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OAKLAND UNIFIED
SCHOOL DISTRICT

Memo

To Board of Education

From Joe Dominguez, Deputy Chief Facilities *J.D.*
Marion McWilliams, General Counsel

Board Meeting Date January 24, 2018

Subject Amendment No. 1 to the Facilities Lease with Overaa/Tulum/Eclipse Joint Venture for the Center Phase 2 Project

Action Requested Approval by the Board of Education ("Board") of Amendment No. 1 ("Amendment") to the Facilities Lease with Overaa/Tulum/Eclipse Joint Venture ("JV") for the Construction of the Center Phase 2 Project ("Project"), located at Foster Elementary School, 2850 West Street, Oakland, CA 94608, Using the Lease-Leaseback Project Delivery Method at the Guaranteed Maximum Price of Forty-Three Million, Three Thousand, Three Hundred Thirty-One Dollars (\$43,003,331).

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. 1718-0008, supporting the award of the Site Lease and Facilities Lease for the Project to the JV, in accordance with 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.

Discussion Following the JV's preconstruction services, District staff and consultants have negotiated a GMP of Forty-Three Million, Three Thousand, Three Hundred Thirty-One Dollars (\$43,003,331).

The Amendment provides that the JV will construction the Project in accordance with the Facilities Lease for the GMP and establishes the

Construction Schedule for the Project. The Amendment also 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 A followed by a Notice to Proceed with Construction. Upon the JV's delivery of the documents required by each notice, the JV will then proceed with construction of the Project.

The GMP exceeds the prior budgeted amount by Thirteen Million, Nine Hundred Fifty-Three Thousand, Three Hundred Thirty-One Dollars (\$13,953,331). Based on the increase, a subsequent board item will be presented regarding adjustments to the Measure J Master Plan.

**LBP (Local Business
Participation Percentage)**

60%

Recommendation

Approval by the Board of Education of Amendment No. 1 to Facilities Lease with Overaa/Tulum/Eclipse Joint Venture for the Center Phase 2 Project.

Fiscal Impact

Fund 21, Measure J - \$43,003,331

Attachments

Amendment No. 1 to Facilities Lease

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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: Overaa/Tulum/Eclipse Joint Venture

Project Name: Center Phase 2 Project **Project No.:** 13133

Contract Term: Intended Start: 9-27-17 Intended End: 8-23-19

(if annual contract) or Total (if multi-year agreement) Cost: \$43,003,331.00

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 the Center Phase 2 Project at Foster Elementary School in accordance with the Facilities Lease for a Guaranteed Maximum Price ("GMP") of \$43,003,331.00.

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

If No, please answer the following:

1) 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.

**AMENDMENT NO. 1 TO FACILITIES LEASE
BY AND BETWEEN
OAKLAND UNIFIED SCHOOL DISTRICT
AND OVERAA/TULUM/ECLIPSE JOINT VENTURE**

This Amendment No. 1 to the Facilities Lease ("First Amendment") is made and entered into this 24th day of January 2018 ("Effective Date") by and between the Oakland Unified School District ("District") and Overaa/Tulum/Eclipse Joint Venture ("Developer") (collectively, the "Parties") as follows:

RECITALS

WHEREAS, the Parties entered into a Facilities Lease, dated September 14, 2017, pertaining to the Center Phase 2 ("Project") at Foster Elementary School, located at 2850 West Street, Oakland, California 94608, ("Project Site"); 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, the Construction Schedule, the Schedule of Values, 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 10 (Preconstruction Services) is amended as follows:

- a. Section 10.2 shall now state: "Services outlined above will commence on the date the District issues a notice to proceed for the Agreement, and conclude upon approval of the Amendment to the Lease Agreements by District's Board on or about *February 14, 2018* or termination of this Agreement by either party per the Agreement's terms. It is anticipated that construction will commence on or about *March 5, 2018*. Any extension shall be subject to reasonable approval in writing by the parties."

2. Section 11 (Construction of Project) is amended as follows:

- a. Section 11.1.2.1 shall now state:

"The Construction Schedule shall include, at least, the following milestones for completing the Work for the Project ("Completion Dates"):

Work	Completion Date
Central Kitchen	<i>July 5, 2019</i>
Administrative Offices/All Remaining Work	<i>August 23, 2019"</i>

- b. Section 11.1.2.2 shall now state: "In the event District does not issue the Notice to Proceed with Construction on or by *March 5, 2018*, the Completion

Dates, listed above, shall each be extended one (1) non-compensable additional calendar day for each day after *March 5, 2018* until District issues the Notice to Proceed with Construction. Any extension of Completion Dates shall not change the overall Contract Time, as defined above. It is understood and agreed that Developer shall not be entitled to any claim of additional compensation as a result of postponement of the issuance of the Notice to Proceed with Construction."

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 the Project to be constructed in accordance with the Facilities Lease, is Forty-Three Million, Three Thousand, Three Hundred Thirty-One Dollars (\$43,003,331).
2. **Exhibit D** (General Construction Provisions) to the Facilities Lease is amended as follows:
 - a. Section 1.1.12.3.3 shall now state: "Registered Subcontractors List."
 - b. Section 6.7.2.1.4 shall now state: "A list of all Subcontractor(s) working on that day, *including DIR registration numbers.*"
 - c. Section 10.2.1 shall now 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 19.4.1.15.1 shall be 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.

The accompanying Contract Documents for the Project are amended to add the Registered Subcontractors List, attached hereto as **EXHIBIT "4"** and incorporated herein by this reference. Prior to executing this First Amendment, Developer shall have executed and submitted to District the Registered Subcontractors List. Developer shall update and resubmit the Registered Subcontractors List as required therein and by Exhibit D to the Facilities Lease, as amended.

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: Jan 24, 2018
OAKLAND UNIFIED SCHOOL DISTRICT
By: Aimee Eng
Name: Aimee Eng
President, Board of Education
Title: Deputy Secretary
Nyla R. Johnson-Trentham
Secretary, Board of Education

Dated: 1/16, 2018
OVERAA/TULUM/ECLIPSE JOINT VENTURE
By: Carl Overaa
Name: Carl Overaa
Title: VP

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 Forty-Three Million, Three Thousand, Three Hundred Thirty-One Dollars (\$43,003,331) ("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. The District reserves the right to request changes to the personnel, equipment, or facilities provided as General Conditions as may be necessary or appropriate for the proper management of the Project, in which case, the District shall be entitled to a reduction in the cost of General Conditions based on the rates set forth in **Attachment 1**.

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 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:

Task/Work	Allowance Amount
Large-Scale Wall Graphics	\$35,000
VE Lighting	-\$50,000
Total Allowance Amount	TBD

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.

2.1.5 Miscellaneous Costs

2.1.5.1 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.

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

2.1.5.3 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.

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

2.1.5.5 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.

2.1.5.6 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.

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

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

2.1.5.9 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.

2.1.5.10 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.

2.1.6 Excluded Costs

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

2.1.6.1 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.

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

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

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

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

2.1.7 Developer's Fee

Seven percent (7.0%) of the Cost of the Work (3.5% for Overaa; 3.5% for Eclipse Electric/Tulum Systems) as described in Section 2.1.

2.1.8 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 a rate of one and one-quarter percent (1.25%) of the Cost of the Work for General Liability insurance, one half percent (.50%) of the Cost of Work for Builder's Risk Insurance, two percent (2%) for Subcontractor Insurance/Guarantee, and one and one half percent (1.5%) of the Cost of the Work for payment and performance bonds.

2.1.9 Contingency

2.1.9.1 The Guaranteed Maximum Price includes a Developer Contingency of five percent (5%) of the Cost of the Work as described in Section 2.1.1, 2.1.2, and 2.1.3 for scope gaps between the subcontract categories of the Work.

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

2.1.9.3 The Contingency shall not be used without the agreement of the District.

2.1.9.4 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.

4.5 Withholding for Loan Amount

During construction of the Project, the District shall withhold from certain Applications for Payment to account for the Loan Amount. The withholding for the Loan Amount shall be separate from and in addition to withholding for or escrow of retention. The District may apply the withholding for the Loan Amount by withholding one third (1/3) of the Loan Amount from each of the last three (3) Applications for Payment; however, subject to any mandatory withholding requirements, the District may apply withholding for the Loan Amount to other Applications for Payments as necessary in order to withhold a total of one hundred percent (100%) of the Loan Amount.

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

1 Developer Overhead & Profit

Overhead	3.50 %
Eclipse Electric / Tulum Systems	3.50 %
	<u>7.00 %</u>

2 General Conditions

Monthly Amount	\$ 205,752	see attached sheet for breakout
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3 Bond/Insurance

JV Bond	1.50 %
Insurance	1.25 %
Builder's Risk Insurance	0.50 %
Subcontractor Insurance / Guarantee	2.00 %

4 Financing Terms

Financing proposed for 15% of GMP; 21 month term at 9.50% interest rate

5 Contingency

Developer Contingency	5.00 %
OUSD Contingency	5.00 %

General Conditions	Monthly Amount	Description
senior superintendent	\$24,886	full time
assistant superintendent - Eclipse	\$18,450	full time
assistant superintendent	\$21,060	full time
senior project manager	\$24,628	full time
assistant project manager - Tulum	\$17,567	full time
assistant project manager	\$17,567	full time
project admin - Tulum	\$13,655	full time
project admin	\$3,594	part time
project executive	\$8,333	part time
project executives - Eclipse & Tulum	\$22,222	LBE management/support; part time
estimator	\$3,334	part time
scheduler	\$3,272	part time
temp facilities	\$4,172	site trailers, storage, furniture, office supplies
toilets	\$1,508	
temp utilities	\$2,209	
temp fencing	\$609	maintenance & repair of existing
temp signage	\$63	
safety	\$3,035	safety management and training
SWPPP maintenance	\$1,175	ongoing SWPPP maintenance only
small tools	\$1,469	misc small tools only
vehicles / fuel	\$758	
reproduction	\$219	
commissioning / close out	\$2,675	
JV accountant	\$3,280	
training	\$2,188	
City of Oakland gross receipt tax	<u>\$3,825</u>	
	\$205,752	

note:

the hours for project executives, project managers, and project engineers reflect two additional months for startup planning and GMP development

cost of work items:

survey, security, cameras, scaffolding, cleanup, janitorial, dumpsters, SWPPP, equipment, traffic control, temp protection, temp lighting

ATTACHMENT 2
GUARANTEED MAXIMUM PRICE

See attached.



Craftsmanship • Innovation • Proven Results

NAME:	OUSD THE CENTER	1/15/2018
ADDR:	2850 West Street, Oakland CA 94608	
OWN:	Oakland Unified School District	
x	XX	XXXXXXXXXXXXXXXXXXXX
DIV	DESCRIPTION	TOTAL
x	XX	XXXXXXXXXXXXXXXXXXXX
01-11-00	GENERAL CONDITIONS	\$3,703.536
01-43-39	MOCK-UPS	incl
01-81-21	ENVIRONMENTAL IMPACTS OF MATERIALS	incl
01-91-13	GENERAL COMMISSIONING REQUIREMENTS	\$170.040
01-91-19	EXTERIOR ENCLOSURE COMMISSIONING	incl
01-35-00	SPECIAL PROCEDURES	\$30.000
01-35-01	REMAINING HAZMAT SOILS REMOVAL	\$148.540
01-35-03	REMOVE [E] REINFORCING STEEL @ CASTING SLABS	\$17.973
01-35-04	NEW SLABS ON [E] CASTING SLABS	\$100.000
01-35-05	RESHAPE SITE--PARKING/FILL-IN/GRUB/HAUL TRASH	\$68.216
01-35-07	DISCOVERY PORTION OF LLB CONTRACT	\$220.000
01-35-08	DEMO ALL EXISTING FORMS	\$13.008
01-35-09	EXTEND POWER AND WATER TO NORTH SITE	\$12.000
01-35-10	SURVEYING INVESTIGATION	\$6.600
01-36-00	OTHER INVESTIGATION	\$35.000
01-52-50	SCAFFOLDING	\$36.000
01-57-00	SURVEYING	\$61.138
	SECURITY	\$239.850
024000	SITE DEMOLITION--DUMPSTERS--CLEAN-UP	\$354.900
024100	DEMOLITION	\$42.500
032000	REINFORCING STEEL	\$506.000
033000	CAST IN PLACE CONCRETE	incl
VE#31	Add structural concrete pads for deleted AHU bases	\$30.000
033010	CAST IN PLACE CONCRETE--LANDSCAPE	incl
033544	POLISHED CONCRETE FINISHING	incl
034713	TILT-UP CONCRETE	\$3,323.826
042200	CONCRETE UNIT MASONRY	\$100.000
051200	STRUCTURAL STEEL	\$1,960.000
051213	AESS FRAMING	incl
052100	OPEN WEB STEEL JOISTS	incl
053100	STEEL DECK	\$338.700
054000	COLD FORMED METAL FRAMING	incl
055000	METAL FABRICATIONS	\$25.000
055213	PIPE AND TUBE RAILINGS	\$4.297
060573	WOOD TREATMENT	incl
061053	MISC ROUGH CARPENTRY	\$312.171

061063	LANDSCAPE WOOD STRUCTURES	\$82,045
062000	FINSIH CARPENTRY	\$4,000
064100	ARCHITECTURAL WOODWORK	\$161,012
VE#55	Tops from Corian to P-lam	-\$9,000
066413	FRP PANELS	\$69,830
071326	SELF ADHERING SHEET WATERPROOFING	\$78,000
071419	POLYURETHANE MEMBRANE WP	\$37,920
071616	CRYSTALLINE WATERPROOFING	incl
071900	WATER REPELLANTS	\$11,000
072100	BUILDING INSULATION	\$319,171
VE#50	Install with no wires	-\$8,405
072616	UNDER SLAB VAPOR BARRIER	incl
072719	PLASTIC SHEET WATER RESISTIVE BARRIERS	\$85,127
074200	COMPOSITE WALL PANELS	\$1,765,945
VE#23	Delete Composite and Metal in order to use Plaster	-\$701,115
074209	EXTERIOR ACOUSTIC ROOF SCREEN	incl
074213	METAL WALL PANELS	incl
074623	WOOD SIDING	incl
075100	BUILT-UP BITUMINOUS ROOFING	\$551,757
076000	FLASHING & SHEET METAL	incl
077200	ROOF ACCESSORIES	\$2,790
078400	FIRESTOPPING	incl
079200	JOINT SEALANTS	\$60,000
081113	HOLLOW METAL DOORS AND FRAMES	\$182,212
081416	FLUSH WOOD DOORS	incl
081613	FIBERGLASS DOORS	incl
083113	ACCESS DOORS	\$6,656
083613	SECTIONAL OVERHEAD DOORS	\$116,912
083800	TRAFFIC DOORS	incl
084113	ALUMINUM FRAMED ENTRANCES AND SF	\$481,012
086300	METAL FRAMED SKYLIGHTS	\$70,000
087100	DOOR HARDWARE	incl
087813	OPENING ACTUATORS	incl
088100	GLASS GLAZING	incl
089100	WALL LOUVERS	\$8,500
092216	NON-STRUCTURAL METAL FRAMING	incl
092400	PORTLAND CEMENT PLASTERING	\$134,305
VE#23	Add plaster at deleted metal and composite panel areas	\$170,804
092900	GYPNUM BOARD	\$1,815,789
VE#01	LEVEL 4 DRYWALL FINISH IN LIEU OF LEVEL 5	-\$22,000
VE#07	Revise west corridor to Ceiling Tile in lieu of Hardlid	-\$16,372
VE#14	Delete Coved soffits in RR's/ Install light fixtures in hardlid	-\$8,196
VE#18	Use 3/4" ply in lieu of diamond plate	-\$38,306
093000	CERAMIC TILE	\$81,381
VE#10	Tile at Wet walls only	-\$44,328
095116	ACOUSTICAL TILE CEILINGS	\$158,700
VE#07	Revise west corridor to Ceiling Tile in lieu of Hardlid	\$9,300
VE#05	Replace Armstrong with Certainteed manufacturer	-\$10,000
VE#56	Revise ACT-2 tile to 2X4 in lieu of 2X2 (demonstration teaching and production)	\$13,680

096513	RESILIENT BASE AND ACCESSORIES	incl
096723	POLYURETHANE COMPOSITE FLOORING	\$208,820
096729	EPOXY TERRAZZO FLOORING	\$59,400
097217	LARGE-SCALE WALL GRAPHICS	\$35,000
098414	TACKABLE ACOUSTIC WALL PANELS	\$3,000
099100	PAINTING	\$290,900
VE#10	Add for paint at all VE'd walls that had ceramic tile	\$15,000
099623	GRAFFITI-RESISTANT COATINGS	\$5,500
099423	INTERIOR CONCRETE WALL SEALER	\$6,500
099729	CONCRETE FLOOR SEALING	\$18,865
101133	VISUAL DISPLAY UNITS	\$18,865
101400	SIGNAGE	\$117,324
102113	SOLID SURFACE TOILET COMPARTMENTS	\$22,978
VE#49	Installing ASI toilet accessories in lieu of Bobrick	-\$2,072
102116	SHOWER COMPARTMENTS	\$5,656
102623	IMPACT RESISTANT WALL PROTECTION	\$227,513
102813	COMMERCIAL TOILET ACCESSORIES	incl
104400	FIRE PROTECTION SPECIALTIES	\$4,538
105113	METAL LOCKERS	\$24,950
VE#48	Install ASI Storage metal lockers in lieu of specified	-\$8,706
105133	LOCKER ROOM BENCHES	incl
107500	FLAGPOLES	\$5,739
111300	LOADING DOCK EQUIPMENT	\$157,026
114000	FOOD SERVICE EQUIPMENT	\$5,360,000
VE#58	Mayekawa Food Service Equip last minute VE	-\$100,000
VE#58.1	Mayekawa will honor deposits from 1.0	-\$443,802
115221	TELEVISION AND PROJECTOR MOUNTS	\$6,934
115354	FLAMMABLE SAFETY CABINETS	\$3,378
118276	WASTE COMPACTORS AND DESTRUCTORS	\$6,000
122413	ROLLER WINDOW SHADES	\$18,524
123613	EXTERIOR CONCRETE COUNTERTOPS	\$13,500
123661	SOLID SURFACING COUNTERTOPS	incl
124843	ENTRANCE FLOOR MATS	\$14,680
129300	SITE FURNISHINGS--STAIR NOSINGS	\$1,844
	BIKE RACKS--5 ea	\$16,880
	BIKE LOCKERS	\$5,500
	TRENCH DRAIN--POLY	\$28,283
133413	GREENHOUSES	\$97,000
211300	FIRE SUPPRESSION SYSTEM	\$427,850
220501	PLUMBING GENERAL REQUIREMENTS	\$2,480,000
220800	PLUMBING SYSTEMS COMMISSIONING	incl
220813	TESTING PIPING SYSTEMS	incl
221005	PLUMBING PIPING	incl
221006	PLUMBING PIPING SPECIALTIES	incl
221201	ABOVE GROUND RAINWATER STORAGE TANK	NIC
221501	COMPRESSED AIR SYSTEM	incl
223000	PLUMBING EQUIPMENT	incl
224000	PLUMBING FIXTURES	incl
230500	HVAC GENERAL REQUIREMENTS	\$4,017,111

VE#31	Delete AHU and Rooftop fan bases/add concrete instead	-\$30,000
VE#26	Alternate Steam Boiler Equipment	-\$100,000
VE#27	Syserco to reduce their bid day cost	-\$11,000
VE#29	Install Bioclimatic filter system at factory, not on site	-\$3,700
VE#59	Boiler deposit with ACCO--still confirming credit	-\$92,000
230513	COMMON MOTOR REQMNTS/HVAC EQUIP	incl
230519	METERS AND GAGES FOR HVAC PIPING	incl
230548	VIBRATION ABD SEISMIC CONTROLS	incl
230550	BASIC MECHANICAL MATERIALS & METHODS	incl
230553	IDENTIFICATION FOR HVAC PIPING & EQUIPMENT	incl
250593	TESTING, ADJUSTING AND BALANCING	incl
230713	DUCT INSULATION	incl
230716	HVAC EQUIPEMNT INSULATION	incl
230719	HVAC PIPING INSULATION	incl
230800	MECHANICAL SYSTEMS COMMISSIONING	incl
230913	INSTRUMENTATION & CONTROL DEVICES HVAC	incl
230923	DIGITAL CONTROL EQUIPMENT FOR HAVC	incl
232113	HYDRONIC PIPING	incl
232123	HYDRONIC PUMPS	incl
232213	STEAM AND CONDENSATE HEATING PIPING	incl
232214	STEAM AND CONDENSATE HEATING SPECIALTIES	incl
232300	REFRIERANT PIPING	incl
232500	HVAC WATER TREATMENT	incl
233100	HVAC DUCTS AND CASINGS	incl
233300	AIR DUCT ACCESSORIES	incl
233416	CENTRIFUGAL HVAC FANS	incl
233600	AIR TERMINAL UNITS	incl
233700	AIR OUTLETS AND INLETS	incl
235100	BREECHINGS, CHIMNEYS AND STACKS	incl
235216	CONDENSING BOILERS	incl
235216	DEAREATORS	incl
236090	FOOD SERVICE SYSTEMS COMMISSIONING	incl
236313	AIR-COOLED REFRIGERANT CONDENSERS	incl
237413	PACKAGED OUTDOOR CENTRAL STATION AHU's	incl
260519	LOW VOLTAGE ELEC POWER CONDUCTORS	incl
260526	GROUNDING AND BONDING FOR ELEC SYSTEMS	incl
230529	HANGERS AND SUPPORTS FOR ELEC SYSTEMS	incl
260533	RACEWAYS AND BOXES FOR ELEC SYSTEMS	incl
260543	UG DUCTS AND RACEWAYS FOR ELEC SYSTEMS	incl
260544	SLEEVES/SEALS FOR ELEC RACEWAYS/SYSTEMS	incl
260548	SEISMIC CONTROLS FOR ELEC SYSTEMS	incl
260553	IDENTIFICATION FOR ELEC SYSTEMS	incl
260572	OVERCURRENT PROTECTIVE DEVICE SHORT CIRCUIT STUDY	incl
260573	OVERCURRENT PROTECTIVE DEVICE COORDINATION STUDY	incl
230574	OVERCURRENT PROTECTIVE DEVICE ARC-FLASH STUDY	incl
260800	LIGHTING CONTROL COMMISSIONING	incl
260923	LIGHITNG CONTROL DEVICES	incl
232200	LOW VOLTAGE TRANSFORMERS	incl
232413	SWITCHBOARDS	incl

262416	PANELBOARDS	incl
262726	WIRING DEVICES	incl
262816	ENCLOSED SWITCHES & CIRCUIT BREAKERS	incl
262913	ELECTRICAL POWER MONITORING	incl
263100	PHOTOVOLTAIC SYSTEM	NIC
263100.10	PHOTOVOLTAIC ENERGY POWER OPTIMIZER	NIC
263190	PHOTOVOLTAIC SYSTEM COMMISSIONING	NIC
263213	ENGINE GENERATORS	incl
263235	STANDBY GENERATOR COMMISSIONING	incl
263600	TRANSFER SWITCHES	incl
265119	LED INTERIOR LIGHTING	incl
265613	LIGHTING POLES AND STANDARDS	\$37,000
265619	EXTERIOR LIGHTING	incl
270526	GROUNDING AND BONDING FOR COMM SYSTEMS	\$3,795,000
VE#45	VE ALLOWANCE FOR CHANGING LIGHTING PACKAGE	-\$50,000
270528	PATHWAYS FOR COMMUNICATION SYSTEMS	incl
270536	CABLE TRAYS FOR COMMUNICATION SYSTEMS	incl
270544	SLEEVES/SEALS FOR COMM RACEWAYS/SYSTEMS	incl
270800	COMMUNICATIONS COMMISSIONING	incl
271100	COMMUNICATION EQUIPMENT ROOM FITTINGS	incl
271300	COMMUNICATION BACKBONE CABLING	incl
271500	COMMUNICATION HORIZONTAL CABLING	incl
280513	CONDUCTORS/CABLES FOR ELECTRONIC SAFETY/SECURITY	incl
280526	GROUNDING/BONDING FOR ELECTRONIC SAFETY/SECURITY	incl
280528	PATHWAYS FOR ELECTRONIC SAFETY/SECURITY	incl
281600	INTRUSION DETECTION AND ALARM	incl
283111	DIGITAL ADDRESSABLE FIRE ALARM SYSTEM	incl
311100	CLEARING AND GRUBBING	incl
311400	EARTH STRIPPING AND STOCKPILING	incl
312300	EXCAVATION AND FILL/PAVING	\$143,000
VE#03	Add for paving south of loading dock for deleted concrete	\$49,500
VE#02	Reduce section at parking stalls	-\$10,000
312333	TRENCHING AND BACKFILLING	incl
316329	DRILLED PIERS	\$9,642
320513	SOIL FOR BIORETENTION FACILITIES	\$128,000
320523	CEMENT & CONCRETE FOR CIVIL IMPROVEMENTS	\$884,000
VE#03	Provide credit for concrete paving south of Loading Dock	-\$115,000
VE#38	Delete sandblast finish for conc paving (all conc flatwork to be broom finish)	-\$99,000
VE#39	Eliminate rebar on sidewalks; add mesh	-\$2,500
VE#40	Delete board form finish on seat wall	-\$11,000
VE#42	Install broom finish concrete in lieu of pavers	-\$22,000
321100	BASE COURSES	incl
321200	FLEXIBLE PAVING	incl
321313	CONCRETE PAVING	incl
321540	DECOMPOSED GRANITE & CRUSHED ROCK PAVE	incl
321613	CONCRETE CURBS AND GUTTERS	incl
321713	PARKING BUMPERS	incl
321723	PAVEMENT MARKINGS	\$6,700

ATTACHMENT 3

SCHEDULE OF LEASE PAYMENTS

Amortization Schedule

Loan Amount: \$2,160,716
 Interest: 7.25% Annual
 Term in Months: 12
 Payment Frequency: Monthly

<u>Payment #</u>	<u>Total Payment</u>	<u>Principal Payment</u>	<u>Interest Payment</u>	<u>Balance</u>
				\$2,160,716.00
1	\$187,208.84	\$174,154.51	\$13,054.33	\$1,986,561.49
2	\$187,208.84	\$175,206.70	\$12,002.14	\$1,811,354.79
3	\$187,208.84	\$176,265.24	\$10,943.60	\$1,635,089.55
4	\$187,208.84	\$177,330.17	\$9,878.67	\$1,457,759.38
5	\$187,208.84	\$178,401.54	\$8,807.30	\$1,279,357.84
6	\$187,208.84	\$179,479.39	\$7,729.45	\$1,099,878.45
7	\$187,208.84	\$180,563.74	\$6,645.10	\$919,314.71
8	\$187,208.84	\$181,654.65	\$5,554.19	\$737,660.06
9	\$187,208.84	\$182,752.14	\$4,456.70	\$554,907.92
10	\$187,208.84	\$183,856.27	\$3,352.57	\$371,051.65
11	\$187,208.84	\$184,967.07	\$2,241.77	\$186,084.58
12	\$187,208.84	\$186,084.58	\$1,124.26	\$0.00
Totals	\$2,246,506.08	\$2,160,716.00	\$85,790.08	

EXHIBIT "2"

EXHIBIT F

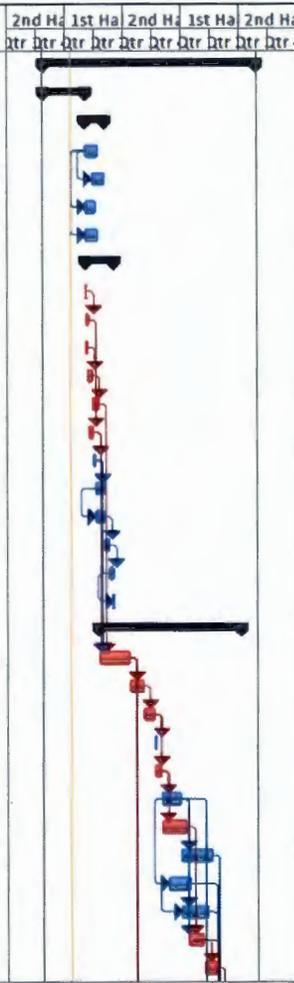
CONSTRUCTION SCHEDULE

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

See attached.

EXHIBIT "2"

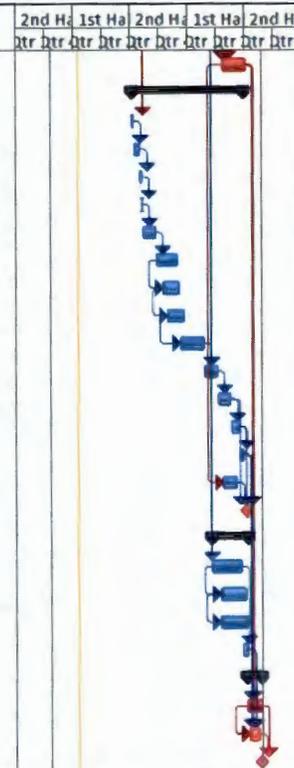
ID	Task Name	Duration	Start	Finish	2nd H ₂ Qtr	1st H ₂ Qtr	2nd H ₂ Qtr	1st H ₂ Qtr	2nd H ₂ Qtr
1	OUSD The Center 2.0	477 days	Wed 10/25/17	Fri 8/23/19					
2	Bid Project	94 days	Wed 10/25/17	Mon 3/5/18					
10	Construction Admin Start-up	45 days	Mon 3/5/18	Fri 5/4/18					
11	Execute subcontracts/Buy-out Purchase Orders	30 days	Mon 3/5/18	Fri 4/13/18					
12	Develop Master Schedule	30 days	Mon 3/26/18	Fri 5/4/18					
13	Procure General Conditions items	25 days	Mon 3/5/18	Fri 4/6/18					
14	Continue start-up procedures and meetings	30 days	Mon 3/5/18	Fri 4/13/18					
15	Construction Field Work	64 days	Tue 3/6/18	Fri 6/1/18					
16	District's removal of [E] Trailers	3 days	Tue 3/6/18	Thu 3/8/18					
17	Move-in new trailers/hook up utilities	5 days	Fri 3/9/18	Thu 3/15/18					
18	Demo all [E] reinforcing steel on casting slabs	5 days	Tue 3/6/18	Mon 3/12/18					
19	Add to or remove and replace [E] casting slabs	10 days	Tue 3/13/18	Mon 3/26/18					
20	Demo & replace all existng tilt-up panel formwork incl rebar & embeds	15 days	Tue 3/27/18	Mon 4/16/18					
21	Verify all utility stubs are properly placed within building	10 days	Fri 3/16/18	Thu 3/29/18					
22	Verify embedded steel is correctly located w/ proper embeds	5 days	Fri 3/30/18	Thu 4/5/18					
23	Add any and all missing utility underslab installations	20 days	Fri 4/6/18	Thu 5/3/18					
24	Verify compaction within building footprint	20 days	Fri 4/6/18	Thu 5/3/18					
25	Use existing underslab gravel (or replace?); install new Stego wrap	10 days	Fri 5/4/18	Thu 5/17/18					
26	Set all forms for Kitchen Wing slab on grade	10 days	Fri 5/18/18	Thu 5/31/18					
27	Pour Kitchen Wing slab on grade	3 days	Wed 5/30/18	Fri 6/1/18					
28	Kitchen Area Work	318 days	Tue 4/17/18	Fri 7/5/19					
29	Complete all Tilt-up work	68 days	Tue 4/17/18	Fri 7/20/18					
30	Set up and pour topping slab complete	30 days	Mon 7/23/18	Fri 8/31/18					
31	Install support steel/Open Web joists/metal deck	25 days	Mon 9/3/18	Fri 10/5/18					
32	Remove casting slabs	5 days	Mon 10/8/18	Fri 10/12/18					
33	Install roof substrate and Roofing	15 days	Mon 10/8/18	Fri 10/26/18					
34	Metal stud wall framing	45 days	Mon 10/29/18	Fri 12/28/18					
35	Ext elements/SF/Metal Panels/Wood Panels/Windows/Doors/OH Doors	60 days	Mon 10/29/18	Fri 1/18/19					
36	Release affected Kitchen Equip after verification with framing layout	70 days	Mon 12/31/18	Fri 4/5/19					
37	MEPS rough installation	50 days	Mon 11/19/18	Fri 1/25/19					
38	Insulation, drywall, tape & texture, ceilings, flooring, finishes	60 days	Mon 12/31/18	Fri 3/22/19					
39	Painting and finishing	35 days	Mon 1/21/19	Fri 3/8/19					
40	Early FS items, interior doors/door hardware, remaining finishes	30 days	Mon 3/11/19	Fri 4/19/19					



Overaa/Eclipse/Tulum JV Project: OUSD The Center 2.0 Sch Date: Mon 1/15/18	Task		Inactive Task		Start-only	
	Split		Inactive Milestone		Finish-only	
	Milestone		Inactive Summary		Deadline	
	Summary		Manual Task		Critical	
	Project Summary		Duration-only		Critical Split	
	External Tasks		Manual Summary Rollup		Progress	
	External Milestone		Manual Summary			

EXHIBIT "2"

ID	Task Name	Duration	Start	Finish	2nd Ha	1st Ha	2nd Ha	1st Ha	2nd Ha
					tr	tr	tr	tr	tr
41	Install all Kitchen equipment	55 days	Mon 4/22/19	Fri 7/5/19					
42	Admin Area Work/Site Work Completion	255 days	Mon 7/9/18	Fri 6/28/19					
43	Layout, dig footings and place rebar	5 days	Mon 7/9/18	Fri 7/13/18					
44	Set all forms for Admin/Education Center Wing slab on grade incl Hardie bolts	14 days	Mon 7/16/18	Thu 8/2/18					
45	Underslab gravel, Stego and slab reinforcing	5 days	Fri 8/3/18	Thu 8/9/18					
46	Pour Admin/Education Center Wing slab on grade completing Bldg SOG	1 day	Fri 8/10/18	Fri 8/10/18					
47	Structural Steel framework, exterior walls, Hardie panels and roof framing	30 days	Mon 8/13/18	Fri 9/21/18					
48	Metal deck, roof substrate/Roofing and exterior finish, ext doors and windows	50 days	Mon 9/24/18	Fri 11/30/18					
49	Interior metal stud wall framing incl hardie panels	40 days	Mon 10/15/18	Fri 12/7/18					
50	MEPS rough installation	40 days	Mon 10/29/18	Fri 12/21/18					
51	Insulation, drywall, tape & texture, ceilings, flooring, finishes	55 days	Mon 12/10/18	Fri 2/22/19					
52	Painting and finishing, casework and trim	30 days	Mon 2/25/19	Fri 4/5/19					
53	Finish MEPS	30 days	Mon 4/8/19	Fri 5/17/19					
54	Early FS items, interior doors/door hardware, remaining finishes	20 days	Mon 5/20/19	Fri 6/14/19					
55	Install all Kitchen equipment	10 days	Mon 6/17/19	Fri 6/28/19					
56	Rain days (62 calendar days or 44 work days--now 34 work days)	34 days	Mon 4/22/19	Thu 6/6/19					
57	Substantial Completion	1 day	Mon 7/8/19	Mon 7/8/19					
58	Ongoing Sitework	85 days	Mon 3/18/19	Fri 7/12/19					
59	Exterior site work, truck bay work, ret walls, completion of all UG utilities	70 days	Mon 3/18/19	Fri 6/21/19					
60	Exterior Hardscape and all misc site items (wood/ornamental fence, etc)	60 days	Mon 4/15/19	Fri 7/5/19					
61	Exterior Landscape (incl planting beds/Garden elements) & hardscape items	65 days	Mon 4/15/19	Fri 7/12/19					
62	Paving and striping	15 days	Mon 6/24/19	Fri 7/12/19					
63	Closeout	35 days	Mon 7/8/19	Fri 8/23/19					
64	Commissioning, Training and O&M's	35 days	Mon 7/8/19	Fri 8/23/19					
65	Punchlist	25 days	Mon 7/15/19	Fri 8/16/19					
66	Final Completion	1 day	Fri 8/23/19	Fri 8/23/19					



Overaa/Eclipse/Tulum JV
Project: OUSD The Center 2.0 Sch
Date: Mon 1/15/18

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

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.

See attached.

EXHIBIT "3"

061063	LANDSCAPE WOOD STRUCTURES	\$82,045
062000	FINSIH CARPENTRY	\$4,000
064100	ARCHITECTURAL WOODWORK	\$161,012
VE#55	Tops from Corian to P-lam	-\$9,000
066413	FRP PANELS	\$69,830
071326	SELF ADHERING SHEET WATERPROOFING	\$78,000
071419	POLYURETHANE MEMBRANE WP	\$37,920
071616	CRYSTALLINE WATERPROOFING	incl
071900	WATER REPELLANTS	\$11,000
072100	BUILDING INSULATION	\$319,171
VE#50	Install with no wires	-\$8,405
072616	UNDER SLAB VAPOR BARRIER	incl
072719	PLASTIC SHEET WATER RESISTIVE BARRIERS	\$85,127
074200	COMPOSITE WALL PANELS	\$1,765,945
VE#23	Delete Composite and Metal in order to use Plaster	-\$701,115
074209	EXTERIOR ACOUSTIC ROOF SCREEN	incl
074213	METAL WALL PANELS	incl
074623	WOOD SIDING	incl
075100	BUILT-UP BITUMINOUS ROOFING	\$551,757
076000	FLASHING & SHEET METAL	incl
077200	ROOF ACCESSORIES	\$2,790
078400	FIRESTOPPING	incl
079200	JOINT SEALANTS	\$60,000
081113	HOLLOW METAL DOORS AND FRAMES	\$182,212
081416	FLUSH WOOD DOORS	incl
081613	FIBERGLASS DOORS	incl
083113	ACCESS DOORS	\$6,656
083613	SECTIONAL OVERHEAD DOORS	\$116,912
083800	TRAFFIC DOORS	incl
084113	ALUMINUM FRAMED ENTRANCES AND SF	\$481,012
086300	METAL FRAMED SKYLIGHTS	\$70,000
087100	DOOR HARDWARE	incl
087813	OPENING ACTUATORS	incl
088100	GLASS GLAZING	incl
089100	WALL LOUVERS	\$8,500
092216	NON-STRUCTURAL METAL FRAMING	incl
092400	PORTLAND CEMENT PLASTERING	\$134,305
VE#23	Add plaster at deleted metal and composite panel areas	\$170,804
092900	GYPSTUM BOARD	\$1,815,789
VE#01	LEVEL 4 DRYWALL FINISH IN LIEU OF LEVEL 5	-\$22,000
VE#07	Revise west corridor to Ceiling Tile in lieu of Hardlid	-\$16,372
VE#14	Delete Coved soffits in RR's/ Install light fixtures in hardlid	-\$8,196
VE#18	Use 3/4" ply in lieu of diamond plate	-\$38,306
093000	CERAMIC TILE	\$81,381
VE#10	Tile at Wet walls only	-\$44,328
095116	ACOUSTICAL TILE CEILINGS	\$158,700
VE#07	Revise west corridor to Ceiling Tile in lieu of Hardlid	\$9,300
VE#05	Replace Armstrong with Certainteed manufacturer	-\$10,000
VE#56	Revise ACT-2 tile to 2X4 in lieu of 2X2 (demonstration teaching and production)	\$13,680

EXHIBIT "3"

096513	RESILIENT BASE AND ACCESSORIES	incl
096723	POLYURETHANE COMPOSITE FLOORING	\$208,820
096729	EPOXY TERRAZZO FLOORING	\$59,400
097217	LARGE-SCALE WALL GRAPHICS	\$35,000
098414	TACKABLE ACOUSTIC WALL PANELS	\$3,000
099100	PAINTING	\$290,900
VE#10	Add for paint at all VE'd walls that had ceramic tile	\$15,000
099623	GRAFFITI-RESISTANT COATINGS	\$5,500
099423	INTERIOR CONCRETE WALL SEALER	\$6,500
099729	CONCRETE FLOOR SEALING	\$18,865
101133	VISUAL DISPLAY UNITS	\$18,865
101400	SIGNAGE	\$117,324
102113	SOLID SURFACE TOILET COMPARTMENTS	\$22,978
VE#49	Installing ASI toilet accessories in lieu of Bobrick	-\$2,072
102116	SHOWER COMPARTMENTS	\$5,656
102623	IMPACT RESISTANT WALL PROTECTION	\$227,513
102813	COMMERCIAL TOILET ACCESSORIES	incl
104400	FIRE PROTECTION SPECIALTIES	\$4,538
105113	METAL LOCKERS	\$24,950
VE#48	Install ASI Storage metal lockers in lieu of specified	-\$8,706
105133	LOCKER ROOM BENCHES	incl
107500	FLAGPOLES	\$5,739
111300	LOADING DOCK EQUIPMENT	\$157,026
114000	FOOD SERVICE EQUIPMENT	\$5,360,000
VE#58	Mayekawa Food Service Equip last minute VE	-\$100,000
VE#58.1	Mayekawa will honor deposits from 1.0	-\$443,802
115221	TELEVISION AND PROJECTOR MOUNTS	\$6,934
115354	FLAMMABLE SAFETY CABINETS	\$3,378
118276	WASTE COMPACTORS AND DESTRUCTORS	\$6,000
122413	ROLLER WINDOW SHADES	\$18,524
123613	EXTERIOR CONCRETE COUNTERTOPS	\$13,500
123661	SOLID SURFACING COUNTERTOPS	incl
124843	ENTRANCE FLOOR MATS	\$14,680
129300	SITE FURNISHINGS--STAIR NOSINGS	\$1,844
	BIKE RACKS--5 ea	\$16,880
	BIKE LOCKERS	\$5,500
	TRENCH DRAIN--POLY	\$28,283
133413	GREENHOUSES	\$97,000
211300	FIRE SUPPRESSION SYSTEM	\$427,850
220501	PLUMBING GENERAL REQUIREMENTS	\$2,480,000
220800	PLUMBING SYSTEMS COMISSIONING	incl
220813	TESTING PIPING SYSTEMS	incl
221005	PLUMBING PIPING	incl
221006	PLUMBING PIPING SPECIALTIES	incl
221201	ABOVE GROUND RAINWATER STORAGE TANK	NIC
221501	COMPRESSED AIR SYSTEM	incl
223000	PLUMBING EQUIPMENT	incl
224000	PLUMBING FIXTURES	incl
230500	HVAC GENERAL REQUIREMENTS	\$4,017,111

EXHIBIT "3"

VE#31	Delete AHU and Rooftop fan bases/add concrete instead	-\$30,000
VE#26	Alternate Steam Boiler Equipment	-\$100,000
VE#27	Syserco to reduce their bid day cost	-\$11,000
VE#29	Install Bioclimatic filter system at factory, not on site	-\$3,700
VE#59	Boiler deposit with ACCO--still confirming credit	-\$92,000
230513	COMMON MOTOR REQMENTS/HVAC EQUIP	incl
230519	METERS AND GAGES FOR HVAC PIPING	incl
230548	VIBRATION ABD SEISMIC CONTROLS	incl
230550	BASIC MECHANICAL MATERIALS & METHODS	incl
230553	IDENTIFICATION FOR HVAC PIPING & EQUIPMENT	incl
250593	TESTING, ADJUSTING AND BALANCING	incl
230713	DUCT INSULATION	incl
230716	HVAC EQUIPEMNT INSULATION	incl
230719	HVAC PIPING INSULATION	incl
230800	MECHANICAL SYSTEMS COMMISSIONING	incl
230913	INSTRUMENTATION & CONTROL DEVICES HVAC	incl
230923	DIGITAL CONTROL EQUIPMENT FOR HAVC	incl
232113	HYDRONIC PIPING	incl
232123	HYDRONIC PUMPS	incl
232213	STEAM AND CONDENSATE HEATING PIPING	incl
232214	STEAM AND CONDENSATE HEATING SPECIALTIES	incl
232300	REFRIERANT PIPING	incl
232500	HVAC WATER TREATMENT	incl
233100	HVAC DUCTS AND CASINGS	incl
233300	AIR DUCT ACCESSORIES	incl
233416	CENTRIFUGAL HVAC FANS	incl
233600	AIR TERMINAL UNITS	incl
233700	AIR OUTLETS AND INLETS	incl
235100	BREECHINGS, CHIMNEYS AND STACKS	incl
235216	CONDENSING BOILERS	incl
235216	DEAREATORS	incl
236090	FOOD SERVICE SYSTEMS COMMISSIONING	incl
236313	AIR-COOLED REFRIGERANT CONDENSERS	incl
237413	PACKAGED OUTDOOR CENTRAL STATION AHU's	incl
260519	LOW VOLTAGE ELEC POWER CONDUCTORS	incl
260526	GROUNDING AND BONDING FOR ELEC SYSTEMS	incl
230529	HANGERS AND SUPPORTS FOR ELEC SYSTEMS	incl
260533	RACEWAYS AND BOXES FOR ELEC SYSTEMS	incl
260543	UG DUCTS AND RACEWAYS FOR ELEC SYSTEMS	incl
260544	SLEEVES/SEALS FOR ELEC RACEWAYS/SYSTEMS	incl
260548	SEISMIC CONTROLS FOR ELEC SYSTEMS	incl
260553	IDENTIFICATION FOR ELEC SYSTEMS	incl
260572	OVERCURRENT PROTECTIVE DEVICE SHORT CIRCUIT STUDY	incl
260573	OVERCURRENT PROTECTIVE DEVICE COORDINATION STUDY	incl
230574	OVERCURRENT PROTECTIVE DEVICE ARC-FLASH STUDY	incl
260800	LIGHTING CONTROL COMMISSIONING	incl
260923	LIGHITNG CONTROL DEVICES	incl
232200	LOW VOLTAGE TRANSFORMERS	incl
232413	SWITCHBOARDS	incl

EXHIBIT "3"

262416	PANELBOARDS	incl
262726	WIRING DEVICES	incl
262816	ENCLOSED SWITCHES & CIRCUIT BREAKERS	incl
262913	ELECTRICAL POWER MONITORING	incl
263100	PHOTOVOLTAIC SYSTEM	NIC
263100.10	PHOTOVOLTAIC ENERGY POWER OPTIMIZER	NIC
263190	PHOTOVOLTAIC SYSTEM COMMISSIONING	NIC
263213	ENGINE GENERATORS	incl
263235	STANDBY GENERATOR COMMISSIONING	incl
263600	TRANSFER SWITCHES	incl
265119	LED INTERIOR LIGHTING	incl
265613	LIGHTING POLES AND STANDARDS	\$37,000
265619	EXTERIOR LIGHTING	incl
270526	GROUNDING AND BONDING FOR COMM SYSTEMS	\$3,795,000
VE#45	VE ALLOWANCE FOR CHANGING LIGHTING PACKAGE	-\$50,000
270528	PATHWAYS FOR COMMUNICATION SYSTEMS	incl
270536	CABLE TRAYS FOR COMMUNICATION SYSTEMS	incl
270544	SLEEVES/SEALS FOR COMM RACEWAYS/SYSTEMS	incl
270800	COMMUNICATIONS COMMISSIONING	incl
271100	COMMUNICATION EQUIPMENT ROOM FITTINGS	incl
271300	COMMUNICATION BACKBONE CABLING	incl
271500	COMMUNICATION HORIZONTAL CABLING	incl
280513	CONDUCTORS/CABLES FOR ELECTRONIC SAFETY/SECURITY	incl
280526	GROUNDING/BONDING FOR ELECTRONIC SAFETY/SECURITY	incl
280528	PATHWAYS FOR ELECTRONIC SAFETY/SECURITY	incl
281600	INTRUSION DETECTION AND ALARM	incl
283111	DIGITAL ADDRESSABLE FIRE ALARM SYSTEM	incl
311100	CLEARING AND GRUBBING	incl
311400	EARTH STRIPPING AND STOCKPILING	incl
312300	EXCAVATION AND FILL/PAVING	\$143,000
VE#03	Add for paving south of loading dock for deleted concrete	\$49,500
VE#02	Reduce section at parking stalls	-\$10,000
312333	TRENCHING AND BACKFILLING	incl
316329	DRILLED PIERS	\$9,642
320513	SOIL FOR BIORETENTION FACILITIES	\$128,000
320523	CEMENT & CONCRETE FOR CIVIL IMPROVEMENTS	\$884,000
VE#03	Provide credit for concrete paving south of Loading Dock	-\$115,000
VE#38	Delete sandblast finish for conc paving (all conc flatwork to be broom finish)	-\$99,000
VE#39	Eliminate rebar on sidewalks; add mesh	-\$2,500
VE#40	Delete board form finish on seat wall	-\$11,000
VE#42	Install broom finish concrete in lieu of pavers	-\$22,000
321100	BASE COURSES	incl
321200	FLEXIBLE PAVING	incl
321313	CONCRETE PAVING	incl
321540	DECOMPOSED GRANITE & CRUSHED ROCK PAVE	incl
321613	CONCRETE CURBS AND GUTTERS	incl
321713	PARKING BUMPERS	incl
321723	PAVEMENT MARKINGS	\$6,700

EXHIBIT "4"

REGISTERED SUBCONTRACTORS LIST
(Labor Code Section 1771.1)

PROJECT: Center Phase 2 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: Overaa/Tulum/Eclipse Joint Venture

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT



Department of Facilities Planning and Management

ROUTING FORM

Project Information

Project Name	Center Phase 2 Project	Site	184
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Basic Directions

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

Attachment Checklist	<input type="checkbox"/> Proof of general liability insurance, including certificates and endorsements, if contract is over \$15,000
	<input type="checkbox"/> Workers compensation insurance certification, unless vendor is a sole provider

Contractor Information

Contractor Name	Overaa/Tulum/Eclipse Joint Venture	Agency's Contact	Carl Overaa
OUSD Vendor ID #		Vendor Title:	Vice President
Address	200 Parr Boulevard Richmond, CA 94801	Telephone	510-234-0926
		Policy Expires:	
Contractor History	Previously been an OUSD contractor?	<input checked="" type="checkbox"/> Yes	Worked as an OUSD employee? <input type="checkbox"/> Yes
OUSD Project #	13133		

Term

Date Work Will Begin	9/27/17	Date Work Will End By (not more than 5 years from start date)	8/23/19
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Compensation

Total Contract Amount	\$43,003,331.00	Total Contract Not To Exceed	
Pay Rate Per Hour (if Hourly)		If Amendment, Changed Amount	
Other Expenses		Requisition Number	

Budget Information

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

Resource #	Funding Source	Org Key	Object	Amount
9450	Fund 21, Measure J	1849905892	6271	\$43,003,331.00

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.

	Division Head	Phone	510-535-7038	Fax	510-535-7082
1.	Director, Department of Facilities Planning and Management				
	Signature				Date Approved
2.	General Counsel, Department of Facilities Planning and Management				
	Signature				Date Approved
3.	Deputy Chief, Department of Facilities Planning and Management				
	Signature				Date Approved
4.	Senior Business Officer, Board of Education				
	Signature				Date Approved
5.	President, Board of Education				
	Signature				Date Approved

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**

**OAKLAND UNIFIED SCHOOL DISTRICT
Department of Facilities Planning and Management
AGREEMENT REQUEST FORM**

Requested By:	Date Requested:
----------------------	------------------------

Project Name Center Phase 2 Project
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Project Number: 13133

Vendor (Name, Address, Phone, Email): Overaa/Tulum/Eclipse Joint Venture 200 Parr Boulevard Richmond, CA 94801 510-234-0926 carlo@overaa.com
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FUNDING SOURCE(s)
Fund 21, Measure J

BUDGET NUMBER
1849905892 - 6271

RESOURCE	9450
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VENDOR NUMBER

APPROVED:

Joe Dominguez, Deputy Chief of Facilities	Date
---	------

Cesar Monterrosa, Facilities Director	Date
---------------------------------------	------

Local Business Participation	LOCAL	SMALL	RESIDENT	TOTAL
	31 %	30.37 %	%	61.23 %

TYPE OF SERVICE / FORM OF CONTRACT

1	Architectural / Engineering / Design <i>Greater than \$87,700</i>	<input type="checkbox"/>
2	Independent Consultant <i>Greater than \$87,700</i>	<input type="checkbox"/>
3	Equipment, Materials, Supplies <i>Greater than \$87,700</i>	<input type="checkbox"/>
4	B-G Repairs and Maintenance Services <i>Greater than \$175,000</i>	<input type="checkbox"/>
5	Award of Bid (Construction)	<input type="checkbox"/>
6	Construction Work - CUPCCAA <i>(\$45,000 to \$175,000)</i>	<input type="checkbox"/>
7	B-G Repairs and Maintenance Services CUPCCAA (\$45,000 to \$175,000)	<input type="checkbox"/>
8	Preliminary Services Lease Leaseback, JV's (from legal)	<input type="checkbox"/>
9	Site and Facilities Leases Lease Leaseback, JV's (from legal)	<input type="checkbox"/>

10	Architectural / Engineering / Design <i>Less than \$87,700</i>	<input type="checkbox"/>
11	Independent Contractor <i>Less than \$87,700</i>	<input type="checkbox"/>
12	Purchase Order (P.O.) Equipment, Materials, Supplies up to \$50,000	<input type="checkbox"/>
13	Construction Work - CUPCCAA <i>Less than \$45,000</i>	<input type="checkbox"/>
14	B-G Repairs and Maintenance Services <i>Less than \$45,000</i>	<input type="checkbox"/>
15	PIGGYBACK Resolution for Equipment, Supplies, Vehicles, and Personal Property (NOT SERVICES)	<input type="checkbox"/>
16	CMAS for Equipment, Materials, Supplies and Services	<input type="checkbox"/>
17	AMENDMENT to existing Contract (Provide details of Amendment on following page)	<input checked="" type="checkbox"/>
18	CHANGE ORDER (No.)	<input type="checkbox"/>

**For CONSTRUCTION CONTRACTS -
On following page sheet provide:**

- 1.Date(s) of Bid Advertisement;
- 2.Number of Bids Received, List of Bidders and Bid Amounts;
- 3.Date of Bid Opening;
- 4.Name of Architect;
- 5.Project Duration
- 6.Liquidated Damages \$ per day
- 7.Phasing/Milestones
- 8.DIR Contractor/Subcontractor registration # _____

CONTRACT TERM	
Start Date / End Date:	9-27-17 / 8-23-19
TOTAL COST:	\$43,003,331.00

**For Non-Construction AGREEMENTS
Provide: Greater than or equal \$87,700**

- 1.Date(s) of Formal RFQ/RFP Advertisement:

or
2. Exception to Competitive Bid relied upon:
(from Contract Justification Form)

SCOPE OF SERVICES, including Amendments

Construction of the Center Phase 2 Project at Foster Elementary School in accordance with the Facilities Lease for a Guaranteed Maximum Price ("GMP") of \$43,003,331.00.

REASON SERVICES OR EQUIPMENT IS NEEDED, including Amendments

Amendment is needed to account for the GMP and Construction Schedule for the Project.

For AMENDMENTS:

- 1. Amendment No.: 1
- 2. Current Contract Amount: \$220,000 for preconstruction services
- 3. Increased Contract Amount this Amendment \$42,783,311.00
- 4. Revised Contract Amount (lines 2. plus 3.) \$43,003,311
- 5. Contract Duration/Extension Original Start: 9/27/17 Original End: N/A Revised End: 8/23/19

For CONSTRUCTION CONTRACTS -

- 1. Date(s) of Bid Advertisement;
- 2. Number of Bids Received, List of Bidders and Bid Amounts;
- 3. Date of Bid Opening;
- 4. Name of Architect;
- 5. Project Duration
- 6. Liquidated Damages \$ per day \$0.00
- 7. Phasing/Milestones
- 8. DIR Contractor / Subcontractor registration #;
- 9. Other pertinent information.