of the project (6 months). We expect the Owner will take responsibility for site security once the Temporary Certificate of Occupancy is issued. We include guard service from 4PM to 6AM on weekdays, and 24-hour service on weekends. Holidays are included.

End of Qualifications, Assumptions & Exclusion

EXHIBIT A

CONTRACT DOCUMENT LIST

January 16, 2017

Project Manual including specifications for Fremont High School Modernization Increment #1 Bid Set, DSA Backcheck, prepared by LCA Architects Inc. dated October 17, 2017.

Drawings

1. General drawings, prepared by LCA Architects Inc., dated 6/20/2017: 1-G0.0, 1-G0.1, 1-G0.2, 1-G0.3, 1-G0.4, 1-G0.5, 1-G0.6, and 1-G0.7.
2. Civil drawings, prepared by Calchi Design Group, dated 10/17/2017: 1-C0.1, 1-C0.2, 1-C1.0, 1-C1.1, 1-C2.0, 1-C2.1, 1-C2.2, 1-C3.0, 1-C4.0, 1-C4.1, and 1-C4.2.
3. Landscape drawings, prepared by Keller Mitchell & Co., dated 10/17/2017: 1-L0.1, 1-L1.1, 1-L2.1, 1-L2.2, 1-L7.1, 1-L7.2, and 1-L7.3.
4. Architectural drawings, prepared by LCA Architects Inc., dated 6/20/2017: 1-A0.1, 1-A1.1, 1-A1.2, 1-A1.3, 1-A2.1, 1-A3.1, 1-A4.1, 1-A5.1, 1-A5.2, 1-A5.3, 1-A5.4, 1-A6.1, 1-A6.2, and 1-A6.3.
5. Structural drawings, prepared by KPW Structural Engineers Inc., dated 10/17/2017: 1-S1.0, 1-S2.1, 1-S2.2, 1-S2.3, 1-S2.4, 1-S3.1, 1-S5.1, 1-S7.1, and 1-S9.1.
6. Mechanical drawings, prepared by Guttman & Blaevoet, dated 10/13/2017: 1-M0.1, 1-M1.1, 1-M1.2, 1-M1.3, 1-M4.0, and 1-M5.0.
7. Electrical drawings, prepared by EDESIGNC, dated 6/20/2017: 1-E0.1, 1-E0.2, 1-E1.0, 1-E1.0N, 1-E1.1, 1-E1.2, 1-E4.1, 1-E5.1, 1-E7.1, and 1-E7.2.
8. PJOB Civil drawings, prepared by Calchi Design Group, dated 6/20/17: P01, P02, P03, P04, P05, P06, P07, and P08.
9. Topographic Survey, prepared by Sandis Civil Engineers Surveyors Planners, dated 8/22/16: 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, and 12.

Miscellaneous

10. Draft Material Standards – A Summary of OUSD Architectural and Material Standards, prepared

by Oakland Unified School District, dated October 31, 2017.

11. Fire Alarm System Standards, prepared by Oakland Unified School District Department of Buildings and Grounds, dated January 23, 2017.
12. Interim Fire Alarm Standards Bulletin 17-01 Carbon Monoxide Devices, prepared by Oakland Unified School District Department of Buildings and Grounds, dated June 20, 2017.
13. Interim Fire Alarm Standards Bulletin 17-02 Bosch Supervising Station Equipment, prepared by Oakland Unified School District Department of Buildings and Grounds, dated June 16, 2017.
14. Interim Fire Alarm Standards Bulletin 17-03 Simplex 4100ES Display, prepared by Oakland Unified School District Department of Buildings and Grounds, dated August 1, 2017.
15. Interim Fire Alarm Standards Bulletin 17-04 Concealed Fire Alarm Device Labels, prepared by Oakland Unified School District Department of Buildings and Grounds, dated August 1, 2017.
16. Interim Fire Alarm Standards Bulletin 17-05 Wall Mounted Notification Appliances, prepared by Oakland Unified School District Dept of Buildings and Grounds, dated September 12, 2017.
17. Intrusion Alarm System Standard, prepared by Oakland Unified School District Department of Buildings and Grounds, dated January 23, 2017.
18. OUSD Standard Network Build Specification, prepared by Oakland Unified School District, dated April 16, 2014.
19. Technology Services Data & Communications Specifications for the Oakland Unified School District, prepared by Oakland Unified School District, dated August 8, 2017.
20. Door Hardware Specification Guideline, prepared by Oakland Unified School District, dated December 2, 2014.
21. Geotechnical Evaluation and Geologic Hazards Assessment Fremont High School, prepared by Ninyo & Moore, dated October 10, 2016.
22. Pre-Demolition Hazardous Materials Survey, prepared by ACC Environmental Consultants, dated March 24, 2017.
23. Asbestos and Lead Removal Work Plan, prepared by ACC Environmental Consultants, dated November 3, 2017.

End of Document List

ATTACHMENT 3
SCHEDULE OF LEASE PAYMENTS

Amortization Schedule

Loan Amount: \$141,861.90 2.0% of GMP
Interest: 2.5% Annual
Term in
Months 12.00
Payment
Frequency Monthly

<u>Payment #</u>	<u>Total Payment</u>	<u>Principal Payment</u>	<u>Interest Payment</u>	<u>Balance</u>
				\$141,861.90
1	\$11,982.56	\$11,687.01	\$295.55	\$130,174.89
2	\$11,982.56	\$11,711.32	\$271.20	\$118,463.57
3	\$11,982.56	\$11,735.72	\$246.80	\$106,727.85
4	\$11,982.56	\$11,760.17	\$222.35	\$94,967.68
5	\$11,982.56	\$11,784.67	\$197.85	\$83,183.01
6	\$11,982.56	\$11,809.22	\$173.30	\$71,373.79
7	\$11,982.56	\$11,833.82	\$148.70	\$59,539.97
8	\$11,982.56	\$11,858.48	\$124.04	\$47,681.49
9	\$11,982.56	\$11,883.18	\$99.34	\$35,798.31
10	\$11,982.56	\$11,907.94	\$74.58	\$23,890.37
11	\$11,982.56	\$11,932.75	\$49.77	\$11,957.62
12	\$11,982.56	\$11,957.62	\$24.91	\$0.00
Totals	\$143,790.72	\$141,861.90	\$1,928.39	

EXHIBIT "2"

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.

Starts next page.

EXHIBIT "2"

ID	Task Name	Duration	Start	Finish	2017	2018	2019	2020
1	OUSD Fremont HS: Modernization & New Construction	853 days	Tue 6/20/17	Fri 10/30/20	6/20	3/28		
2	Design / Preconstruction	373 days	Tue 6/20/17	Mon 12/10/18	6/20			
3	Increment 1: New Campus Entry	178 days	Tue 6/20/17	Mon 3/5/18	6/20			
4	DSA Review & Approval	146 days	Tue 6/20/17	Tue 1/16/18	6/20			
5	DSA Review	58 days	Tue 6/20/17	Thu 9/7/17	6/20			
6	DSA Backcheck	11 days	Wed 10/4/17	Wed 10/18/17	10/4			
7	Additional Soil Analysis per DSA Comments	59 days	Thu 10/19/17	Tue 1/16/18	10/19			
8	DSA Approval	0 days	Tue 1/16/18	Tue 1/16/18	1/16			
9	Preconstruction / Estimate	107 days	Wed 9/27/17	Mon 3/5/18	9/27			
10	Board Contract Approval	0 days	Wed 9/27/17	Wed 9/27/17	9/27			
11	Pre-Con Kick-Off Meeting	0 days	Fri 9/29/17	Fri 9/29/17	9/29			
12	Receive DSA Approved Construction Documents	1 day	Fri 10/20/17	Fri 10/20/17	10/20			
13	Set up Estimate / Bid Scopes	10 days	Mon 10/23/17	Fri 11/3/17	10/23			
14	Send out Bid Invite	1 day	Thu 10/26/17	Thu 10/26/17	10/26			
15	Subcontractor Bidding	15 days	Fri 10/27/17	Thu 11/16/17	10/27			
16	Evaluate Subcontractor Bids and Assemble GMP	12 days	Thu 11/16/17	Tue 12/5/17	11/16			
17	Submit GMP to OUSD	0 days	Tue 12/5/17	Tue 12/5/17	12/5			
18	GMP Review with OUSD	30 days	Wed 12/6/17	Fri 1/19/18	12/6			
19	GMP Approval by Facilities / Submit for Board Agenda	1 day	Mon 1/22/18	Mon 1/22/18	1/22			
20	Increment #1 GMP Board Approval	1 day	Wed 2/28/18	Wed 2/28/18	2/28			
21	Notice to Proceed	0 days	Mon 3/5/18	Mon 3/5/18	3/5			
22	Increment 2: Prefab Classroom Building & Site Work	148 days	Mon 12/4/17	Fri 7/6/18	12/4			
23	Construction Documents	38 days	Mon 12/4/17	Tue 1/30/18	12/4			
24	50% CD Set to OUSD, Cost Estimator	1 day	Mon 12/4/17	Mon 12/4/17	12/4			
25	95% CD Set due from Consultants	1 day	Fri 12/22/17	Fri 12/22/17	12/22			
26	DSA Submittal Set	0 days	Tue 1/30/18	Tue 1/30/18	1/30			
27	DSA Review & Approval	51 days	Thu 2/1/18	Mon 4/16/18	2/1			
28	Submit to DSA / DSA Review & Back Check	50 days	Thu 2/1/18	Fri 4/13/18	2/1			
29	DSA Approval	1 day	Mon 4/16/18	Mon 4/16/18	4/16			
30	Preconstruction / Estimate	108 days	Thu 2/1/18	Fri 7/6/18	2/1			
31	Receive DSA Submission Set of Documents For Subcontractor Bidding	1 day	Thu 2/1/18	Thu 2/1/18	2/1			
32	Set up Estimate / Bid Scopes	10 days	Fri 2/2/18	Thu 2/15/18	2/2			
33	Send out Bid Invite	1 day	Tue 2/20/18	Tue 2/20/18	2/20			
34	Subcontractor Bidding	15 days	Wed 2/21/18	Tue 3/13/18	2/21			
35	Evaluate Subcontractor Bids and Assemble GMP	10 days	Wed 3/14/18	Tue 3/27/18	3/14			

EXHIBIT "2"

ID	Task Name	Duration	Start	Finish	2017	2018	2019	2020
36	GMP Review with OUSD	13 days	Wed 3/28/18	Fri 4/13/18		3/28	GMP Review with OUSD	
37	Due to Juanita / GMP Amendment in que for 5/23 Board Meeting	28 days	Mon 4/16/18	Wed 5/23/18		4/16	Due to Juanita / GMP Amendment in que for 5	
38	Board Approval	0 days	Wed 5/23/18	Wed 5/23/18		5/23	Board Approval	
39	Notice to Proceed	0 days	Wed 5/23/18	Wed 5/23/18		5/23	Notice to Proceed	
40	DSA Review / Final Construction Documents Change Order	30 days	Thu 5/24/18	Fri 7/6/18		5/24	DSA Review / Final Construction Documents	
41	Increment 3: Stadium, Gym, Building B	310 days	Fri 9/15/17	Mon 12/10/18	9/15		Increment 3: Stadium, Gym, Building B	
42	Design Development	10 days	Fri 9/15/17	Fri 9/29/17	9/15		Design Development	
45	Construction Documents	61 days	Fri 12/1/17	Fri 3/2/18	12/1		Construction Documents	
49	DSA Review & Approval	82 days	Mon 6/4/18	Thu 9/27/18		6/4	DSA Review & Approval	
52	Preconstruction / Estimate	132 days	Mon 6/4/18	Mon 12/10/18		6/4	Preconstruction / Estimate	
62	Construction	698 days	Tue 1/30/18	Fri 10/30/20		1/30	Construction	
63	Increment 1: Parking / Entry	161 days	Tue 1/30/18	Tue 9/18/18		1/30	Increment 1: Parking / Entry	
64	Distribute Subcontractor LOIs	10 days	Tue 1/30/18	Mon 2/12/18		1/30	Distribute Subcontractor LOIs	
65	Submittals Due From Subcontractors	20 days	Tue 2/13/18	Wed 3/14/18		2/13	Submittals Due From Subcontractors	
66	Curtain Wall Submittal Due For DSA Deferred Approval	20 days	Tue 1/30/18	Wed 2/28/18		1/30	Curtain Wall Submittal Due For DSA Deferred Approval	
67	Parking Lot	128 days	Tue 3/6/18	Tue 9/4/18		3/6	Parking Lot	
68	Setup Temp Fencing/Barricades/Signage	2 days	Tue 3/6/18	Wed 3/7/18		3/6	Setup Temp Fencing/Barricades/Signage	
69	Install Tree Protection	1 day	Thu 3/8/18	Thu 3/8/18		3/8	Install Tree Protection	
70	Install SWPPP	1 day	Fri 3/9/18	Fri 3/9/18		3/9	Install SWPPP	
71	Layout Demo	1 day	Wed 3/7/18	Wed 3/7/18		3/7	Layout Demo	
72	USA/Private USA	2 days	Tue 3/6/18	Wed 3/7/18		3/6	USA/Private USA	
73	Salvage Items/Deliver to District	2 days	Mon 3/12/18	Tue 3/13/18		3/12	Salvage Items/Deliver to District	
74	Setup Temp Power/Water	2 days	Mon 3/12/18	Tue 3/13/18		3/12	Setup Temp Power/Water	
75	Safe Off MEP's	2 days	Wed 3/14/18	Thu 3/15/18		3/14	Safe Off MEP's	
76	Demo Trees/Stumps	4 days	Thu 3/8/18	Tue 3/13/18		3/8	Demo Trees/Stumps	
77	Sawcut AC/Concrete	1 day	Thu 3/8/18	Thu 3/8/18		3/8	Sawcut AC/Concrete	
78	Demo Fencing	3 days	Thu 3/8/18	Mon 3/12/18		3/8	Demo Fencing	
79	Demo Ret/Seat Walls/Flatwork	5 days	Wed 3/14/18	Tue 3/20/18		3/14	Demo Ret/Seat Walls/Flatwork	
80	Install Construction Entrance	1 day	Wed 3/21/18	Wed 3/21/18		3/21	Install Construction Entrance	
81	Demo/Recycling/Off-Haul	2 days	Thu 3/22/18	Fri 3/23/18		3/22	Demo/Recycling/Off-Haul	
82	Demo Electrical	2 days	Mon 3/26/18	Tue 3/27/18		3/26	Demo Electrical	
83	Grub Site	2 days	Wed 3/28/18	Thu 3/29/18		3/28	Grub Site	
84	Survey Rough Grade	2 days	Fri 3/30/18	Mon 4/2/18		3/30	Survey Rough Grade	
85	Grade/Balance Site	5 days	Tue 4/3/18	Mon 4/9/18		4/3	Grade/Balance Site	
86	Survey New SD /Conc Curbs/Planters/Walls	2 days	Tue 4/10/18	Wed 4/11/18		4/10	Survey New SD /Conc Curbs/Planters/Walls	

EXHIBIT "2"

ID	Task Name	Duration	Start	Finish	2017	2018	2019	2020
87	PAF Site Concrete Mock-Ups	1 day	Tue 4/10/18	Tue 4/10/18		4/10	PAF Site Concrete Mock-Ups	
88	Layout UG Electrical and Site Light Bases	1 day	Mon 4/9/18	Mon 4/9/18		4/9	Layout UG Electrical and Site Light Bases	
89	Excavate for SD Inlet and Piping	2 days	Thu 4/12/18	Fri 4/13/18		4/12	Excavate for SD Inlet and Piping	
90	Install Trench Bedding and SD Inlets	1 day	Fri 4/13/18	Fri 4/13/18		4/13	Install Trench Bedding and SD Inlets	
91	Install SD Piping/Backfill	3 days	Mon 4/16/18	Wed 4/18/18		4/16	Install SD Piping/Backfill	
92	Excavate for UG Electrical/Drill Site Light Bases	3 days	Thu 4/19/18	Mon 4/23/18		4/19	Excavate for UG Electrical/Drill Site Light Bases	
93	Install Trench Bedding and UG Electrical Conduit	1 day	Mon 4/23/18	Mon 4/23/18		4/23	Install Trench Bedding and UG Electrical Conduit	
94	Install Site Light Base Forms/Rebar/AB's	1 day	Tue 4/24/18	Tue 4/24/18		4/24	Install Site Light Base Forms/Rebar/AB's	
95	Pour Concrete Site Light Bases	1 day	Wed 4/25/18	Wed 4/25/18		4/25	Pour Concrete Site Light Bases	
96	Backfill Conduit Trenches	1 day	Thu 4/26/18	Thu 4/26/18		4/26	Backfill Conduit Trenches	
97	Excavate for Concrete Planter and Cheek Wall Ftngs/Curbs	2 days	Fri 4/27/18	Mon 4/30/18		4/27	Excavate for Concrete Planter and Cheek Wall Ftngs/Curbs	
98	Install Irrigation Crossovers/Backfill	3 days	Fri 4/27/18	Tue 5/1/18		4/27	Install Irrigation Crossovers/Backfill	
99	Install Planter and Cheek Wall Ftng Rebar	1 day	Mon 4/30/18	Mon 4/30/18		4/30	Install Planter and Cheek Wall Ftng Rebar	
100	PAF Concrete Ftngs	1 day	Tue 5/1/18	Tue 5/1/18		5/1	PAF Concrete Ftngs	
101	1-Side Form Planter and Cheek Walls	2 days	Wed 5/2/18	Thu 5/3/18		5/2	1-Side Form Planter and Cheek Walls	
102	Install Wall Reinforcement/Inspect	1 day	Fri 5/4/18	Fri 5/4/18		5/4	Install Wall Reinforcement/Inspect	
103	Close-Up Planter and Cheek Wall Forms	2 days	Mon 5/7/18	Tue 5/8/18		5/7	Close-Up Planter and Cheek Wall Forms	
104	PAF Planter and Cheek Wall Concrete	1 day	Wed 5/9/18	Wed 5/9/18		5/9	PAF Planter and Cheek Wall Concrete	
105	Cure Concrete	3 days	Wed 5/9/18	Fri 5/11/18		5/9	Cure Concrete	
106	Strip Forms	1 day	Mon 5/14/18	Mon 5/14/18		5/14	Strip Forms	
107	Form Curbs	2 days	Tue 5/15/18	Wed 5/16/18		5/15	Form Curbs	
108	Install Curb Rebar/Inspect	1 day	Thu 5/17/18	Thu 5/17/18		5/17	Install Curb Rebar/Inspect	
109	PAF Curbs	1 day	Fri 5/18/18	Fri 5/18/18		5/18	PAF Curbs	
110	Form Fire Access Stairs	1 day	Mon 5/21/18	Mon 5/21/18		5/21	Form Fire Access Stairs	
111	Install Fire Access Stair Rebar	1 day	Tue 5/22/18	Tue 5/22/18		5/22	Install Fire Access Stair Rebar	
112	PAF Fire Access Stairs	1 day	Wed 5/23/18	Wed 5/23/18		5/23	PAF Fire Access Stairs	
113	Grade and Compact Fire Access	1 day	Thu 5/24/18	Thu 5/24/18		5/24	Grade and Compact Fire Access	
114	Form and Install Fire Access Rebar/Inspect	1 day	Fri 5/25/18	Fri 5/25/18		5/25	Form and Install Fire Access Rebar/Inspect	
115	PAF Fire Access	1 day	Tue 5/29/18	Tue 5/29/18		5/29	PAF Fire Access	
116	Setup Ygnacio Rd PJOB Barricades	1 day	Wed 5/30/18	Wed 5/30/18		5/30	Setup Ygnacio Rd PJOB Barricades	
117	Demo PJOB Walk and Driveway Approach East	8 days	Thu 5/31/18	Mon 6/11/18		5/31	Demo PJOB Walk and Driveway Approach East	
118	Grade/Compact PJOB	2 days	Thu 5/31/18	Fri 6/1/18		5/31	Grade/Compact PJOB	
119	Inspect PJOB Grade	1 day	Mon 6/4/18	Mon 6/4/18		6/4	Inspect PJOB Grade	
120	Inspect/PAF PJOB	1 day	Tue 6/5/18	Tue 6/5/18		6/5	Inspect/PAF PJOB	
121	Cure PJOB	5 days	Tue 6/5/18	Mon 6/11/18		6/5	Cure PJOB	
122	Demo PJOB Walk and Driveway Approach West	9 days	Wed 6/6/18	Mon 6/18/18		6/6	Demo PJOB Walk and Driveway Approach West	

EXHIBIT "2"

ID	Task Name	Duration	Start	Finish	2017	2018	2019	2020
123	Grade/Compact PJOB	2 days	Wed 6/6/18	Thu 6/7/18			6/6	Grade/Compact PJOB
124	Inspect PJOB Grade	1 day	Fri 6/8/18	Fri 6/8/18			6/8	Inspect PJOB Grade
125	Inspect/PAF PJOB	1 day	Mon 6/11/18	Mon 6/11/18			6/11	Inspect/PAF PJOB
126	Cure PJOB	5 days	Tue 6/12/18	Mon 6/18/18			6/12	Cure PJOB
127	Grade and Compact Parking Lot	2 days	Tue 6/19/18	Wed 6/20/18			6/19	Grade and Compact Parking Lot
128	Install AC Paving at Parking Lot	1 day	Thu 6/21/18	Thu 6/21/18			6/21	Install AC Paving at Parking Lot
129	Drill CL Fence Posts	1 day	Fri 6/22/18	Fri 6/22/18			6/22	Drill CL Fence Posts
130	Install CL Fence Posts and Pour Ftngs	1 day	Mon 6/25/18	Mon 6/25/18			6/25	Install CL Fence Posts and Pour Ftngs
131	Frame/Install CL Fence	3 days	Tue 6/26/18	Thu 6/28/18			6/26	Frame/Install CL Fence
132	Install Site Lighting	3 days	Wed 6/27/18	Fri 6/29/18			6/27	Install Site Lighting
133	install Parking Signage	2 days	Wed 6/27/18	Thu 6/28/18			6/27	install Parking Signage
134	Excavate Southeast Area Cheekwall/Planter Footings	2 days	Fri 6/22/18	Mon 6/25/18			6/22	Excavate Southeast Area Cheekwall/Planter
135	Install Fng Reinforcement/Inspect	1 day	Tue 6/26/18	Tue 6/26/18			6/26	Install Fng Reinforcement/Inspect
136	PAF Ftngs	1 day	Wed 6/27/18	Wed 6/27/18			6/27	PAF Ftngs
137	1-Side Form SE Planter and Cheek Walls	2 days	Thu 6/28/18	Fri 6/29/18			6/28	1-Side Form SE Planter and Cheek Walls
138	Install Wall Reinforcement/Inspect	2 days	Mon 7/2/18	Tue 7/3/18			7/2	Install Wall Reinforcement/Inspect
139	Close-Up SE Cheek Wall and Planter forms	2 days	Thu 7/5/18	Fri 7/6/18			7/5	Close-Up SE Cheek Wall and Planter forms
140	PAF SE Cheek and Planter Walls	2 days	Mon 7/9/18	Tue 7/10/18			7/9	PAF SE Cheek and Planter Walls
141	Cure Concrete	3 days	Tue 7/10/18	Thu 7/12/18			7/10	Cure Concrete
142	Strip Forms	1 day	Fri 7/13/18	Fri 7/13/18			7/13	Strip Forms
143	Waterproof Concrete Planters	4 days	Thu 7/12/18	Tue 7/17/18			7/12	Waterproof Concrete Planters
144	Excavate/Grade for SE Stairs/Ramps	2 days	Mon 7/16/18	Tue 7/17/18			7/16	Excavate/Grade for SE Stairs/Ramps
145	Form SE Stairs	3 days	Tue 7/17/18	Thu 7/19/18			7/17	Form SE Stairs
146	Install/Inspect Stair Reinforcement	1 day	Fri 7/20/18	Fri 7/20/18			7/20	Install/Inspect Stair Reinforcement
147	PAF SE Stairs	1 day	Mon 7/23/18	Mon 7/23/18			7/23	PAF SE Stairs
148	Excavate/Install for Gate Security UG Conduits	2 days	Mon 7/16/18	Tue 7/17/18			7/16	Excavate/Install for Gate Security UG Condu
149	Drill HSS Col Piers at New Entry/Inspect Pier	1 day	Wed 7/18/18	Wed 7/18/18			7/18	Drill HSS Col Piers at New Entry/Inspect Pie
150	Install New Cols w/ Rebar Cage	1 day	Thu 7/19/18	Thu 7/19/18			7/19	Install New Cols w/ Rebar Cage
151	Plumb/Line New Cols	1 day	Fri 7/20/18	Fri 7/20/18			7/20	Plumb/Line New Cols
152	Place Col Pier Concrete/Inspect	1 day	Mon 7/23/18	Mon 7/23/18			7/23	Place Col Pier Concrete/Inspect
153	Drill Gate System/Guardrail/Bollard Ftngs	2 days	Tue 7/24/18	Wed 7/25/18			7/24	Drill Gate System/Guardrail/Bollard Ftngs
154	Install Gate Posts, Guardrail, and Bollards	1 day	Thu 7/26/18	Thu 7/26/18			7/26	Install Gate Posts, Guardrail, and Bollards
155	PAF Ftngs Gate Posts/Guardrails/Bollards	1 day	Fri 7/27/18	Fri 7/27/18			7/27	PAF Ftngs Gate Posts/Guardrails/Bollards
156	Fine Grade SE Area Flatwork/Ramps	2 days	Mon 7/30/18	Tue 7/31/18			7/30	Fine Grade SE Area Flatwork/Ramps
157	Install Expansion Joints	2 days	Tue 7/31/18	Wed 8/1/18			7/31	Install Expansion Joints
158	Install Flatwork/Ramp Reinforcement	1 day	Thu 8/2/18	Thu 8/2/18			8/2	Install Flatwork/Ramp Reinforcement

EXHIBIT "2"

ID	Task Name	Duration	Start	Finish	2017	2018	2019	2020
159	Form SOG Shutoff for New Entry Structural	2 days	Thu 8/2/18	Fri 8/3/18			8/2	Form SOG Shutoff for New Entry Structural
160	Form Colorband Shutoffs	2 days	Thu 8/2/18	Fri 8/3/18			8/2	Form Colorband Shutoffs
161	PAF Main Flatwork/Ramps	1 day	Mon 8/6/18	Mon 8/6/18			8/6	PAF Main Flatwork/Ramps
162	Strip Colorband Forms	1 day	Tue 8/7/18	Tue 8/7/18			8/7	Strip Colorband Forms
163	PAF Colorbands	1 day	Wed 8/8/18	Wed 8/8/18			8/8	PAF Colorbands
164	Layout/Core for SE Handrails	2 days	Tue 8/7/18	Wed 8/8/18			8/7	Layout/Core for SE Handrails
165	Install Handrails/Guardrails	2 days	Thu 8/9/18	Fri 8/10/18			8/9	Install Handrails/Guardrails
166	Light Sandblast Stairs/Bands	2 days	Mon 8/13/18	Tue 8/14/18			8/13	Light Sandblast Stairs/Bands
167	Install Gates/Fencing	4 days	Tue 8/14/18	Fri 8/17/18			8/14	Install Gates/Fencing
168	Install Gate Security System	6 days	Thu 8/16/18	Thu 8/23/18			8/16	Install Gate Security System
169	Install Entry Gate Signage	2 days	Fri 8/17/18	Mon 8/20/18			8/17	Install Entry Gate Signage
170	Install Bikeracks/Skateboard Racks/Skateboard Protection	2 days	Wed 8/15/18	Thu 8/16/18			8/15	Install Bikeracks/Skateboard Racks/Skateboard Protection
171	Site Concrete EJ Caulking	3 days	Fri 8/17/18	Tue 8/21/18			8/17	Site Concrete EJ Caulking
172	Site Landscaping	10 days	Mon 8/6/18	Fri 8/17/18			8/6	Site Landscaping
173	Install Irrigation	3 days	Mon 8/6/18	Wed 8/8/18			8/6	Install Irrigation
174	Install Soil Ammendments at Planters	2 days	Thu 8/9/18	Fri 8/10/18			8/9	Install Soil Ammendments at Planters
175	Install Planting	4 days	Mon 8/13/18	Thu 8/16/18			8/13	Install Planting
176	Pretest Irrigation	1 day	Fri 8/17/18	Fri 8/17/18			8/17	Pretest Irrigation
177	Site Punch List	7 days	Fri 8/24/18	Tue 9/4/18			8/24	Site Punch List
178	Site Punch Walk	2 days	Fri 8/24/18	Mon 8/27/18			8/24	Site Punch Walk
179	Site Punch Corrections	5 days	Mon 8/27/18	Fri 8/31/18			8/27	Site Punch Corrections
180	Back Punch Walk	1 day	Tue 9/4/18	Tue 9/4/18			9/4	Back Punch Walk
181	Admin Entry - Interior	73 days	Mon 2/26/18	Thu 6/7/18		2/26	Admin Entry - Interior	
182	OUSD Moves Out	5 days	Mon 2/26/18	Fri 3/2/18		2/25	OUSD Moves Out	
183	Install Floor/Wall /Door Protection	5 days	Mon 3/5/18	Fri 3/9/18		3/5	Install Floor/Wall /Door Protection	
184	Demo	10 days	Mon 3/12/18	Fri 3/23/18		3/12	Demo	
185	Layout Concrete Demo at Existing Stl Cols	1 day	Mon 3/26/18	Mon 3/26/18		3/26	Layout Concrete Demo at Existing Stl Cols	
186	Layout for Shotcrete (SC) Surface Roughening	1 day	Mon 3/26/18	Mon 3/26/18		3/26	Layout for Shotcrete (SC) Surface Roughening	
187	Certify Shotcrete Nozzleman	1 day	Tue 3/27/18	Tue 3/27/18		3/27	Certify Shotcrete Nozzleman	
188	Demo Conc at Existing Stl Cols	2 days	Tue 3/27/18	Wed 3/28/18		3/27	Demo Conc at Existing Stl Cols	
189	Roughen Existing Concrete for New SC	4 days	Tue 3/27/18	Fri 3/30/18		3/27	Roughen Existing Concrete for New SC	
190	Inspect/Weld Rebar to Existing Steel Cols	1 day	Thu 3/29/18	Thu 3/29/18		3/29	Inspect/Weld Rebar to Existing Steel Cols	
191	Drill for Epoxy Dowels/SC/Existing Openings	5 days	Thu 3/29/18	Wed 4/4/18		3/29	Drill for Epoxy Dowels/SC/Existing Openings	
192	Inspect/Install Epoxy Dowels/SC/Existing Openings	5 days	Thu 4/5/18	Wed 4/11/18		4/5	Inspect/Install Epoxy Dowels/SC/Existing Openings	
193	Pull Test Epoxy Dowels	2 days	Thu 4/12/18	Fri 4/13/18		4/12	Pull Test Epoxy Dowels	

EXHIBIT "2"

ID	Task Name	Duration	Start	Finish	2017	2018	2019	2020
194	Form SC/Existing Openings	5 days	Thu 4/5/18	Wed 4/11/18		4/5	Form SC/Existing Openings	
195	Install SC/Existing Opening Rebar	3 days	Mon 4/16/18	Wed 4/18/18		4/16	Install SC/Existing Opening Rebar	
196	Inspect Rebar	1 day	Wed 4/18/18	Wed 4/18/18		4/18	Inspect Rebar	
197	PAF Shotcrete	1 day	Thu 4/19/18	Thu 4/19/18		4/19	PAF Shotcrete	
198	Strip Forms/SC Cleanup	2 days	Fri 4/20/18	Mon 4/23/18		4/20	Strip Forms/SC Cleanup	
199	Layout Framing/Duct Penetrations/Electrical Panel Openings/Backing	1 day	Mon 3/26/18	Mon 3/26/18		3/26	Layout Framing/Duct Penetrations/Electrical Panel	
200	Install New Framing/Backing	7 days	Mon 3/26/18	Tue 4/3/18		3/26	Install New Framing/Backing	
201	Install Concrete Wall Furring	1 day	Tue 4/24/18	Tue 4/24/18		4/24	Install Concrete Wall Furring	
202	Install Conference Room Window Wall	3 days	Wed 4/4/18	Fri 4/6/18		4/4	Install Conference Room Window Wall	
203	Inspect Wall Framing	1 day	Tue 4/24/18	Tue 4/24/18		4/24	Inspect Wall Framing	
204	Install Overhead MEP Rough-In	10 days	Mon 4/2/18	Fri 4/13/18		4/2	Install Overhead MEP Rough-In	
205	MEP Wall Rough In/Plumbing Vent Relocation	10 days	Tue 4/3/18	Mon 4/16/18		4/3	MEP Wall Rough In/Plumbing Vent Relocation	
206	Frame Suspended Drywall Ceilings	3 days	Mon 4/16/18	Wed 4/18/18		4/16	Frame Suspended Drywall Ceilings	
207	Stock Drywall	1 day	Wed 4/18/18	Wed 4/18/18		4/18	Stock Drywall	
208	Inspect OH MEP/Suspended Ceiling Framing	1 day	Mon 4/16/18	Mon 4/16/18		4/16	Inspect OH MEP/Suspended Ceiling Framing	
209	Install Suspended Drywall on Ceilings	4 days	Thu 4/19/18	Tue 4/24/18		4/19	Install Suspended Drywall on Ceilings	
210	1-Side Drywall at Walls	2 days	Wed 4/25/18	Thu 4/26/18		4/25	1-Side Drywall at Walls	
211	Insulate Walls	2 days	Fri 4/27/18	Mon 4/30/18		4/27	Insulate Walls	
212	Inspect for Walls for Close-In	1 day	Tue 5/1/18	Tue 5/1/18		5/1	Inspect for Walls for Close-In	
213	Install 2nd Side Drywall	3 days	Wed 5/2/18	Fri 5/4/18		5/2	Install 2nd Side Drywall	
214	Tape/Finish/Sand New Drywall	6 days	Mon 5/7/18	Mon 5/14/18		5/7	Tape/Finish/Sand New Drywall	
215	Prime/Paint New Drywall	5 days	Wed 5/9/18	Tue 5/15/18		5/9	Prime/Paint New Drywall	
216	Install Floor Moisture Mitigation	5 days	Fri 5/11/18	Thu 5/17/18		5/11	Install Floor Moisture Mitigation	
217	Install Acoustical Ceilings	5 days	Tue 5/15/18	Mon 5/21/18		5/15	Install Acoustical Ceilings	
218	Install Suspended Wood Ceiling	5 days	Fri 5/18/18	Thu 5/24/18		5/18	Install Suspended Wood Ceiling	
219	Install AC MEP Trim	5 days	Fri 5/25/18	Fri 6/1/18		5/25	Install AC MEP Trim	
220	Inspect for Ceiling Tile Drop	1 day	Fri 6/1/18	Fri 6/1/18		6/1	Inspect for Ceiling Tile Drop	
221	Install Ceiling Tiles	2 days	Fri 6/1/18	Mon 6/4/18		6/1	Install Ceiling Tiles	
222	Install Doors and Hardware	1 day	Wed 5/30/18	Wed 5/30/18		5/30	Install Doors and Hardware	
223	Install Casework/Tempered Glazing Museum Casework	5 days	Wed 5/16/18	Tue 5/22/18		5/16	Install Casework/Tempered Glazing Museum C	
224	Install Chair Rail/Wood Baseboard	2 days	Wed 5/16/18	Thu 5/17/18		5/16	Install Chair Rail/Wood Baseboard	
225	Install Solid Surface Countertops and Wall Protection	5 days	Fri 5/18/18	Thu 5/24/18		5/18	Install Solid Surface Countertops and Wall Pro	
226	MEP Wall Trim-Out/Assistive Listening Device	5 days	Wed 5/16/18	Tue 5/22/18		5/16	MEP Wall Trim-Out/Assistive Listening Device	
227	Install Wood Panel Wall	3 days	Wed 5/16/18	Fri 5/18/18		5/16	Install Wood Panel Wall	
228	Install Finish Floors	7 days	Fri 5/18/18	Tue 5/29/18		5/18	Install Finish Floors	

EXHIBIT "2"

ID	Task Name	Duration	Start	Finish	2017	2018	2019	2020
229	Install Recessed Fire Ext Cabs/SS Corner Guards	1 day	Wed 5/16/18	Wed 5/16/18		5/16	Install Recessed Fire Ext Cabs/SS Corner Guards	
230	Install Flat Screen TV	1 day	Mon 5/21/18	Mon 5/21/18		5/21	Install Flat Screen TV	
231	Install Tack Wall	5 days	Thu 5/24/18	Thu 5/31/18		5/24	Install Tack Wall	
232	Construction Cleanup	3 days	Tue 6/5/18	Thu 6/7/18		6/5	Construction Cleanup	
233	Existing Roof at New Entry	10 days	Mon 3/26/18	Fri 4/6/18		3/26	Existing Roof at New Entry	
234	Demo Existing Skylights/Mech Fan	2 days	Mon 3/26/18	Tue 3/27/18		3/26	Demo Existing Skylights/Mech Fan	
235	Patch Existing Openings	3 days	Wed 3/28/18	Fri 3/30/18		3/28	Patch Existing Openings	
236	Demo for New Skylights	1 day	Mon 4/2/18	Mon 4/2/18		4/2	Demo for New Skylights	
237	Install New Skylights	2 days	Tue 4/3/18	Wed 4/4/18		4/3	Install New Skylights	
238	Roofing	2 days	Thu 4/5/18	Fri 4/6/18		4/5	Roofing	
239	Admin Entry - Exterior	66 days	Tue 4/24/18	Thu 7/26/18		4/24	Admin Entry - Exterior	
240	Install Site Concrete SOG Protection	2 days	Tue 4/24/18	Wed 4/25/18		4/24	Install Site Concrete SOG Protection	
241	Excavate for Entry SOG	1 day	Thu 4/26/18	Thu 4/26/18		4/26	Excavate for Entry SOG	
242	Compact New Subgrade	1 day	Fri 4/27/18	Fri 4/27/18		4/27	Compact New Subgrade	
243	Roughen Existing SOG	2 days	Mon 4/30/18	Tue 5/1/18		4/30	Roughen Existing SOG	
244	Drill For Epoxy SOG Dowels	1 day	Wed 5/2/18	Wed 5/2/18		5/2	Drill for Epoxy SOG Dowels	
245	Form SOG/Curbs	2 days	Wed 5/2/18	Thu 5/3/18		5/2	Form SOG/Curbs	
246	Inspect/Install Epoxy Rebar Dowels	1 day	Fri 5/4/18	Fri 5/4/18		5/4	Inspect/Install Epoxy Rebar Dowels	
247	Pull Test Rebar Dowels	1 day	Mon 5/7/18	Mon 5/7/18		5/7	Pull Test Rebar Dowels	
248	Install SOG Vapor Barrier	1 day	Tue 5/8/18	Tue 5/8/18		5/8	Install SOG Vapor Barrier	
249	Install Rebar SOG/Thickened Edge/Curb Dowels	1 day	Wed 5/9/18	Wed 5/9/18		5/9	Install Rebar SOG/Thickened Edge/Curb Dowels	
250	Inspect SOG Rebar	1 day	Wed 5/9/18	Wed 5/9/18		5/9	Inspect SOG Rebar	
251	PAF SOG/Curbs	1 day	Thu 5/10/18	Thu 5/10/18		5/10	PAF SOG/Curbs	
252	PAF Exterior Site Concrete (complete to shutoff)	1 day	Fri 5/11/18	Fri 5/11/18		5/11	PAF Exterior Site Concrete (complete to shutoff)	
253	Strip Forms	1 day	Fri 5/11/18	Fri 5/11/18		5/11	Strip Forms	
254	Light Sandblast Ext SOG	1 day	Mon 5/14/18	Mon 5/14/18		5/14	Light Sandblast Ext SOG	
255	Install 2 New HSS Coils	2 days	Tue 5/15/18	Wed 5/16/18		5/15	Install 2 New HSS Coils	
256	Erect Canopy Structural Steel	5 days	Thu 5/17/18	Wed 5/23/18		5/17	Erect Canopy Structural Steel	
257	Install HSS Bracing	5 days	Wed 5/23/18	Wed 5/30/18		5/23	Install HSS Bracing	
258	Install Channel for Light Fixtures	3 days	Wed 5/30/18	Fri 6/1/18		5/30	Install Channel for Light Fixtures	
259	Erect Scaffold	2 days	Wed 5/30/18	Thu 5/31/18		5/30	Erect Scaffold	
260	Inspect/Bolt/Weld Structure Complete	4 days	Tue 5/29/18	Fri 6/1/18		5/29	Inspect/Bolt/Weld Structure Complete	
261	Install Canopy Bent Plate	3 days	Mon 6/4/18	Wed 6/6/18		6/4	Install Canopy Bent Plate	
262	Install Canopy Roof Decking Z-Clips	3 days	Tue 6/5/18	Thu 6/7/18		6/5	Install Canopy Roof Decking Z-Clips	
263	Install Canopy Roof Decking	2 days	Fri 6/8/18	Mon 6/11/18		6/8	Install Canopy Roof Decking	
264	Install Canopy Ceiling Hat-Channel Furring	3 days	Tue 6/12/18	Thu 6/14/18		6/12	Install Canopy Ceiling Hat-Channel Furring	

EXHIBIT "2"

ID	Task Name	Duration	Start	Finish	2017	2018	2019	2020
265	Rough in Canopy Electrical	3 days	Thu 6/14/18	Mon 6/18/18			6/14	Rough in Canopy Electrical
266	Inspect Canopy Ceiling Rough-In	1 day	Mon 6/18/18	Mon 6/18/18			6/18	Inspect Canopy Ceiling Rough-In
267	Install Entry Canopy Fiber Cement Ceiling Panels	3 days	Tue 6/19/18	Thu 6/21/18			6/19	Install Entry Canopy Fiber Cement Ceiling Panels
268	Prime/Paint Steel Canopy/Ceiling	5 days	Thu 6/21/18	Wed 6/27/18			6/21	Prime/Paint Steel Canopy/Ceiling
269	Install Curtain Wall Corner Flashing and SASM	1 day	Fri 6/22/18	Fri 6/22/18			6/22	Install Curtain Wall Corner Flashing and SASM
270	Insulate Exterior Wall	1 day	Fri 6/22/18	Fri 6/22/18			6/22	Insulate Exterior Wall
271	Install Corner Framing/ Wall Panels	3 days	Mon 6/25/18	Wed 6/27/18			6/25	Install Corner Framing/ Wall Panels
272	Install Curtain Wall GSM Sill Flashing	2 days	Wed 6/27/18	Thu 6/28/18			6/27	Install Curtain Wall GSM Sill Flashing
273	Install Curtain Wall System	8 days	Fri 6/29/18	Wed 7/11/18			6/29	Install Curtain Wall System
274	Water Test Curtain Wall System	2 days	Thu 7/12/18	Fri 7/13/18			7/12	Water Test Curtain Wall System
275	Install Light Fixtures	4 days	Mon 7/16/18	Thu 7/19/18			7/16	Install Light Fixtures
276	Punch Walk	1 day	Fri 7/20/18	Fri 7/20/18			7/20	Punch Walk
277	Punch List Corrections	5 days	Fri 7/20/18	Thu 7/26/18			7/20	Punch List Corrections
278	Back Punch	1 day	Thu 7/26/18	Thu 7/26/18			7/26	Back Punch
279	Rain Delays	10 days	Wed 9/5/18	Tue 9/18/18			9/5	Rain Delays
280	OUSD Re-Occupies	0 days	Tue 9/18/18	Tue 9/18/18			9/18	OUSD Re-Occupies
281	Increment 2: Project Frog 12-pack and Site Work	243 days	Tue 5/29/18	Tue 5/14/19			5/29	Increment 2: Project Frog 12-pack and Site Work
282	Sitework	59 days	Tue 5/29/18	Mon 8/20/18			5/29	Sitework
310	Foundation	37 days	Tue 8/21/18	Thu 10/11/18			8/21	Foundation
327	Structure / Rough-In	98 days	Wed 10/10/18	Mon 3/4/19			10/10	Structure / Rough-In
369	Interior	82 days	Thu 12/6/18	Thu 4/4/19			12/6	Interior
413	Turnover	37 days	Fri 3/8/19	Mon 4/29/19			3/8	Turnover
426	Exterior Sitework/Building Egress	51 days	Tue 3/5/19	Tue 5/14/19			3/5	Exterior Sitework/Building Egress
465	Increment 3: Gym, Bldg B, Stadium/Field	602 days	Mon 6/18/18	Fri 10/30/20			6/18	Increment 3: Gym, Bldg B, Stadium/Field
466	Demo Portables	15 days	Mon 6/18/18	Mon 7/9/18			6/18	Demo Portables
470	New Gym	370 days	Fri 10/12/18	Wed 4/1/20			10/12	New Gym
471	Foundation	94 days	Fri 10/12/18	Thu 2/28/19			10/12	Foundation
489	Structure / Rough-In	94 days	Thu 2/28/19	Wed 7/10/19			2/28	Structure / Rough-In
498	Exterior & Roofing	156 days	Fri 6/14/19	Mon 1/27/20			6/14	Exterior & Roofing
514	Interior	188 days	Tue 5/21/19	Tue 2/18/20			5/21	Interior
550	Turnover	31 days	Wed 2/19/20	Wed 4/1/20			2/19	Turnover
562	Demo Exist. Gym	42 days	Thu 4/2/20	Tue 6/2/20			4/2	Demo Exist. Gym
572	Gym Lobby	108 days	Wed 6/3/20	Fri 10/30/20			6/3	Gym Lobby
573	Foundation	52 days	Wed 6/3/20	Thu 8/13/20			6/3	Foundation
589	Structure	16 days	Fri 8/14/20	Fri 9/4/20			8/14	Structure
594	Exterior	25 days	Mon 8/24/20	Fri 9/25/20			8/24	Exterior

EXHIBIT "2"

ID	Task Name	Duration	Start	Finish	2017		2018		2019		2020	
600	Interior	40 days	Fri 8/28/20	Thu 10/22/20							8/28	In
629	Turnover	18 days	Wed 10/7/20	Fri 10/30/20							10/7	T
640	Stadium	92 days	Wed 6/3/20	Thu 10/8/20							6/3	St
670	Building B Modernization	340 days	Mon 6/10/19	Fri 10/9/20					6/10			Bu
671	Level 1	293 days	Mon 6/10/19	Wed 8/5/20					6/10			Level
727	Level 2	181 days	Fri 7/5/19	Tue 3/24/20					7/5			Level 2
764	Roof	47 days	Tue 9/3/19	Wed 11/6/19					9/3			Roof
775	Turnover	62 days	Thu 7/16/20	Fri 10/9/20							7/16	Tu
785	Project Completion	0 days	Fri 10/30/20	Fri 10/30/20							10/30	P

EXHIBIT "3"

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.

OUSD Fremont High School - Increment #1

GMP Estimate

Owner: Oakland Unified School District
 Architect: LCA Architects & Quattrochi Kwok
 Start Date: Q1 2018
 Duration: approximately 6.5 Months

As of February 15, 2018
 **Access Project Prog Material Costs

Line Item Description	BEST COST				Subcontractor
	Increment 1 GMP 12/18/17	LSE	SLSE	SLRSE	
02-4000 Building Demolition and Abatement	\$118,126	\$48,766	\$0	\$35,832	Bluewater Environmental
03-3100 Concrete	\$119,466	\$17,256	\$0	\$12,461	Joseph J Albanese
03-5400 Gyprocite	\$0	\$0	\$0	\$0	No Scope
04-2300 Masonry	\$0	\$0	\$0	\$0	No Scope
05-1000 Structure Steel, Metal Stairs, and Misc. Iron	\$505,097	\$55,462	\$94,862	\$25,694	North American & Cash W/C
06-3010 Rough Carpentry	\$76,120	\$11,496	\$0	\$38,634	Light Frame Construction
06-3000 Finish Carpentry	\$128,892	\$9,623	\$0	\$6,968	SK Mill
07-2300 Insulation and Fireproofing	\$6,542	\$1,948	\$0	\$1,944	Alcat
07-2000 Roofing and Waterproofing	\$108,229	\$15,220	\$0	\$11,021	Waterproofing Associates
07-6000 Sheet Metal, Flashing, Louvers and Etc Its	\$48,832	\$16,436	\$0	\$11,908	Marina Mechanical
07-9000 Scaffolds and Climbing	\$15,000	\$6,700	\$0	\$6,900	Allowance
08-1000 Doors, Frames and Hardware	\$4,250	\$2,465	\$0	\$1,765	CP/I
08-3300 Overhead Ceiling Doors	\$0	\$0	\$0	\$0	No Scope
08-4000 Windows, Storefronts, Glazing and Sights	\$205,857	\$18,800	\$0	\$13,667	R&S Glazing
09-2200 Metal Stud Framing, Drywall and Fireproofing	\$109,979	\$18,342	\$0	\$13,281	MGW Drywall
09-2400 Exterior Finish, EIFC	\$16,150	\$5,667	\$0	\$4,268	SLK allowance
09-3000 Tile and Stone	\$0	\$0	\$0	\$0	No Scope
09-4000 Acoustics and Wood Slat Ceilings	\$47,291	\$19,474	\$24,000	\$9,757	Acoustics by the Bay
09-6400 Flooring - Carpet, Resilient, Wood	\$18,816	\$34,861	\$0	\$3,855	Anderson Flooring
09-9000 Painting	\$56,636	\$14,000	\$31,500	\$10,138	Picture Perfect Painting
10-0010 Misc. Specialties and Equipment	\$16,204	\$2,786	\$0	\$2,019	Reberber Glendon, Padar
10-1400 Signage	\$31,182	\$2,426	\$0	\$1,756	Priority Arch Graphics
10-2800 Toilet, Bath Accessories, Partitions	\$5,642	\$3,272	\$0	\$2,968	CP/I
10-6100 Pest Control	\$0	\$0	\$0	\$0	No Scope
11-2400 Exterior Building Maintenance System	\$0	\$0	\$0	\$0	No Scope
11-3100 Kitchen and Laundry Appliances	\$0	\$0	\$0	\$0	No Scope
12-2000 Window Treatments	\$0	\$0	\$0	\$0	No Scope
13-4200 Modular Construction**	\$468,000	\$5,742	\$0	\$4,358	Project Prog Material Procurement
14-2000 Elevators	\$0	\$0	\$0	\$0	No Scope
21-0010 Fire Sprinklers	\$0	\$0	\$0	\$0	No Scope
22-0010 Plumbing	\$0	\$0	\$0	\$0	Minor - Included in FAC below
23-0010 HVAC	\$89,856	\$25,147	\$1,708	\$18,218	Henderscheid E. Walker Plumb
25-0010 Electrical, Telephone and Data	\$382,739	\$356,209	\$0	\$36,524	Design Electric
26-3000 Solar Panels - PV and Solar Hot Water	\$0	\$0	\$0	\$0	No Scope
31-0010 Earthwork, Site Clearing, AC Paving	\$727,740	\$144,222	\$478,000	\$204,497	D-Line
31-4100 Shoring, Underpinning and Soil Grouting	\$0	\$0	\$0	\$0	No Scope
31-6000 Drilled Piers, Caissons, Tie Beams and Piles	\$0	\$0	\$0	\$0	No Scope
32-3000 Asphalt Paving and Sealing (in Earthwork)	\$0	\$0	\$0	\$0	in Earthwork - Line 31-2000
32-1600 Site Concrete	\$1,348,482	\$77,825	\$0	\$55,094	J J Albanese
32-6000 Landscape, Irrigation and Site Furnishings	\$278,770	\$220,544	\$0	\$38,226	RVT Landscaping
33-0010 Site Utilities	\$226,811	\$82,251	\$85,000	\$58,561	D-Line
01-6416 Personnel Hoist	\$0	\$0	\$0	\$0	No Scope
01-6450 Crane Service	\$11,000	\$8,700	\$0	\$6,900	Allowance
01-6450 Scaffold	\$16,127	\$6,982	\$0	\$4,628	Normal Scaffolding

EXHIBIT "3"

Line Item Description	Increment 1 CMP 12/18/17	LBE	SLBE	SRLBE	Subcontractor
01-5640 Site Security	\$89,957	\$1,342	\$0	\$88,614	Elite Security
01-7423 Final Cleaning	\$11,901	\$4,195		\$7,706	Capital Sdg
SUBTOTAL	\$5,309,023	\$1,213,416	\$717,070	\$673,262	
General Conditions	\$838,256				
Oakland City Tax 0.18%	\$11,047				
Builder's Risk Insurance	\$92,491				
Liability Insurance 1.40%	\$66,531				
Contractor's Fee 5.00%	\$313,964				
G.C. Bond 0.62%	\$40,600				
SUBTOTAL	\$6,621,452				
Escalation 0.00%	\$0				
Developer Contingency 2.00%	\$132,420				
Overtime/ Hold Allowance 0.50%	\$33,768				
District Allowance 4.50%	\$305,444				
GRAND TOTAL	\$7,093,085				

LBE SLBE SRLBE
 26% 15% 14%
 56% OVERALL

EXHIBIT "4"

REGISTERED SUBCONTRACTORS LIST
(Labor Code Section 1771.1)

PROJECT: Fremont High School New Construction Project

Date Submitted (for Updates): _____

Developer acknowledges and agrees that it must clearly set forth below the name and Department of Industrial Relations (DIR) registration number of each subcontractor **for all tiers** who will perform work or labor or render service to Developer or its subcontractors in or about the construction of the Work **at least two (2) weeks before the subcontractor is scheduled to perform work**. This document is to be updated as all tiers of subcontractors are identified.

Developer acknowledges and agrees that, if Developer fails to list as to any subcontractor of any tier who performs any portion of Work, the Contract is subject to cancellation and the Developer will be subjected to penalty under applicable law.

If further space is required for the list of proposed subcontractors, attach additional copies of page 2 showing the required information, as indicated below.

Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

EXHIBIT "4"

Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Date: _____

Name of Developer: Cahill/Focon Joint Venture

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

EXHIBIT "5"

DEDUCTIBLE GUARANTEE

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the governing board ("Board") of the Oakland Unified School District ("District") and Cahill/Focon Joint Venture ("Principal") have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to perform the following project:

Fremont High School New Construction Project

("Project" or "Contract") which Contract dated _____, 2017, and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof; and

WHEREAS, under the Contract, the Principal is required to procure and maintain Commercial General Liability ("CGL") insurance in compliance with the requirements and limits set by the Contract, and to require its Subcontractor(s), if any, to procure and maintain CGL insurance in compliance with the requirements and minimum limits as set by the Contract;

WHEREAS, under the Contract, the Principal's deductible for its CGL insurance may exceed Five Thousand Dollars (\$5,000)—but in no event exceed One Hundred Thousand Dollars (\$100,000)—if the Principal, before entering upon performance of the work, furnishes a guarantee for the payment of its deductible, and for the deductible(s) under the CGL insurance policies of its Subcontractor(s).

NOW, THEREFORE, the Principal and **Cahill Contractors, LLC** ("Guarantor") are held and firmly bound to the Board of the District in the sum of One Million Dollars (\$1,000,000), lawful money of the United States, for the payment of which sum well and truly to be made Principal and Guarantor each bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents, to:

- Promptly pay Principal's deductible for its CGL insurance for the Project, whenever required by its insurance policy, on behalf of District and all additional insureds; and
- Promptly pay each of Principal's Subcontractors' deductibles for their CGL insurance for the Project, whenever required by their insurance policies, on behalf of District and all additional insureds.

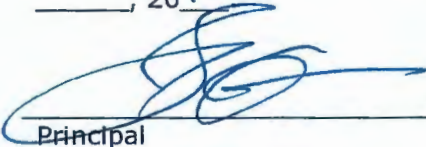
The condition of this obligation is such that if the Principal or any of Principal's Subcontractors, or the heirs, executors, administrators, successors, or assigns of any, all, or either of them shall fail to promptly pay the deductible(s) for CGL insurance for the Project, that the Guarantor will pay the same in an amount not exceeding the amount herein above set forth, and also in case suit is brought upon this guarantee, will pay District's reasonable attorney's fees to be awarded and fixed by the Court, and to be taxed as costs and to be included in the judgment therein rendered.

EXHIBIT "5"

Should the condition of this guarantee be fully performed, then this obligation shall become null and void; otherwise it shall be and remain in full force and affect.

And the Guarantor, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of Contract or the specifications accompanying the same shall in any manner affect its obligations on this guarantee, and it does hereby waive notice of any such change, extension, alteration, or addition.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Guarantor above named, on the 12TH day of FEBRUARY, 2012



Principal

BLAIR ALLISON
By CAHILL/ROGAN P.V.



Guarantor

BLAIR ALLISON
By EXEC. V.P. / CAHILL CONTRACTORS LLC

END OF DOCUMENT

JOINT VENTURE AGREEMENT

This Joint Venture Agreement made and entered into as of the 3/1/2017, by and between:

CAHILL CONTRACTORS, LLC ("Cahill") and Focon, Inc. (Focon) the aforesaid parties being herein sometimes referred to singly as a "Joint Venture" and collectively as "Joint Venturers";

WITNESSESTH;

WHEREAS, the Joint Venturers intend to submit a Proposal to Oakland Unified School District (OUSD) ("Owner") for construction of the Fremont High School Modernization, CA (the "Project") and

WHEREAS, the parties desire to form a joint venture to submit a joint Proposal (hereinafter referred to as the "Proposal") and if the Proposal is accepted, to enter into a Contract for the performance of such construction work (hereinafter) referred to as the "Contract") with the Owner;

WHEREAS, the parties desire to enter into an agreement in order to fix and define between themselves their respective rights, obligations, interested and liabilities in connection with the submission of the Proposal and performance of the Contract in the event that it is awarded to them.

NOW THEREFORE, in consideration of the mutual promises and agreements herein set forth, the parties hereby to and do hereby constitute themselves as Joint Venturers for the purpose of submitting the Proposal to the Owner for the performance of the Contract and for the further purpose of performing and completing the Contract in the event that it is awarded to the Joint Venture after the acceptance of the Proposal, and the parties hereby agree that the Proposal shall be submitted and the Contract, if awarded to the Joint Venture, shall be performed and completed by them as a Joint Venture subject to the following terms and conditions:

- 1) The Proposal shall be submitted and the Contract, if awarded to the parties hereto, shall be entered into in the names of the parties as Joint Venturers, and the obligation of the parties under the Contract shall be joint and several. The Contract, if awarded to the parties hereto after the acceptance of the Proposal, shall be carried out and performed by them in the name of

CAHILL / FOCON JOINT VENTURE

and all money, equipment, materials, supplies and other property acquired by the Joint Venture shall be held jointly in that name.

- 2) (a) Except as otherwise provided in Paragraphs (4) and (8) hereof, the respective interests of the Joint Venturers in and to the Contract and the work to be performed thereunder, or in connection therewith after deduction of the 10% sponsor fee for Cahill shall be as follows:

CAHILL CONTRACTORS 58%

FOCON 42%

(b) The net profits of the Joint Venture when realized shall be distributed in the following manner after deduction of the 10% sponsor fee for Cahill:

CAHILL CONTRACTORS 58%

FOCON 42%

(c) It is intent of this Joint Venture Agreement, and the parties hereby agree, that in the event any losses arise out of or result from the performance of the Contract, each party hereto shall assume and pay its full proportionate share of such losses as follows:

CAHILL CONTRACTORS 90%

FOCON 10% (Not to exceed \$50,000)

- If for any reason, any of the parties hereto sustains any liabilities or is required to pay any losses arising out of or directly connected with the performance of the Contract, or the execution of any surety bonds or indemnity agreements in connection therewith, which are in excess of its proportionate share in the losses of the Joint Venture, as such proportions are defined above, the other party or parties shall reimburse such party in such an amount or amounts as the losses paid and liabilities assumed by such party exceed its proportionate share of the total losses of the Joint Venture, so that each member of the Joint Venture will then have paid its full proportionate share of such losses; and to that end, each of the parties hereto agrees to indemnify the other party or parties against, and to hold it or them harmless from any and all losses of said Joint Venture that are in excess of such party's proportionate share or shares therein. Provided, however, that the provisions of this subparagraph shall be limited to losses that are directly connected with, or arise out of the performance of the Contract and the execution of any bonds or indemnity agreements in connection therewith, and shall not relate to or include any incidental, indirect or consequential losses that may be sustained or suffered by any of the parties hereto.
- Aside from project management and supervision as defined within this agreement, Focon shall not make any financial commitments or expenditures without the prior approval of the managing partner.
- Each party shall individually bear all costs it may incur in preparing the joint proposal and securing the award of the Construction Contract, and no reimbursement of any such Proposal and pre-award costs will be made to either party by the other party or by the Joint Venture.

3) Joint Venturer CAHILL CONTRACTORS, LLC, is hereby designated and shall act as the Managing Partner and as such shall have general charge of and supervision over the work to be performed under the Contract and all matters relating or incidental thereto, but subject in all respects to the superior authority and control of the Joint Venturers. Cahill will provide working capital for the work and will provide for any legal or financial advisors of the Joint Venture.

The Joint Venturers shall provide such personnel, materials, tools and equipment as are required under the Contract and will cooperate with one another to the end that the obligations assumed by them under the Contract will be timely performed in a manner satisfactory to the Owner and with credit to themselves.

- 4) All contributions to the joint working capital fund and all other funds received by the Joint Venture in connection with the performance of the Contract, shall be deposited in separate Joint Venture accounts by the managing partner. Withdrawals of such funds may also be made by the managing partner.
- 5) The managing partner shall maintain the accounting records for the Joint Venture and shall provide financial statements and other reports as required.
- 6) The parties shall from time to time execute such applications for bonds, bond indemnity agreements and other documents and papers as may be necessary in connection with the submission of the Proposal for, and the performance of the Contract; provided, however, that the liability of each of the parties hereto under any agreements to indemnify a surety company or companies shall be limited to a percentage of the total liability assumed by all of the parties hereto under such agreements equal to the percentage of participation of each of said parties in the Joint Venture, as set out in Paragraph (2) (a) hereof. It is agreed that CAHILL CONTRACTORS, LLC. will provide the bonding for this project (if required). Focon's bonding capacity will not be utilized or relied upon.
- 7) The overall management and control of the affairs of this Joint Venture shall be vested in the Joint Venturers, and each Joint Venturer shall have a voice equal to its percentage participation in the management and control of the project.
Any and all controversies or claims arising under or out of or in connection with or relating to or for the breach of this Joint Venture Agreement shall be settled by arbitration in the manner following:
On written demand made by any one of the Joint Venturers upon the other Joint Venturer or Venturers, setting forth the matter in controversy, or claim, any matter subject to arbitration shall be submitted to the Judicial Arbitration and Mediation Service ("JAMS"), Two Embarcadero, Suite 1500, San Francisco, CA, or if JAMS no longer exists, to any similar organization. The arbitration shall be conducted pursuant to the procedures set forth in Sections 3280 et seq. of the California Code of Civil Procedure, and the parties shall have the right to discovery. The arbitration shall be decided by one neutral arbitrator. The parties shall have five (5) business days after the matter is submitted to arbitration to agree upon the neutral arbitrator from the available panel. If the parties are unable to agree within that five (5) day period, any party may request the appropriate official at JAMS to appoint the arbitrator from its panel, and that appointment shall be binding upon the parties to the arbitration. The decision of the arbitrator shall be final and binding upon the parties.
- 8) The Managing Partner shall at all times during the progress of the work keep at the site or appoint thereof a duly qualified representative whose duty it shall be to supervise, manage and direct the work required by the Contract, and who shall receive and execute on the part of the Joint Venturers such notices, directions and instructions as the Owner may give from time to time. Such representative shall be designated "Superintendent" and each Joint Venturer for itself agrees that it will either separately or jointly with the others promptly execute and deliver to such representative, his successor or successors, from time to time and to such other persons or persons, as may be deemed necessary or advisable, a power or powers of attorney sufficiently broad and

comprehensive to enable him or them properly to perform the duties delegated to him or them. The Managing Partner shall also keep or appoint at the site of the work such other agents, engineers, foremen and employees as may be required, who under the direction of the Project Manager shall perform such duties as may be assigned to them. As required, Focon shall supply an Assistant Project Manager and an Assistant Superintendent for the project. It is the intent that Focon provide approximately 30-40% of the total supervision / project management. Any power or powers of attorney referred to in this instrument and issued for the furtherance of the work, whether heretofore or hereafter executed and whether jointly or severally executed, shall not be canceled or in any wise abridged except by joint action of the Joint Venturers. The Managing Partner shall cause such accounts and records to be kept and such reports to be made to each of the Joint Venturers as will at all times properly and clearly reflect the progress and financial status of the work performed under the Contract. The books, accounts and records shall be fully accessible for viewing and inspection by the Joint Venturers at any reasonable time. Both Cahill and Focon are allowed to review and inspect all project documents, including financial records, at any reasonable time.

The Managing Partner shall have the following powers:

- (i) To determine the time and place of holding its meetings and to establish procedures for conducting Committee affairs.
 - (ii) To determine and act upon the various matters, expressly or impliedly contained in other sections of this Agreement.
 - (iii) To determine and act upon any other matters of joint interest to, or requiring prompt action by, the Joint Venture.
 - (iv) To determine rental rates not specifically set forth in the Additional Provisions of this Agreement for equipment owned by any of the parties and made available for use on this project. Any equipment owned by third parties will be invoiced to the Joint Venture at actual rental costs.
 - (v) To determine insurance reserves and reserves for other potential liabilities that may result from or arise out of the project work.
 - (vi) To consider all claims and disputes of any kind between the Joint Venture and the Owner, Contractors and/or third parties and to authorize negotiation, arbitration, litigation and for any other process for their resolution and to authorize the settlement thereof.
 - (vii) To approve expenses which are not reimbursable by the Owner pursuant to the Construction Contract, as chargeable to the Joint Venture.
- 9) In the event that any Joint Venturer shall be dissolved, be adjudicated a bankrupt by any court of competent jurisdiction, file a voluntary petition in bankruptcy, made an assignment for the benefit of its creditors or file a petition to take advantage of any insolvency statute, then such Joint Venturer shall thereupon cease to have any voice in the management of the Joint Venture, and such Joint Venturer's interest hereunder shall thereafter be limited to the right to receive from the Joint Venture at such time after final completion of the Contract as a final determination of loss or gain therefrom shall have been made a return of that proportion of the amount, if any, that is then determined by the Joint Venture to be available for distribution as a return of capital contributions, as the amount of capital contributed by such dissolved, bankrupt or insolvent Joint Venturer, but

such Joint Venturer shall nevertheless continue to be liable for its proportionate share of any loss of the Joint Venture in the percentage set forth in Paragraph (2) (a) hereof. In any such event the interest of such dissolved, bankrupt or insolvent Joint Venturer in any profits realized by the Joint Venture shall be payable ratably to the Joint Venturers.

- 10) No party hereto shall sell, assign or in any manner transfer its interest, or any part thereof, in this Joint Venture without first obtaining the written consent of the other parties hereto; except that any party hereto may assign its share in any monies payable to it from the Joint Venture for the purpose of securing a loan or loans from a banking or lending institution.
- 11) It is the intent of the parties hereto that the Proposal contemplated and provided for herein shall be satisfactory and acceptable to all of the parties hereto. If the parties are unable to agree upon the Proposal or if the Contract is not awarded to the parties hereto, this Joint Venture Agreement shall terminate.
- 12) This Joint Venture Agreement is entered into for the purpose of submitting the Proposal for the Contract and of performing the Contract and any additions thereto and modifications thereof in the event the Contract is awarded to the parties hereto on the Proposal, and for no other purpose. It shall not be interpreted or construed so as to create any permanent partnership or permanent joint venture between the parties and shall not limit any of the parties in their right to carry on their individual business for their own benefit.
- 13) No payment shall be made by the Joint Venture to any Joint Venturer in reimbursement of expenses incurred in connection with preparing bids of the Proposal for and securing the award of the Contract. None of the Joint Venturers shall make any charge against the Joint Venture for any of its general overhead expense or for services rendered or expenses incurred by any of its officers or employees in connection with the work of the Joint Venture, except for such services or expenses rendered or incurred in actually carrying out the Contract work, or in assisting the Joint Venture pursuant to specific written request or assigned by the Managing Partner.
- 14) Each of the parties hereto shall be the owner of an undivided interest in and to any and all plant, equipment, facilities, materials, supplies or other properties which may be acquired by the Joint Venture or which may be obtained as the result of the performance of the Contract. Such interests shall be in the proportions set forth in Paragraph (2) (a) hereof. Upon completion of the Contract or at such other time or times as any of such properties are no longer needed by the Joint Venture, any such properties shall be either divided by the Joint Venturers or conveyed to them as tenants in common in proportion to their participation in the Joint Venture as set forth in Paragraph (2) (a) hereof or sold in the open market and the proceeds thereof divided between the Joint Venturers in proportion to such participation. The manner of disposition shall be determined by the Joint Venturers at the time of disposition.
- 15) Upon the final performance and completion of the Contract and after the disposition of the property of the Joint Venture pursuant to Paragraph (13), and the repayment of all sums advanced for working capital pursuant to paragraph (3), the profits or losses accrued in the performance of the Contract shall be divided between or paid by the parties, as the case may be, in accordance with

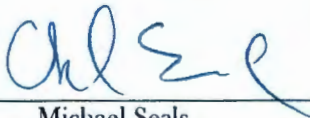
their respective interests and shares in same, as hereinbefore provided, and this Joint Venture Agreement shall then terminate.

- 16) Except as hereinbefore otherwise provided, this Joint Venture Agreement shall inure to and for the benefit of, and be binding upon the Joint Venturers, their successors, representatives and assigns, but shall not inure to the benefit of any other person, firm or corporation.
- 17) Personnel engaged at shops or on the road, in expediting the production or transportation of materials or equipment, shall be reimbursable costs. Project management costs will be reimbursable to the extent they are agreed to and included in the estimate prepared for the Proposal. Supervisory costs will be reimbursable. Except as noted below, both parties agree that their portions of the Proposal will be performed at cost without markup or general overhead; thus, the entire markup will be the percent fee listed on the Proposal sheet for the Joint Venture as a whole. For on-site labor work that Focon employees perform, Focon will be paid prevailing base wage (including vacation) for the labor and an added 95% base labor cost to cover insurance, fringe benefits, small tools, and miscellaneous overhead associated with this work. All carpenter, operating engineer and laborer work will be Union and each JV partner shall stay current with payment of union fringe benefits.
- 18) Each Joint Venture partner will carry its own Workman's Compensation, liability and property damage insurance for its own work and shall name the Joint Venture as a named insured. Upon completion of the work, both the Joint Venture parties will name the Joint Venture as additional insured for completed operations coverage and will provide evidence of same.
- 19) Focon must qualify as a small local business enterprise (SLBE) meeting City of Oakland and OUSD requirements, and stay in good standing as an SLBE over the life of the project. Cahill may terminate this agreement if Focon 's SLBE status is rejected.

IN WITNESS WHEREOF, the parties have caused this Joint Venture Agreement to be executed by their duly authorized officers or agents of the date first above written.

FOCON, INC.

By:



Michael Seals
President

CAHILL CONTRACTORS, LLC

By:



Blair J. Allison
Executive Vice President



February 15th, 2018

Nick Misakian
Cahill Contractors
1111 Broadway
Oakland, CA 94607

RE: Project Frog Building Kit Pre-Construction Proposal

**Oakland Unified School District
Fremont High School**

(1ea.) Early Release of 12 Classroom Building; Two Story; Double Loaded

Dear Mr. Misakian,

Thank you for teaming with Project Frog to participate in the proposed project for OUSD at Fremont High School, to deliver a high quality, environmentally sustainable and architecturally attractive classroom building.

Due to inherent lead-times for material fabrication, and assuming a June 15th Sales Order execution between Project Frog and Cahill Contractors, Project Frog will require an early release contract of \$660,000 for fabrication of long lead items, in order to ensure an August 1st initial delivery of Project Frog components.

Respectfully,

Rick Willison
Vice President of Construction
Project Frog Inc.
99 Green Street, Second Floor
San Francisco, CA 94111



OUSD Fremont High School - Increment #1

GMP Estimate

Owner: Oakland Unified School District
Architect: LCA Architects & Quattrocchi Kwok
Start Date: Q1 2018
Duration: approximately 6.5 Months

R4 - February 15, 2018
 **Added Project Frog Material Costs

BEST COST					
Line Item Description	Increment 1 GMP 12/18/17	LBE	SLBE	SLRBE	Subcontractor
02-4000 Building Demolition and Abatement	\$118,126	\$48,796	\$0	\$35,335	Bluewater Environmental
03-3100 Concrete	\$119,466	\$17,236	\$0	\$12,481	Joseph J Albanese
03-5400 Gypcrete	\$0	\$0	\$0	\$0	No Scope.
04-2100 Masonry	\$0	\$0	\$0	\$0	No Scope.
05-1000 Structural Steel, Metal Stairs, and Misc. Iron	\$505,037	\$35,481	\$94,862	\$25,694	North American & Kwan Wo
06-1010 Rough Carpentry	\$70,120	\$11,496	\$0	\$58,624	Light Frame Construction
06-2000 Finish Carpentry	\$128,992	\$9,623	\$0	\$6,969	BK Mill
07-2100 Insulation and Firestopping	\$6,541	\$1,843	\$0	\$1,334	Alcal
07-5000 Roofing and Waterproofing	\$108,229	\$15,220	\$0	\$11,021	Waterproofing Associates
07-6000 Sheet Metal, Flashing, Louvers and Exp Jts	\$48,332	\$16,438	\$0	\$11,903	Marina Mechanical
07-9000 Sealants and Caulking	\$15,000	\$8,700	\$0	\$6,300	Allowance.
08-1000 Doors, Frames and Hardware	\$4,250	\$2,465	\$0	\$1,785	CFJV
08-3300 Overhead Coiling Doors	\$0	\$0	\$0	\$0	No Scope.
08-4000 Windows, Storefronts, Glazing and Skylights	\$205,857	\$18,900	\$0	\$13,687	R&S Glazing
09-2200 Metal Stud Framing, Drywall and Fireproofing	\$103,973	\$18,341	\$0	\$13,281	MGM Drywall
09-2400 Exterior Plaster, GFRC	\$10,150	\$5,887	\$0	\$4,263	\$10k allowance
09-3000 Tile and Stone	\$0	\$0	\$0	\$0	No Scope.
09-5000 Acoustical and Wood Slat Ceilings	\$47,231	\$13,474	\$24,000	\$9,757	Acoustics By the Bay
09-6400 Flooring - Carpet, Resilient, Wood	\$38,816	\$34,961	\$0	\$3,855	Anderson Flooring
09-9000 Painting	\$56,638	\$14,000	\$32,500	\$10,138	Picture Perfect Painting
10-0010 Misc. Specialties and Equipment	\$16,204	\$2,788	\$0	\$2,019	Rebarber, Glendon, Fedor
10-1400 Signage	\$31,182	\$2,426	\$0	\$1,756	Priority Arch. Graphics
10-2800 Toilet, Bath Accessories, Partitions	\$5,642	\$3,272	\$0	\$2,369	CFJV
10-8100 Pest Control	\$0	\$0	\$0	\$0	No Scope.
11-2400 Exterior Building Maintenance System	\$0	\$0	\$0	\$0	No Scope.
11-3100 Kitchen and Laundry Appliances	\$0	\$0	\$0	\$0	No Scope.
12-2000 Window Treatments	\$0	\$0	\$0	\$0	No Scope.
13-4200 Modular Construction**	\$669,900	\$5,742	\$0	\$4,158	Project Frog Material Procurement
14-2000 Elevators	\$0	\$0	\$0	\$0	No Scope.
21-0010 Fire Sprinklers	\$0	\$0	\$0	\$0	No Scope.
22-0010 Plumbing	\$0	\$0	\$0	\$0	Minor - incl in HVAC below.
23-0010 HVAC	\$89,806	\$25,147	\$1,708	\$18,210	Flanders Heat & Walker Plumb
26-0010 Electrical, Telephone and Data	\$392,733	\$356,209	\$0	\$36,524	Design Electric
26-3000 Solar Panels - PV and Solar Hot Water	\$0	\$0	\$0	\$0	No Scope.
31-0010 Earthwork, Site Clearing, AC Paving	\$727,740	\$144,222	\$479,000	\$104,437	D-Line
31-4100 Shoring, Underpinning and Soil Grouting	\$0	\$0	\$0	\$0	No Scope.
31-6000 Drilled Piers, Caissons, Tie Downs and Piles	\$0	\$0	\$0	\$0	No Scope.
32-1000 Asphalt Paving and Striping (In Earthwork)	\$0	\$0	\$0	\$0	In Earthwork - Line 31-0010
32-1600 Site Concrete	\$1,149,492	\$77,325	\$0	\$55,994	J.J. Albanese
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01-5640 Site Security	\$89,957	\$1,342	\$0	\$88,614	Elite Security
01-7423 Final Cleaning	\$11,901	\$4,195		\$3,038	Capital Bldg
SUBTOTAL	\$5,309,023	\$1,213,416	\$717,070	\$673,262	
General Conditions	\$828,256				
Oakland City Tax 0.18%	\$11,047				
Builder's Risk Insurance	\$32,431				
Liability Insurance 1.40%	\$86,531				
Contractor's Fee 5.00%	\$313,364				
G.C. Bond 0.62%	\$40,800				
SUBTOTAL	\$6,621,452				
Escalation 0.00%	\$0				
Developer Contingency 2.00%	\$132,429				
Overtime / Hold Allowance 0.50%	\$33,769				
District Allowance 4.50%	\$305,444				
GRAND TOTAL	\$7,093,095				

LBE 26% SLBE 15% SRLBE 14%

56% OVERALL



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/21/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Woodruff-Sawyer & Co. 50 California Street, Floor 12 San Francisco CA 94111	CONTACT NAME: Cindy Lara PHONE (A/C, No. Ext): 415-402-6659 FAX (A/C, No.): 415-989-9923 E-MAIL ADDRESS: slara@wsandco.com
INSURER(S) AFFORDING COVERAGE	
INSURER A : Arch Insurance Company NAIC # 11150	
INSURER B : Starr Indemnity & Liability Company 38318	
INSURER C : Arch Indemnity Insurance Company 30830	
INSURER D : Indian Harbor Insurance Company 36940	
INSURER E :	
INSURER F :	

COVERAGES **CERTIFICATE NUMBER: 1722534442** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	71PKG8918114	1/1/2018	1/1/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	71PKG8918114	1/1/2018	1/1/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	1000584809181	1/1/2018	1/1/2019	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N <input type="checkbox"/>	74WCI8945514	1/1/2018	1/1/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Pollution Liability			CE0744654201	1/1/2018	1/1/2019	Ea. Occ./Aggregate: \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Cahill Job #0472-01, OUSD Fremont High School Increment #1 - School Entry, 4610 Foothill Blvd., Oakland, CA. Oakland Unified School District, its Board Members, employees and agents, Construction Manager(s), Project Manager(s), Inspector(s) and Architect(s) are additional insured per attached endorsements. Coverage is Primary and Non-Contributory per attached endorsements. Waiver of Subrogation applies per attached endorsements. Policies contain a 30 day notice of cancellation and a 10 day notice of cancellation for non-payment of premium. Excess Liability policy limits layer above the General Liability and Auto Liability limits above.

CERTIFICATE HOLDER Oakland Unified School District 955 High Street Oakland CA 94601	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

SCHEDULE

Name of Person(s) or Organization(s):

ANY PERSON OR ORGANIZATION THAT YOU HAVE AGREED
IN A WRITTEN CONTRACT, THAT SUCH PERSON OR
ORGANIZATION IS AN ADDITIONAL INSURED ON THE
POLICY

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

Under **Covered Autos Liability Coverage**, the **Who is An Insured** provision is amended to include as an "insured" the person(s) or organization(s) named in the Schedule above, but only with respect to their legal liability for your acts or omissions or acts or omissions of any person for whom **Covered Auto Liability Coverage** is afforded under this policy.

All other terms and conditions of this Policy remain unchanged.

Endorsement Number:

Policy Number: 71PKG8918114

Named Insured: Cahill Contractors, LLC

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date: 1/01/2018

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NON-CONTRIBUTING INSURANCE ENDORSEMENT -
DESIGNATED CONTRACT(S)**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM

SCHEDULE

Designated

Contract(s): ALL PARTIES WHERE REQUIRED IN A WRITTEN CONTRACT

With respect to the contract(s) designated in the Schedule above, it is agreed that the following subparagraph e. is added to **SECTION IV - BUSINESS AUTO CONDITIONS**, Paragraph **B. 5.** and **SECTION V - GARAGE CONDITIONS**, Paragraph **B. 5.**

5. Other Insurance

- e. With respect to **SECTION II - LIABILITY COVERAGE**, where you are specifically required by a written contract designated in the Schedule above to provide insurance that is primary and non-contributory, and the written contract designated in the Schedule above so requiring is executed by you before any "accident", this insurance will be primary and the other insurance will not contribute with this insurance, but only to the extent required by that written contract.

All other terms and conditions of this Policy remain unchanged.

Endorsement Number:

This endorsement is effective on the inception date of this policy unless otherwise stated herein.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Policy Number: 71PKG8918114

Named Insured: Cahill Contractors, LLC

Endorsement Effective Date: 1/01/2018

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:

Endorsement Effective Date:

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

ANY PERSON OR ORGANIZATION WHERE WAIVER OF OUR RIGHT TO RECOVER IS PERMITTED BY LAW AND IS REQUIRED BY WRITTEN CONTRACT PROVIDED SUCH CONTRACT WAS EXECUTED PRIOR TO THE LOSS.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
ALL PARTIES WHERE REQUIRED BY A WRITTEN CONTRACT	ALL LOCATIONS WHERE REQUIRED BY A WRITTEN CONTRACT
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
ALL PARTIES WHERE REQUIRED BY WRITTEN CONTRACT	ALL LOCATIONS WHERE REQUIRED BY WRITTEN CONTRACT
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf.

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

ANY PERSON OR ORGANIZATION WHERE WAIVER OF OUR RIGHT TO RECOVER IS PERMITTED BY LAW AND IS REQUIRED BY WRITTEN CONTRACT PROVIDED SUCH CONTRACT WAS EXECUTED PRIOR TO THE LOSS.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – **Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

POLICY NUMBER: 74WCI8945514

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be **INCL** % of the California workers' compensation premium otherwise due on such remuneration.

SCHEDULE

PERSON OR ORGANIZATION

JOB DESCRIPTION

**ANY PERSON OR ORGANIZATION WHERE
WAIVER OF OUR RIGHT TO RECOVER IS
PERMITTED BY LAW AND IS REQUIRED
BY WRITTEN CONTRACT PROVIDED SUCH
CONTRACT WAS EXECUTED PRIOR TO
DATE OF LOSS**

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 01-01-18

Policy No. 74WCI8945514

Endorsement No.

Insured Cahill Contractors, LLC

Premium \$ **INCL**.

Insurance Company Arch Indemnity Ins. Co.

Countersigned By _____



DATE OF ISSUE: 01-01-18

TOTAL BASE \$ 5,925,780.00

Item #	Description	Firm	Bid Amount	SLRBE	SLBE	LBE	VE DIFFERENCE FROM ORIGINAL BASE BID
02-4000	Building Demolition and Abatement	CAHILL/FOCON JV	\$ 118,126.00	\$ 35,335.00	\$ -	\$ 48,796.00	
03-3100	Concrete	CAHILL/FOCON JV	\$ 119,466.00	\$ 12,481.00	\$ -	\$ 17,236.00	
05-1000	Structural Steel, Metal Stairs, and Misc. Iron	CAHILL/FOCON JV/Kwan Wo/North American Fence	\$ 505,037.00	\$ 25,694.00	\$ 94,862.00	\$ 35,481.00	
06-1010	Rough Carpentry	CAHILL/FOCON JV/Light Frame Construction	\$ 70,120.00	\$ 58,624.00	\$ -	\$ 11,496.00	
06-2000	Finish Carpentry	CAHILL/FOCON JV	\$ 128,992.00	\$ 6,969.00	\$ -	\$ 9,623.00	
07-2100	Insulation and Firestopping	CAHILL/FOCON JV	\$ 6,541.00	\$ 1,334.00	\$ -	\$ 1,843.00	
07-5000	Roofing and Waterproofing	CAHILL/FOCON JV	\$ 108,229.00	\$ 11,021.00	\$ -	\$ 15,220.00	
07-6000	Sheet Metal, Flashing, Louvers and Exp Jts	CAHILL/FOCON JV	\$ 48,332.00	\$ 11,903.00	\$ -	\$ 16,438.00	
07-9000	Sealants and Caulking	CAHILL/FOCON JV	\$ 15,000.00	\$ 6,300.00	\$ -	\$ 8,700.00	
08-1000	Doors, Frames and Hardware	CAHILL/FOCON JV	\$ 4,250.00	\$ 1,785.00	\$ -	\$ 2,465.00	
08-4000	Windows, Stofrefronts, Glazing and Skylights	CAHILL/FOCON JV	\$ 205,857.00	\$ 13,687.00	\$ -	\$ 18,900.00	
09-2200	Metal Stud Framing, Drywall and Fireproofing	CAHILL/FOCON JV	\$ 103,973.00	\$ 13,281.00	\$ -	\$ 18,341.00	
09-2400	Exterior Plaster, GFRC	CAHILL/FOCON JV	\$ 10,150.00	\$ 4,263.00	\$ -	\$ 5,887.00	
09-5000	Acoustical and Wood Slat Ceilings	CAHILL/FOCON JV/Acoustic by the Bay	\$ 47,231.00	\$ 9,757.00	\$ 24,000.00	\$ 13,474.00	
09-6400	Flooring-Carpet, Resilient, Wood	CAHILL/FOCON JV/Anderson Flooring	\$ 38,816.00	\$ 3,855.00	\$ -	\$ 34,961.00	
09-9000	Painting	CAHILL/FOCON JV	\$ 56,638.00	\$ 10,138.00	\$ -	\$ 14,000.00	
10-0010	Misc. Specialties and Equipment	CAHILL/FOCON JV	\$ 16,204.00	\$ 2,019.00	\$ -	\$ 2,788.00	
10-1400	Signage	CAHILL/FOCON JV	\$ 31,182.00	\$ 1,756.00	\$ -	\$ 2,426.00	
10-2800	Toilet, Bath Accessories, Partitions	CAHILL/FOCON JV	\$ 5,642.00	\$ 2,369.00	\$ -	\$ 3,272.00	
23-0010	HVAC	CAHILL/FOCON JV/Walker Plumbing	\$ 89,806.00	\$ 18,210.00	\$ 1,708.00	\$ 25,147.00	
26-0010	Electrical, Telephone and Data	CAHILL/FOCON JV	\$ 392,733.00	\$ 36,524.00	\$ -	\$ 356,209.00	
31-0010	Earthwork, Site Clearing, AC Paving	CAHILL/FOCON JV/D-Line Constructors	\$ 727,740.00	\$ 104,437.00	\$ 479,000.00	\$ 144,222.00	
32-1600	Site Concrete	CAHILL/FOCON JV	\$ 1,149,492.00	\$ 55,994.00	\$ -	\$ 77,325.00	
32-8000	Landscape, Irrigation, Site Furnishings	CAHILL/FOCON JV/RMT Landscaping	\$ 279,770.00	\$ 59,226.00	\$ -	\$ 220,544.00	
33-0010	Site Utilities	CAHILL/FOCON JV/D-Line Constructors	\$ 226,811.00	\$ 59,561.00	\$ 85,000.00	\$ 82,251.00	
01-5430	Crane Service	CAHILL/FOCON JV	\$ 15,000.00	\$ 6,300.00	\$ -	\$ 8,700.00	
01-5450	Scaffold	CAHILL/FOCON JV	\$ 16,127.00	\$ 4,629.00	\$ -	\$ 6,392.00	
01-5640	Site Security	CAHILL/FOCON JV/Elite Security	\$ 89,957.00	\$ 88,614.00	\$ -	\$ 1,342.00	
01-7423	Final Cleaning	CAHILL/FOCON JV	\$ 11,901.00	\$ 3,038.00	\$ -	\$ 4,195.00	
TOTAL			\$ 4,639,123.00	\$ 669,104.00	\$ 684,570.00	\$ 1,207,674.00	\$ -
TOTAL LBU PARTICIPATION FOR SUBCONTRACTORS			43.00%	11.0%	12.0%	20.0%	0.0%
(excluding JV Direct Cost)							

◆ This amount reflects LBU for all local subcontracting work on this LLB project excluding JV Direct Cost (i.e. Developer Fees, B & I)

Local Business Participation Breakdown

Item #	Description	Firm	Bid Amount	SLRBE	SLBE	LBE	VE DIFFERENCE FROM ORIGINAL BASE BID
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JV Direct Cost

	General Conditions	CAHILL/FOCON JV	\$ 828,256.00	\$ -	\$ -	\$ 828,256.00	
	Oakland City Tax (0.18%)	CAHILL/FOCON JV	\$ 9,841.00	\$ -	\$ -	\$ 9,841.00	
	Builder's Risk Insurance	CAHILL/FOCON JV	\$ 32,431.00	\$ -	\$ -	\$ 32,431.00	
	Liability Insurance (1.80%)	CAHILL/FOCON JV	\$ 99,174.00	\$ -	\$ -	\$ 99,174.00	
	Contractor's Fee (5.0%)	CAHILL/FOCON JV	\$ 280,441.00	\$ 117,785.00	\$ -	\$ 162,655.00	
	G.C. Bond	CAHILL/FOCON JV	\$ 36,513.00	\$ -	\$ -	\$ 36,513.00	

TOTAL	\$	1,286,656.00	\$	117,785.00	\$	-	\$	1,168,870.00	\$	-
TOTAL LBU PARTICPATION		22.0%		2.0%		0.00%		20.0%		0.0%
		(including JV Direct Cost)								

◇ This amount reflects total LBU for LLB including JV Direct Cost (i.e. Developer Fees, B & I) totaling \$5,925,780

GRAND TOTAL	\$	5,925,779.00	\$	786,889.00	\$	684,570.00	\$	2,376,544.00
TOTAL LBU PARTICPATION		65.0%		13.0%		12.0%		40.0%
		(including JV Direct Job Cost)						



Date: February 21, 2018

Re: Cahill Contractors LLC Authorized Signatories

To whom it may concern:

The employees bearing President, Executive Vice President, and Vice President titles are hereby authorized to sign on behalf of Cahill Contractors LLC and Cahill/Focon Joint Venture.

Sincerely,

A handwritten signature in blue ink that reads "Kathryn Cahill Thompson". The signature is written in a cursive style and is positioned above a solid black horizontal line.

Kathryn Cahill Thompson
Chief Executive Officer
Cahill Contractors LLC

State of California

Department of Industrial Relations

[Public Works](#) | [Public Works Contractor \(PWC\) Registration](#)

Public Works Contractor (PWC) Registration

Visit the [Contractor Registration page](#) for information on registration requirements and penalties for failing to register.

Registration Complete! Thank you for your payment.

Your PWCR registration and payment were submitted on 02/20/2018 at 05:33 PM. If you paid by credit card, payment confirmation and registration processing will take up to 24 hours. If you paid by ACH/EFT, payment confirmation and registration processing will take up to 10 calendar days.

Registration for Fiscal Year: 2018

PWC Registration Number: 1000055786

Contractor Legal Name: CAHILL FOCON JOINT VENTURE

Contractor Legal Entity: Joint Venture

Payment Amount: \$400.00

Payment Method: AMEX

Payment Confirmation Number: DM5RGMDW20PC1

For questions on registration, consult the [online contractor registration guide](#) and [FAQs page](#).
Other questions can be emailed to publicworks@dir.ca.gov

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LLC-1 **Articles of Organization of a Limited Liability Company (LLC)**

201515910320

To form a limited liability company in California, you can fill out this form, and submit for filing along with:

- A \$70 filing fee.
- A separate, non-refundable \$15 service fee also must be included, if you **drop off** the completed form.

Important! LLCs in California may have to pay a minimum \$800 yearly tax to the California Franchise Tax Board. For more information, go to <https://www.ftb.ca.gov>.

LLCs may not provide "professional services," as defined by California Corporations Code sections 13401(a) and 13401.3.

Note: *Before submitting the completed form*, you should consult with a private attorney for advice about your specific business needs.

FILED
 Secretary of State
 State of California
 JUN 04 2015
 WOP
 us

ICC

For questions about this form, go to www.sos.ca.gov/business/be/filing-tips.htm.

LLC Name (List the proposed LLC name exactly as it is to appear on the records of the California Secretary of State.)

① Cahill Contractors LLC

Proposed LLC Name

The name must include: LLC, L.L.C., Limited Liability Company, Limited Liability Co., Ltd. Liability Co. or Ltd. Liability Company; and may not include: bank, trust, trustee, Incorporated, inc., corporation, or corp., insurer, or insurance company. For general entity name requirements and restrictions, go to www.sos.ca.gov/business/be/name-availability.htm.

Purpose

② The purpose of the limited liability company is to engage in any lawful act or activity for which a limited liability company may be organized under the California Revised Uniform Limited Liability Company Act.

LLC Addresses

③ a. 425 California Street, Suite 2200 San Francisco CA 94104

Initial Street Address of Designated Office in CA - Do not list a P.O. Box City (no abbreviations) State Zip

b.

Initial Mailing Address of LLC, if different from 3a City (no abbreviations) State Zip

Service of Process (List a California resident or a California registered corporate agent that agrees to be your initial agent to accept service of process in case your LLC is sued. You may list any adult who lives in California. You may not list an LLC as the agent. Do not list an address if the agent is a California registered corporate agent as the address for service of process is already on file.)

④ a. Michael A. Grant

Agent's Name

b. 425 California Street, Suite 2200 San Francisco CA 94104

Agent's Street Address (if agent is not a corporation) - Do not list a P.O. Box City (no abbreviations) State Zip

Management (Check only one.)

⑤ The LLC will be managed by:

- One Manager More Than One Manager All Limited Liability Company Member(s)

This form must be signed by each organizer. If you need more space, attach extra pages that are 1-sided and on standard letter-sized paper (8 1/2" x 11"). All attachments are made part of these articles of organization.

► *Kathryn Cahill Thompson*

Kathryn Cahill Thompson

Organizer - Sign here

Print your name here



I hereby certify that the foregoing
transcript of _____ page(s)
is a full, true and correct copy of the
original record in the custody of the
California Secretary of State's office.

JUN 09 2015 (P)

Date: _____

Alex Padilla

ALEX PADILLA, Secretary of State



DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM

Project Information

Table with Project Name, Site, and values: Fremont High School New Construction Project, 302

Basic Directions

Services cannot be provided until the contract is fully approved and a Purchase Order has been issued.

Attachment Checklist table with checkboxes for insurance and workers compensation.

Contractor Information

Contractor Information table with fields for Contractor Name, Agency's Contact, Street Address, etc.

Term

Term table with Date Work Will Begin and Date Work Will End By.

Compensation

Compensation table with Total Contract Amount, Pay Rate Per Hour, etc.

Budget Information

If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.

Budget Information table with Resource #, Funding Source, Org Key, Object Code, Amount.

Approval and Routing (in order of approval steps)

Services cannot be provided before the contract is fully approved and a Purchase Order is issued. Signing this document affirms that to your knowledge services were not provided before a PO was issued.

Approval and Routing table with columns for Step, Signature, Date Approved, and contact info.