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File ID Number	18-1512
Introduction Date	6-27-2018
Enactment Number	18-1070
Enactment Date	6/27/18 os



**OAKLAND UNIFIED
SCHOOL DISTRICT**

Community Schools, Thriving Students

Memo

To Board of Education

From Kyla Johnson-Trammell, Superintendent and Secretary, Board of Education
Timothy White, Deputy Chief, Facilities Planning and Management

Board Meeting Date June 27, 2018

Subject Amendment No. 2 to a Facilities Lease Agreement - Cahill/Focon Joint Venture - Fremont High School New Construction Project

Action Requested Approval by the Board of Education of Amendment No. 2, to a Facilities Lease Agreement between the District and Cahill/Focon Joint Venture, Oakland, CA, for the latter to provide increment #2 which includes site demolition, site improvements, and a new two story pre-fab building from Project Frog, in conjunction with the Fremont High School New Construction Project, extending Agreement term from September 27, 2017 through August 30, 2018 to August 30, 2019, for performance of services specified in the Scope of Work, in an amount of \$18,339,992.00, increasing the previous contract amount from \$7,093,095.00 to \$25,433,087.00. All remaining portions of the Agreement shall remain in full force and effect.
*Agreement approved September 27, 2017; File No. 17-1925; Enactment No. 17-1416

Discussion Increment #2 site work and improvements are needed to installation of new pre fab project frog building and extended the contract another 12months.

LBP (Local business participation percentage) 58%

Recommendation Approval by the Board of Education of Amendment No. 2, to a Facilities Lease Agreement between the District and Cahill/Focon Joint Venture, Oakland, CA, for the latter to provide increment #2 which includes site demolition, site improvements, and a new two story pre-fab building from Project Frog, in conjunction with the Fremont High School New Construction Project, extending Agreement term from September 27, 2017 through August 30, 2018 to August 30, 2019, for performance of services specified in the Scope of Work, in an amount of \$18,339,992.00, increasing the previous contract amount from \$7,093,095.00 to \$25,433,087.00. All remaining portions of the Agreement shall remain in full force and effect.
*Agreement approved September 27, 2017; File No. 17-1925; Enactment No. 17-1416

Fiscal Impact Fund 21, Measure J

Attachments

- Amendment No. 2, including scope of work



**OAKLAND UNIFIED
SCHOOL DISTRICT**
Community Schools, Thriving Students

- Consultant Proposal
- Insurance Certificate



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 JV

Project Name: Fremont New Construction **Project No.:** 13158

Contract Term: Intended Start: 7/1/2018 Intended End: 8/30/2019

Annual (if annual contract) or Total (if multi-year agreement) Cost: \$18,339,992.00

Approved by: Tadashi Nakadegawa

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?

Lease Leaseback Developer

Summarize the services this Vendor will be providing.

This scope covers increment 2 and that scope includes, site demolition, site improvements, and a new 2 story pre fab building from Project Frog.

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

If No, please answer the following:

1) How did you determine the price is competitive?

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 \$90,200 (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**

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

LOCAL BUSINESS UTILIZATION EVALUATION FOR FREMONT HS NEW CONSTRUCTION LLB
RFQ/RFP NO. 003-17
May 2017

FIRM/TEAM	Firms	LBE/SLBE/ SLRBE	LBP COMPLIANT Y/N	PROPOSED JV FEE LBU PERCENTAGE	LBU Credit Based on Policy*	NOTES
Cahill/Focon JV			Y			
	Cahill Contractors	LBE		58%	Pending LBP for subcontractors	
	Focon	SLBE		42%		
			TOTAL	100%	0%	
McCarthy Building Companies, Inc.			Y			
	McCarthy Building	LBE		75%	25%	
	Adulis CM, Inc.	SLBE		15%	15%	
	A Squared Ventures	SLBE		10%	10%	
			TOTAL	25%	50%	

* Based on Local Business Policy, LBE credit has a maximum of 25%


APPROVAL- LBU Compliance Officer



AMENDMENT NO. 2 TO A LEASE-LEASE BACK AGREEMENT

This Amendment is entered into between the Oakland Unified School District (OUSD) and Cahill/Focon/JV. OUSD entered into an Agreement with CONTRACTOR for services on February 28, 2018, and the parties agree to amend that Agreement as follows:

1. Services:	<input type="checkbox"/> The scope of work is <u>unchanged</u> .	<input checked="" type="checkbox"/> The scope of work has <u>changed</u> .
If scope of work changed: Provide brief description of revised scope of work including description of expected final results, such as services, materials, products, and/or reports; attach additional pages as necessary. <u>Attach revised scope of work.</u>		
The CONTRACTOR agrees to provide the following amended services: <u>The scope covers increment 2- site demolition, site improvements, and a new 2-story pre fab building from Project frog in the following order:</u>		
<u>Increment#2 GMP Estimate / Schedule of Values and General Conditions dated May 30, 2018</u>		
<u>Increment #2 Owner Allowance Log Dated May 21, 2018</u>		
<u>Increment #2 Construction Schedule dated March 30, 2018</u>		
<u>Increment #2 Qualifications, Assumptions & Exclusions dated May 21, 2018</u>		
2. Terms (duration):	<input type="checkbox"/> The term of the contract is <u>unchanged</u> .	<input checked="" type="checkbox"/> The term of the contract has <u>changed</u> .
If term is changed: The contract term is extended by an additional <u>12 months</u> , and the amended expiration date is <u>August 30, 2019</u> .		
3. Compensation:	<input type="checkbox"/> The contract price is <u>unchanged</u> .	<input checked="" type="checkbox"/> The contract price has <u>changed</u> .
If the compensation is changed: The contract price is		
<input checked="" type="checkbox"/> increase of \$18,339,992.00 to the original contract amount		
<input type="checkbox"/> Decrease of \$ _____ to original contract amount		
and the contract total is Twenty-five million, four hundred thirty-three thousand, eighty-seven No/100 dollars. (\$25,433,087.00)		

4. **Remaining Provisions:** All other provisions of the Agreement, and prior Amendment(s) if any, shall remain unchanged and in full force and effect as originally stated.

5. **Amendment History:**

☐ There are no previous amendments to this Agreement. ☒ This contract has previously been amended as follows:

No.	Date	General Description of Reason for Amendment	Amount of Increase (Decrease)
1	2-28-2018	GMP for increment 1	\$7,093,095.00

6. **Approval:** This Agreement is not effective and no payment shall be made to Contractor until it is approved. Approval requires signature by the Board of Education, and the Superintendent as their designee.

OAKLAND UNIFIED SCHOOL DISTRICT

6/28/18

Amiee Eng, President,
Board of Education

Date



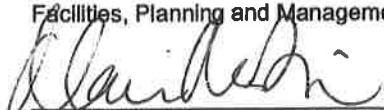
6/28/18

Kyla Johnson-Trammell, Superintendent
Secretary, Board of Education

Date

CONTRACTOR6/7/2018
DateBLAIR ALLISON, EXECUTIVE VICE PRESIDENT
Print Name, TitleTimothy White, Deputy Chief
Facilities, Planning and Management

Date

6/13/18
DateMarion McWilliams,
General Counsel, Facilities, Planning and Management**EXHIBIT "A" Scope of Work****Contractor Name: Cahill/Focon/JV****Billing Rate: \$18,339,992.00****1. Description of Services to be Provided**

The scope of work reflects increment 2 – site demolition, site improvements, and a new 2-story pre fab building from Project Frog in the following order:

Increment#2 GMP Estimate / Schedule of Values and General Conditions dated May 30, 2018

Increment #2 Owner Allowance Log Dated May 21, 2018

Increment #2 Construction Schedule dated March 30, 2018

Increment #2 Qualifications, Assumptions & Exclusions dated May 21, 2018

2. Specific Outcomes:

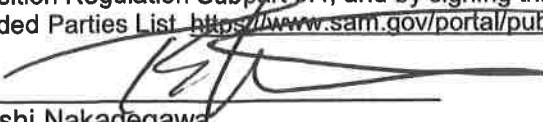
Create equitable opportunities for learning; and provide accountability for quality.

3. Alignment with District Strategic Plan: Indicate the goals and visions supported by the services of this contract:

<input type="checkbox"/> Ensure a high quality instructional core	<input type="checkbox"/> Prepare students for success in college and careers
<input type="checkbox"/> Develop social, emotional and physical health	<input type="checkbox"/> Safe, healthy and supportive schools
<input checked="" type="checkbox"/> Create equitable opportunities for learning	<input checked="" type="checkbox"/> Accountable for quality
<input type="checkbox"/> High quality and effective instruction	<input type="checkbox"/> Full service community district

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion: The District certifies to the best of its knowledge and belief, that it and its officials: Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal

Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List <https://www.sam.gov/portal/public/SAM>



Tadashi Nakadegawa
Director of Facilities Planning & Management



OUSD Fremont High School - #472

INCREMENT #2 - Qualifications, Assumptions & Exclusions
5/21/18 – CFJV Final Edits

GENERAL / DIVISION 1 QUALIFICATIONS

1. GMP is based on the Increment #2 scope of work as defined in the bid set drawings and specifications prepared by LCA Architects, dated February 1, 2018; Project Frog plans and specifications dated January 23, 2018; Addendums #1, #2, #3, **#4, #5**; and referencing the listed contract documents included in exhibit A.
2. We understand that the civil plans are being revised and the bioswale planter and utility scope will be modified. **We have currently excluded costs for all bioswale scope of work but include a \$500,000 allowance to cover this scope once designed.**
3. We do not include permit fees, testing, special inspection fees, DSA Fees, utility connection fees, and engineering associated with the aforementioned.
4. We do not include any potential costs or allowances due to changes resulting from plan check / permit review comments. We understand that the project is in for permit and still under review by DSA. Any and all changes forthcoming with respect to DSA comments will be the responsibility of the District (District Allowance).
5. We do not include costs for a final audit **performed by a 3rd party reviewer on behalf of the District.** If this is necessary, please add \$15,000 to our general conditions.
6. 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 #2 due to the nature of the design.
7. 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.
8. Schedule for this scope of work assumes all City of Oakland, utility company, PG&E and other regulatory agency approvals and permits are obtained in a timely manner. EBMUD permits will be needed by 9/1/2018 and PG&E permits will be required by 11/1/2018 to avoid impact to the schedule. **In regards to EBMUD, we anticipate the site side of water and fire water will need to be installed prior to 9/1/2018. If permits are obtained after this date the District runs the risk of EBMUD changing the tie in point.**
9. **We have identified several areas where we believe additional scope and costs may be incurred due to unforeseen conditions or where the contract documents do not provide enough information to provide a detailed estimate. We have included an owner allowance of \$784,000 to address these issues. Please reference our attached GMP Owner Allowance Log dated 04/06/2018.**



CAHILL / FOCON JOINT VENTURE

STATE CONTRACTORS LIC.# 1035872

03-3100 – CONCRETE & SHOTCRETE

1. Reference 033053.2.05 and 3.09, we include chemical cure by spraying curing compound, not wet cure w/ continuous fog spray or burlap.
2. We include maximum 15% fly-ash, not minimum 25% or 40% specified in 033053 and 321313. Higher fly-ash content needs longer cure time and presents moisture issues with the specified flooring.

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

1. We include \$4,000 for metal gate and fence hardware as none is specified.

07-2100 – INSULATION AND FIRESTOPPING

1. We include insulation thickness as shown on drawings, not 5.5" thick specified in 072100.2.2.A.1 since some wall depths will be less than 5.5".

07-5000 – ROOFING AND WATERPROOFING

1. We do not include roof flashing of future solar system stanchions as none are shown, but has "solar zone" note on roof plan.
2. ***We do not include blowale waterproofing. Final scope to be priced once designed and costs will be covered by \$500,000 blowale allowance.***
3. We include 15 mil vapor barrier under building slab (in concrete line), not Grace Preprufe 200 specified in Section 072716.
4. To be clear, waterproofing inside stem wall of foundation is limited to area where perf. pipe is installed per Drawing 2-P1.11 (Addendum No 1).

08-4000 – WINDOWS, STOREFRONTS, GLAZING AND SKYLIGHTS

1. We do not include design build scope of storefront system specified in 084000.2.01 as exterior glazing is designed by Project Frog.
2. Please note the Project Frog storefront windows can only be tested per AAMA 501.2 (spray test only). Windows can not be tested with negative air per District Material Standards. Cahill/Focon has included pre-testing of storefront assemblies per AAMA 501.2 and allowed for 1 week of testing by the District's testing agent.

09-6400 – FLOORING – CARPET, RESILIENT, WOOD

1. **We include VCT tile flooring per the specifications. We do not include Forbo Marmoleum per OUSD Standards.**
2. We include Koster Waterproofing systems Vap I 2000 per specifications for flooring moisture mitigation. If a cure applied product is substituted (VaporSeal 309 by FloorSeal Technologies) for moisture mitigation we can offer a savings of \$47,650.

10-0010 – MISC. SPECIALTIES AND EQUIPMENT

1. We include Platinum FSC series marker boards as equal in lieu of specified Magnatag product per section 101116.



2. We do not include acoustic wall treatments and smart boards. **Per request by OUSD we do include and \$10,000 for entry mats and \$51,000 for tack wall.**
3. We include corner guards per Section 102600 (provided in Addendum No 1), not the Omega product shown on Detail 1/2-A6.50.
4. We include (4) Dyson Airblade hand dryers at the restrooms, although not included in the contract documents.

10-1400 – SIGNAGE

1. **We have included an internal budget of \$18k for signage once designed. Per subcontractor input this should be sufficient.**

12-2000 – WINDOW TREATMENTS

1. We do not include specification 122413.13, Manually Operated Windows Shades. We do include specification 122413.16, Motorized Roller Shades. Per Project Frog, motorized window shades will be provided for all classrooms.

14-2000 – ELEVATORS

1. We include an OTIS, 3,500 lbs, 125 FPM elevator as this product will fit the Project Frog prefab hoist way. This includes OTIS **standard** components including but not limited to car performance times, door times, system performance times, HydroFit gauges, buttons, fans, etc. We do not include OUSD custom elevator standards as it cannot be accommodated with the Project Frog prefab wall kit. If the building could accommodate the equipment to meet District Standards; we understand the cost would be an additional \$100-\$200k.

22-0010 – PLUMBING

1. Reference to Drawing 2-P1.11 and Detail 2/2-P4.03, we include a \$7,000 allowance to provide pressure reducing station if pressure is too high. **We include insta-hots at restrooms. We do not include gas service.**
2. We do not include drywell for condensate drain per Add No 1 response (still shown on plumbing plans).

23-0010 – HVAC

1. We do not include “Future electric heater” noted on Drawing M2.11 as no further info is provided.
2. We have included HVAC controls with District Standard Alteron controls by Syserco. **We include a new head / control module at the MDF closet. This can serve future new construction but will not be integrated with existing campus controls that are out dated.**
3. In regards to commissioning (building envelope, lighting, HVAC controls), we have included 40 hours of control contractor time, 40 hours of HVAC contractor time, 40 hours of electrical contractor time, and 80 hours of Cahill/Focon coordination time for pre-functional and functional performance testing. Please note the current Cx plan is not project specific and the controls system included in the current design does not integrate with OUSDs system (hence we have included Alterton/Syserco per District Standards). The sequence of operation is not clearly defined nor does it address any typical enhanced commissioning design integration (i.e. BMS interface with Lighting



controls). As we anticipate this scope to be defined in the future, along with coordination of Project Frog supplied controls, we have included a \$20,000 allowance to cover design changes and incorporation of Cx standards in the design.

4. All control wire in walls and concealed will be ran exposed in plenum cable, not in conduit.

26-0010 – ELECTRICAL AND LOW VOLTAGE

1. **We include a clock/speaker by Comtel. We include Cisco Voice-over-IP telecommunication devices and infrastructure per new OUSD standards.**
2. **We include steel wire mold / raceways per OUSD standards at classroom locations.**
3. We include rough in for security cameras shown but we do not include security cameras as a specification is not provided. We assumed this will be by owner (as done at Whittier).
4. We include a \$50,000 allowance for additional scope encountered to facilitate the install of the new MSB serving the campus and tie in to Project Frog. Note the routing from pull box PB-1 to MSB location is not clear and needs to be designed based on actual field conditions. The intention of this allowance is to cover this work.
5. We include a \$50,000 allowance to facilitate the install of LV and FA system tie in back to the administration building. The extent of demo / reconstruction inside the administration building is unknown. The intention of this allowance is to cover this work.
6. We include a \$36,000 allowance for projectors and projection screens. Infrastructure is shown for these items but the equipment is not included in the current design.
7. We understand the comments from Jensen Hugh's are still being incorporated into the design. As such, we have included a \$20,000 allowance to cover the potential future design changes.
8. **We include safe off of existing portables at the future gym site and demo.**

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

1. We include a \$10,000 allowance for minor abatement (i.e. lead abatement of architectural structure) if required. Otherwise no abatement is included.
2. We include a \$70,000 allowance for temporary shoring, demo and patch for biowale planters and retaining walls.
3. Base pricing assumes all soil is clean. We include a \$157,500 (2,500 CY offhaul x 1.8 ton/CY x \$35/ton) allowance for hazardous soil offhaul premium. This allowance will cover Class II soil premium based on our estimated off haul quantity. Final costs will be reconciled based on final quantity of material off hauled.
4. We include a **\$200,000** allowance for unforeseen scope such as underground obstruction and undocumented fill removal. Note the geotech report requires the removal of undocumented fill at the building foundation but the extent of material required to be removed is unclear.



5. Concrete flat work and AC paving area excavation is based on standard AC and PCC paving, not heavy duty paving as the site work will not be subject to vehicular traffic. See 32-1600 for further detail.
6. We do not include lime treatment of soil or geotextile fabrics.

32-1600 – SITE CONCRETE

1. We include maximum 15% fly-ash, not minimum 25% or 40% specified in 033053 and 321313.
2. Detail 2 and 3 on Drawing 2-C4.0 show both standard and heavy duty paving. We include standard AC paving and PCC paving assuming standard paving is sufficient for foot traffic.
3. **We do not include any bioswale concrete, waterproofing, excavation, landscaping as we understand this scope is dramatically changing. We include a \$500,000 allowance for this work.**

32-8000 – LANDSCAPE, IRRIGATION AND SITE FURNISHINGS

1. We do not include fee, permit, etc referred in Section 328100.1.05 as landscaping scope typically doesn't have separate fee, permit, etc.

33-0010 - SITE UTILITIES

1. We include \$15,000 allowance to provide drainage piping, clean out, etc over concrete footing between east side of building slab and retaining wall shown on Detail 1 on Drawing 2-FS403 (structural plan) as scope is not shown on the civil plans.
2. We include \$12,500 allowance to provide new fire water for Increment No 3 shown on Drawing 2-P06 (PJOB-Utility Plan), but not shown on Increment No 2 civil plans as this pipe will run below Increment No 2 site concrete area.

01-7423 – FINAL CLEANING

1. We include waxing and polishing of newly installed vinyl flooring per OUSD standards.



CAHILL / FOCON
JOINT VENTURE
STATE CONTRACTORS LIC.# 1035872

OUSD Fremont High School - Increment #2

GMP Estimate

Owner: Oakland Unified School District
Architect: LCA Architects & Quattrocchi Kwok
Start Date: Q3 2018
Duration: approximately 13 Months

April 6, 2018
R1 - May 21, 2018
R2 - May 30, 2018

Line Item Description	BEST COST				Subcontractor
	Increment 2 GMP 4/6/18	LBE	SLBE	SLRBE	
02-4000 Building Demolition and Abatement	\$0				In earthwork
03-3100 Concrete	\$751,383	\$39,679		\$28,733	Berkeley Cement
03-5400 Gypcrete	\$38,319	\$3,521		\$2,549	Cell-Crete
04-2100 Masonry	\$0				
05-1000 Structural Steel, Metal Stairs, and Misc. Iron	\$366,735	\$24,470	\$90,946	\$17,719	North American Fence / Kwan-Wo
06-1010 Rough Carpentry	\$1,233,858	\$197,491		\$143,011	Richard Hancock
06-2000 Finish Carpentry	\$48,298	\$28,013		\$20,285	CFJV
07-2100 Insulation and Firestopping	\$64,542	\$16,688		\$12,084	Level 5
07-5000 Roofing and Waterproofing	\$287,265	\$27,152		\$19,662	Western Roofing
07-6000 Sheet Metal, Flashing, Louvers and Exp Jts	\$180,059	\$14,726		\$10,663	Bay City Mechanical
07-9000 Sealants and Caulking	\$7,000	\$4,060		\$2,940	CFJV
08-1000 Doors, Frames and Hardware	\$113,203	\$10,585		\$7,665	BK Mill
08-3300 Overhead Colling Doors	\$0				
08-4000 Windows, Storefronts, Glazing and Skylights	\$271,434	\$53,974		\$39,085	AHC Glass
09-2200 Metal Stud Framing, Drywall and Fireproofing	\$481,903	\$67,863		\$49,142	MGM / Bear
09-2400 Exterior Plaster	\$208,504	\$29,644	\$147,393	\$21,467	Hartley
09-3000 Tile and Stone	\$90,561	\$10,488		\$7,595	Tile West
09-5000 Acoustical and Wood Slat Ceilings	\$36,746	\$6,523		\$4,724	Arrow Acoustics
09-6400 Flooring - Carpet, Resilient, Wood	\$283,360	\$171,259		\$20,111	Anderson / Associated Terrazzo
09-9000 Painting	\$194,393	\$32,250		\$23,353	Picture Painting
10-0010 Misc. Specialties and Equipment	\$125,579	\$50,453		\$36,535	ABC / Glendon
10-1400 Signage	\$18,047	\$4,386		\$3,176	SignWorks
10-2800 Toilet, Bath Accessories, Partitions	\$38,004	\$15,885		\$11,503	Specialties Etc.
10-8100 Pest Control	\$0				
11-2400 Exterior Building Maintenance System	\$0				
11-3100 Kitchen and Laundry Appliances	\$0				
12-2000 Window Treatments	\$0				Provided by PF, Install by Elec
13-4200 Modular Construction	\$1,202,533	\$101,940		\$73,819	Project Frog
14-2000 Elevators	\$141,790	\$10,695		\$7,745	Otis
21-0010 Fire Sprinklers	\$157,971	\$12,163		\$8,808	RCM
22-0010 Plumbing	\$298,798	\$20,341	\$263,727	\$14,730	Comack Plumbing
23-0010 HVAC	\$1,025,591	\$49,019		\$35,496	Hellwig Mechanical
26-0010 Electrical, Telephone and Data	\$2,536,468	\$389,010	\$1,865,762	\$281,697	Tulum Systems
26-3000 Solar Panels - PV and Solar Hot Water	\$0				
31-0010 Earthwork, Site Clearing, AC Paving	\$1,533,944	\$404,263	\$899,940	\$292,742	D-Line
31-4100 Shoring, Underpinning and Soil Grouting	\$0				In earthwork
31-6000 Drilled Piers, Caissons, Tie Downs and Piles	\$0				In earthwork
32-1000 Asphalt Paving and Striping (In Earthwork)	\$0				In earthwork
32-1600 Site Concrete	\$962,466	\$68,316		\$49,470	Berkeley Cement
32-8000 Landscape, Irrigation and Site Furnishings	\$267,014	\$240,179		\$26,836	RMT Landscaping
33-0010 Site Utilities	\$517,622	\$62,629	\$409,640	\$45,352	D-Line
01-5416 Personnel Hoist	\$0				
01-5430 Crane Service	\$0				In rough carpentry
01-5450 Scaffold	\$85,193	\$14,882		\$10,776	Scaffold Solutions

Line Item Description	Increment 2 GMP 4/6/18	LBE	SLBE	SLRBE	Subcontractor
01-5640 Site Security	\$184,304	\$4,480		\$179,824	Elite Security
01-7423 Final Cleaning	\$24,644	\$3,111		\$2,253	Capital Bldg
SUBTOTAL	\$13,777,531	\$2,190,138	\$3,677,408	\$1,511,550	
General Conditions	\$1,887,233	\$1,094,593		\$792,638	
Oakland City Tax 0.18%	\$28,197	\$28,197			
Builder's Risk Insurance	\$211,980	\$211,980			
Liability Insurance 1.40%	\$222,669	\$222,669			
Contractor's Fee 5.00%	\$806,380	\$467,701		\$338,680	
G.C. Bond 0.62%	\$104,991	\$104,991			
SUBTOTAL	\$17,038,981	\$4,320,270	\$3,677,408	\$2,642,968	
Escalation 0.00%	\$0				
Developer Contingency 2.00%	\$340,780				
Overtime / Hold Allowance / Property Watch 0.50%	\$86,899				
District Allowance 5.00%	\$873,333				
GRAND TOTAL	\$18,339,992				
LBU TRACKING		LBE	SLBE	SLRBE	
Hard Costs Only		17%	29%	12%	TOTAL: 58%
Hard Costs + GCs, Tax, Insurance, Fee, Bond		27%	29%	16%	TOTAL: 66%
**Note: If Material Costs of \$1,009,774 Excluded From LBU Costs					



CAHILL / FOCON
JOINT VENTURE
STATE CONTRACTORS U.C.# 1035872

Client: Oakland Unified School District
Date: 4.6.16

Start
Finish

Schedule 13 months (2 month overlap with Incr. 1)

Jul-18
Jul-18

OUSD - Fremont High School - Increment #2
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	11	month	\$7,500.00	\$82,500					average 30 hours / month - 2 mo overlap with Incr. 1
Focon Principal - project oversight	11	month	\$10,000.00	\$110,000					average 40 hours / month - 2 mo overlap with Incr. 1
Cahill Senior Project Manager	11	month	\$15,155.00	\$166,705					1/2 time - 2 mo overlap with Incr. 1
Project Manager - Cahill	11	month	\$19,918.00	\$219,098					full time - 2 mo overlap with Incr. 1
Assistant Project Manager - Cahill	11	month	\$14,722.00	\$161,942					full time - 2 mo overlap with Incr. 1
Project Engineer - Cahill	13	month	\$12,990.00	\$168,870					full time, not carried in Incr. 1
Assistant Project Manager - FOCON	16	month	\$18,186.00	\$290,976					Only carried for 3 of 6 mo's on Incr. 1
Accounting admin (project based) - Cahill	11	month	\$650.00	\$7,150					10 hr / month - 2 mo overlap with Incr. 1
Administrative Staff/Labor Compliance - FOCON	11	month	\$5,000.00	\$55,000					40 hr / month - 2 mo overlap with Incr. 1
Scheduling	11	month	\$600.00	\$6,600					outside schedule consulting - 2 mo overlap with Incr. 1
Superintendent - Cahill	11	month	\$24,063.00	\$264,693					full time - 2 mo overlap with Incr. 1
Assistant Superintendent - Cahill									will be included in direct costs, if needed
Assistant Superintendent - FOCON	11	month	\$18,186.00	\$200,046					remainder of time will be in structural costs
General Labor/Mat'l Handling									to be included as a direct cost
Transportation/Parking	11	month	\$500.00	\$5,500	In GC's for GC's only			subs carry their own costs	
Telephones/FAS/Messenger	11	month	\$750.00	\$8,250					
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	11	month		\$25,500					Project site office
DSA Trailer	11	month		\$19,125					DSA trailer
Safety and First Aid	11	month	\$1,000.00	\$11,000					does not include safety training
Temporary Fire Protection	11	ls	\$1,500.00	\$16,500					only basic FE's; temp fire water will be under trade costs
Scaffolding and Ladders									scaffolding is a separate bid trade
Debris Disposal	11	months	\$2,598.00	\$28,578	basic debris box (1 / week)				additional debris boxes will also be in trade costs
Expendable Tools							in the trades		
Equipment 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	11	months	\$1,000.00	\$11,000					
Misc. Expenses	11	months	\$1,200.00	\$13,200					
Punch list monitoring							in the trades		
Site Security							bid item		

[illegible]



CAHILL / FOCON
JOINT VENTURE
STATE CONTRACTORS LIC.# 1035872

OUSD Fremont High School - Increment #2

GMP Bid

Owner Allowances

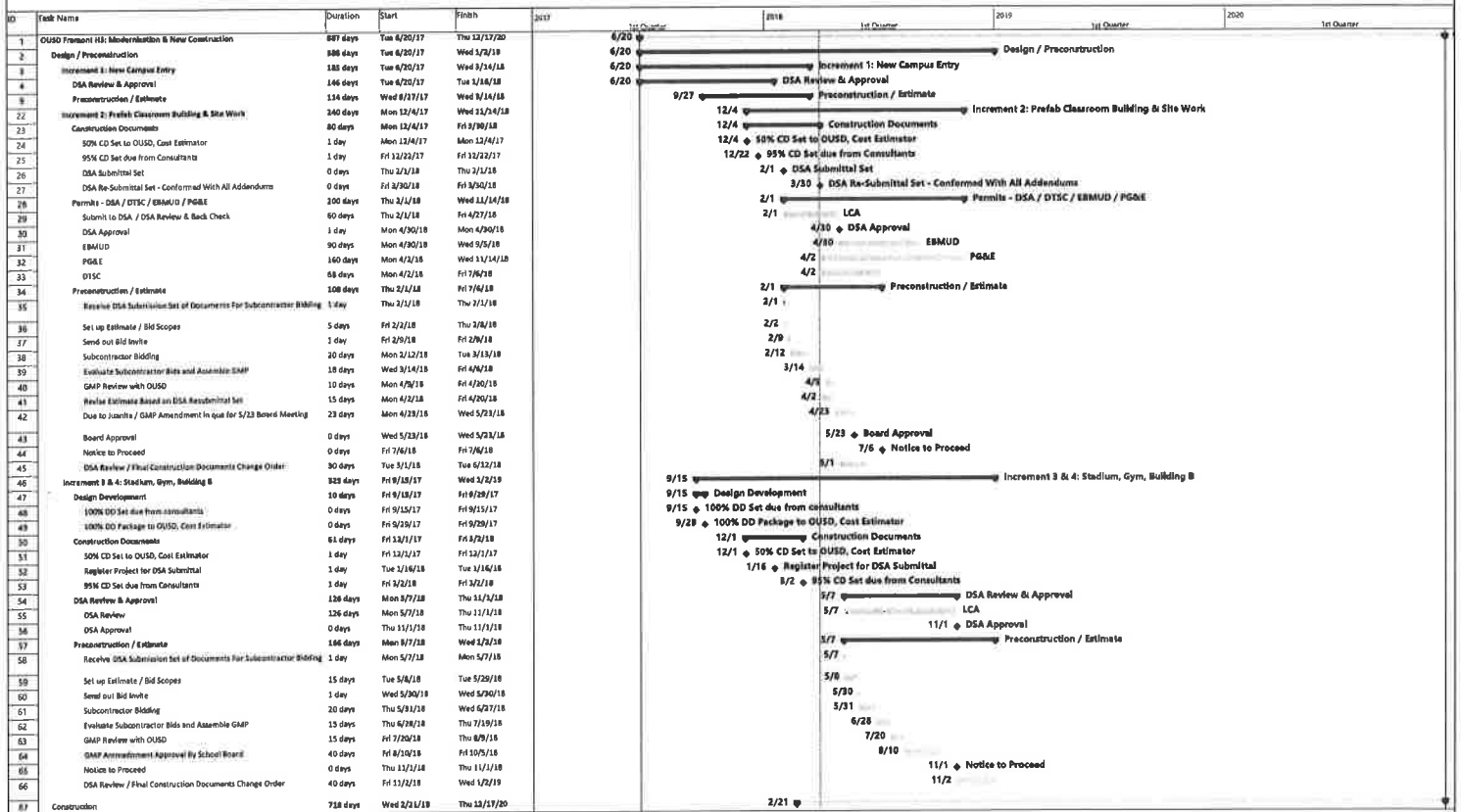
R1 - May 21, 2018

Line	Description	Allowance \$	Comments
05-1000	Gate / Fence Hardware	\$4,000	
08-1000	Doors at Boiler Room - Removable Mullions	\$20,000	
10-0010	Tack Wall	\$51,000	
10-0010	Entry Mats	\$10,000	
22-0010	Pressure Reducing Station	\$7,000	
23-0010	Cx Design Integration	\$20,000	
26-0010	MSB Upgrade	\$50,000	Pathway and coordination Into existing boiler room
26-0010	Fire Alarm / Intrusion Alarm Tie In	\$50,000	Pathways and coordination from Project Frog to Admin
26-0010	Overtime Inspection during FA/IA Testing	\$5,000	
26-0010	Projectors & Projection Screens	\$36,000	
26-0010	Jensen Hughes / OUSD B&G / Fire Alarm and Intrusion Alarm Coord.	\$20,000	
31-0010	Abatement	\$10,000	
31-0010	Temp Shoring	\$70,000	
31-0010	Class II Premlum	\$157,500	
31-0010	Misc / Unforseen Demo / Underground / Fill	\$200,000	Undocumented fill ex and import
32-1600	Bioswales	\$500,000	
33-0010	Drainage at retaining walls	\$15,000	
33-0010	FW to Increment #3	\$12,500	
SUBTOTAL OF LINE ITEM ALLOWANCES		\$1,238,000	
	Overtime / Hold Allowance	\$86,899	0.50%
	District Allowance	\$873,333	5%
TOTAL		\$2,198,232	



CAHILL / FOCAN
JOINT VENTURE
SMB CONTRACTORS INC. (2011)

OUSD Fremont High School
3.30.2016
Increment #2





CAHILL / FOCAN
JOINT VENTURE
SMB CONTRACTORS (L & P) (1)

OUSD Fremont High School
3/30/2018
Increment #2

ID	Task Name	Duration	Start	Finish	2017	1st Quarter	2018	1st Quarter	2018	1st Quarter	2019	1st Quarter
65	Increment 1: Parking / Entry	358 days	Wed 2/12/18	Fri 8/24/18			2/21		Increment 1: Parking / Entry			
224	Increment 2: Project Frog 12-pack and Site Work	279 days	Wed 7/11/18	Thu 9/13/18					Increment 2: Project Frog 12-pack and Site Work			
225	Sitework	81 days	Wed 7/11/18	Fri 8/10/18					7/11	Sitework		
226	Setup Temp Fencing/Barricade/Signage	5 days	Wed 7/11/18	Tue 7/17/18					7/17			
227	USA/Prime Site USA	2 days	Tue 7/17/18	Wed 7/18/18					7/17			
228	Install SWPPP	2 days	Tue 7/17/18	Wed 7/18/18					7/18			
229	Layout Demo	1 day	Wed 7/18/18	Wed 7/18/18					7/18			
230	Setup Temp Power/Water	2 days	Wed 7/18/18	Thu 7/19/18					7/19			
231	Safe Off MEP's	1 day	Thu 7/19/18	Thu 7/19/18					7/20			
232	Sewer Cut AC/Concrete	1 day	Fri 7/20/18	Fri 7/20/18					7/20			
233	Demo Fencing	3 days	Fri 7/20/18	Tue 7/24/18					7/23			
234	Demo Ret/Sect Walls/Retwork/Planters	5 days	Mon 7/23/18	Fri 7/27/18					7/30			
235	Install Construction Entrance	1 day	Mon 7/23/18	Mon 7/23/18					7/31			
236	Demo/Recycling/DH-Haul	2 days	Tue 7/24/18	Wed 7/25/18					8/2			
237	Grub Site	2 days	Thu 7/26/18	Fri 7/27/18					8/6			
238	Survey Rough Grade	2 days	Mon 8/6/18	Tue 8/7/18					8/7			
239	Grade/Balance Site	10 days	Tue 8/7/18	Mon 8/20/18					8/21			
240	Survey UG Utilities	1 day	Tue 8/21/18	Tue 8/21/18					8/22			
241	Install US Utilities - JW, SS, FW, ELEC (on site)	13 days	Wed 8/22/18	Fri 9/7/18					9/10			
242	Grade/Curbside Building Pad	4 days	Mon 9/10/18	Thu 9/13/18					9/13	Retaining Walls		
243	Retaining Walls	18 days	Thu 9/13/18	Mon 10/8/18					9/18			
244	Survey New Retaining Walls	1 day	Thu 9/13/18	Thu 9/13/18					9/14			
245	Excavate Retaining Wall Footing	2 days	Fri 9/14/18	Mon 9/25/18					9/18			
246	Install Retaining Wall (Pier Retain)	1 day	Tue 9/18/18	Tue 9/18/18					9/19			
247	PAF Retaining Wall Piling	1 day	Wed 9/18/18	Wed 9/18/18					9/20			
248	1-Side Form Retaining Wall	3 days	Thu 9/20/18	Mon 9/24/18					9/20			
249	Install Retaining Wall Rebar	2 days	Tue 9/25/18	Wed 9/26/18					9/27			
250	Install 2nd Side Retaining Wall Forms	4 days	Thu 9/27/18	Tue 10/2/18					10/3			
251	PAF Retaining Wall Piling	1 day	Wed 10/3/18	Wed 10/3/18					10/4			
252	Strip Forms/Back and Patch RW	3 days	Thu 10/4/18	Mon 10/8/18					10/10	Blowholes		
253	Manholes	40 days	Mon 8/10/18	Fri 11/2/18					10/10			
254	Excavate Footings	10 days	Mon 9/10/18	Fri 9/21/18					9/24			
255	Form / Rebar / Place and Finish Foundations	13 days	Mon 9/24/18	Fri 10/12/18					10/15	Foundation		
256	Form / Rebar / Place and Finish Walls	15 days	Mon 10/15/18	Fri 11/2/18					11/5			
257	Foundation	37 days	Mon 11/5/18	Fri 12/28/18					11/5			
258	Survey New Modular Building	1 day	Mon 11/5/18	Mon 11/5/18					11/6			
259	Layout New Building Footings/Elevator Pit	3 days	Tue 11/6/18	Thu 11/8/18					11/9			
260	Excavate New Footings/Elevator Pit	5 days	Fri 11/9/18	Tue 11/13/18					11/14			
261	Elevator Pit Concrete Construction/Waterproofing/Drainage/Backfill	8 days	Wed 11/14/18	Tue 11/27/18					11/13			
262	Excavate US MEP's thru/under New Pings	3 days	Tue 11/27/18	Thu 11/29/18					11/16			
263	Tie in US MEP's for New Modular Bldg/Start Up/Install Wall Line	3 days	Fri 11/30/18	Tue 12/4/18					11/21			
264	Backfill UG MEP's	3 days	Wed 12/12/18	Tue 12/27/18					11/28			
265	Install Rebar Templates/footing Rebar	5 days	Wed 12/12/18	Tue 12/4/18					12/3			
266	Install HD's and AB's	2 days	Mon 12/17/18	Tue 12/4/18					12/5			
267	PAF New Pings	1 day	Wed 12/19/18	Wed 12/19/18					12/6			
268	Clean Up Pad Grade/Place SOG Drainrock	5 days	Thu 12/19/18	Mon 12/10/18					12/10			
269	Edgework SOG/Stemwalls	5 days	Mon 12/10/18	Fri 12/14/18					12/14			
270	Install HD's/AB's	2 days	Fri 12/14/18	Mon 12/17/18					12/17			
271	Place SOG Moisture Barrier	3 days	Mon 12/17/18	Wed 12/19/18					12/20			
272	Install SOB Rebar	3 days	Thu 12/20/18	Mon 12/24/18					12/24			
273	PAF SOG	1 day	Wed 12/26/18	Wed 12/26/18					12/28			
274	Cure SOG	3 days	Wed 12/26/18	Fri 12/28/18								



CAHILL / FOCOIN
JOINT VENTURE
SBN CONTRACTORS LLC & PCL

OSD Fremont High School
3/30/2018
Increment #2

ID	Task Name	Duration	Start	Finish	2017	1st Quarter	2018	1st Quarter	2019	1st Quarter
275	Structure / Rough-In	81 days	Thu 12/27/18	Tue 4/23/19					12/27	1st Quarter
276	Level 1	25 days	Thu 12/27/18	Thu 1/2/19					12/27	Level 1
277	L1 Deliver MB Wall Panels/Roof Structure	3 days	Thu 12/27/18	Mon 1/2/19					1/2	
278	L1 Install Wood Joists	5 days	Wed 1/2/19	Tue 1/9/19					1/8	
279	L1 Install Support Columns/Beams	3 days	Tue 1/9/19	Thu 1/10/19					1/7	
280	L1 Install Top of Wall LVL's and Ledgers for Decking	9 days	Mon 1/7/19	Fri 1/11/19						
281	Install 2nd Flr Decking	5 days	Mon 1/14/19	Fri 1/18/19					1/14	
282	L1 Install Interior Wall Framing/Backlog/Pickup	8 days	Thu 1/17/19	Mon 1/28/19					1/17	
283	Frame New Stairs to L2	7 days	Thu 1/17/19	Fri 1/25/19					1/17	
284	L1 Install HM Door Frames	3 days	Tue 1/29/19	Thu 1/31/19					1/29	
285	L1 MEP Wall Rough In/Up To L2	9 days	Fri 1/18/18	Wed 1/30/19					1/18	
286	Level 2	37 days	Fri 1/18/19	Wed 3/13/19					1/18	Level 2
287	L2 Deliver MB Wall Panels/Roof Structure/Decking	3 days	Fri 1/18/19	Tue 1/22/19					1/21	
288	L2 Install Wall Panels	3 days	Mon 1/21/19	Fri 1/25/19					1/23	
289	L2 Install Roof Framing	5 days	Mon 1/21/19	Tue 1/29/19					1/23	
290	L2 Install Roof Decking	5 days	Wed 1/23/19	Tue 1/29/19					1/23	
291	L2 Electrical Rough In in R/R Decking	4 days	Mon 2/4/19	Thu 2/7/19					2/4	
292	L2 Install Interior Wall Framing/Backlog/Pickup	10 days	Tue 2/19/19	Wed 2/20/19					2/5	
293	L2 F&B/W Concrete Floor	1 day	Thu 2/1/19	Thu 2/21/19					2/21	
294	Install Interior Lobby/Elevator Scaffolds	2 days	Fri 2/22/18	Mon 2/15/19					2/22	
295	L2 Install HM Door Frames	3 days	Fri 2/22/18	Tue 2/26/19					2/22	
296	L1/2 Install Terrace Floors	10 days	Thu 2/21/19	Wed 3/6/19					2/21	
297	L2 MEP Wall Rough In/Up To Roof	15 days	Thu 2/21/19	Wed 3/13/19					2/21	
298	Exterior/Roof	80 days	Fri 12/28/18	Tue 4/23/19					12/28	Exterior/Roof
299	Window/Curtain Wall Preconstruction Meeting	1 day	Fri 12/28/18	Fri 12/28/18					12/28	
300	Install Exterior Scaffold	9 days	Mon 1/28/19	Wed 1/30/19					1/28	
301	Install Roof System	15 days	Fri 2/8/19	Mon 3/4/19					2/8	
302	Window/Curtain Wall Final-Place Meeting	1 day	Wed 1/30/19	Wed 1/30/19					1/30	
303	Install SAMA/Window/Storefront Doors	8 days	Thu 1/31/19	Mon 2/11/19					1/31	
304	Caulk Windows Inside/Out	4 days	Tue 2/12/19	Tue 2/19/19					2/12	
305	Cure Window Caulking for Watertight	10 days	Wed 2/20/19	Tue 3/5/19					2/20	
306	Install Exterior Building Wrap	2 days	Thu 2/14/19	Fri 2/15/19					1/31	
307	Install Bling Paper/Stucco Trim/Accessories	5 days	Tue 2/12/19	Wed 2/20/19					2/12	
308	Water Test Windows 100%	10 days	Wed 3/6/19	Tue 3/19/19					3/6	
309	Scratch/Brown Coat Bling	1 day	Wed 3/20/19	Wed 3/20/19					3/20	
310	Cure Scratch/Brown Coat	7 days	Thu 3/21/19	Fri 3/29/19					3/21	
311	Remove Stucco Jls	1 day	Mon 4/1/19	Mon 4/1/19					4/1	
312	Install Stucco Finish Coat	2 days	Mon 4/1/19	Tue 4/2/19					4/1	
313	Install Cement Fiber Trim and Lap Siding	10 days	Mon 4/1/19	Tue 4/9/19					2/4	
314	Caulk All Stucco Seams	1 day	Wed 4/3/19	Fri 4/5/19					4/3	
315	Paint Exterior	5 days	Mon 4/8/19	Fri 4/12/19					4/8	
316	Exterior Punch Walk	1 day	Mon 4/15/19	Mon 4/15/19					4/15	
317	Exterior Punch Corrections	4 days	Mon 4/15/19	Thu 4/18/19					4/15	
318	Exterior Back Punch	1 day	Fri 4/19/19	Fri 4/19/19					4/19	
319	Remove Exterior Scaffold/Patch Scaffold Tiles	2 days	Mon 4/22/19	Tue 4/23/19					4/22	
320	Interior	144 days	Mon 12/24/18	Thu 7/18/19					12/24	Interior
321	Level 1	99 days	Mon 2/4/18	Tue 4/23/19					2/4	Level 1
322	Stock Drywall (Both Rooms)	1 day	Mon 2/4/19	Mon 2/4/19					2/4	
323	L1 MEP Electrical OH to BE Fall-in	7 days	Tue 3/5/19	Wed 3/13/19					3/5	
324	L2 Insulate Walls	2 days	Tue 3/5/19	Wed 3/13/19					2/5	
325	L1 Install Drywall and Title Backer Board	5 days	Thu 3/7/19	Wed 3/20/19					3/7	
326	L1 Tape/Finish/Flame Drywall	8 days	Mon 3/11/19	Wed 3/20/19					3/11	



CAMILL / FOCON
JOINT VENTURE
GC/CM CONTRACTOR FOR A PROJECT

OUSD Fremont High School
3/30/2018
Increment #2

ID	Task Name	Duration	Start	Finish	2017	1st Quarter	2018	1st Quarter	2019	1st Quarter	2019	1st Quarter
327	L1 Prime/Peint	5 days	Tue 3/20/18	Mon 3/25/18					3/19			
328	L1 Install CT	5 days	Fri 3/23/18	Thu 3/28/18					3/22			
329	L1 MEP Out Trim/Light Fixtures	6 days	Tue 3/26/18	Tue 4/2/18					3/25			
330	L1 MEP Trim Bathrooms	3 days	Fri 3/29/18	Tue 4/2/18					3/29			
331	L1 Install Bathroom Partitions and Accessories	3 days	Tue 4/2/18	Thu 4/4/18					4/2			
332	L1 Install Casework/Countertops	5 days	Mon 4/2/18	Fri 4/5/18					4/1			
333	L1 Install Tack Wall	5 days	Fri 4/5/18	Thu 4/11/18					4/5			
334	L1 MEP Wall Trim	8 days	Thu 4/11/18	Mon 4/23/18					4/11			
335	L1 Install Guardrails at Stairs	4 days	Tue 3/26/18	Fri 3/29/18					3/26			
336	L1 Install Doors and Hardware	3 days	Mon 4/9/18	Wed 4/10/18					4/8			
337	L1 Install Interior Glazing	2 days	Wed 4/10/18	Thu 4/12/18					4/10			
338	L1 Install Finish Floors	6 days	Tue 4/9/18	Tue 4/23/18					4/9			
339	L1 Install Tack Wall	5 days	Wed 4/17/18	Tue 4/23/18					4/17			
340	Level 2	54 days	Thu 3/7/18	Wed 5/1/18					2/7	Level 2		
341	L2 MEP Exposed OH to Be Painted	7 days	Mon 3/11/18	Tue 3/19/18					3/11			
342	L2 Insulate Walls	2 days	Thu 3/7/18	Fri 3/8/18					2/7			
343	L2 Install Drywall and Tile Backer Board	6 days	Wed 3/13/18	Wed 3/20/18					3/13			
344	L2 Tape/Finish/Sand Drywall	8 days	Mon 3/19/18	Wed 3/27/18					3/18			
345	L2 Prime/Peint	5 days	Tue 3/26/18	Mon 4/1/18					3/26			
346	L2 Install CT	5 days	Fri 3/29/18	Thu 4/4/18					3/29			
347	L2 MEP Out Trim/Light Fixtures	7 days	Tue 4/2/18	Wed 4/10/18					4/2			
348	L2 MEP Trim Bathrooms	5 days	Fri 4/5/18	Tue 4/9/18					4/5			
349	L2 Install Bathroom Partitions and Accessories	3 days	Tue 4/9/18	Thu 4/11/18					4/9			
350	L2 Install Casework/Countertops	7 days	Tue 4/9/18	Wed 4/17/18					4/9			
351	L2 MEP Wall Trim	8 days	Mon 4/23/18	Wed 5/2/18					4/23			
352	L2 Install Guardrails at Stairs	4 days	Tue 4/2/18	Fri 4/5/18					4/2			
353	L2 Install Doors and Hardware	4 days	Thu 4/18/18	Tue 4/23/18					4/18			
354	L2 Install Interior Glazing	2 days	Tue 4/23/18	Wed 4/24/18					4/23			
355	L1/L2 Install Window Coverings	3 days	Thu 4/25/18	Mon 4/29/18					4/25			
356	L2 Finish Floors	7 days	Mon 4/23/18	Tue 4/29/18					4/22			
357	Elevator Construction	100 days	Thu 3/18/18	Thu 7/18/18					3/28	Elevator Construction		
358	Install Shaft Rails/Supports	3 days	Thu 3/28/18	Fri 3/1/18					2/28			
359	Install/Assemble Elevator Platform	3 days	Mon 3/4/18	Wed 3/6/18					3/4			
360	Install Elevator Sile	1 day	Wed 3/6/18	Wed 3/6/18					3/6			
361	Assemble Elevator Cab	10 days	Thu 3/7/18	Wed 3/20/18					3/7			
362	Elevator Wiring/Pre-Test	5 days	Wed 3/20/18	Tue 3/26/18					3/20			
363	Static Elevator Inspection	15 days	Thu 6/27/18	Thu 7/18/18					6/27			
364	Site Electrical / Low Voltage	120 days	Mon 12/24/18	Wed 6/26/19					12/24	Site Electrical / Low Voltage		
365	Admin Infrastructure / Set PA Panel (Winter Break)	8 days	Mon 12/24/18	Fri 1/4/19					12/24			
366	Last day of school	1 day	Fri 5/18/18	Fri 5/18/18					5/18			
367	Excavate Trenches	5 days	Mon 6/11/18	Fri 6/7/18					6/1			
368	Install URS Conduit / Set Pull Boxes	5 days	Mon 6/10/18	Fri 6/14/18					6/10			
369	Backfill	3 days	Mon 6/17/18	Tue 6/18/18					6/17			
370	PG&E Shutdown / Demo Tasting MSB	4 days	Mon 6/18/18	Thu 6/14/18					6/1			
371	Install New MSB	10 days	Fri 6/7/18	Thu 6/20/18					6/7			
372	Pull Wire	2 days	Fri 6/21/18	Mon 6/24/18					6/21			
373	Tie In Power / PA / IA	2 days	Tue 6/25/18	Wed 6/26/18					6/25			
374	Turnover	78 days	Thu 5/2/18	Thu 6/18/18					5/2	Turnover		
375	Construction Cleanup	4 days	Thu 5/2/18	Tue 5/7/18					5/2			
376	Interior Punch Walk	2 days	Mon 5/6/18	Tue 5/7/18					5/6			
377	Interior Punch Corrections	5 days	Wed 5/6/18	Tue 5/14/18					5/6			
378	Interior Back Punch	2 days	Wed 5/15/18	Thu 5/16/18					5/15			
379	Life Safety Fire-Testing	5 days	Thu 6/27/18	Wed 7/2/18					6/27			



CAHILL / FOCON
JOINT VENTURE
RARE CONTRACTORS & ENGINEERS

OUSD Fremont High School
3.30.2018
Increment #2

D	Task Name	Duration	Start	Finish	2017	2018	2019	2020
180	I/A Pre-Testing	3 days	Wed 5/26/18	Mon 5/28/18				
181	MRF Start Up/TAB	15 days	Thu 6/27/18	Thu 7/18/18				
182	Building Commissioning	20 days	Fri 7/19/18	Thu 8/15/18				
183	Life Safety Final Test	5 days	Fri 7/19/18	Thu 7/25/18				
184	I/A Final Test	2 days	Fri 7/26/18	Mon 7/29/18				
185	Final Clean	2 days	Tue 7/30/18	Wed 7/31/18				
186	OUSS Occupancy	1 day	Thu 8/1/18	Thu 8/1/18				
187	Exterior Stewwork/Building Egress	51 days	Wed 4/24/18	Wed 7/11/18				
188	Survey Stewwork Planters/Seawalls/Grade	2 days	Wed 4/24/18	Thu 4/25/18				
189	Rough Grade	3 days	Fri 4/26/18	Tue 4/30/18				
190	Excavate for Planters/Seawall Footings	2 days	Wed 5/1/18	Thu 5/2/18				
191	Install Planter/Seawall Rebar and Templates	2 days	Fri 5/3/18	Mon 5/6/18				
192	PAP Planter/Seawall Footings	1 day	Tue 5/7/18	Tue 5/7/18				
193	Install Irrigation Crossovers	2 days	Wed 5/8/18	Thu 5/9/18				
194	1-Side Planter/Seawall Forms	3 days	Thu 5/9/18	Mon 5/13/18				
195	Install Planter/Seawall Rebar	2 days	Tue 5/14/18	Wed 5/15/18				
196	2nd Side Planter/Seawall Forms	1 day	Thu 5/16/18	Mon 5/20/18				
197	PAP Planter/Seawalls	1 day	Tue 5/22/18	Tue 5/22/18				
198	Strip Forms/Cleanup	3 days	Wed 5/23/18	Thu 5/24/18				
199	Form Walkways	3 days	Fri 5/24/18	Tue 5/28/18				
400	Form Walkways West of Planters/Seawalls	1 day	Wed 5/28/18	Thu 5/28/18				
401	Install Walkway Rebar	2 days	Fri 5/31/18	Mon 6/4/18				
402	PAP Walkways West of Planters/Seawalls	1 day	Tue 6/4/18	Tue 6/4/18				
403	Survey Walls South of MB	1 day	Fri 4/26/18	Fri 4/26/18				
404	Rough Grade Area South of MB	2 days	Mon 4/29/18	Tue 4/30/18				
405	Drill/Ret Posts for Gate System	2 days	Wed 5/1/18	Thu 5/2/18				
406	Excavate for Walls South of MB	2 days	Fri 5/3/18	Mon 5/6/18				
407	Install Footing Rebar and Templates	1 day	Tue 5/7/18	Tue 5/7/18				
408	PAP Footings	1 day	Wed 5/8/18	Wed 5/8/18				
409	Install Irrigation Crossovers	2 days	Thu 5/9/18	Fri 5/10/18				
410	1-Side Form Walls South of MB	2 days	Thu 5/9/18	Fri 5/10/18				
411	Install Wall Rebar	2 days	Mon 5/13/18	Tue 5/14/18				
412	2nd Side Wall Forms South of MB	3 days	Wed 5/15/18	Fri 5/17/18				
413	PAP Walls South of MB	1 day	Mon 5/20/18	Mon 5/20/18				
414	Strip Forms/Cleanup	2 days	Tue 5/21/18	Wed 5/22/18				
415	Form Grade for Walls/Ramps/Stairs	3 days	Thu 5/23/18	Mon 5/27/18				
416	Form for Walls/Ramps/Stairs	5 days	Tue 5/28/18	Mon 6/4/18				
417	PAP Walls/Ramps/Stairs	2 days	Tue 6/4/18	Wed 6/5/18				
418	Cure all Site Concrete 15'	8 days	Thu 6/6/18	Mon 6/10/18				
419	Place Soil and Amendments	2 days	Tue 6/11/18	Wed 6/12/18				
420	Install Irrigation	3 days	Thu 6/13/18	Mon 6/17/18				
421	Install Plants and Trees	4 days	Tue 6/18/18	Fri 6/21/18				
422	Tie-in Irrigation/Pretest	2 days	Mon 6/24/18	Tue 6/25/18				
423	Stewwork Punch Walk	2 days	Mon 6/24/18	Tue 6/25/18				
424	Stewwork Punch Connections	5 days	Wed 6/26/18	Tue 7/2/18				
425	Back Punch Stewwork	1 day	Wed 7/2/18	Wed 7/2/18				
426	Increment 3 - 41 Gym, Bldg 8, Stadium/Hold	686 days	Mon 6/18/18	Thu 12/17/20				
427	Increment 3 - Building 8 Modernization	840 days	Fri 7/5/18	Wed 11/4/20				
428	Level 1	288 days	Fri 7/5/18	Mon 8/13/20				
429	Level 2	161 days	Wed 7/11/18	Fri 4/17/20				
430	Roof	47 days	Fri 9/27/18	Tue 11/6/18				
431	Turnover	83 days	Tue 8/11/20	Wed 11/4/20				
432	Demo Portables	15 days	Mon 6/18/18	Mon 7/9/18				



CAHILL / FOCON
JOINT VENTURE
100% COMMITMENT (K & P) (P&C)

OUSD Fremont High School
3/30/2018
Increment #2

ID	Task Name	Duration	Start	Finish	2017		2018		2019		2020	
					1st Quarter		1st Quarter		1st Quarter		1st Quarter	
546	Increment 4 - New Gym	339 days	Fri 11/2/18	Wed 4/23/20					11/2	Foundation		Increment 4 - New Gym
547	Foundation	94 days	Fri 11/2/18	Thu 3/21/19					3/21	Structure / Rough-In		
548	Structure / Rough-In	94 days	Thu 3/21/19	Wed 7/24/19					7/8	Exterior & Roofing		
549	Exterior & Roofing	166 days	Mon 7/29/19	Wed 12/10/20					6/11	Interior		
550	Interior	188 days	Tue 6/11/19	Tue 3/10/20					8/11	Turnover		
551	Turnover	31 days	Wed 8/13/20	Wed 4/23/20					4/23	Demo Exst. Gym		
552	Demo Exst. Gym	42 days	Thu 4/23/20	Tue 6/23/20					6/24	Foundation		
553	Gym Lobby	127 days	Wed 6/24/20	Thu 12/17/20					9/4	Structure		
554	Foundation	83 days	Wed 6/24/20	Thu 9/3/20					10/5	Exterior		
555	Structure	21 days	Fri 9/4/20	Fri 10/2/20					11/12	Interior		
556	Exterior	96 days	Mon 9/21/20	Mon 11/9/20					12/17	Turnover		
557	Interior	43 days	Mon 10/5/20	Wed 12/2/20								
558	Turnover	19 days	Thu 11/12/20	Thu 12/17/20								
559	Stadium	91 days	Wed 6/24/20	Thu 10/29/20								
560	Project Completion	0 days	Thu 11/11/20	Thu 11/11/20								



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/6/2018

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 E-MAIL ADDRESS: slara@wsandco.com FAX (A/C, No): 415-989-9923	
INSURED Cahill/Focon Joint Venture 1111 Broadway, Suite 1340 Oakland, CA 94607		INSURER(S) AFFORDING COVERAGE INSURER A: Arch Insurance Company INSURER B: Starr Indemnity & Liability Company INSURER C: Arch Indemnity Insurance Company INSURER D: Indian Harbor Insurance Company INSURER E: INSURER F:	
CAHILL0-01		NAIC # 11150 38318 30830 36940	

COVERAGES

CERTIFICATE NUMBER: 1959356797

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"/> PRO-JECT <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 checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <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 checked="" 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/A	74WCI8945514	1/1/2018	1/1/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER 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, 4610 Foothill Blvd., Oakland, CA. Oakland Unified School District, its Board members, employees and agents, and others as required by contract, are included as 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

CANCELLATION

Oakland Unified School District
955 High Street
Oakland CA 94601

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.

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.

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):

Oakland Unified School District, its Board members, employees and agents, and others as required by contract

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): Oakland Unified School District, its Board members, employees and agents, and others as required by 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):

Oakland Unified School District, its Board members, employees and agents, and others as required by contract

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
Oakland Unified School District, its Board members, employees and agents, and others as required by contract	Cahill Job # 0472-01, OUSD Fremont High School 4610 Foothill Blvd., Oakland, CA.

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
Oakland Unified School District, its Board members, employees and agents, and others as required by contract	Cahill Job # 0472-01, OUSD Fremont High School 4610 Foothill Blvd., Oakland, CA
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.

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:

Oakland Unified School District, its Board members, employees and agents, and others as required by contract

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.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

**WC 04 03 06
(Ed. 04-84)**

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

Oakland Unified School District, its Board members,
employees and agents, and others as required by contract

Cahill Job #0472-01, OUSD Fremont High School
4610 Foothill Blvd., Oakland, CA.

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



DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM

Project Information

Project Name	Fremont High School New Construction Project	Site	302
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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
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Contractor Information

Contractor Name	Cahill/Focon JV	Agency's Contact	Nick Misakian				
OUSD Vendor ID #	V060849	Title	Project Manager				
Street Address	1111 Broadway, Ste. 1340	City	Oakland	State	CA	Zip	94607
Telephone	510-250-8501	Policy Expires					
Contractor History	Previously been an OUSD contractor? X Yes <input type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes X No				
OUSD Project #	13158						

Term

Date Work Will Begin	9-27-2017	Date Work Will End By (not more than 5 years from start date)	8-30-2019
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Compensation

Total Contract Amount	\$ 7,093,095.00	Total Contract Not To Exceed	\$25,433,087.00
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Changed Amount	\$ 18,339,992.00
Other Expenses		Requisition Number	

Budget Information

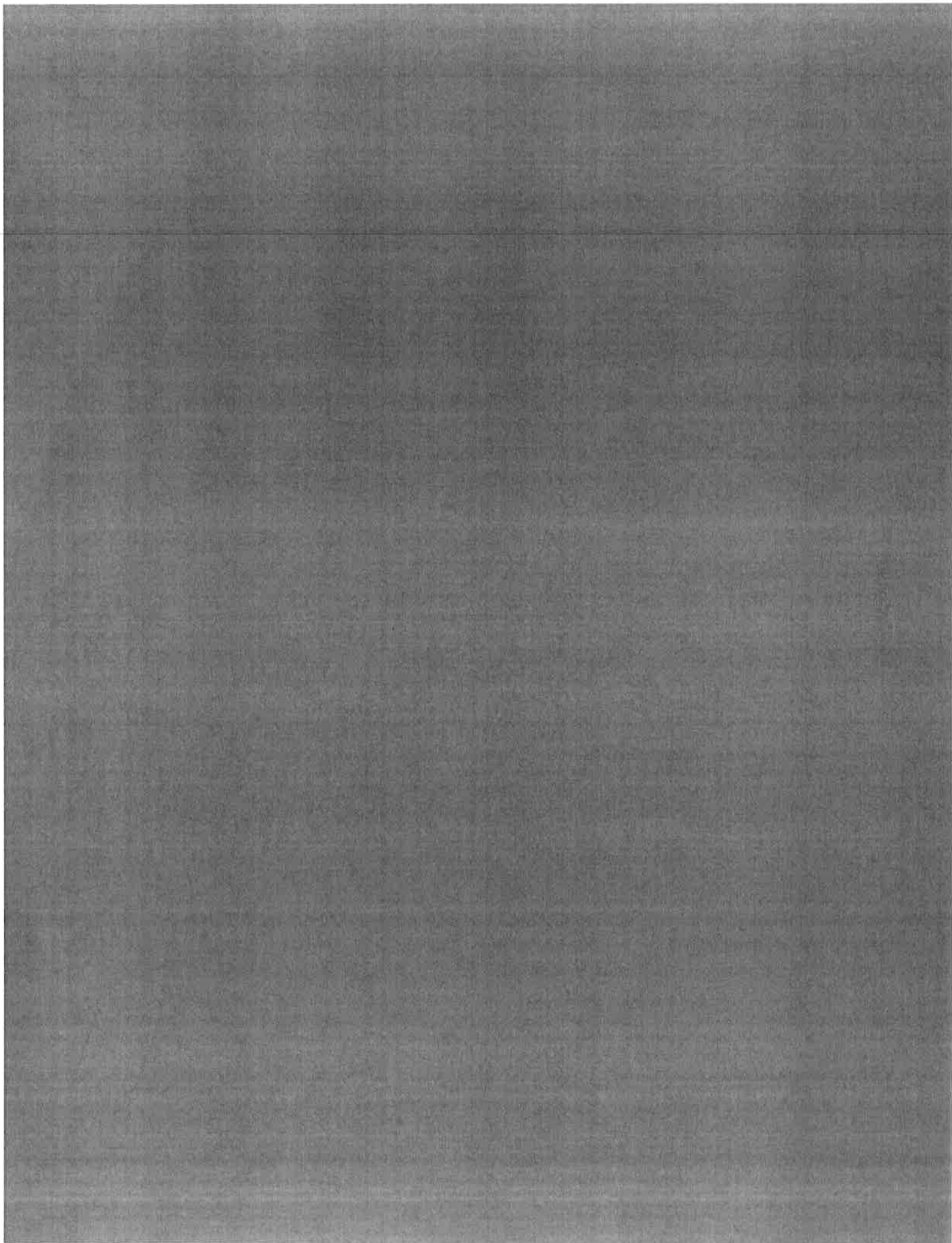
If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.

Resource #	Funding Source	Org Key	Object Code	Amount
9450	Fund 21, Measure J	3029905812	6271	\$18,339,992.00

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, Facilities Planning and Management				
	Signature	Date Approved			
2.	General Counsel, Department of Facilities Planning and Management				
	Signature	Date Approved		6/13/18	
	Deputy Chief, Facilities Planning and Management				
3.	Signature	Date Approved			
	Senior Business Officer, Board of Education				
4.	Signature	Date Approved			
	President, Board of Education				
5.	Signature	Date Approved			



Board Office Use: Legislative File Info.	
File ID Number	18- 0431
Introduction Date	2-28-2018
Enactment Number	18-0418
Enactment Date	2/28/18 22



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:

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.

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)	<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)	Add Developer's overhead and profit , not to exceed fifteen percent (15%) of Item (d) .		
(f)	<u>Subtotal</u>		
(g)	<u>Add Bond and Insurance</u> , at Developer's Cost, not to exceed <i>two and two hundredths percent</i> (2.02%) of Item (h)		
(h)	<u>TOTAL</u>		
(i)	<u>Time</u> (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.

2. 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

OAKLAND UNIFIED SCHOOL DISTRICT

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

Title: *Kyla R. Johnson-Trammell*

Kyla R. Johnson-Trammell
Secretary, Board of Education

OAKLAND UNIFIED SCHOOL DISTRICT
Office of the General Counsel
APPROVED FOR FORM & SUBSTANCE

By: *Marion McWilliams*
Marion McWilliams, General Counsel

Dated: 2/15, 2018

CAHILL/FOCON JOINT VENTURE

By: *Mark Zaleski*

Name: Mark Zaleski

Title: Vice President

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	TBD
Add:	
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/Mac'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
Equipment 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

Bid coordination							in the MEPS trades		
Total General Conditions Costs					5828,256				
(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/Adminin: \$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

44 - January 15, 2018
 **Access Project Prog Material Costs

Line Item Description	BEST COST				Subcontractor
	Increment 1 GMP 12/18/17	L&E	SL&E	SL&SE	
02-4000 Building Demolition and Abatement	\$118,126	\$48,796	\$0	\$35,335	Bluewater Environmental
03-3100 Concrete	\$119,466	\$17,336	\$0	\$12,481	Joseph J Albanese
03-3400 Brickwork	\$0	\$0	\$0	\$0	No Scope
04-2100 Masonry	\$0	\$0	\$0	\$0	No Scope
05-1000 Structural Steel, Metal Stairs, and Miscellaneous	\$505,097	\$35,481	\$94,862	\$25,694	North American & Clean W's
06-3010 Rough Carpentry	\$70,120	\$11,496	\$0	\$58,634	Light Frame Construction
06-2000 Finish Carpentry	\$118,892	\$9,623	\$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	\$15,320	\$0	\$11,031	Waterproofing Assistance
07-6000 Sheet Metal, Flashing, Louvers and Etc Etc	\$48,332	\$16,438	\$0	\$11,905	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	CPJ
08-3300 Overhead Rolling Doors	\$0	\$0	\$0	\$0	No Scope
08-4000 Windows, Storefronts, Glazing and Skylights	\$205,857	\$18,800	\$0	\$13,687	R&S Glazing
09-2200 Metal Stud Framing, Drywall and Fireproofing	\$309,979	\$18,541	\$0	\$13,261	MGM Drywall
09-2400 Exterior Siding, GFC	\$10,150	\$5,887	\$0	\$4,265	\$13k allowance
09-3000 Tiles and Stone	\$0	\$0	\$0	\$0	No Scope
09-4000 Acoustics 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	\$3,855	Anderson Flooring
09-9000 Painting	\$56,638	\$14,000	\$32,500	\$10,138	Picture Perfect Painting
10-0010 Misc. Specialties and Equipment	\$16,204	\$2,768	\$0	\$2,019	Reberber, Glendon, Pador
10-1400 Signage	\$81,182	\$2,426	\$0	\$1,756	Priority Arch Graphics
10-2800 Toilet, Bath Accessories, Partitions	\$5,642	\$9,271	\$0	\$2,960	CPJ
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**	\$688,900	\$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	Henders Meet S Walker Plumb
25-0010 Electrical, Telephone and Data	\$382,793	\$356,308	\$0	\$36,534	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	\$144,323	\$479,000	\$104,417	3-June
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 Stripping (in Earthwork)	\$0	\$0	\$0	\$0	in Earthwork - June 21-2018
32-1600 Site Concrete	\$1,348,492	\$77,325	\$0	\$55,894	J J Albanese
32-8000 Landscaping, Irrigation and Site Furnishings	\$279,770	\$210,544	\$0	\$59,226	RWT Landscaping
33-0010 Site Utilities	\$216,811	\$82,351	\$85,000	\$59,562	3-June
31-6416 Personnel Hoist	\$0	\$0	\$0	\$0	No Scope
31-2432 Crane Service	\$15,000	\$8,700	\$0	\$6,300	Allowance
31-6453 Scaffolding	\$16,127	\$6,582	\$0	\$4,629	Normal Scaffolding

Line Item Description	Increment 1 OBP 12/31/17	LBE	SLBE	SRLBE	Subcontractor
01-3640 Site Security	\$89,957	\$1,342	\$0	\$88,614	Site Security
01-7423 Final Cleaning	\$11,801	\$4,185		\$8,036	Capital Bldg
SUBTOTAL	\$5,309,023	\$1,213,416	\$717,870	\$4673,262	
General Conditions	\$838,256				
Excavator 0.18%	\$11,047				
Builder's Risk Insurance	\$32,431				
Builder's Insurance 1.40%	\$86,331				
Contractor's Fee 3.00%	\$319,364				
G.C. Bond 0.62%	\$40,800				
SUBTOTAL	\$6,621,452				
Excavator 0.00%	\$0				
Developer Contingency 2.00%	\$132,429				
Owner's Hold Allowance 0.50%	\$33,769				
District Allowance 4.50%	\$305,444				
GRAND TOTAL	\$7,083,085				

LBE 26% SLBE 15% SRLBE 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, caving 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 2 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 OUSD 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
X6	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 chils	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.

26-0010 – 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. Xypex, 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.

01-5540 – 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 Michell & 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		1/30/18		
63	Increment 1: Parking / Entry	161 days	Tue 1/30/18	Tue 9/18/18		1/30/18	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 App	
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 Ftn Reinforcement/Inspect	1 day	Tue 6/26/18	Tue 6/26/18			6/26	Install Ftn 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 Cols	2 days	Tue 5/15/18	Wed 5/16/18		5/15	Install 2 New HSS Cols	
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 & Quattrocchi Kwok
 Start Date: Q1 2018
 Duration: approximately 6.5 Months

30-February 15, 2018

**Access Project Fug Material Costs

Line Item Description	BEST COST				Subcontractor
	Increment 1 GMP 12/18/17	L&E	SL&E	SLR&E	
02-4000 Building Demolition and Abatement	\$118,126	\$48,706	\$0	\$35,832	Bluewater Environmental
03-3100 Concrete	\$119,466	\$17,236	\$0	\$12,481	Joseph J Albanese
03-5400 Gypsum	\$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	\$55,482	\$04,862	\$25,694	North American & Clean Wc
06-1010 Rough Carpentry	\$70,120	\$11,496	\$0	\$38,634	Light Frame Construction
06-2000 Finish Carpentry	\$128,892	\$0,623	\$0	\$6,868	St Mill
07-2100 Insulation and Firestopping	\$6,543	\$1,843	\$0	\$1,334	Alcat
07-2000 Roofing and Waterproofing	\$108,229	\$15,220	\$0	\$11,021	Waterproofing Associates
07-6000 Sheet Metal, Flashing, Louvers and Etc Its	\$48,332	\$16,436	\$0	\$11,908	Marina Mechanical
07-9000 Scaffolding and Climbing	\$15,000	\$0,700	\$0	\$6,900	Alfonso
08-1000 Doors, Frames and Hardware	\$4,250	\$2,485	\$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	\$18,343	\$0	\$13,281	MGW Drywall
09-2400 Exterior Plaster, GRC	\$16,150	\$5,887	\$0	\$4,268	SLK allowance
09-3000 Tile and Stone	\$0	\$0	\$0	\$0	No Scope
09-4000 Acoustical and Wood Slat Ceilings	\$47,291	\$19,474	\$04,000	\$0,757	Acoustics by the Bay
09-6100 Flooring - Carpet, Resilient, Wood	\$18,816	\$34,861	\$0	\$3,855	Anderson Flooring
09-9000 Painting	\$56,638	\$14,000	\$12,500	\$10,138	Picture Perfect Painting
10-0010 Misc. Specialties and Equipment	\$16,204	\$2,786	\$0	\$2,019	Reberber Glendon, Padar
10-1400 Signage	\$31,382	\$2,426	\$0	\$1,756	Priority Arch Graphics
10-2800 Toilet, Bath Accessories, Partitions	\$5,642	\$3,272	\$0	\$0,968	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**	\$468,860	\$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	\$89,856	\$35,347	\$1,708	\$18,218	Henders Heat & Water Plumb
25-0010 Electrical, Telephone and Data	\$382,739	\$356,209	\$0	\$36,534	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	\$104,497	D-June
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 Gravel (in Earthwork)	\$0	\$0	\$0	\$0	in Earthwork - Line 31-2000
32-1600 Site Concrete	\$1,348,482	\$77,325	\$0	\$55,894	J J Albanese
32-6000 Landscape, Irrigation and Site Furnishings	\$279,770	\$220,544	\$0	\$58,226	RVT Landscaping
33-0010 Site Utilities	\$226,821	\$62,351	\$85,000	\$58,561	D-June
01-5416 Personnel Hoist	\$0	\$0	\$0	\$0	No Scope
01-5430 Crane Service	\$13,000	\$0,700	\$0	\$6,900	Alfonso
01-5450 Scaffold	\$16,127	\$6,382	\$0	\$4,628	Normal Scaffolding

EXHIBIT "3"

Line Item Description	Increment 1 CMP 12/18/17	LBE	SLBE	SRLBE	Subcontractor
01-5640 Site Security	\$88,657	\$1,342	\$0	\$88,654	Site Security
01-7423 Final Cleaning	\$11,901	\$4,195		\$3,036	Capital Bldg
SUBTOTAL	\$5,309,023	\$1,213,416	\$717,070	\$673,262	
General Conditions	\$836,256				
Decand City Tax 0.18%	\$11,047				
Builder's Risk Insurance	\$92,431				
Liability Insurance 1.40%	\$66,531				
Contractor's Fee 5.00%	\$313,964				
B.C. Bond 0.62%	\$40,600				
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 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.

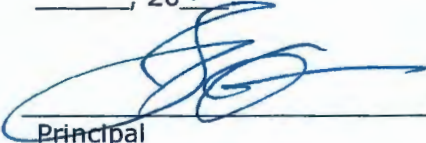
The condition of this obligation is such that if the Principal or any of Principal's Subcontractors, or the heirs, executors, administrators, successors, or assigns of any, all, or either of them shall fail to promptly pay the deductible(s) for CGL insurance for the Project, that the Guarantor will pay 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 CANILL/FOCAN J.V.



Guarantor

BLAIR ALLISON
By EXEC. V.P. / CANILL 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

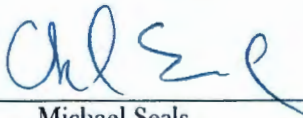
their respective interests and shares in same, as hereinbefore provided, and this Joint Venture Agreement shall then terminate.

- 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



CAHILL / FOCON
JOINT VENTURE
STATE CONTRACTORS LIC.# 1035872

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 Enviromental
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
32-8000 Landscape, Irrigation and Site Furnishings	\$279,770	\$220,544	\$0	\$59,226	RMT Landscaping
33-0010 Site Utilities	\$226,811	\$82,251	\$85,000	\$59,561	D-Line
01-5416 Personnel Hoist	\$0	\$0	\$0	\$0	No Scope.
01-5430 Crane Service	\$15,000	\$8,700	\$0	\$6,300	Allowance.
01-5450 Scaffold	\$16,127	\$6,392	\$0	\$4,629	Norcal Scaffolding

Line Item Description	Increment 1 GMP 12/18/17	LBE	SLBE	SLRBE	Subcontractor
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

SLBE

SLRBE

26%

15%

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: Sindy Lara PHONE (A/C, No, Ext): 415-402-6659 E-MAIL ADDRESS: slara@wsandco.com FAX (A/C, No): 415-989-9923																					
INSURED Cahill/Focon Joint Venture 1111 Broadway, Suite 1340 Oakland, CA 94607	CAHILL-01 <table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A :</td><td>Arch Insurance Company</td><td>11150</td></tr><tr><td>INSURER B :</td><td>Starr Indemnity & Liability Company</td><td>38318</td></tr><tr><td>INSURER C :</td><td>Arch Indemnity Insurance Company</td><td>30830</td></tr><tr><td>INSURER D :</td><td>Indian Harbor Insurance Company</td><td>36940</td></tr><tr><td>INSURER E :</td><td></td><td></td></tr><tr><td>INSURER F :</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A :	Arch Insurance Company	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 :		
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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"/>	N/A	74WCI8945514	1/1/2018	1/1/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER 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**CANCELLATION**

Oakland Unified School District 955 High Street Oakland CA 94601	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.

POLICY NUMBER: 71PKG8918114

COMMERCIAL GENERAL LIABILITY
CG 20 10 04 13

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.

POLICY NUMBER: 71PKG8918114

COMMERCIAL GENERAL LIABILITY
CG 24 04 05 09

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.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

**WC 04 03 06
(Ed. 04-84)**

POLICY NUMBER: 74WC18945514

**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. 74WC18945514

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 PARTICIPATION		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 PARTICIPATION		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 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)

This Space For Office Use Only

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

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

Project Name	Fremont High School New Construction Project	Site	302
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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
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Contractor Information

Contractor Name	Cahill/Focon JV	Agency's Contact	Blair Allison
OUSD Vendor ID #	V060849	Title	Executive VP
Street Address	1111 Broadway, Suite 1340	City	Oakland
Telephone	510-250-8500	State	CA
Contractor History	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
OUSD Project #	13158		

Term

Date Work Will Begin	2-28-2018	Date Work Will End By (not more than 5 years from start date)	10-30-2020
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Compensation

Total Contract Amount	\$7,093,095.00	Total Contract Not To Exceed	\$
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Changed Amount	\$ 6,688,095
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 Code	Amount
9799	Fund 21, Measure B	3029901891	6271	\$7,093,095.00

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, Facilities Planning and Management				
	Signature	Date Approved	2/15/18		
2.	General Counsel, Department of Facilities Planning and Management				
	Signature	Date Approved	2/20/18		
3.	Deputy Chief, 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			

Board Office Use: Legislative File Info.	
File ID Number	18-0431
Introduction Date	2-28-2018
Enactment Number	18-0418
Enactment Date	2/28/18 SD



OAKLAND UNIFIED
SCHOOL DISTRICT
Community Schools. Stronger 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/Facon 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:

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.

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**

Board Office Use: Legislative File Info.	
File ID Number	17-1925
Introduction Date	9-27-2017
Enactment Number	17-1416
Enactment Date	9/27/17



OAKLAND UNIFIED
SCHOOL DISTRICT

Memo

To Board of Education

From Kyla Johnson-Trammell, Superintendent and Secretary, Board of Education
By: Vernon Hal, Senior Business Officer
Joe Dominguez, Deputy Chief, Facilities Planning and Management

Board Meeting Date September 27, 2017

Subject Adoption of Resolution No. 1718-0010 and Approval, Execution and delivery of site lease agreement, Facilities Lease Agreement and Other Acts Relating to the Construction of the Fremont High School New Construction (Project"), Located at 4610 Foothill Blvd., Oakland, CA.

Action Requested Adoption of Resolution No. 1718-0010 and Approval by the Board of Education of the Lease Leaseback delivery of the Tenant Improvements for construction of the Fremont High School New Construction, through the approval of the Site Lease Agreement, Facilities Lease Agreement and related construction documents.

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

LBP (Local Business Participation Percentage) 100.00%

Current Considerations The lease Leaseback Agreements before the Board of Education provide for CAHILL/FOCON Joint Venture, a California State License Board Licensed general contractor, (Developer), will be required to provide a Guaranteed Maximum Price ("GMP") for the Project. As part of the District review of the GMP, the District will expect to have access to all subcontractor bids, allowances breakdown and tracking documents, contingency break-down and tracking documents, general conditions breakdown and tracking documents, and Respondent's fees. The GMP shall include all cost for labor, materials, equipment, overhead and profit, general conditions, contractor contingency and allowances, if any, but shall specifically exclude the amount of the District contingency. In the event the selected developer realizes a savings on any aspect of the Project, such savings shall be acknowledged as a credit to the

Recommendation

District. The Facilities Lease will be amended to include the agreed upon GMP, if the District proceed with the construction phase of the Project. Approve the Site Lease Agreement, Facilities Lease Agreement and related construction documents for construction of the Tenant Improvements for the Fremont High School New Construction ("Project").

Fiscal Impact

Measure J

Attachments

- Site Lease
- Facilities Lease and all Exhibits thereto;
- Resolution of the Board of Education No: 1718-0010

**RESOLUTION NO. 1718-0010
OF THE
OAKLAND UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION
RESOLUTION SUPPORTING AWARD OF LEASE-LEASEBACK
AGREEMENTS**

WHEREAS, the Oakland Unified School District ("District") is currently undertaking a project known as at the Fremont High School New Construction Project ("Project"); and

WHEREAS, on January 23, 2017, the District's Board of Education ("Board") adopted Resolution No. 17-0158, adopted and published required procedures and guidelines ("Best Value Methodology") for evaluating the qualifications of proposers that ensure the best value selections by the District are conducted in a fair and impartial manner pursuant to Education Code section 17406; and

WHEREAS, the District incorporated the Best Value Methodology in a Request for Qualifications and Proposals, which was advertised in the Oakland Post, a newspaper of general circulation published in the District, once a week for two weeks, commencing on **September 28, 2017**, and completed on **December 31, 2018**, with the latest notice published at least 10 days before the date for receipt of the proposals; and

WHEREAS, the Request for Qualifications and Proposals, which was also advertised in *El Mundo Oakland*, a newspaper of general circulation published in the county where the project is located, on March 2, 2017, the notice was published at least 10 days before the date for receipt of the proposals; and

WHEREAS, attached hereto as **Exhibit "A"** to this Resolution are copies of the Proofs of Publication; and

WHEREAS, District staff, in conjunction with District consultants, have reviewed proposals for the Project submitted in response to the Request for Proposals issued on March 1, 2017 in accordance with the adopted Best Value Methodology and taking into consideration the proposers' demonstrated competence and professional qualifications necessary for the satisfactory performance of the services required; and

WHEREAS, the Request for Qualifications and Proposals provided that the "[s]elected developer must be able to execute the District's standard form of Site Lease and Facilities Lease ... attached to this RFQ/P...;" and

WHEREAS, Education Code section 17406 provides that "if the selected proposer refuses or fails to execute the tendered instrument, the governing board of the school district may award the instrument to the proposer with the second highest best value score if the governing board of the school district deems it to be for the best interest of the school district;" and

WHEREAS, the highest ranked proposer sought changes to the District's standard form of Site Lease and Facilities Lease that were not acceptable to the District and ultimately did not execute the tendered instrument attached to the Request for Qualifications and Proposals; and

WHEREAS, it is in the best interest of the District to use the funds currently budgeted to provide facilities to the deserving students and staff at Fremont High School New Construction as soon as possible; and

WHEREAS, after consideration of all of the proposals, the Board hereby awards the Site Lease and Facilities Lease ("Lease-Leaseback Agreements") to Cahill/Focon Joint Ventures, who was the second highest best value score according to the adopted Best Value Methodology for the Project; and

WHEREAS, Cahill/Focon Joint Venture. have been prequalified pursuant to Public Contract Code section 20111.6; and

WHEREAS, Education Code section 17406 provides that the school district governing board shall issue a written decision supporting its contract award and stating in detail the basis of the award.

NOW THEREFORE, the Oakland Unified School District Board of Education hereby resolves, determines, and finds the following:

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

Section 2. That the District complied with the procedure set forth in Education Code section 17406, the Best Value Methodology adopted by the District and the Request for Qualifications and Proposals issued by the District.

Section 3. That it is in the best interest of the District to award to the Lease-Leaseback Agreements to the proposer with the second highest best value score, Cahill/Focon Joint Ventures, who has demonstrated competence and professional qualifications necessary for the satisfactory performance of the services required.

Section 4. That the Superintendent and her designees are authorized pursuant to this Resolution to take any and all actions that are necessary to carry out, give effect to and comply with the terms and intent of this Resolution.

[CONTINUED ON THE NEXT PAGE]


APPROVED, PASSED AND ADOPTED by the Board of Education the Oakland Unified School District on this 27th day of September 2017, by the following vote:

AYES: Jumoke Hinton Hodge, Shanthi Gonzales, Aimee Eng, Jody London, Roseann Torres,
Vice President Nina Senn, President James Harris

NOES: None

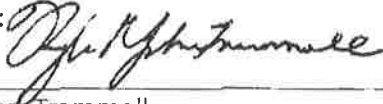
ABSTAIN: None

ABSENT: None



James Harris
President, Board of Education of the
Oakland Unified School District

Attested to:



Kyla Johnson-Trammell
Secretary, Board of Education of the
Oakland Unified School District


OAKLAND UNIFIED SCHOOL DISTRICT
APPROVED FOR FORM & SUBSTANCE
By: 
Attorney at Law

EXHIBIT "A"
PROOF(S) OF PUBLICATION

Starts on next page.

r

EL MUNDO

580 14TH ST STE B25, OAKLAND, CA 94612
Telephone: (510) 287-8211 / Fax: (510) 287-8247

JUANITA HUNTER
OAKLAND USD/FACILITIES PLANNING & MGMT
958 HIGH ST
OAKLAND, CA - 94601

PROJECT NAME	EL MUNDO
PROJECT NO.	2111
RES NO/ED ACTION DATE	4-6-17
CO.	OVER/UNDER 10%
PM AUTHORIZATION	2111
AMT. TO BE PAID \$	2111.20
SENT TO FAC B & G OTHER	

PROOF OF PUBLICATION

(2015.5 C.C.P.)

State of California
County of ALAMEDA

ss:

Notice Type: RFP - REQUEST FOR PROPOSALS

Ad Description:

RFP# 2003-17MEW CONSTRUCTION AT FREMONT HIGH SCHOOL

I am a citizen of the United States and a resident of the State of California; I am over the age of eighteen years, and not a party to or interested in the above entitled matter. I am the principal clerk of the printer and publisher of the EL MUNDO, a newspaper published in the English language in the city of , and adjudged a newspaper of general circulation as defined by the laws of the State of California by the Superior Court of the County of ALAMEDA, State of California, under date of 06/26/1984, Case No. 041227. That the notice, of which the annexed is a printed copy, has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to-wit:

03/02/2017

Executed on: 03/02/2017
At OAKLAND, CA

I certify (or declare) under penalty of perjury that the foregoing is true and correct.

Sergio Rios
Signature



* A 0 0 0 0 0 4 3 7 5 1 7 4 *

CNS#: 2981151

OAKLAND UNITED
SCHOOL DISTRICT
REQUEST FOR
PROPOSALS
LEASING/LEASEBACK
CONSTRUCTION SERVICES
RFP# 2003-17

Oakland Unified School District ("District") is seeking proposals for qualified persons, firms, partnerships, corporations, associations, or professional organizations to provide construction, design, value engineering, building, scheduling, site, historic, structural, cost estimating, and construction services for the development and construction of the Fremont High School New Construction ("Project") in accordance with the International Brotherhood of Teamsters Local 1749 (IBT) contract.

The Request for Qualifications and Proposals ("RFQ/P"), which includes instructions for participation, is available at the District website located at: <http://www.oakland.k12.ca.us> for your consideration. Accordingly, to the qualifications contained in the RFQ/P. Respondents to this RFQ/P must submit a completed Statement of Qualifications ("SOQ") along with the RFQ/P to the District by the deadline of 11:59 PM PST.

Respondents must mail or deliver the SOQ in hard copies, and if electronic copy or CD or USB flash drive of the RFQ/P Form conforming to the requirements of the RFQ/P to:

CNS AND/OR INTO
SCHOOL DISTRICT
Cesar Mendez, Director of
District of Facilities Planning &
Management
958 High Street
Oakland, CA 94612
RFP# 2003-17

ALL RESPONDERS ARE DESIRED BY 11:59 PM, ON Thursday, March 23, 2017. Local telephone, fax, or email RFQ/P packets will not be accepted. RFQ/P packets received after this date and time will not be accepted and returned unopened. The District reserves the right to waive any information or irregularities in the RFQ/P packets. The District also reserves the right to reject any and all RFQ/P packets and to negotiate contract terms with one or more respondents.

A non-negotiable information meeting will be conducted on Thursday, March 23, 2017 at 11:30 AM. The meeting will be held at the District Facilities Office, located at 958 High Street, Oakland, CA 94612.

Questions regarding the RFQ/P may be directed to Tasha Rodriguez, Director of Facilities, at tasha.rodriguez@oakland.k12.ca.us or by phone at (510) 287-8211. Questions received after 11:59 PM, on Monday, March 20, 2017.

In the RFQ/P, the Respondent identifies the firm or partnership, including all the entities to enter into the terms of the Agreement. Respondents must identify all Respondents in the RFQ/P in accordance with the Public Contract Code section 20111.8. The Respondent is not required to identify all subcontractors and planning subcontractors, but if such subcontractors are identified, they are also subject to the prequalification requirements as required by Public Contract Code section 20111.8. 15415

CNS AND/OR INTO

EL MUNDO

EL MUNDO

360 14TH ST STE 306 OAKLAND, CA 94612
Telephone: (510) 287-8211 / Fax: (510) 287-8267

JUANITA HUNTER
OAKLAND USD FACILITIES PLANNING & MGMT
355 HIGH ST
OAKLAND, CA - 94601

PROOF OF PUBLICATION

(2015 E.C.C.P.)

State of California }
County of ALAMEDA } ss

Notice Type: RFP - REQUEST FOR PROPOSALS

Ad Description:

RFP# R000-17 the Fremont High School New Construction (Project)

I am a citizen of the United States and a resident of the State of California; I am over the age of eighteen years, and not a party to or interested in the above entitled matter. I am the principal clerk of the printer and publisher of the EL MUNDO, a newspaper published in the English language in the city of , and adjudged a newspaper of general circulation as defined by the laws of the State of California by the Superior Court of the County of ALAMEDA, State of California, under date of 06/26/1984, Case No. 341227. That the notice, of which the enclosed is a printed copy, has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to-wit:

03/02/2017

Executed on: 03/02/2017
AT OAKLAND, CA

I certify (or declare) under penalty of perjury that the foregoing is true and correct.

[Signature]

Signature



* A O D Q D O 4 3 7 5 1 7 6 *

PROJECT NO. 100-111111-01
RES NO. 100 ACTION DATE 4/10/17
CO. OVER/UNDER 10%
PM AUTHORIZATION
AMT TO BE PAID \$ 2,141,916
SENT TO FAC B & G OTHER

CNS# 2881183
OAKLAND USD
SCHOOL DISTRICT
REQUEST FOR
QUALIFICATIONS AND
PROPOSALS
CLASSROOMS
CONSTRUCTION SERVICES
RFP# R000-17

Qualified bidders should submit (Project) a sealed proposal with specified person, firm, partnership, or corporation, including a proposal to participate in the project. The project is located at the Fremont High School New Construction (Project) in Alameda County, California. The project is located at the Fremont High School New Construction (Project) in Alameda County, California. The project is located at the Fremont High School New Construction (Project) in Alameda County, California.

The Request for Qualifications and Proposals (RFQ) which includes information for the project is available at the following website: www.ccsd.org for your consideration. According to the specifications contained in the RFQ, Respondents in this RFQ shall submit a completed statement of qualifications (SOQ) along with the Project Information (PI) Form.

Respondents shall submit their (1) Project Information Form (PIF) and (2) Statement of Qualifications (SOQ) to the District Office at the following address: District Office, 1000 14th Street, Oakland, CA 94612. The District Office will accept the SOQ and PIF until the date of the RFQ.

OAKLAND USD
SCHOOL DISTRICT
Classroom Construction
Request for Qualifications and Proposals
RFP# R000-17

ALL RESPONSES ARE DUE BY 1:00 P.M. ON Thursday, MARCH 23, 2017. Oral inquiries, questions, telephone or email RFQ requests will not be accepted. RFQ requests received after this date and time will not be accepted and returned unopened. The District reserves the right to remove any information or responses to the RFQ. The District also reserves the right to reject any and all RFQ requests and is not bound by any RFQ requests.

A live meeting information meeting will be conducted on Tuesday, March 14, 2017, at 11:00 A.M. The meeting will be held at the District Facilities Office, located at 355 High Street, Oakland, CA 94601.

Contract regarding this RFQ may be awarded to the lowest bidder. The project is located at the Fremont High School New Construction (Project) in Alameda County, California. The project is located at the Fremont High School New Construction (Project) in Alameda County, California. The project is located at the Fremont High School New Construction (Project) in Alameda County, California.

Project Completion is expected on or by 10/1/2017. The project is located at the Fremont High School New Construction (Project) in Alameda County, California. The project is located at the Fremont High School New Construction (Project) in Alameda County, California. The project is located at the Fremont High School New Construction (Project) in Alameda County, California.

In this RFQ, the Respondent is required to submit a proposal to the District Office at the following address: District Office, 1000 14th Street, Oakland, CA 94612. The District Office will accept the SOQ and PIF until the date of the RFQ. The District Office will accept the SOQ and PIF until the date of the RFQ. The District Office will accept the SOQ and PIF until the date of the RFQ.

SOQ
CNS-2881183
AL-000000

OAKLAND POST

565 14TH ST STE 105, OAKLAND, CA 94612
Telephone: (510) 287-8211 / Fax: (510) 287-8247

JUANITA HUNTER
OAKLAND USD/FACILITIES PLANNING & MGMT
865 HIGH ST
OAKLAND, CA - 94601

PROJECT NAME	Facilities
PROJECT NO.	118-6085
HES NO./BD ACTION DATE	4/4/17
CO. OVER/UNDER 10%	
PM AUTHORIZATION	
AMT. TO BE PAID \$	562.20
SENT TO FAC B & G OTHER	

PROOF OF PUBLICATION

(2015.5 C.C.P.)

State of California }
County of ALAMEDA }

Notice Type: RFP - REQUEST FOR PROPOSALS

Ad Description:

RFP# 2003-17 NEW CONSTRUCTION AT FREMONT HIGH SCHOOL

I am a citizen of the United States and a resident of the State of California. I am over the age of eighteen years, and not a party to or interested in the above entitled matter. I am the principal clerk of the printer and publisher of the OAKLAND POST, a newspaper published in the English language and adjudged a newspaper of general circulation as defined by the laws of the State of California by the Superior Court of the County of ALAMEDA, State of California, under date of 06/28/1964, Case No. 341227. That the notice, of which the annexed is a printed copy, has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to-wit:

03/04/2017

Excuse on: 03/01/2017
N. OAKLAND JCA

I certify (or declare) under penalty of perjury that the foregoing is true and correct.

Skyline

Skyline



11-00

* A C O D O 0 4 3 7 3 8 4 9 *

CNBA: 2981140

OAKLAND UNIFIED
SCHOOL DISTRICT
REQUEST FOR
QUALIFICATIONS AND
PROPOSALS
17AC03-17 NEW
CONSTRUCTION SERVICES
RFP# 2003-17

Oakland Unified School District (OUSD) is seeking proposals for qualified service, skill, partnership, corporations, associations, or professional organizations to provide sustainability, design, construction, master planning, and construction services for the development and construction of the Fremont High School New Construction (Project), in accordance with its Request for Qualifications and Proposals (RFP) and its Request for Proposals (RFP) issued on 03/04/2017.

The Request for Qualifications and Proposals (RFP# 2003-17) which includes information for its completion, is available at the District website (www.ousd.net) for your consideration. According to the specifications outlined in the RFP, Respondents to this RFP must submit a completed Statement of Qualifications (SOQ) along with the District (RFP# 2003-17).

Respondents must include and submit the following items: (i) a completed SOQ, (ii) a completed copy, and (iii) a completed copy on CD or USB. All items of the RFP must conform to the requirements of the RFP.

OAKLAND UNIFIED
SCHOOL DISTRICT
David Martinez, Director of
Construction Planning &
Management
35514th Street
Oakland, CA 94612
RFP# 2003-17

ALL RESPONDENTS ARE DUE BY 1:30 P.M. ON Thursday, MARCH 23, 2017. All proposals, including all attachments, must be submitted to the District by the deadline. The District reserves the right to accept any information or proposal in the RFP# 2003-17. The District also reserves the right to reject any and all RFP# 2003-17 proposals and to require contract terms with any or more Respondents.

A meeting information meeting will be conducted on Thursday, March 23, 2017, at 11:30 A.M. The meeting will be held at the District's Facilities Office, located at 35514th Street, Oakland, CA 94612.

Questions regarding this RFP may be directed to David Martinez, Director of Facilities, Oakland Unified School District, 35514th Street, Oakland, CA 94612, or by email to: dmartinez@ousd.net. Please email or call by 1:30 P.M. on Monday, March 20, 2017.

In the RFP, the City of Fremont outlined the RFP of construction services for the City to assist in the construction of the City's new high school. The RFP# 2003-17 was issued by the District in accordance with the Public Contract Code section 20111. The Respondent is not required to identify specific materials and pricing information for the RFP# 2003-17. Respondents are advised they are also subject to the procurement requirements as required by Public Contract Code section 20111.6.

CNBA 2981140
OAKLAND POST

EXHIBIT "B"

FINDINGS REGARDING THE AWARD OF THE LEASE-LEASEBACK AGREEMENT FOR THE FREMONT HIGH SCHOOL NEW CONSTRUCTION PROJECT

WHEREAS, Cahill/Focon Joint Venture complied with the District's S/LBE policy (BP & AR 7115); and

WHEREAS, Cahill/Focon Joint Venture received 124 out of 125 points for Price Points criteria; and

WHEREAS, Cahill/Focon Joint Venture received 187 out of 200 points for Technical Expertise criteria; and

WHEREAS, Cahill/Focon Joint Venture received 25 out of 25 points for Safety criteria; and

WHEREAS, Cahill/Focon Joint Venture received 41 out of 50 points for Schedule criteria; and

WHEREAS, Cahill/Focon Joint Venture received 48 out of 50 points for Staffing criteria; and

WHEREAS, Cahill/Focon Joint Venture received 50 out of 50 points for Financial Strength criteria; and

WHEREAS, Cahill/Focon Joint Venture's overall combined score was 475 out of 500 points based on the Request for Qualifications and Proposals (RFQ/P) evaluation criteria, which was the greatest number of points in accordance with the methodology described in the RFQ/P, and was ranked as the best value to the District out of the two (2) proposals submitted.

SITE LEASE

For all or a portion of the following Site:

Fremont High School New Construction Project
4610 Foothill Blvd.
Oakland, CA 94601
APN: 035-2404-001-02

By and between

Oakland Unified School District
955 High Street
Oakland, CA 94601

And

Cahill/Focon Joint Venture
1111 Broadway, Suite 1340
Oakland, CA 94607

Dated as of _____, 2017

SITE LEASE

This site lease ("Site Lease") dated as of _____, 2017 ("Effective Date"), is made and entered into by and between the Oakland Unified School District, a school district duly organized and validly existing under the laws of the State of California, as lessor ("District"), and Cahill/Focon Joint Venture, a California joint venture duly organized and existing under the laws of the State, as lessee ("Developer") (together, the "Parties").

RECITALS

WHEREAS, the District currently owns a parcel of land located at 4610 Foothill Blvd., Oakland, CA 94601, known as Fremont High School, as more particularly described in **Exhibit A** and shown on **Exhibit B** attached hereto and incorporated herein by this reference ("School Site"); and

WHEREAS, the District desires to provide for the development and construction of certain work to be performed on portions of the School Site. That work will include construction of improvements to be known as Fremont High School New Construction Project ("Project"); and

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

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

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

WHEREAS, this Site Lease and Facilities Lease are awarded based a competitive solicitation process pursuant to Education Code section 17406 and in compliance with the required procedures and guidelines for evaluating the qualifications of proposers adopted and published by the Board to the proposer providing the best value to the school district, taking into consideration the proposer's demonstrated competence and professional qualifications necessary for the satisfactory performance of the services required; and

WHEREAS, the selection of the Developer was conducted in a fair and impartial manner; and

WHEREAS, based on the above findings, the District is authorized under Education Code section 17406 to lease the Project Site to Developer and to have Developer develop and cause the construction of the Project thereon and lease the Project Site back to the District by means of the Facilities Lease, and the Board has duly authorized the execution and delivery of this Site Lease in order to effectuate the foregoing; and

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

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

NOW, THEREFORE, in consideration of the promises and of the mutual covenants contained herein, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto do hereby agree as follows:

1. Definitions

Unless the context clearly otherwise requires, all words and phrases defined in the Facilities Lease shall have the same meaning in this Site Lease.

2. Exhibits

The following Exhibits are attached to and by reference incorporated and made a part of this Site Lease.

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

2.2. Exhibit B - Description of the Project Site: The map or diagram depiction of the Project Site

3. Lease of the Project Site

The District hereby leases to the Developer, and the Developer hereby leases from the District the Project Site, subject only to Permitted Encumbrances, in accordance with the provisions of this Site Lease, to have and to hold for the term of this Site Lease. This Site Lease shall only take effect if the Facilities Lease is executed by the District and Developer within three (3) days of execution of this Site Lease.

4. Leaseback of the Project Site

The Parties agree that the Project Site will be leased back to the District pursuant to the Facilities Lease for the term thereof.

5. Term

The term of this Site Lease shall commence as of the Effective Date and shall terminate on the last day of the Term of the Facilities Lease, provided the District has paid to the Developer, or its assignee, all payments which may be due under the Facilities Lease, and provided this Site Lease has not been terminated pursuant to the termination provisions of the Facilities Lease.

6. Payment

In consideration for the lease of the Project Site by the District to the Developer and for other good and valuable consideration, the Developer shall pay One Dollar (\$1.00) to the District upon execution of this Site Lease.

7. Termination

7.1. Termination Upon Purchase of Project

If the District exercises its option to purchase the Project pursuant to the Facilities Lease, then this Site Lease shall terminate concurrently with the District's buy out and termination of the Facilities Lease.

7.2. Termination Due to Default by Developer

If Developer defaults pursuant to the provision(s) of the Facilities Lease and the District terminates the Facilities Lease pursuant to the Facilities Lease provision(s) allowing termination, then the Developer shall be deemed to be in default of this Site Lease and this Site Lease shall also terminate at the same time as the Facilities Lease.

7.3. Termination Due to Default by District

If District defaults pursuant to the provision(s) of the Facilities Lease, the Developer, or its assignee, will have the right, for the then remaining term of this Site Lease, to:

7.3.1. Take possession of the Project Site.

7.3.2. If it deems it appropriate, cause appraisal of the Project Site and a study of the then reasonable uses thereof.

7.3.3. Re-let the Project Site; and

7.3.4. Stop all Work associated with the Site Lease.

8. Title to School Site

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

9. Improvements

Title to all improvements made on the Project Site during the term hereof shall be held, vest and transfer pursuant to the terms of the Facilities Lease.

10. No Merger

The leaseback of the Project Site by the Developer to the District pursuant to the Facilities Lease shall not effect or result in a merger of the estates of the District in the Project Site, and the Developer shall continue to have a leasehold estate in the Project Site pursuant to this Site Lease throughout the term hereof.

11. Right of Entry

The District reserves the right for any of its duly authorized representatives to enter upon the Project Site at any reasonable time to inspect the same, provided the District follows all safety precautions required by the Developer.

12. Quiet Enjoyment

Subject to any rights the District may have under the Facilities Lease (in the absence of an Event of Default) to possession and enjoyment of the Project Site, the District hereby covenants and agrees that it will not take any action to prevent the Developer from having quiet and peaceable possession and enjoyment of the Project Site during the term hereof and will, at the request of the Developer, to the extent that it may lawfully do so, join in any legal action in which the Developer asserts its right to such possession and enjoyment.

13. Waste

The Developer agrees that at all times that it is in possession of the Project Site, it will not commit, suffer or permit any waste on the Project Site, and that it will not willfully or knowingly use or permit the use of the Project Site for any illegal purpose or act.

14. Further Assurances and Corrective Instruments

The Parties shall, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Project Site hereby leased or intended so to be or for carrying out the expressed intention of this Site Lease and the Facilities Lease.

15. Representations of the District

The District represents, covenants and warrants to the Developer as follows:

15.1. Due Organization and Existence

The District is a school district, duly organized and existing under the Constitution and laws of the State of California.

15.2. Authorization

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

15.3. No Violations

To the best of the District's actual knowledge, neither the execution and delivery of this Site Lease nor the Facilities Lease, nor the fulfillment of or compliance with the terms and conditions hereof or thereof, nor the consummation of the transactions contemplated hereby or thereby, conflicts with or results in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which the District is now a party or by which the District is bound, or constitutes a default under any of the foregoing, or results in the creation or imposition of any lien, charge or

encumbrance whatsoever upon any of the property or assets of the District, or upon the Project Site, except Permitted Encumbrances.

15.4. CEQA Compliance

The District has complied with all assessment requirements imposed upon it by the California Environmental Quality Act (Public Resource Code Section 21000 *et seq.* ("CEQA")) in connection with the Project, and no further environmental review of the Project is necessary pursuant to CEQA before the construction of the Project may commence.

15.5. Condemnation Proceedings

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

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

15.6. Use and Zoning

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

15.7. Taxes

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

16. Representations of the Developer

The Developer represents, covenants and warrants to the District as follows:

16.1. Due Organization and Existence

The Developer is a California company duly organized and existing under the laws of the State of California, has power to enter into this Site Lease and the Facilities Lease; is possessed of full power to lease, leaseback, and hold real and personal property and has duly authorized the execution and delivery of all of the aforesaid agreements.

16.2. Authorization

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

16.3. No Violations

Neither the execution and delivery of this Site Lease or the Facilities Lease, nor the fulfillment of or compliance with the terms and conditions hereof or thereof, nor the consummation of the transactions contemplated hereby or thereby, conflicts with or results in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which the Developer is now a party or by which the Developer is bound, or constitutes a default under any of the foregoing, or results in the creation or imposition of any lien, charge or encumbrance whatsoever upon any of the property or assets of the Developer, or upon the Project Site, except for Permitted Encumbrances.

16.4. No Bankruptcy

Developer is not now nor has it ever been in bankruptcy or receivership.

16.5. No Litigation

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

17. Insurance and Indemnity

The Developer and the District shall comply with the Insurance requirements and the indemnity requirements as indicated in the Facilities Lease.

18. Assignment and Subleasing

This Site Lease may be assigned and/or the Project Site subleased, as a whole or in part, by the Developer only upon the prior written consent of the District to such assignment or sublease, which shall not be unreasonably withheld.

19. Restrictions on District

The District agrees that it will not mortgage, sell, encumber, assign, transfer or convey the Project Site or any portion thereof during the term of this Site Lease in any way that would interfere with or diminish Developer's interests indicated in this Site Lease.

20. Liens and Further Encumbrances

Developer agrees to keep the Project Site and every part thereof free and clear of any and all encumbrances and/or liens, including without limitation, pledges, charges, encumbrances, claims, mechanic liens and/or other liens for or arising out of or in connection with work or labor done, services performed, or materials or appliances used or furnished for or in connection with the Project Site or the Project. Pursuant to the Facilities Lease, Developer further agrees to pay promptly and fully and discharge any and all claims on which any encumbrance and/or lien may or could be based, and to save and hold District free and harmless from any and all such liens, mortgages, and claims of liens and suits or other proceedings pertaining thereto. This subsection does not apply to Permitted Encumbrances.

21. Notices

All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed to have been received five (5) days after deposit in the United States mail in registered or certified form with postage fully prepaid or one (1) business day after deposit with an overnight delivery service with proof of actual delivery:

If to District:

Oakland Unified School District
955 High Street
Oakland, CA 94601
Attn: Cesar Monterrosa, Director of
Facilities, Facilities Planning &
Management Department

With a copy to:

Deidree Y.M.K. Sakal
DANNIS WOLIVER KELLEY
275 Battery Street, Suite 1150
San Francisco, CA 94111

If to Developer:

Cahill/Focon Joint Venture
1111 Broadway, Suite 1340
Oakland, CA 94607
Attn: Blair Allison, Executive Vice
President, Cahill Contractors LLC; Michael
Seals, President, Focon, Inc.

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

22. Binding Effect

This Site Lease shall inure to the benefit of and shall be binding upon the Developer and the District and their respective successors and assigns.

23. No Additional Waiver Implied by One Waiver

In the event any agreement contained in this Site Lease should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive future compliance with any term hereof or any other breach hereunder.

24. Severability

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

25. Amendments, Changes and Modifications

Except as to the termination rights of both Parties as indicated in the Facilities Lease, this Site Lease may not be amended, changed, modified, altered or terminated without the written agreement of both Parties hereto.

26. Obligations Absolute

The Developer agrees that the obligations of the Developer are absolute and unconditional and not subject to any charges or setoffs against the District whatsoever.

27. Execution in Counterparts

This Site Lease may be executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

28. Developer and District Representatives

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

29. Applicable Law

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

30. Attorney's Fees

If either party brings an action or proceeding involving the School Site or to enforce the terms of this Site Lease or to declare rights hereunder, each party shall bear the cost of its own attorneys' fees.

31. Captions

The captions or headings in this Site Lease are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Site Lease.

32. Prior Agreements

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

33. Further Assurances

Parties shall promptly execute and deliver all documents and instruments reasonably requested to give effect to the provisions of this Site Lease.

34. Recitals Incorporated

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

35. Time of the Essence

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

36. Force Majeure

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

37. Interpretation

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

IN WITNESS WHEREOF, the Parties have caused this Site Lease to be executed by their respective officers who are duly authorized, as of the Effective Date.

ACCEPTED AND AGREED on the date indicated below:

Dated: 9/28, 2017

Dated: _____, 2017

OAKLAND UNIFIED SCHOOL DISTRICT

CAHILL/FOCON JOINT VENTURE


By: Kyle R. Johnson-Trammell
Secretary, Board of Education

By: 

Name: James Harris

Name: BLAIR ALLISON

Title: President, Board of Education

Title: EXECUTIVE VICE PRESIDENT

James Harris
President, Board of Education

OAKLAND UNIFIED SCHOOL DISTRICT
Office of General Counsel
APPROVED FOR FORM & SUBSTANCE

By: 
Attorney at Law

EXHIBIT A

LEGAL DESCRIPTION OF SCHOOL SITE

Attached is the Legal Description for:

Fremont High School New Construction Project
4610 Foothill Blvd.
Oakland, CA 94601

The land referred to is situated in the County of Alameda, City of Oakland, State of California, and is described as follows:

Parcel One:

Beginning at the point of intersection of the Southeastern line of High Street with the Northeastern line of Foothill Boulevard; and running thence Northeasterly along said line of High Street, 217 feet to an angle point thereon; thence continuing along said line of High Street, 155.22 feet to the intersection thereof with the Southwestern line of Ygnacio Avenue; thence along said Southwestern line of Ygnacio Avenue and the direct extension Southeasterly thereof, 881 feet to the intersection thereof with the Northwestern line of 47th Avenue; thence along said Northwestern line of 47th Avenue, 360 feet to the Northeastern line of Foothill Boulevard; thence along said Northeastern line of Foothill Boulevard, 950.08 feet, more or less, to the point of beginning.

Being a portion of Plot 7, as laid down and delineated on that certain Map entitled "Map of Patterson Ranch, Subdivided December, 1877", which accompanies the Referee's Report in the Suit for Partition by Solomon B. Boswell vs. Levi Stevens, et al, in the 3rd District Court in and for the County of Alameda, Case No. 4189, and which said Map is affixed to the Final Decree of Partition and recorded in Liber 187 of Deeds, at Pages 228 and 229 in the Office of the County Recorder of said Alameda County.

Parcel Two:

All that portion of Ygnacio Avenue, as described in the Deed to the County of Alameda, recorded September 26, 1907 in Book 1415 of Deeds, Page 40, Alameda County Records, lying between the Southwesterly prolongation of the Southeastern line of 46th Avenue, formerly Deering Street, and the Northwestern line, extended, of 47th Avenue, formerly Bryant Street.

Being all that portion of Ygnacio Avenue vacated by Ordinance No. 8032, C.M.S. of the Council of the City of Oakland, passed by said Council on September 11, 1969, a certified copy of which was recorded September 29, 1969 as Series No. 69-109523, Reel 2485, Image 943 of Official Records of Alameda County.

APN: 035-2404-001-02

EXHIBIT B

DESCRIPTION OF PROJECT SITE

Attached is a map or diagram showing the location of the School Site that is subject to this Site Lease and upon which Developer will construct the Project.

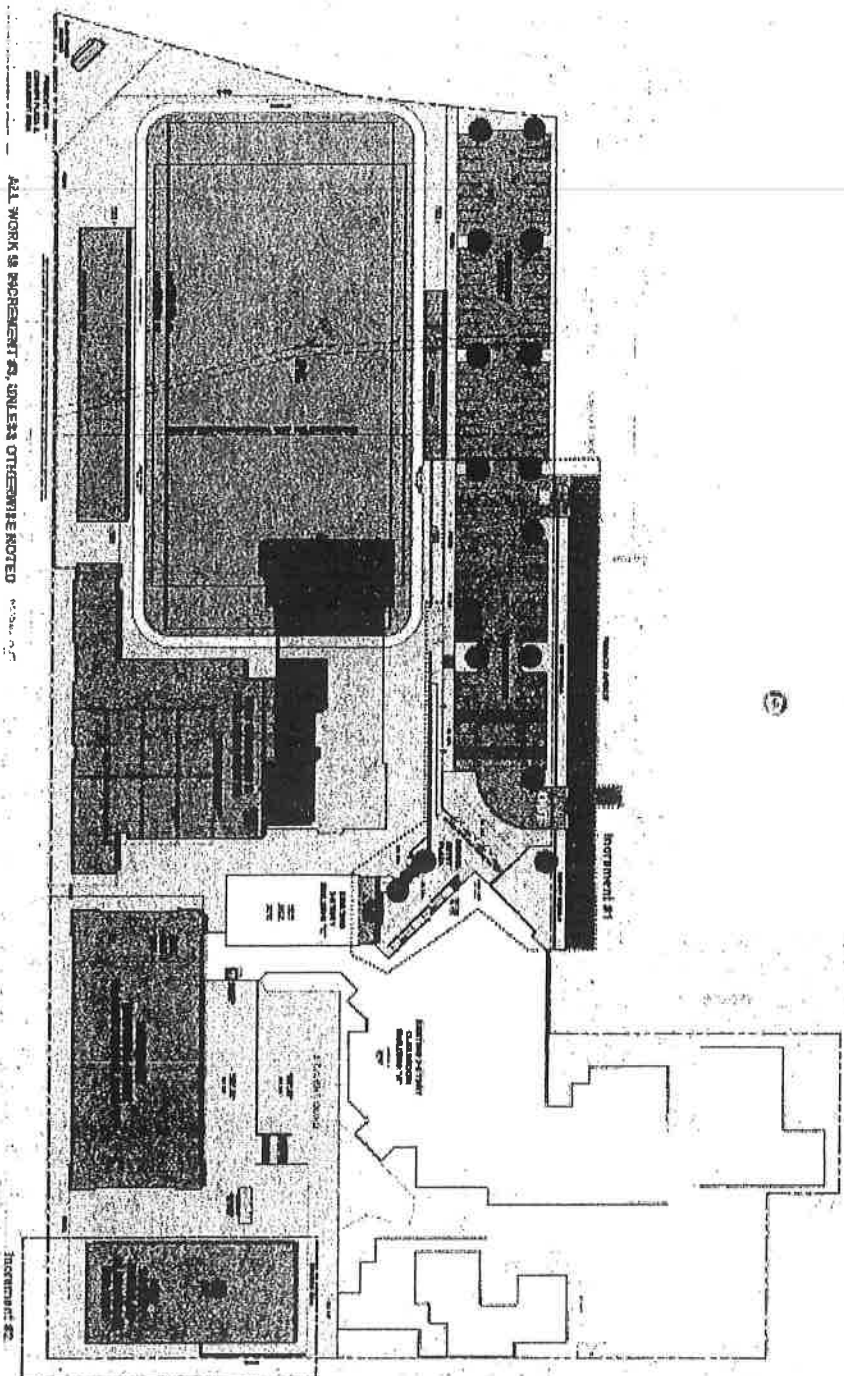


Exhibit B to Site Lease
Fremont High School New Construction Project

FACILITIES LEASE

For all or a portion of the following Site:

Fremont High School New Construction Project
4610 Foothill Blvd.
Oakland, CA 94601
APN: 035-2404-001-02

By and between

Oakland Unified School District
955 High Street
Oakland, CA 94601

And

Cahill/Focon Joint Venture
1111 Broadway, Suite 1340
Oakland, CA 94607

Dated as of _____, 2017

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Exhibit A	Legal Description of School Site
Exhibit B	Description of Project Site
Exhibit C	Guaranteed Maximum Price and Other Project Cost, Funding, and Payment Provisions
Exhibit D	General Construction Provisions
Exhibit D-1	Special Conditions
Exhibit E	Memorandum of Commencement Date
Exhibit F	Construction Schedule
Exhibit G	Schedule of Values
Exhibit H	Project Labor Agreement
Exhibit I	Local, Small Local, and Small Local Resident Business Enterprise Program
Exhibit J	Disabled Veteran Business Enterprise Participation Policy

FACILITIES LEASE

This facilities lease ("Facilities Lease"), dated as of [REDACTED], 2017 ("Effective Date"), is made and entered into by and between Cahill/Focon Joint Venture ("Developer"), a California joint venture duly organized and existing under the laws of the State of California, as sublessor, and Oakland Unified School District, a school district duly organized and validly existing under the laws of the State of California, as sublessee ("District") (together, the "Parties").

RECITALS

WHEREAS, the District is authorized under Section 17406 of the Education Code of the State of California to lease a site to a developer and to have that developer develop and construct the project on the site and to lease back to the District the site and the completed project; and

WHEREAS, the District desires to provide for the development and construction of certain work to be performed on portions of the School Site which will include construction of improvements to be known as the Fremont High School New Construction Project ("Project"); and

WHEREAS, on the date hereof, the District has leased to Developer, a parcel of land located at 4610 Foothill Blvd., Oakland, CA 94601, known as Fremont High School, particularly described in **Exhibit A** and shown on **Exhibit B** attached hereto and incorporated herein by reference ("School Site"); and

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

WHEREAS, District has retained LCA Architects / Quattrochi Kwok Architects (QKA) ("Architect") to prepare plans and specifications for the Project ("Plans and Specifications") and to act as the Design Professional in General Responsible Charge for the Project; and

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

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

WHEREAS, this Site Lease and Facilities Lease are awarded based a competitive solicitation process pursuant to Education Code section 17406 and in compliance with the required procedures and guidelines for evaluating the qualifications of proposers adopted and published by the Board to the proposer providing the best value to the school district, taking into consideration the proposer's demonstrated competence and professional qualifications necessary for the satisfactory performance of the services required; and

WHEREAS, the selection of the Developer was conducted in a fair and impartial manner; and

WHEREAS, Developer has reviewed the Lease Documents; and

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

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

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

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

1. Definitions

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

- 1.1 "Developer" or "Lessor"** means Cahill/Focon Joint Venture, a joint venture partnership, organized and existing under the laws of the State of California, Contractor's license number 970231 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.
- 1.2 "Developer's Representative"** means the Managing Member of Developer, or any person authorized to act on behalf of Developer under or with respect to this Facilities Lease.
- 1.3 "Contract Documents"** are defined in **Exhibit "D"** to this Facilities Lease.
- 1.4 "District" or "Lessee"** means the Oakland Unified School District, a school district duly organized and existing under the laws of the State of California.
- 1.5 "District Representative"** means the Superintendent of the District, or any other person authorized by the Board of Education of the District to act on behalf of the District under or with respect to this Facilities Lease.
- 1.6 "Permitted Encumbrances"** means, as of any particular time:
 - 1.6.1** Liens for general ad valorem taxes and assessments, if any, not then delinquent, or which the District may permit to remain unpaid;

- 1.6.2 The Site Lease.
- 1.6.3 This Facilities Lease.
- 1.6.4 Easements, rights of way, mineral rights, drilling rights and other rights, reservations, covenants, conditions or restrictions which exist of record as of the date of this Facilities Lease.
- 1.6.5 Easements, rights of way, mineral rights, drilling rights and other rights, reservations, covenants, conditions or restrictions established following the date of recordation of this Facilities Lease and to which Developer and the District consent in writing which will not impair or impede the operation of the Project Site.

2. Exhibits

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

- 2.1 **Exhibit A - Legal Description of the School Site:** The descriptions of the real property constituting the School Site.
- 2.2 **Exhibit B - Description of the Project Site:** The map or diagram depiction of the Project Site.
- 2.3 **Exhibit C - Guaranteed Maximum Price and Other Project Cost, Funding, and Payment Provisions:** A detailed description of the Guaranteed Maximum Price and the provisions related to the payment of that amount to the Developer, including Attachment 3, the Schedule of Lease Payments and Payoff Dates and Amounts.
- 2.4 **Exhibit D - General Construction Provisions:** The provisions generally describing the Project's construction.
- 2.5 **Exhibit D-1 - Special Conditions Provisions:** The provisions describing conditions specific to the Project's construction.
- 2.6 **Exhibit E - Memorandum of Commencement Date:** The Memorandum which will memorialize the commencement and expiration dates of the Lease Term.
- 2.7 **Exhibit F - Construction Schedule**
- 2.8 **Exhibit G - Schedule of Values**
- 2.9 **Exhibit H - Project Labor Agreement**
- 2.10 **Exhibit I - Local, Small Local and Small Local Resident Business Enterprise Program**
- 2.11 **Exhibit J - Disabled Veterans Business Enterprise Participation Policy**

3. Lease of Project and Project Site

- 3.1** Developer hereby leases the Project and the Project Site to the District, and the District hereby leases said Project and Project Site from Developer upon the terms and conditions set forth in this Facilities Lease.
- 3.2** The leasing by Developer to the District of the Project Site shall not affect or result in a merger of the District's leasehold estate pursuant to this Facilities Lease and its fee estate as lessor under the Site Lease. Developer shall continue to have and hold a leasehold estate in the Project Site pursuant to the Site Lease throughout the term thereof and the term of this Facilities Lease.
- 3.3** As to the Project Site, this Facilities Lease shall be deemed and constitute a sublease.

4. Term

4.1 Facilities Lease is Legally Binding

This Facilities Lease is legally binding on the Parties upon execution by the Parties and the District Board's approval of this Facilities Lease. The Term of this Facilities Lease for the purposes of District's obligation to make Lease Payments shall commence on the earlier of the following two (2) events, whichever occurs first ("Commencement Date"):

- 4.1.1** The date the District takes beneficial occupancy of the Project; or
- 4.1.2** The date when Developer delivers possession of the Project to District and when all Improvements to be provided by Developer are determined by the District to be completed as set forth in **Exhibits D and D-1** to this Facilities Lease.

Unless earlier terminated pursuant to the provisions of the Contract Documents, the Term of this Facilities Lease for the purposes of District's obligations to make Lease Payments shall terminate one (1) year thereafter or upon payment of the final lease payment.

- 4.2** After Developer has completed construction of the Project and the District has accepted the Project, the Parties shall execute the Memorandum of Commencement Date attached hereto as **Exhibit E** to memorialize the commencement date of the Lease Payments and expiration date of the Term. Notwithstanding this Term, the Parties hereby acknowledge that each has obligations, duties, and rights under this Facilities Lease that exist upon execution of this Facilities Lease and prior to the beginning of the Lease Payment obligations.
- 4.3** The Term may be extended or shortened upon the occurrence of the earliest of any of the following events, which shall constitute the end of the Term:
 - 4.3.1** An Event of Default by District as defined herein and Developer's election to terminate this Facilities Lease as permitted herein, or

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

5. Payment

In consideration for the lease of the Project Site by the Developer back to the District and for other good and valuable consideration, the District shall make all necessary payments pursuant to the Guaranteed Maximum Price Provisions Indicated in **Exhibit C**.

6. Title

- 6.1** During the Term of this Facilities Lease, the District shall hold fee title to the School Site, including the Project Site, and nothing in this Facilities Lease or the Site Lease shall change, in any way, the District's ownership interest.
- 6.2** During the Term of this Facilities Lease, Developer shall have a leasehold interest in the Project Site pursuant to the Site Lease.
- 6.3** During the Term of this Facilities Lease, the Developer shall hold title to the Project improvements provided by Developer which comprise fixtures, repairs, replacements or modifications thereto.
- 6.4** If the District exercises its Purchase Option pursuant to the Guaranteed Maximum Price Provisions indicated in **Exhibit C** or if District makes all necessary payments under the Guaranteed Maximum Price Provisions Indicated in **Exhibit C**, all right, title and interest of Developer, its assigns and successors in interest in and to the Project and the Project Site shall be transferred to and vested in the District at the end of the Term. Title shall be transferred to and vested in the District hereunder without the necessity for any further Instrument of transfer; provided, however, that Developer agrees to execute any instrument requested by District to memorialize the termination of this Facilities Lease and transfer of title to the Project.

7. Quiet Enjoyment

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

lawfully do so. Notwithstanding the foregoing, Developer shall have the right to inspect the Project and the Project Site as provided herein.

8. Representations of the District

The District represents, covenants and warrants to the Developer as follows:

8.1 Due Organization and Existence

The District is a school district, duly organized and existing under the Constitution and laws of the State of California.

8.2 Authorization

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

8.3 No Violations

Neither the execution and delivery of this Facilities Lease nor the Site Lease, nor the fulfillment of or compliance with the terms and conditions hereof or thereof, nor the consummation of the transactions contemplated hereby or thereby, conflicts with or results in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which the District is now a party or by which the District is bound, or constitutes a default under any of the foregoing, or results in the creation or imposition of any lien, charge or encumbrance whatsoever upon any of the property or assets of the District, or upon the Project Site, except Permitted Encumbrances.

8.4 Condemnation Proceedings

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

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

9. Representations of the Developer

The Developer represents, covenants and warrants to the District as follows:

9.1 Due Organization and Existence

The Developer is a California company duly organized and existing under the laws of the State of California, has the power to enter into this Facilities Lease

and the Site Lease; is possessed of full power to lease, lease back, and hold real and personal property and has duly authorized the execution and delivery of all of the aforesaid agreements.

9.2 Authorization

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

9.3 No Violations

Neither the execution and delivery of this Facilities Lease and the Site Lease, nor the fulfillment of or compliance with the terms and conditions hereof or thereof, nor the consummation of the transactions contemplated hereby or thereby, conflicts with or results in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which Developer is now a party or by which Developer is bound, or constitutes a default under any of the foregoing, or results in the creation or imposition of any lien, charge or encumbrance whatsoever upon any of the property or assets of Developer, or upon the Project Site, except Permitted Encumbrances.

9.4 No Bankruptcy

Developer is not now nor has it ever been in bankruptcy or receivership.

9.5 No Encumbrances

Developer shall not pledge any District payments of any kind, related to the Site Lease, this Facilities Lease, or in any way derived from the Project Site, and shall not mortgage or encumber the Project Site, except as may be specifically permitted pursuant to the provisions of this Facilities Lease related to Developer's financing the construction of the project.

9.6 Continued Existence

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

9.6.1 Eighteen (18) months following completion of the Project.

9.6.2 One (1) year following expiration or earlier termination of the Term.

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

While the lease documents are in effect, Developer shall give District one hundred twenty (120) days written notice prior to dissolving or terminating the legal existence of Developer.

10. Pre-construction Services

10.1 Scope of the Preconstruction Services

Developer shall perform management and coordination services, plan and specification constructability reviews, provide value-engineering reviews and recommendations and other reviews as necessary to verify that the drawings and specifications are clear and reasonably accurate to minimize the need for changes during the construction phase of the project, including but not limited to the following:

10.1.1 General Services

- 10.1.1.1** Developer shall attend regular meetings during Project development between the Architect, the District, District site personnel, and any other applicable consultants of the District as required to discuss the Project, including budget, scope and schedule.
- 10.1.1.2** Developer shall assist the Architect with making formal presentations to the governing board of District. Such assistance is anticipated to include floor plans and elevations necessary for any architectural presentation.
- 10.1.1.3** Developer shall prepare a rough schedule in Microsoft PROJECT and update as necessary.
- 10.1.1.4** Developer shall prepare and update the components of the Guaranteed Maximum Price and shall be primarily responsible for ensuring that the Project can and is constructed for no more than that amount.
- 10.1.1.5** While the Architect is anticipated to provide primary assistance, Developer shall reasonably assist District with City land use issues;
- 10.1.1.6** Architect shall act as lead and Developer will assist District and Architect with DSA review, input, and timeframe for same;
- 10.1.1.7** Architect shall act as lead and Developer will assist with review and comment upon geotechnical / soils investigation and report;
- 10.1.1.8** Architect shall act as lead and Developer will assist with review and comment upon survey of the Project site;

10.1.2 Review of Design Documents.

- 10.1.2.1** Review Project design and budget with the District and the Architect based on the Design Development Documents, 50% Construction Documents, and the 100% Construction Documents submitted to DSA to;

10.1.2.1.1 Provide recommendations on site use and improvements, selection of materials, building systems and equipment and methods of Project delivery;

10.1.2.1.2 Provide recommendations on relative feasibility of construction methods, availability of materials and labor, time requirements for procurement, installation and construction of the Project and subparts thereof if requested, and factors relating to cost including, but not limited to, construction costs of alternate designs of materials, preliminary budgets and possible economics that could be achieved through alternate methods or substitutions;

10.1.2.1.3 Provide interim design phase estimates to establish and maintain the Project budget and scheduled costs; and

10.1.2.1.4 Provide plan review.

10.1.2.1.5 Value-engineering. Prepare a value-engineering report for District review and approval that:

10.1.2.1.5.1 Details areas of cost saving (e.g. construction processes/procedures, specified materials and equipment, and equipment or other aspects of the design documents that can be modified to reduce costs and/or the time for achieving final completion of the Project and/or to extend life-cycle and/or to reduce maintenance/operations costs, without diminution in the quality of materials/equipment/workmanship, scope or intended purposes of the Project);

10.1.2.1.5.2 Provides detailed estimate for proposed value-engineering items;

10.1.2.1.5.3 Defines methodology or approaches that maximize value; and

10.1.2.1.5.4 Identifies design choices that can be more economically delivered.

10.1.2.1.6 Constructability Review. Prepare detailed interdisciplinary constructability review within twenty-eight (28) days of receipt of the plans from the District that:

10.1.2.1.6.1 Ensures construction documents are well coordinated and reviewed for errors, but

Developer is not responsible for undiscovered design errors and omissions;

10.1.2.1.6.2 Identifies to the extent known, construction deficiencies and areas of concern;

10.1.2.1.6.3 Back-checks design drawings for inclusion of modifications, but Developer is not responsible for back-checking changes not identified by the Architect;

10.1.2.1.6.4 Provides the District with written:

10.1.2.1.6.4.1 Recommendations regarding the suitability of the District's Project requirements and design standards. District acknowledges that the Architect is responsible to design per the District Standards.

10.1.2.1.6.4.2 Confirmation that various components have been coordinated and are consistent with each other so as to minimize conflicts within or between components of the design documents.

10.1.2.2 Confirm Modifications to Design Drawings. If the District accepts Developer's comments, including the value-engineering and/or constructability review comments, review the design documents to confirm that those comments are properly incorporated into the final design documents.

10.1.3 Budget of Project Costs.

10.1.3.1 At each stage of plan review indicated above, Developer will update and refine the budget of the Guaranteed Maximum Price based on the most recent set of design documents. Developer shall also advise the District and the Architect if it appears that the total construction costs may exceed the Guaranteed Maximum Price established by the District and shall make recommendations for corrective action. Developer will further provide input to the District and Architect relative to value of construction, means and methods for construction, duration of construction of various building methods and constructability.

10.1.3.2 In each budget of the Guaranteed Maximum Price, Developer shall include values of scopes of work subdivided into component parts in sufficient detail to serve as the basis for progress payments during construction. This

budget of the Guaranteed Maximum Price shall include, at a minimum, the following information divided into at least the following categories for each site:

10.1.3.2.1 Overhead and profit;

10.1.3.2.2 Supervision;

10.1.3.2.3 General conditions;

10.1.3.2.4 Layout & Mobilization (not more than 1%)

10.1.3.2.5 Submittals, samples, shop drawings;

10.1.3.2.6 Bonds and insurance;

10.1.3.2.7 Close-out documentation;

10.1.3.2.8 Demolition;

10.1.4 Construction Schedule and Phasing Plan

Developer shall prepare a preconstruction schedule to guide the design team through to bid dates. That schedule shall show the multiple phases and interrelations of design, constructability review, and estimating. Developer shall also prepare a full construction schedule for the Project detailing the phasing and construction activities. Developer shall further investigate, recommend and prepare a schedule for the District's purchase of materials and equipment requiring long lead time procurement, and coordinate the schedule with the early preparation of portions of the Contract Documents by the Architect.

10.1.5 Construction Planning and Bidding

10.1.5.1 For all of Developer's activities relating to construction planning and bidding, Developer shall comply with all applicable legal requirements, including but not limited to those set forth in Education Code section 17406.

10.1.5.2 Consult with District staff in relation to the existing site. Selected developer should make site visits, as needed to review the current site conditions. During this evaluation, Developer may make recommendations relating to soils investigations and utility locations and capacities, in order to minimize unforeseen conditions.

10.1.5.3 Attend meetings at the Project site with the Architect and the design team every two (2) weeks, until plans are ready for submittal to DSA (approximately 6 to 8 weeks, meeting duration is approximately 2 hours).

- 10.1.5.4** Provide plan review and constructability services with an emphasis on ensuring that the Project can be completed within the established schedule and within the available budget.
- 10.1.5.5** Provide a detailed analysis of all major Project systems with an emphasis on possible value engineering possibilities.
- 10.1.5.6** Prepare and distribute specifications and drawings provided by District to facilitate bidding to Developer's subcontractors.
- 10.1.5.7** Review the drawings and specifications to eliminate areas of conflict and overlapping in the work to be performed by various subcontractors, and with a view to eliminating change order requests by the Architect or subcontractors, but Developer is not responsible for undiscovered design errors or omissions.
- 10.1.5.8** Conduct pre-bid conferences. Coordinate with District and the Architect in responding to subcontractor questions or providing clarification to all subcontractors.
- 10.1.5.9** DSA approved plans shall be utilized to receive subcontractor bids and develop the final GMP in accordance with the lease-leaseback agreement forms, including the requirement that the bidding shall be initiated within one (1) week of notice of DSA approval and delivery of DSA approved plans and specifications.
 - 10.1.5.9.1** Developer shall engage in competitive bidding for subcontractors for all scopes of work on the Project that constitute more than one half of one percent (0.5%) of the total GMP.
 - 10.1.5.9.2** Developer shall provide public notice of availability of work to be subcontracted in accordance with the publication requirements applicable to the competitive bidding process of the school district, including a fixed date and time on which qualifications statements, bids, or proposals will be due.
 - 10.1.5.9.3** Developer shall establish reasonable qualification criteria and standards for District review and approval, which shall not be unreasonably withheld.
 - 10.1.5.9.4** The District representative shall be present during the receipt of bids from subcontractors. Developer shall provide all bids received from all subcontractors to the District.

10.1.5.9.5 Developer shall award the subcontract on a best value basis.

10.1.5.9.6 Developer will endeavor to receive at least three (3) bona fide bids from subcontractors for all scopes of work, or seek the District's prior approval if it wishes to provide fewer than the minimum number of bona fide bids from subcontractors.

10.1.5.9.7 The process may include prequalification or short-listing.

10.1.5.10 The GMP shall be presented to the District in the following manner within a three ring binder as well as electronically on an external memory device such as a CD, USB drive, or other comparable device:

10.1.5.10.1 Cover sheet, signed by the Developer indicating the GMP dollar amount with a certification, indicating that the GMP is all inclusive per the plans, specifications and addenda (contract documents). Also include certification stating, "Developer hereby certifies that they have reviewed all subcontractor proposals and whether the subcontractor excluded portions of their scope the Developer has included all costs for a complete GMP in accordance with plans, specifications and addenda."

10.1.5.10.2 A bid tabulation sheet indicating the breakdown by subcontractor/trade along with the appropriate general condition amount, other fees (as submitted with the response to the RFQ/P).

10.1.5.10.3 Behind the bid tabulation sheet mentioned in subdivision 10.1.5.10.2 above should be a sheet that indicates what is included in the general conditions, which should match what was submitted in the response to the RFQ/P.

10.1.5.10.4 Copies of all subcontractor bids received divided by trade that corresponds to the final spread sheet with a cover sheet indicating the scope and subcontractors that provided bids as well as those that were asked to bid, but did not submit a proposal. This sheet should have the dollar amounts for each subcontractor that provided a bid with the first column being the proposed subcontractor for that trade.

10.1.5.10.5 Behind subdivision 10.1.5.10.4 above should be the bids for that trade with the proposed subcontractor bid on top and the other subcontractor bids in descending dollar order.

10.1.5.11 Produce detailed construction CPM schedules to be incorporated into the Project documents including identification of the Project critical path and agency approvals.

10.1.5.12 Plan the phases and staging of construction, staging areas, temporary fencing, office trailer placement, access, etc. as required.

10.1.5.13 Any other services that are reasonable and necessary to control the budget and schedule. List those areas where subconsultants will be required and where the Developer has in-house expertise. Provide resumes of persons providing each of these services and for key personnel assigned to the Project.

10.2 Schedule

Preconstruction services outlined above will commence on the date the District issues a Notice to Proceed with Preconstruction Services for the Agreement, and conclude upon approval of the Amendment to the Lease Agreements by District's Board or termination of this Agreement by either party per the Agreement's terms. Any extension shall be subject to reasonable approval in writing by the parties.

10.3 Ownership of Records

It is mutually agreed that all materials prepared by Developer under this Agreement shall become the property of the District and Developer shall have no property right therein whatsoever. Developer hereby assigns to District any copyrights associated with the materials prepared pursuant to the Agreement.

10.4 Open Book Policy

There will be an open book policy with Developer and its construction team. District shall have access to all subcontractor bids, value engineering back-up, contingency breakdown & tracking, and Developer fees.

10.5 Compensation to Developer for Preconstruction Services

District agrees to reimburse Developer in the total amount not to exceed Four Hundred Four Thousand, Seven Hundred Ninety and 00/100 Dollars (\$404,790.00), for the performance of preconstruction services contemplated by this Agreement. Developer shall be paid monthly for the actual fees and allowed costs and expenses for all time and materials required and expended for work requested and specified by the District as completed. Said amount shall be paid within thirty (30) days upon submittal to and verification by the District of a monthly billing statement showing completion of the tasks for that month on a line item basis. In the event Developer and District reach an agreement on the GMP for the Project, Developer's reimbursement for preconstruction services shall be capped at Two Hundred Thousand Dollars (\$200,000), and this compensation for services rendered will be included as a

line item part of the GMP summary, and payments made to date will be shown as billed and paid to date to Developer by District. In the event project savings exist upon completion of Construction, unpaid preconstruction expenses established by verified time and materials billing statements (in excess of the paid \$200,000) may be paid to Developer up to the value of the project savings. Project savings, if any, shall be determined based on the agreed-upon GMP, including Contingency and excluding Allowances.

Developer shall be responsible for any and all costs and expenses incurred by Developer, including but not limited to the costs of hiring sub-consultants, contractors and other professionals, review of the Project's Plans and Specifications, review and preparation of necessary documentation relating to the development of the Project, all travel-related expenses, as well as for meetings with District and its representatives, long distance telephone charges, copying expenses, salaries of Developer staff and employees working on the Project, overhead, and any other reasonable expenses incurred by Developer in performance of the preconstruction services contemplated by this Agreement.

10.6 Termination before Construction Phase

10.6.1 Before the notice to proceed with the Construction Phase is issued by the District, this Agreement may be terminated at any time without cause by District upon fourteen (14) days written notice to Developer. In the event of such a termination by District, the District shall pay Developer for all undisputed services performed and expenses incurred per this Agreement, supported by documentary evidence, including, but not limited to, payroll records, invoices from third parties retained by Developer pursuant to this Agreement, and expense reports up until the date of notice of termination plus any sums due Developer for Board-approved extra services. In ascertaining the services actually rendered hereunder up to the date of termination of this Agreement, consideration shall be given to completed work and work in process that would best serve the District if a completed product was presented.

10.6.2 In the event that the parties do not reach an agreement on the GMP, this Agreement will be terminated at that time. In the event of such a termination, the District shall pay Developer no more than the not to exceed amount in Section 10.5 above.

10.7 Construction Phase

Developer shall not commence any construction work before DSA approval of the Plans and Specifications.

11. Construction of Project

11.1 Construction of Project

11.1.1 Developer agrees to cause the Project to be developed, constructed, and installed in accordance with the terms hereof and

the Construction Provisions set forth in **Exhibit D**, including those things reasonably inferred from the Contract Documents as being within the scope of the Project and necessary to produce the stated result even though no mention is made in the Contract Documents.

11.1.2 Contract Time / Construction Schedule

The Parties intend for this Project to proceed in at least three (3) phases. It is hereby understood and agreed that the Contract Time for this Project shall be nine hundred sixty-three (963) calendar days, commencing with the date upon which the District issues the Notice to Proceed with Construction for the first phase of the Project and ending with the date of Developer's completion of the Work for the last phase of the Project ("Contract Time"). Each phase will have a portion of the Contract Time (i.e., a specific number of calendar days) allotted to it under the Construction Schedule. Contract Time for a phase will only run/accrue from the date District issues the Notice to Proceed with Construction for that phase through the date of Developer's completion of the Work for that phase. The Construction Schedule must be approved by the District. The Construction Schedule may be amended by written agreement of both Parties.

11.1.2.1 The Construction Schedule shall include, at least, the following milestone dates for completing the Work for the Project:

Phase	Completion Date
Phase 1 – Visitor Parking/School Entry Plaza	April 18, 2018
Phase 2 – 12 Classroom Pre-Fab Structure	January 1, 2019
Phase 3 – Gym/Building B Renovation/Field	July 31, 2020

11.1.3 Schedule of Values

The Developer has provided a schedule of values, approved by the District, which will be attached hereto as **Exhibit G** ("Schedule of Values"). The Schedule of Values must be approved by the District.

11.1.4 Liquidated Damages

Time is of the essence for all work Developer must perform to complete the Project and to complete each phase of the Project. It is hereby understood and agreed that it is and will be difficult and/or impossible to ascertain and determine the actual damage that the District will sustain in the event of and by reason of Developer's delay; therefore, Developer agrees that it shall pay to

the District the amounts listed below per day as liquidated damages for each and every day's delay in completion of any phase of the Project beyond the Contract Time allotted to that phase of the Project under the Construction Schedule.

11.1.4.1 Liquidated damages amounts by phase:

11.1.4.1.1 Phase 1: One Thousand Dollars (\$1,000) per day.

11.1.4.1.2 Phase 2: Two Thousand One Hundred Eighty Dollars (\$2,180) per day.

11.1.4.1.3 Phase 3: Two Thousand Five Hundred Dollars (\$2,500) per day.

11.1.4.2 It is hereby understood and agreed that this amount is not a penalty.

11.1.4.3 In the event any portion of the liquidated damages is not paid to the District, the District may deduct that amount from any money due or that may become due the Developer under this Facilities Lease. The District's right to assess liquidated damages is as indicated herein and in **Exhibit D**.

11.1.4.4 The time during which the construction of the Project is delayed for cause as hereinafter specified may extend the time of completion for a reasonable time as the District may grant.

11.1.5 Guaranteed Maximum Price

Developer will cause the Project to be constructed within the Guaranteed Maximum Price as set forth and defined in the Guaranteed Maximum Price Provisions in **Exhibit C**, and Developer will not seek additional compensation from District in excess of that amount, excepting modifications to the Guaranteed Maximum Price by Change Order or Allowance Expenditure Directive.

11.1.6 Modifications

If the DSA requires changes to the Contract Documents submitted by District to Developer, and those changes change the construction costs and/or construction time for the Project, then those changed costs or time will be handled as a modification pursuant to the provisions of **Exhibit D**.

11.1.7 Labor Compliance Monitoring and Enforcement by Department of Industrial Relations

This Project is subject to labor compliance monitoring and enforcement by the Department of Industrial Relations pursuant to Labor Code section 1771.4 and Title 8 of the California Code of

Regulations. Contractor specifically acknowledges and understands that it shall perform the Work of this Agreement while complying with all the applicable provisions of Division 2, Part 7, Chapter 1, of the Labor Code.

11.1.8 Project Labor Agreement

This Project is subject to the extension or renewal of a project labor agreement entered into by the District prior to January 1, 2017, attached to the Facilities Lease as Exhibit H.

11.1.8.1 Skilled and Trained Workforce.

Pursuant to Education Code section 17407.5, Developer is not required to establish its enforceable commitment to use a Skilled and Trained Workforce, as defined in Chapter 2.9 (commencing with Section 2600) of Part 1 of Division 2 of the Public Contract Code, as Developer and all its subcontractors at every tier will become a party to the District's Project Labor Agreement.

11.1.9 Local, Small Local and Small Local Resident Business Enterprise Program (L/SL/SLRBE)

This Project is subject to a minimum fifty percent (50%) mandatory local participation requirement, pursuant to Board Policy BP 7115 and Administrative Regulations AR 7115, attached to the Facilities Lease as Exhibit I.

12. Maintenance

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

13. Utilities

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

14. Taxes and Other Impositions

All ad valorem real property taxes, special taxes, possessory interest taxes, bonds and special lien assessments or other impositions of any kind with respect to the Project, the

15.2 District's Insurance

15.2.1 Rental Interruption Insurance

District shall at all times from and after District's acceptance of the Project, for the benefit of District and Developer, as their interests may appear, maintain rental interruption insurance to cover loss, total or partial, of the use of the Project due to damage or destruction, in an amount at least equal to the maximum estimated Lease Payments payable under this Facilities Lease during the current or any future twenty-four (24) month period. This insurance may be maintained as part of or in conjunction with any other insurance coverage carried by the District, and such insurance may be maintained in whole or in part in the form of participation by the District in a joint powers agency or other program providing pooled insurance. This insurance may not be maintained in the form of self-insurance. The proceeds of this insurance shall be paid to the Developer.

15.2.2 Property Insurance

District shall at all times from and after District's acceptance of the Project, carry and maintain in force a policy of property insurance for 100% of the insurable replacement value with no coinsurance penalty, on the Project Site and the Project, together with all improvements thereon, under a standard "all risk" contract insuring against loss or damage. Developer shall be named as additional insureds or co-insureds thereon by way of endorsement, and District shall make a copy available to Developer upon request. District shall not be relieved from the obligation of supplying any additional funds for replacement of the Project and the improvements thereon in the event of destruction or damage where insurance does not cover replacement costs. District shall have the right to procure the required insurance through a joint powers agency or to self-insure against such losses or portion thereof as is deemed prudent by District.

16. Indemnification and Defense

- 16.1** 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. 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.

- 16.2** 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. 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.
- 16.3** The Developer shall give prompt notice to the District in the event of any reportable injury (including death), loss, or damage included herein. Without limitation of the provisions herein, if the Developer's agreement to indemnify and hold harmless any of the Indemnitees or its agreement to defend any of the Indemnitees as provided herein against liability for damage arising out of bodily injury to persons or damage to property caused by or resulting from the negligence of any of the Indemnitees shall to any extent be or be determined to be void or unenforceable, it is the intention of the parties that these circumstances shall not otherwise affect the validity or enforceability of the Developer's agreement to indemnify, defend, and hold harmless the rest of the Indemnitees, as provided herein, and in the case of any such suits, claims, damages, losses, or expenses caused in part by the default, negligence, or act or omission of the Developer, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, and in part by any of the Indemnitees, the Developer shall be and remain fully liable on its agreements and obligations herein to the fullest extent permitted by law.
- 16.4** In any and all claims against any of the Indemnitees by any employee of the Developer, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the Developer's indemnification obligation herein shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Developer or any Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.
- 16.5** The District may retain so much of the moneys due to the Developer as shall be reasonably necessary, until disposition of any such suit, claims or actions for damages or until the District, Architect and Construction Manager have

received written agreement from the Developer that Developer will unconditionally defend the District and its respective Board Members, officers, representatives, employees, consultants, the Architect and Construction Manager and their sub-consultants and pay any damages due by reason of settlement or judgment in conformance with the terms of the Contract.

- 16.6** The indemnification and defense obligations hereunder shall survive the completion of Work, including the warranty/guarantee period, and/or the termination of the Contract.

17. Eminent Domain

17.1 Total Taking After Project Delivery

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

- 17.1.1** The financial interest of Developer shall be limited to the amount of principal payments pursuant to the Guaranteed Maximum Price Provisions indicated in Exhibit C that are then due or past due together with all remaining and succeeding principal payments pursuant to the Guaranteed Maximum Price Provisions indicated in Exhibit C for the remainder of the original Term. For example, if all of the Project and the Project Site is taken at the end of the third year of the Term, Developer shall be entitled to receive from the eminent domain award the sum of all principal payments pursuant to the Guaranteed Maximum Price Provisions indicated in Exhibit C that would have been owing for the fourth year through the end of the Term had there been no taking.

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

17.2 Total Taking Prior to Project Delivery

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

17.3 Partial Taking.

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

17.3.1 This Facilities Lease shall continue in full force and effect and shall not be terminated by virtue of that partial taking and the Parties waive the benefit of any law to the contrary, and

17.3.2 There shall be a partial abatement of any principal payments pursuant to the Guaranteed Maximum Price Provisions indicated in Exhibit C as a result of the application of the net proceeds of any eminent domain award to the prepayment of those payments hereunder. The Parties agree to negotiate, in good faith, for an equitable split of the net proceeds of any eminent domain award and a corresponding reduction in the payments required pursuant to the Guaranteed Maximum Price Provisions indicated in Exhibit C.

18. Damage and Destruction

If, following delivery of possession of all or a portion of the Project by Developer to District, the Project is totally or partially destroyed due to fire, acts of vandalism, flood, storm, earthquake, Acts of God, or other casualty beyond the control of either party hereto, the Term shall end and District shall no longer be required to make any payments required pursuant to the Guaranteed Maximum Price Provisions indicated in **Exhibit C** that are then due or past due or any remaining and succeeding principal payments pursuant to the Guaranteed Maximum Price Provisions indicated in **Exhibit C** for the remainder of the original Term. Nothing in this section shall relieve District of its obligations, nor deny Developer its rights, under section 15.2.

19. Abatement

19.1 If, after the Parties have executed the Memorandum of Commencement Date attached hereto as **Exhibit E**, the Project becomes destroyed or damaged beyond repair, the District may determine its use of the Project abated. Thereafter, the District shall have no obligation to make, nor shall the Developer have the right to demand, the Lease Payments as indicated in the Guaranteed Maximum Price Provisions indicated in **Exhibit C** to this Facilities Lease. The Term shall cease at that time. Nothing in this section shall relieve District of its obligations, nor deny Developer its rights, under section 15.2.

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

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

19.3.1 Repair the Project to full use.

19.3.2 Replace the Project, at the District's sole cost and expense, with property of equal or greater value to the Project immediately prior to the time of the destruction or damage, and that replacement, once completed, shall be substituted in this Facilities Lease by appropriate endorsement; or

19.3.3 Exercise the District's purchase option as indicated in the Guaranteed Maximum Price Provisions indicated in Exhibit C to this Facilities Lease.

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

20. Access

20.1 By Developer

Developer shall have the right at all reasonable times to enter upon the Project Site to construct the Project pursuant to this Facilities Lease. Following the acceptance of the Project by District, Developer may enter the Project at reasonable times with advance notice and arrangement with District for purposes of making any repairs required to be made by Developer.

20.2 By District

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

21. Assignment, Subleasing

21.1 Assignment and Subleasing by the District

Any assignment or sublease by District shall be subject to all of the following conditions:

21.1.1 This Facilities Lease and the obligation of the District to make the payments required pursuant to the Guaranteed Maximum Price Provisions indicated in Exhibit C shall remain obligations of the District; and

21.1.2 The District shall, within thirty (30) days after the delivery thereof, furnish or cause to be furnished to Developer a true and complete copy of any assignment or sublease.

21.2 Assignment by Developer

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

22. Termination, Default And Suspension

22.1 Termination; Lease Terminable Only As Set Forth Herein

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

22.1.2 Nothing contained herein shall be deemed a waiver by the District of any rights that it may have to bring a separate action with respect to any Event of Default by Developer hereunder or under any other agreement to recover the costs and expenses associated with that action. The District covenants and agrees that it will remain obligated under this Facilities Lease in accordance with its terms.

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

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

22.2 District's Right to Terminate Developer for Cause

22.2.1 Grounds for Termination

The District, in its sole discretion, without prejudice to any other right or remedy, may terminate the Site Lease and Facilities Lease and/or terminate the Developer's right to perform the work of the Facilities Lease based upon any of the following:

- 22.2.1.1** Developer refuses or fails to execute the Work or any separable part thereof; or
- 22.2.1.2** Developer fails to complete said Work within the time specified or any extension thereof; or
- 22.2.1.3** Developer persistently fails or refused to perform Work or provide material of sufficient quality as to be in compliance with the Facilities Lease; or
- 22.2.1.4** Prior to completion of the Project, Developer is adjudged a bankrupt, files a petition for relief as a debtor, or a petition is filed against the Developer without its consent, and the petition not dismissed within sixty (60) days; or
- 22.2.1.5** Prior to the completion of the Project, Developer makes a general assignment for the benefit of its creditors, or a receiver is appointed on account of its insolvency; or
- 22.2.1.6** Developer persistently or repeatedly refuses and/or fails, except in cases for which extension of time is provided, to supply enough properly skilled workers or proper materials to complete the Work in the time specified; or
- 22.2.1.7** Developer fails to make prompt payment to Subcontractors, or for material, or for labor; or
- 22.2.1.8** Developer persistently disregards laws, or ordinances, or instructions of District as indicated in **Exhibit D**, or otherwise in violation of **Exhibit D**; or
- 22.2.1.9** Developer fails to comply with the District's Project Labor Agreement; or
- 22.2.1.10** Developer fails to comply with the District's Local, Small Local and Small Local Resident Business Enterprise Program; or
- 22.2.1.11** Developer fails to supply labor, including that of Subcontractors, that is sufficient to prosecute the Work or that can work in harmony with all other elements of labor employed or to be employed on the Work; or

22.2.1.12 Developer or its Subcontractor(s) is/are otherwise in material breach, default, or in substantial violation of any provision of this Facilities Lease, including but not limited to a lapse in licensing or registration.

22.2.2 Notification of Termination

22.2.2.1 Upon the occurrence of any of the above conditions, or upon Developer's failure to perform any material covenant, condition or agreement in this Facilities Lease, District may, without prejudice to any other right or remedy, serve written notice upon Developer and its Surety of District's termination of this Facilities Lease and/or the Developer's right to perform the work of this Facilities Lease. This notice will contain the reasons for termination.

22.2.2.1.1 Unless, within fifteen (15) days after the service of the notice, any and all condition(s) shall cease, and any and all violation(s) shall cease, or arrangement reasonably satisfactory to District for the correction of the condition(s) and/or violation(s) be made, this Facilities Lease and the Site Lease shall cease and terminate.

22.2.2.1.2 If the failure stated in the notice cannot be corrected within fifteen (15) days after the service of notice, District may consent to an extension of time, provided Developer instituted and diligently pursued corrective action within the applicable fifteen (15)-day period and until the violation is corrected. Upon District's reasonable determination, Developer shall not be entitled to receive any further payment until the entire Work is finished.

22.2.2.2 Upon Termination, District may immediately serve written notice of tender upon Surety whereby Surety shall have the right to take over and perform this Facilities Lease only if Surety:

22.2.2.2.1 Within three (3) days after service upon it of the notice of tender, gives District written notice of Surety's intention to take over and perform this Facilities Lease; and

22.2.2.2.2 Commences performance of this Facilities Lease within three (3) days from date of serving of its notice to District.

22.2.2.3 Surety shall not utilize Developer in completing the Project if the District notifies Surety of the District's objection to Developer's further participation in the completion of the Project. Surety expressly agrees that any developer which Surety proposes to fulfill Surety's obligations is subject to District's approval.

22.2.2.4 If Surety fails to notify District or begin performance as indicated herein, District may take over the Work and execute the Work to completion by any reasonable method it may deem advisable at the expense of Developer and/or its Surety. Developer and its Surety shall be liable to District for any reasonable excess cost or other damages the District incurs thereby. Time is of the essence in this Facilities Lease. If the District takes over the Work as herein provided, District may, without liability for so doing, take possession of and utilize in completing the Work all materials, appliances, plan, and other property belonging to Developer as may be on the Site of the Work, in bonded storage, or previously paid for.

22.2.3 Effect of Termination

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

22.2.3.2 The District shall retain all rights it possesses pursuant to this Facilities Lease including, without limitation.

22.2.3.2.1 The right to assess liquidated damages due because of any project delay; and

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

22.2.3.3 Developer shall, only if ordered to do so by the District, immediately remove from the Site all or any materials and personal property belonging to Developer that have not been incorporated in the construction of the Work, or which are not in place in the Work. The District retains the right, but not the obligation, to keep and use any materials and personal property belonging to Developer that have not been incorporated in the construction of the Work, or which are not in place in

the Work. The Developer and its Surety shall be liable upon the performance bond for all damages caused the District by reason of the Developer's failure to complete the Work under this Facilities Lease.

22.2.3.4 In the event that the District shall perform any portion of, or the whole of the Work, pursuant to the provisions of the General Conditions, the District shall not be liable nor account to the Developer in any way for the time within which, or the manner in which, the Work is performed by the District or for any changes the District may make in the Work or for the money expended by the District in satisfying claims and/or suits and/or other obligations in connection with the Work.

22.2.3.5 In the event that the Site Lease and Facilities Lease are terminated for any reason, no allowances or compensation will be granted for the loss of any anticipated profit by the Developer or any impact or impairment of Developer's bonding capacity.

22.2.3.6 In the event that the Site Lease and Facilities Lease are terminated for cause, if the expense to the District to finish the Work exceeds the unpaid Guaranteed Maximum Price, Developer and Surety shall pay difference to District within twenty-one (21) days of District's request. District may apply any amounts otherwise due to Developer to this difference.

22.2.3.7 The District shall have the right (but shall have no obligation) to assume and/or assign to a replacement contractor or construction manager, or other third party who is qualified and has sufficient resources to complete the Work, the rights of the Developer under its subcontracts with any or all Subcontractors. In the event of an assumption or assignment by the District, no Subcontractor shall have any claim against the District or third party for Work performed by Subcontractor or other matters arising prior to termination of the Facilities Lease. The District or any third party, as the case may be, shall be liable only for obligations to the Subcontractor arising after assumption or assignment. Should the District so elect, the Developer shall execute and deliver all documents and take all steps, including the legal assignment of its contractual rights, as the District may require, for the purpose of fully vesting in the District the rights and benefits of its Subcontractors under Subcontracts or other obligations or commitments. Developer must include this assignment provision in all of its Facilities Leases with its Subcontractors.

22.2.3.8 All payments due the Developer hereunder shall be subject to a right of offset by the District for expenses, damages, losses, costs, claims, or reimbursements suffered by, or due to, the District as a result of any default, acts, or omissions of the Developer.

22.2.3.9 The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to District.

22.3 Termination of Developer for Convenience

22.3.1 District in its sole discretion may terminate the Facilities Lease upon five (5) days written notice to the Developer. Under a termination for convenience, the District retains the right to all the options available to the District if there is a termination for cause. In case of a termination for convenience, the Developer shall have no claims against the District except:

22.3.1.1 The actual cost for labor, materials, and services performed that is unpaid and adequately documented through timesheets, invoices, receipts, or otherwise; and

22.3.1.2 In addition to the Developer's fee earned at the time of notice of termination, five percent (5%) of the total cost of work performed as of the date of termination, or five percent (5%) of the value of the Work yet to be performed, whichever is less. This five percent (5%) amount shall be full compensation for all Developer's and its Subcontractor(s)' mobilization and/or demobilization costs and any anticipated lost profits resulting from termination of the Developer for convenience.

22.4 Developer Remedies Upon District Default

22.4.1 Events of Default by District Defined

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

22.4.1.1 Failure by the District to pay payments required pursuant to the Guaranteed Maximum Price Provisions in Exhibit C, and the continuation of this failure for a period of thirty (30) days.

22.4.1.2 Failure by the District to perform any material covenant, condition or agreement in this Facilities Lease and that failure continues for a period of thirty (30) days after

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

22.4.2 Remedies on District's Default

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

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

22.4.2.1.1 An amount determined by a mutually-agreed upon appraiser; or

22.4.2.1.2 If an appraiser cannot be agreed to, an amount equal to the mean between a District appraisal and a Developer appraisal for the Project Site, both prepared by MAI-certified appraisers.

22.4.2.2 District's obligation to make the payments required pursuant to the Guaranteed Maximum Price Provisions indicated in Exhibit C shall be:

22.4.2.2.1 Increased by the amount of costs, expenses, and damages incurred by the Developer in re-renting the Project Site; and

22.4.2.2.2 Decreased by the amount of rent Developer receives in re-letting the Project Site.

22.4.2.3 The District agrees that the terms of this Facilities Lease constitute full and sufficient notice of the right of Developer to re-rent the Project Site in the Event of Default without effecting a surrender of this Facilities Lease, and further agrees that no acts of Developer in re-renting as permitted herein shall constitute a

surrender or termination of this Facilities Lease, but that, on the contrary, in the event of an Event of Default by the District the right to re-rent the Project Site shall vest in Developer as indicated herein.

22.4.3 District's Continuing Obligation

Unless there has been destruction, a Taking, or the Developer has acted, failed to act, or is in default as indicated above providing District with the right to terminate for cause, the District shall continue to remain liable for the payments required pursuant to the Guaranteed Maximum Price Provisions in **Exhibit C** and those amounts shall be payable to Developer at the time and in the manner therein provided.

22.4.4 No Remedy Exclusive

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

22.5 Suspension of Work

22.5.1 District in its sole discretion may suspend, delay or interrupt the Work in whole or in part for such period of time as the District may determine upon three (3) days written notice to the Developer.

22.5.1.1 An adjustment may be made for changes in the cost of performance of the Work caused by any suspension, delay or interruption. No adjustment shall be made to the extent:

22.5.1.1.1 That performance is, was or would have been so suspended, delayed or interrupted by another cause for which Developer is responsible; or

22.5.1.1.2 That an equitable adjustment is made or denied under another provision of the Site Lease or the Facilities Lease; or

22.5.1.1.3 That the suspension of Work was the direct or indirect result of Developer's

failure to perform any of its obligations hereunder.

22.5.1.2 Any adjustments in cost of performance may have a fixed or percentage fee as provided in the section on Format for Proposed Change Order in Exhibit D. This amount shall be full compensation for all Developer's and its Subcontractor(s)' changes in the cost of performance of the Facilities Lease caused by any such suspension, delay or interruption.

23. Notices

All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed to have been received five (5) days after deposit in the United States mail in registered or certified form with postage fully prepaid or one (1) business day after deposit with an overnight delivery service with proof of actual delivery:

If to District:

Oakland Unified School District
955 High Street
Oakland, CA 94601
Attn: Cesar Monterrosa, Director of
Facilities, Facilities Planning &
Management Department

With a copy to:

Deidree Y.M.K. Sakai
DANNIS WOLIVER KELLEY
275 Battery Street, Suite 1150
San Francisco, CA 94111

If to Developer:

Cahill/Focon Joint Venture
1111 Broadway, Suite 1340
Oakland, CA 94607
Attn: Blair Allison, Executive Vice
President, Cahill Contractors LLC; Michael
Seals, President, Focon, Inc.

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

24. Binding Effect

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

25. No Additional Waiver Implied by One Waiver

In the event any agreement contained in this Facilities Lease should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

26. Severability

In the event any provision of this Facilities Lease shall be held invalid or unenforceable by any court of competent jurisdiction, that holding shall not invalidate or render unenforceable

any other provision hereof, unless elimination of the invalid provision materially alters the rights and obligations embodied in this Facilities Lease or the Site Lease.

27. Amendments, Changes and Modifications

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

28. Net-Net-Net Lease

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

29. Execution in Counterparts

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

30. Developer and District Representatives

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

31. Applicable Law

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

32. Attorney's Fees

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

33. Captions

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

34. Prior Agreements

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

35. Further Assurances

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

36. Recitals and Exhibits Incorporated

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

37. Time of the Essence

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

38. Force Majeure

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

39. Interpretation

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

IN WITNESS WHEREOF, the Parties have caused this Facilities Lease to be executed by their respective officers who are duly authorized, as of the Effective Date.

ACCEPTED AND AGREED on the date indicated below:

Dated: 9/28, 2017

Dated: _____, 2017

OAKLAND UNIFIED SCHOOL DISTRICT

CAHILL/FOCON JOINT VENTURE

James Harris

By: James Harris
President, Board of Education

By: Blair Allison

Name: La R. Johnson-Trammell
Secretary, Board of Education

Name: BLAIR ALLISON

Title: _____

Title: EXECUTIVE VICE PRESIDENT

OAKLAND UNIFIED SCHOOL DISTRICT
Office of General Counsel
APPROVED FOR FORM & SUBSTANCE

Blair Allison
Attorney at Law

Facilities Lease

Fremont High School New Construction Project

DWK DMS 3165417v1

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