| Board Office Use: **Legislative File Info.** | |
|---|---|
| File ID Number | 26-1048 |
| Introduction Date | 6-10-2026 |
| Enactment Number | |
| Enactment Date | |

# Memo

**To** Board of Education

**From** Denise Gail Saddler, Ed.D., Interim Superintendent
Preston Thomas, Chief Systems & Services Officer
Pranita Ranbhise, Executive Director, Facilities

**Board Meeting Date** June 10, 2026

**Subject** Change Order No. 2, Lease-Leaseback Contract – Cahill Contractors LLC– Fremont High School Modernization Project– Division of Facilities Planning and Management

**Action Requested** Approval by the Board of Education of Change Order No. 2, Lease-Leaseback Contract by and between the **District** and **Cahill Contractors LLC**, Oakland, CA, for the latter to provide additional construction services for the Phase II scope, including soil compaction for the sidewalk and parking lot, grout lagging, slurry placement at footings, replacement of the damaged main power panel, and repairs to the sewer and water lines serving the drinking fountain, as identified in PCO's No. 2 through 12, for the **Fremont High School Modernization Project**. All other terms and conditions of the Agreement remain in full force and effect.

**Discussion** This Change Order is for additional construction services for Phase II of the project.

**LBP (Local Business Participation Percentage)** 62.86%

**Recommendation** Approval by the Board of Education of Change Order No. 2, Lease-Leaseback Contract by and between the District and Cahill Contractors LLC, Oakland, CA, for the latter to provide additional construction services for the Phase II scope, including soil compaction for the sidewalk and parking lot, grout lagging, slurry placement at footings, replacement of the damaged main power panel, and repairs to the sewer and water lines serving the drinking fountain, as identified in PCO's No. 2 through 12, for the Fremont High School Modernization Project. All other terms and conditions of the Agreement remain in full force and effect.

**Fiscal Impact** Fund 21 Building Fund, Measure J

**Attachments**

- Change Order No. 2 and Other Documents
- Routing Form
- File ID's: 25-2912, 25-1248 & 24-1123

# CHANGE ORDER

| | |
|---|---|
| Owner: | Oakland Unified School District |
| Project: | Fremont Modernization |
| School: | Fremont High School |
| Contractor: | Cahill Contractors, LLC |
| Change Ot·det No.: | 2 |
| Date: | April 17, 2026 |
| DSA File No.: | 1-H8 |
| DSA Application No.: | Phase I: 01-121157; Phase II: 01-121860 |
| OUSD Project#: | 22156 |
| Project Manager: | JaQuan Comish |

**IF NOT PREVIOUSLY DIRECTED, THE CONTRACTOR IS HEREBY DIRECTED TO PERFORM THE WORK REQUIRED BY THIS CHANGE ORDER AND ITS ATTACHMENTS, INCLUDING BUT NOT LIMITED TO THE SUMMARY, THE RELEVANT CORs ORPCOs,AND THE BACKUP DOCUMENTATION FOR THE CORs ANDPCOs.**

DESCRIPTION OF AGREED CHANGES IN WORK OR CONTRACT (refer to attached pages or incorporated documents, if necessary):
Phase I & II: Various Change Requests PCOs 2- 12

TOTAL ADWSTMENT TO CONTRACT PRICE BY THIS CHANGE ORDER: $277,041.24

TOTAL ADWSTMENT TO CONTRACT TIME BY THIS CHANGE ORDER: Qcalendar days

Director Initials

SUMMARY OF ADJUSTMENTS TO CONTRACT PRICE:

| | |
|---|---|
| Original Contract Price (include all special and contingency allowances): | $10,922,885.00 |
| Prior Change Orders: | + $557,442.47 |
| Total Contract Price Prior to this Change Order | = $11,480,327.47 |
| This Change Order's Adjustment: | + $277,041.24 |
| Adjusted Contract Price (include all special and contingency allowances): | = $11,757,368.71 |

| | |
|---|---|
| Current Change Order's Percentage of Original Contract Price: | 2.54% |
| Total Change Orders' Percentage of Original Contract Price: | 7.64% |

**NOTE:** Any unspent allowance amounts (including any contingency allowance) shall be retained by the Owner at the end of the Contract. To process an allowance expenditure, use the Allowance Expenditure Directive form, which requires signatures of Contractor and Owner, but does not require Board approval.

SUMMARY OF ADJUSTMENTS TO TIME FOR COMPLETION:

| | |
|---|---|
| Original contract time: | 645 Calendar Days |
| Prior change order adjustments to contract time: | + 0 Calendar Days |
| This change order's adjustment to contract time: | + 0 Calendar Days |
| Adjusted contract time: | = 645 Calendar Days |

| | |
|---|---|
| Start Date per Notice to Proceed: | June 5, 2025 |
| Completion Deadline Based on Adjusted Contract Time: | June 30, 2026 |

**The compensation (time and cost) set forth in this change order comprises the total compensation due the Contractor for the change defined in the change order, including extra work and impact on unchanged work. Acceptance of this change order by Contractor constitutes a full and complete accord and satisfaction of any and all claims by Contractor arising out of or relating to the work and issues covered by the change order, including but not limited to claims for the following: Costs to perform the work; contract balance; contract retention; time; extended field, home office, and other overhead; acceleration, impact, disruption, and delay damages; any and all direct and indirect costs; claims by subcontractors and suppliers; and any and all other requests to the Owner for time or money, from any source and under any legal theory whatsoever, as to the subject of this change order. No signature under protest or accompanied by reservation of rights or protest language, or any other attempts to avoid such waiver shall be of any force or effect whatsoever. No additions or deletions to this change order shall be allowed, except with the written and signed approval of the Owner. No language contained in backup material to any change order shall constitute a waiver of anything in this paragraph or the next paragraph, and such backup material shall be interpreted as though such language does not exist.**

This Change Order is hereby agreed to, accepted, and approved, and will be binding and enforceable upon signature by Contractor and approval by the Owner's governing body.

| **Approved:**<br>**Architect of Record** | **Approved and Agreed:**<br>**General Contractor** | **Approved and Agreed:** |
|---|---|---|
| **Print Name:** Eleni Antonelli | **Print Name:** Megan McDevitt | **Chief of Systems & Services Officer** |
| **Signature:** Digitally signed by Eleni Antonelli Date: 2026.04.20 09:58:11-07'00' | **Signature:** | **Date:** 4/22/26 |
| **Date:** 4/20/26 | **Date:** 04/20/2026 | |
| **Approved as to Form:**<br>James Traber<br>**OUSD Facilities Counsel**<br>**Date:** 5/28/2026 | | |

319-661/7106499.1

# FREMONT MODERNIZATION

Oakland Unified School District
Job # 22156

## CHANGE ORDER LOG

4/17/2026 3:01 PM

| CO # | PCO # | Description | Cont'r /Sub | Date Received | Proposed Amount | Approved Amount | Date Finalized | Status |
|---|---|---|---|---|---|---|---|---|
| 1 | 1 | Phase II: DSA Approved Plan Set Part 2 - Piers & GCs | Cahill / Azul | 09/09/25 | $635,329.43 | $557,442.47 | 1/14/2026 | Approved |
| 2 | 2-12 | Phase I & II: Various Change Requests, PCOs 2-12 | Cahill / Various | 04/17/26 | $306,670.22 | $277,041.24 | | for Approval |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |

Preconstruction Contract Price: $200,000.00
Total Contract Price: $10,922,885.00
Total Proposed: $941,999.65
Total Approved: $834,483.71
Total Contract with Approved Changes: $11,757,368.71
CO Percentage of Base Contract: 7.64%

Notes: *Sent to Consultants: C=Civil/ S=Struct./M=Mech./E=Elec./ L=Lands./D=District/SC=SchooF=Fire/R=Roofing **Email is standard. F = Faxed
***Remarks: UC - Unforeseen Condition / DRC - District Requested Change / AC - Agency Change

# FREMONT MODERNIZATION

Oakland Unified School District
Job # 22156

## CHANGE ORDER #2 LOG

4/20/2026 10:08 AM

| PCO # | GC PCO # | Description | Cont'r /Sub | Date Received | Proposed Amount | Approved Amount | Date Finalized | Reason Code | Status |
|---|---|---|---|---|---|---|---|---|---|
| 2 | 10 | Phase I: Soil Compaction Issues at Parking Lot | D-Line | 09/25/25 | $182,658.88 | $153,249.53 | 3/24/2026 | Unforeseen | for Approval |
| 3 | 30 | Phase I: Sidewalk Soil Compaction Issues | D-Line | 01/06/26 | $25,614.12 | $24,427.69 | 3/26/2026 | Unforeseen | for Approval |
| 4 | 31 | Phase II: Added Grout Behind Lagging | Azul | 01/14/26 | $19,442.78 | $19,442.78 | 3/26/2026 | Agency | for Approval |
| 5 | 38 | Phase I: Permits for Sidewalk Work | City of Oakland | 02/10/26 | $8,486.59 | $7,876.18 | 4/14/2026 | Agency | for Approval |
| 6 | 40 | Phase I: RFI 94 Add Section of Curb Under Fence | BCI | 02/10/26 | $7,352.34 | $7,352.34 | 4/14/2026 | Owner | for Approval |
| 7 | 41 | Phase II: RFI 96 Embed Conflict with Footing Rebar | BCI | 02/10/26 | $6,076.08 | $6,076.08 | 4/14/2026 | Error | for Approval |
| 8 | 42 | Phase II: RFI 91 Over-Ex & Added Slurry at Footings due to Wet Soil Conditions | BCI / D-Line | 02/10/26 | $5,495.86 | $5,495.86 | 4/14/2026 | Unforeseen | for Approval |
| 9 | 18 | Phase I: RFI 12 Replace Damaged Main Power Panel | Tulum | 10/27/25 | $18,170.84 | $19,748.05 | 4/17/2026 | Unforeseen | for Approval |
| 10 | 51 | Phase II: RFI 46 Power to Irrigation Controller | Tulum | 03/02/26 | $4,337.58 | $4,337.58 | 4/17/2026 | Omissions | for Approval |
| 11 | 57 | Phase II: RFI 40 & CCD-008B Exterior Lighting Changes | Cahill / Tulum | 03/16/26 | $18,271.85 | $18,271.85 | 4/17/2026 | Owner | for Approval |
| 12 | 63 | Phase II: RFI 99 Sewer & Water for the Water Fountain | D-Line / NVH / Lombardo | 04/08/26 | $10,763.30 | $10,763.30 | 4/17/2026 | Omissions | for Approval |
| | | | | | | | | | |

| | |
|---|---|
| Preconstruction Contract Price: | $200,000.00 |
| Total Contract Price: | $10,922,885.00 |
| Total Proposed: | $306,670.22 |
| Total Approved: | $277,041.24 |
| Total Previously Approved Change Orders: | $557,442.47 |
| Total Contract with Approved Changes: | $11,757,368.71 |
| CO Percentage of Base Contract: | 2.54% |

Notes: *Sent to Consultants: C=Civil/ S=Struct./M=Mech./E=Elec./ L=Lands./D=District/SC=SchooF=Fire/R=Roofing **Email is standard. F = Faxed ***Remarks: UC - Unforeseen Condition / DRC - District Requested Change / AC - Agency Change

# FREMONT MODERNIZATION

Oakland Unified School District
Job # 22156

# PCO LOG

4/17/2026 12:25 PM

| PCO # | GC PCO # | Description | Cont'r /Sub | Date Received | Proposed Amount | Approved Amount | Date Finalized | Reason Code | Status |
|---|---|---|---|---|---|---|---|---|---|
| 1 | 7 | Phase II: DSA Approved Plan Set Part 2 - Piers & GCs | Cahill / Azul | 09/09/25 | $629,992.00 | $557,442.47 | 11/12/2025 | Agency | Approved |
| 2 | 10 | Phase I: Soil Compaction Issues at Parking Lot | D-Line | 09/25/25 | $182,658.88 | $153,249.53 | 3/24/2026 | Unforeseen | for Approval |
| 3 | 30 | Phase I: Sidewalk Soil Compaction Issues | D-Line | 01/06/26 | $25,614.12 | $24,427.69 | 3/26/2026 | Unforeseen | for Approval |
| 4 | 31 | Phase II: Added Grout Behind Lagging | Azul | 01/14/26 | $19,442.78 | $19,442.78 | 3/26/2026 | Agency | for Approval |
| 5 | 38 | Phase I: Permits for Sidewalk Work | City of Oakland | 02/10/26 | $8,486.59 | $7,876.18 | 4/14/2026 | Agency | for Approval |
| 6 | 40 | Phase I: RFI 94 Add Section of Curb Under Fence | BCI | 02/10/26 | $7,352.34 | $7,352.24 | 4/14/2026 | Owner | for Approval |
| 7 | 41 | Phase II: RFI 96 Embed Conflict with Footing Rebar | BCI | 02/10/26 | $6,076.08 | $6,076.08 | 4/14/2026 | Error | for Approval |
| 8 | 42 | Phase II: RFI 91 Over-Ex & Added Slurry at Footings due to Wet Soil Conditions | BCI / D-Line | 02/10/26 | $5,495.86 | $5,495.86 | 4/14/2026 | Unforeseen | for Approval |
| 9 | 18 | Phase I: RFI 12 Replace Damaged Main Power Panel | Tulum | 10/27/25 | $18,170.84 | $19,748.05 | 4/17/2026 | Unforeseen | for Approval |
| 10 | 51 | Phase II: RFI 48 Power to Irrigation Controller | Tulum | 03/02/26 | $4,337.58 | $4,337.58 | 4/17/2026 | Omissions | for Approval |
| 11 | 57 | Phase II: RFI 40 & CCD-008B Exterior Lighting Changes | Cahill / Tulum | 03/16/26 | $18,271.85 | $18,271.85 | 4/17/2026 | Owner | for Approval |
| 12 | 63 | Phase II: RFI 99 Sewer & Water for the Water Fountain | D-Line / NVH / Lombardo | 04/08/26 | $10,763.30 | $10,763.30 | 4/17/2026 | Omissions | for Approval |
|  | 37 | Phase II: RFI 59-59.2 Conflicts with Bioretention Wall Elevations at Driveway | BCI / D-Line | 01/27/26 | $14,515.25 |  |  | Omissions | in review |
|  | 50 | Phase II: RFI 57 Unknown Gas Pipe Near Pile #43 | Cahill / Tap Masters | 03/02/26 | $4,566.26 |  |  |  | in review |
|  | 55 | Phase II: CCD-011A Fire Alarm Changes, Modular Pathway to FACP | Cahill / Tulum | 03/11/26 | $118,415.63 |  |  | Agency | in review |
|  | 58 | Phase II: Dry-Rot Repairs at Auditorium Bldg Entrance | Cahill / Various | 03/23/26 | $304,171.68 |  |  | Unforeseen | in review |
|  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |

Preconstruction Contract Price: $200,000.00
Total Contract Price: $10,922,885.00
Total Proposed: $1,378,331.04
Total Approved: $834,483.61
Total Contract with Approved Changes: $11,757,368.61
CO Percentage of Base Contract: 7.64%

Notes: *Sent to Consultants: C=Civil/ S=Struct./M=Mech./E=Elec./ L=Lands./D=District/SC=SchooF=Fire/R=Roofing **Email is standard. F = Faxed ***Remarks: UC - Unforeseen Condition / DRC - District Requested Change / AC - Agency Change

# CHANGE ORDER REQUEST (Proposed Change Order)

## No. 2

**PROJECT:** Fremont Modernization Project
Fremont High School

**OWNER:** OAKLAND UNIFIED SCHOOL DISTRICT
**CONTRACTOR: CAHILL CONTRACTORS, LLC**
**1111 Broadway, Suite 1340**
**Oakland, CA 94607**

**DATE**: MARCH 23, 2026

**DSA FILE NO**.: 1-H8
**DSA APP NO.: 01-121157**
**OUSD PROJECT #: 22156**
**PROJECT MANAGER: JaQuan Cornish**

Contractor hereby submits this Change Order Request ("COR") pursuant to the contract documents.

DESCRIPTION OF PROPOSED CHANGES IN WORK (specifically refer to attached pages or incorporated documents): **PCO 2 (Cahill PCO 10) Phase I: RFI 26 Soil Compaction Issues at Parking Lot.** Per RFI 26, due to unforeseen soil pumping at the parking lot, added costs to over-excavate, off-haul soil, add AB, gravel, and geogrid fabric as directed by Atlas where compaction failed. Costs tracked on T&M.

OTHER PROPOSED CHANGES TO THE CONTRACT:
_____
_____

PROPOSED ADJUSTMENT TO CONTRACT PRICE: $153,249.53
- If Contractor requests payment from an allowance, please indicate which allowance: _____

PROPOSED ADJUSTMENT TO CONTRACT TIME: 0 calendar days

REASON FOR REQUEST (check one or more):
_X__ Unforeseen Conditions
____ Direction by Government Agency
____ Owner Requested
____ Design Omission
____ Design Error
____ Other: _____

* * * * * * * * * * * *

**CERTIFICATION**

I, Megan McDevitt _____ *[name of declarant]*, declare the following:

**Cahill Contractors, LLC** has contracted with **Oakland Unified School District** for the **22156 Fremont Modernization** Contract ("Contract"). **Cahill Contractors, LLC** authorized me to prepare the attached Change

Order Request ("COR") or Allowance Expenditure Request ("AER") for money and/or time extension for **Oakland Unified School District** regarding this Contract (such COR or AER being dated **March 23, 2026**, and entitled **PCO 2 (Cahill PCO 10) Phase I: RFI 26 Soil Compaction Issues at Parking Lot**, and requesting $**153,249.53** and/or **0** additional days), and I prepared the attached COR or AER. I am the most knowledgeable person at **Cahill Contractors, LLC** regarding this COR or AER.

The attached COR or AER complies with all laws applicable to submission of a COR or AER, including but not limited to California Penal Code section 72, Government Code sections 12650 et seq. (False Claims Act), and Business and Professions Code sections 17200 et seq. (Unfair Business Practices Act). I am aware that submission or certification of false claims, or other claims that violate law or the Contract, may lead to fines, imprisonment, and/or other serious legal consequences for myself or **Cahill Contractors, LLC**.

The attached COR or AER does not breach the Contract, is not a false claim, does not violate any applicable law, satisfies all provisions of the Contract applicable to submission of the COR or AER, only contains truthful and accurate supporting data, and only requests money and/or time extensions that accurately reflect the adjustments to money and time for which I believe that **Oakland Unified School District** is responsible under its Contract with **Cahill Contractors, LLC.**

While preparing this declaration and COR or AER, I consulted with others (including attorneys, consultants, or others who work for **Cahill Contractors, LLC** when necessary to ensure that the statements were true and correct.

Contractor understands and agrees that any COR or AER submitted without this certification does not meet the terms of the Contract Documents; that Owner, or Owner's representatives, may reject the COR or AER on that basis; and that unless Contractor properly and timely files the COR or AER with the certification, Contractor cannot further pursue the COR or AER in any forum and all rights to additional money or time for the issues covered by the COR or AER are waived due to a condition precedent not having been satisfied.

I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed March 24, 2026, at Oakland, California.



_____ *[signature]*

Megan McDevitt 03/24/2026 *[name of declarant]*

319-661/7106498.1

# FREMONT MODERNIZATION

Oakland Unified School District
Job # 22156

# PCO LOG

3/23/2026 4:31 PM

| PCO # | GC PCO # | Description | Cont'r /Sub | Date Received | Proposed Amount | Approved Amount | Date Finalized | Reason Code | Status |
|---|---|---|---|---|---|---|---|---|---|
| 1 | 7 | Phase II: DSA Approved Plan Set Part 2 - Piers & GCs | Cahill / Azul | 09/09/25 | $629,992.00 | $557,442.47 | 11/12/2025 | Agency | Approved |
| 2 | 10 | Phase I: Soil Compaction Issues at Parking Lot | D-Line | 09/25/25 | $182,658.88 | $153,249.53 | | Unforeseen | for Approval |
| | 30 | Phase I: Sidewalk Soil Compaction Issues | D-Line | 01/06/26 | $25,614.12 | | | Unforeseen | in review |
| | 31 | Phase II: Added Grout Behind Lagging | Azul | 01/14/26 | $19,442.78 | | | Agency | in review |
| | 37 | Phase II: RFI 59-59.2 Conflicts with Bioretention Wall Elevations at Driveway | BCI / D-Line | 01/27/26 | $14,515.25 | | | Omissions | in review |
| | 38 | Phase I: Permits for Sidewalk Work | City of Oakland | 02/10/26 | $8,486.59 | | | Agency | in review |
| | 40 | Phase I: RFI 94 Add Section of Curb Under Fence | BCI | 02/10/26 | $7,352.34 | | | Owner | in review |
| | 41 | Phase II: RFI 96 Embed Conflict with Footing Rebar | BCI | 02/10/26 | $6,076.08 | | | Error | in review |
| | 42 | Phase II: RFI 91 Over-Ex & Added Slurry at Footings due to Wet Soil Conditions | BCI / D-Line | 02/10/26 | $5,495.86 | | | Unforeseen | in review |
| | 55 | Phase II: CCD-011A Fire Alarm Changes, Modular Pathway to FACP | Cahill / Tulum | 03/11/26 | $118,415.63 | | | Agency | in review |
| | 57 | Phase II: RFI 40 & CCD-008B Exterior Lighting Changes | Cahill / Tulum | 03/16/26 | $18,271.85 | | | Owner | in review |
| | 58 | Phase II: Dry-Rot Repairs at Auditorium Bldg Entrance | Cahill / Various | 03/23/26 | $304,171.68 | | | Unforeseen | in review |
| | | | | | | | | | |
| | | | | | | | | | |

| | |
|---|---|
| Preconstruction Contract Price: | $200,000.00 |
| Total Contract Price: | $10,922,885.00 |
| Total Proposed: | $1,340,493.06 |
| Total Approved: | $710,692.00 |
| Total Contract with Approved Changes: | $11,633,577.00 |
| CO Percentage of Base Contract: | 6.51% |

Notes: *Sent to Consultants: C=Civil/ S=Struct./M=Mech./E=Elec./ L=Lands./D=District/SC=SchooF=Fire/R=Roofing **Email is standard. F = Faxed ***Remarks: UC - Unforeseen Condition / DRC - District Requested Change / AC - Agency Change

**OAKLAND UNIFIED SCHOOL DISTRICT**
**FREMONT HIGH SCHOOL -BUILDING A MODERNIZATION & NEW PARKING LOT**
**PROJ # 22156**

**PCO#010 Rev1** **CE#023 - PH1 RFI 026 SOIL COMPACTION ISSUES AT PARKING LOT**

**To:** **JQ CORNISH - CM**
**From:** **Emil Vinuya, PE /Chief Cost Estimator**
**Date:** **16-Mar-26**

**General Comments:**

**1 GENERAL CONTRACTOR: CAHILL**

No work performed by General Contractor.

**2 FIRST TIER SUBCONTRACTOR - FOCON**

No work performed by Sub. Focon is the first tier Sub and is entitled to 5% mark-ups to D-Line.

**3 SECOND TIER SUBCONTRACTOR - D-LINE**

Manhours & Equipment hours based on IOR-signed T&M tags.

Houly labor rates used by Sub appears high compared to District approved rates.See attached.

Equipment rental rates used by Sub appear high compared to current Caltrans rental rates. Please provide basis or provide Invoices to validate..

D-LINE is considered second tier Sub to Focon.

| | | |
|---|---|---|
| **4** | **GENERAL CONTRACTOR's COST PROPOSAL** | **$ 174,717.67** |
| | **ESTIMATED CONSTRUCTION COST OF PCO#010 REV1** | **$ 151,439.86** |

Project Name: **OAKLAND UNIFIED SCHOOL DISTRICT** **Project Number:** 22156
**FREMONT HIGH SCHOOL -BUILDING A MODERNIZATION & NEW B** **Date:** 16-Mar-26
**Oakland, CA**

**Decription :** **PCO#010 Rev1**

**CE#023 - PH1 RFI 026 SOIL COMPACTION ISSUES AT PARKING LOT**

**Reference Drawing:** **CE#024 dated 09/25/2025**
**GEN. CONTRACTOR:** **CAHILL**

| | Total Base | Total Fringes | B) Total Material | C) Total Rental Equipment Cost | Total Labor Burden | TOTAL |
|---|---|---|---|---|---|---|
| | **FIRST TIER SUBCONTRACTOR - Costs** | | | | | |
| 1 | SHEET 1 of 2 | Summary | | | | |
| 2 | SHEET 2 of 2 | $ - | $ - | $ - | | $ - |
| 3 | | | | | | |
| 4 | | | | | | |
| 5 | | | | | | |
| 6 | Totals | $ - | + $ - | + $ - | + $ - | = $ - |
| 7 | | | | | | |
| 8 | | **Expenses:** | | | | |
| 9 | | Material Sales Tax..... | | 10.25% ..... | of Total Material: | Incl. |
| 10 | | Rental Sales Tax..... | | 10.25% ..... | of Total Rental: | Incl. |
| 11 | | | | | **Subtotal - Line 7 thru 11:** | **$ -** |
| 12 | | | | | | |
| 13 | | | General Contractor OH&P: | 0.00% ..... | Total | $ - |
| 14 | | | | | | |
| 15 | | | | | **Subtotal - Line 12 thru 18:** | **$ -** |
| 16 | | | | | | |
| 17 | | | | | **Subcontracor Cost - FOCON** | **$ 139,898.25** |
| 18 | | | | | **TOTAL SUBCONTRACTOR'S COST** | **$ 139,898.25** |
| 19 | | | | | | |
| 20 | | | | | Insurance 1.35% | $ 1,888.63 |
| 21 | | | | | Builder's Risk 1.40% | $ 1,958.58 |
| 22 | | | | | SDI 0.50% | $ 699.49 |
| 23 | | | | | Bond 0.62% | $ 867.37 |
| 24 | | | | | Oakland GRT 0.38% | $ 531.61 |
| 25 | | | | | Fee 4.00% | $ 5,595.93 |
| 26 | | | | | **TOTAL PROBABLE CONSTRUCTION COST FOR CAHILL** | **$ 151,439.86** |

Project Name: **OAKLAND UNIFIED SCHOOL DISTRICT** **Project Number:** 22156
**FREMONT HIGH SCHOOL -BUILDING A MODERNIZATION & NEW B** **Date:** 16-Mar-26
**Oakland, CA**

**Decription :** **PCO#010 Rev1**

**CE#023 - PH1 RFI 026 SOIL COMPACTION ISSUES AT PARKING LOT**

**Reference Drawing:** **CE#024 dated 09/25/2025**
**SFIRST TIER UBCONTRACTOR:** **FOCON**

| | Total Base FIRST TIER SUBCONTRACTOR - TU | B) Total Material Costs | C) Total Rental Equipment Cost | | TOTAL |
|---|---|---|---|---|---|
| 1 | SHEET 1 of 2 | | | | |
| 2 | SHEET 2 of 2 | | | | |
| 3 | $ - | $ - | $ - | | $ - |
| 4 | | | | | |
| 5 | | | | | |
| 6 | Totals $ - | + $ - | + $ - | | = $ - |
| 7 | | | | | |
| 8 | **Expenses:** | | | | |
| 9 | Material Sales Tax …… | | 10.25% ……. | of Total Material: | Incl. |
| 10 | Rental Sales Tax…… | | 10.25% ……. | of Total Rental: | Incl. |
| 11 | | | | | |
| 12 | | | | **Subtotal - Line 7 thru 14:** | **$ -** |
| 13 | | | | | |
| 14 | | | | **NET ADD** | **$ -** |
| 15 | | Subcontractor's OH&P: | 10.00% …….. | of Total Labor | $ - |
| 16 | | | | | |
| 17 | | | | **Subtotal - Line 15 thru 19:** | **$ -** |
| 18 | | | | | |
| 19 | | | | **Subcontracor Cost - D-LINE** | **$ 133,236.43** |
| 20 | | | | | |
| 21 | | Subcontractor's Mark-ups on Subcontractors: | 5.00% | of Total Sub: | $ 6,661.82 |
| 22 | | | | | |
| 23 | | | | **Subtotal - Line 20 thru 23:** | **$ 139,898.25** |
| 24 | | | | | |
| 25 | | Misc Expenses: Travel, Lodging, Food, Rental, etc…… | | | $ - |
| 26 | | General Contractor's Bond& Ins.: | 0.00% ……. | ……of Line 27: | $ - |
| 27 | | | | | |
| 28 | | | | **TOTAL PROBABLE CONSTRUCTION COST - FOCON** | **$ 139,898.25** |

Project Name: **OAKLAND UNIFIED SCHOOL DISTRICT** **Project Number:** 22156
**FREMONT HIGH SCHOOL -BUILDING A MODERNIZATION & NEW B** **Date:** 16-Mar-26
**Oakland, CA**

**Decription :** **PCO#010 Rev1**

**CE#023 - PH1 RFI 026 SOIL COMPACTION ISSUES AT PARKING LOT**

**Reference Drawing:** **CE#024 dated 09/25/2025**
**SECOND TIER SUBCONTRACTOR:** **D-LINE**

| | Total Base FIRST TIER SUBCONTRACTOR - TU | B) Total Material Costs | C) Total Rental Equipment Cost | | TOTAL |
|---|---|---|---|---|---|
| 1 | SHEET 1 of 2 | | | | |
| 2 | SHEET 2 of 2 | | | | |
| 3 | $34,628.69 | $ 57,369.89 | $ 29,125.46 | | $ 121,124.03 |
| 4 | | | | | |
| 5 | | | | | |
| 6 | Totals $34,628.69 | + $ 57,369.89 | + $ 29,125.46 | = | $ 121,124.03 |
| 7 | | | | | |
| 8 | **Expenses:** | | | | |
| 9 | Material Sales Tax …… | 10.25% ……. | of Total Material: | | Incl. |
| 10 | Rental Sales Tax…… | 10.25% ……. | of Total Rental: | | Incl. |
| 11 | | | | | |
| 12 | | | **Subtotal - Line 7 thru 14:** | **$** | **121,124.03** |
| 13 | | | | | |
| 14 | | | **NET ADD** | **$** | **121,124.03** |
| 15 | Subcontractor's OH&P: | 10.00% …….. | of Total Labor | $ | 12,112.40 |
| 16 | | | | | |
| 17 | | | **Subtotal - Line 15 thru 19:** | **$** | **133,236.43** |
| 18 | | | | | |
| 19 | | | **Subcontracor Cost - None** | **$** | **-** |
| 20 | | | | | |
| 21 | Subcontractor's Mark-ups on Subcontractors: | 15.00% | of Total Sub: | $ | - |
| 22 | | | | | |
| 23 | | | **Subtotal - Line 20 thru 23:** | **$** | **133,236.43** |
| 24 | | | | | |
| 25 | Misc Expenses: Travel, Lodging, Food, Rental, etc…… | | | $ | - |
| 26 | General Contractor's Bond& Ins.: | 0.00% ……. | ……of Line 27: | $ | - |
| 27 | | | | | |
| 28 | | | **TOTAL PROBABLE CONSTRUCTION COST - D-LINE** | **$** | **133,236.43** |

## FREMONT HIGH SCHOOL -BUILDING A MODERNIZATION & NEW PARKING LOT

Date: 3/16/2026

| No. | PCO#010 Rev1 | No. of Units | Per | M.H. Per Unit | LABOR COST M. H. Total | LABOR COST Cost Per M. H. | LABOR COST Total Cost | MATERIAL COST Unit Cost | MATERIAL COST Total Cost | EQUIPMENT COST Unit Cost | EQUIPMENT COST Total Cost |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Sub | 11/17/2025 | D-LINE | | | | | | | | | |
| Project Description: | | CE#023 - PH1 RFI 026 SOIL COMPACTION ISSUES AT PARKING LOT | | | | | | | | | |
| 1 | **SCOPE OF WORK:** | | | | | | | | | | |
| 2 | Soil Compaction Issues | | | | | | | | | | |
| 3 | | | | | | | | | | | |
| 4 | **MATERIALS:** | | | | | | | | | | |
| 5 | AB Baserock Per Argent Invoice# 013641 | 507.64 | Tons | 0.000 | 0.00 | | | $ 7.44 | $ 3,778.05 | | |
| 6 | Class II ADC(2) SS Trucking Invoice 250905.05 | 650.78 | Tons | 0.000 | 0.00 | | | $ 40.80 | $ 26,551.8 | | |
| 7 | Tensar Geogrid Interax 12.5'x262.5' White Cap Invoice 50033074365 | 4 | Rolss | 0.000 | 0.00 | | | $ 1,915.00 | $ 7,660.00 | | |
| 8 | AB Baserock Per Argent Invoice# A130713 | 173.90 | Tons | 0.000 | 0.00 | | | $ 7.39 | $ 1,285.35 | | |
| 9 | Tensar Geogrid Interax 12.5'x262.5' White Cap Invoice 5033121791 | 4 | Rolss | 0.000 | 0.00 | | | $ 1,915.00 | $ 7,660.00 | | |
| 10 | AB Crushed Rock Class II AB 3/4" Per Argent Invoice# A130782 | 43.23 | Tons | 0.000 | 0.00 | | | $ 27.15 | $ 1,173.86 | | |
| 11 | AB Baserock Per Argent Invoice# ????? | 178.16 | Tons | 0.000 | 0.00 | | | $ 13.57 | $ 2,417.64 | | |
| 12 | Recycle Crushed Rock Per Argent Invoice# A130859 | 12.90 | Tons | 0.000 | 0.00 | | | $ 27.62 | $ 356.33 | | |
| 13 | Galvian Rock,/ Drain Rock, 3" per Vulcan Invoice#4472912 | 78.58 | Tons | 0.000 | 0.00 | | | $ 48.10 | $ 3,779.82 | | |
| 14 | AB Baserock Per Argent Invoice# XXXX | 29.18 | Tons | 0.000 | 0.00 | | | $ 13.57 | $ 396.00 | | |
| 15 | Filter Fabric per White Cap Invoice#50033226480 | 1 | Roll | 0.000 | 0.00 | | | $ 396.00 | $ 396.00 | | |
| 16 | Tensar Geogrid Interax 12.5'x262.5' White Cap Invoice50033226480 | 1 | Rolss | 0.000 | 0.00 | | | $ 1,915.00 | $ 1,915.00 | | |
| 17 | | | | | | | | | | | |
| 18 | **LABOR:** | | | | | | | | | | |
| 19 | **Tag #** | OP/FM | OP /JM | Lab/FM | Lab/JM | Total | | | | | |
| 20 | EX04121 | 2.00 | | | | 2.00 | | | | | |
| 21 | EX04120 | 0.50 | | | | 0.50 | | | | | |
| 22 | EX04084 | 4.00 | 4 | | 8.00 | 16.00 | | | | | |
| 23 | EX04086 | 8.50 | 16 | | 41.50 | 66.00 | | | | | |
| 24 | EX04090 | 9.00 | 16.00 | | 40.00 | 65.00 | | | | | |
| 25 | EX04096 | 8.50 | 16.00 | | 33.00 | 57.50 | | | | | |
| 26 | EX04100 | 8.00 | 24.00 | | 16.00 | 48.00 | | | | | |

## FREMONT HIGH SCHOOL -BUILDING A MODERNIZATION & NEW PARKING LOT

Date: 3/16/2026

| No. | PCO#010 Rev1 | No. of Units | Per | M.H. Per Unit | LABOR COST M. H. Total | LABOR COST Cost Per M. H. | LABOR COST Total Cost | MATERIAL COST Unit Cost | MATERIAL COST Total Cost | EQUIPMENT COST Unit Cost | EQUIPMENT COST Total Cost |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Sub | 11/17/2025 | D-LINE | | | | | | | | | |
| Project Description: | | CE#023 - PH1 RFI 026 SOIL COMPACTION ISSUES AT PARKING LOT | | | | | | | | | |
| 27 | EX04103 | 8.00 | 8.00 | | 8.00 | 24.00 | | | | | |
| 28 | EX04111 | 6.00 | 12.00 | | 24.00 | 42.00 | | | | | |
| 29 | EX04118 | 8.00 | 8.00 | | 16.00 | 32.00 | | | | | |
| 30 | | 62.50 | 104 | | 186.50 | $ 353.00 | | | | | |
| 31 | | | | | | $ 353.00 | Check | | | | |
| 32 | | | | | | | | | | | |
| 33 | Operator/FM | 1.00 | EA | 62.50 | 62.50 | $ 122.41 | $ 7,650.63 | | | | |
| 34 | Operator/JM | 1.00 | EA | 104.00 | 104.00 | $ 114.58 | $11,916.32 | | | | |
| 35 | Laborer/JM | 1.00 | EA | 186.50 | 186.50 | $ 80.76 | $15,061.74 | | | | |
| 36 | | | | 353.00 | | | | | | | |
| 37 | | | | | | | | | | | |
| 38 | **EQUIPMENT** | | | | | | | | | | |
| 39 | Excavator 210-245 | 1 | EA | 60.500 | 60.50 | | | | | $ 65.67 | $ 3,973.04 |
| 40 | Pick-up Crew | 1 | EA | 58.000 | 58.00 | | | | | $ 38.00 | $ 2,204.00 |
| 41 | Compactor Smooth Drum 84" | 1 | EA | 40.000 | 40.00 | | | | | $ 67.11 | $ 2,684.40 |
| 42 | Rubber Tire Skip Loader 4WD | 1 | EA | 38.000 | 38.00 | | | | | $ 62.39 | $ 2,370.82 |
| 43 | Dozer D4 | 1 | EA | 32.000 | 32.00 | | | | | $ 66.81 | $ 2,137.92 |
| 44 | Street Sweeper | 1 | LS | 8.000 | 8.00 | $ 94.41 | $ 755.25 | | | $ 94.41 | $ 755.28 |
| 45 | Super Tag Dump Truck | 1 | EA | 120.000 | 120.00 | $ 125.00 | $15,000.00 | | | $125.00 | $ 15,000 |
| 46 | | | | | | | | | | | |
| 47 | | | | | | | | | | | |
| 40 | **SHEET TOTALS** | | | | **356.50** | | **$34,628.69** | | **$ 57,370** | | **$ 29,125** |

PCO # 010

09/25/2025

OAKLAND UNIFIED SCHOOL DISTRICT
955 HIGH STREET
OAKLAND, California, 94601

**Re:** PCO #010 Revision 3 - CE #023 - PH1 RFI 026 Soil Compaction Issues at Parking Lot
**Job:** 0583-01 **/** OUSD FREMONT - BLDG A MODERNIZATION & NEW PARKING LOT

Enclosed please find **Potential Change Order #010** in the amount of $153,249.53 for:

CE #023 - PH1 RFI 026 Soil Compaction Issues at Parking Lot

This PCO includes costs to over-excavate, off haul soil, add AB, gravel, and geogrid fabric as directed by Atlas at the parking lot at the areas that failed compaction. Reference RFI 026 and additional email direction from Atlas at areas that did not pass after the initial fix.
Costs were tracked on T&M as agreed.

Rev 1 - updated sub markup
Rev 2 - updated rates
Rev 3 - markup

| PCO Item | Description | | Cost |
|---|---|---|---|
| 1 | D-line/Focon COR 008.3 - T&M tags dated 8/25/25 thru 9/8/25 - Repair Subgrade at Parking Lot for Compaction | | $141,570.00 |
| | | Subtotal | $141,570.00 |
| | | Insurance (1.35%): | $1,911.20 |
| | | Builders Risk (1.40%): | $1,981.98 |
| | | SDI (0.50%): | $707.85 |
| | | Bond (0.62%): | $877.73 |
| | | Oakland GRT (0.38%): | $537.97 |
| | | Fee (4.00%): | $5,662.80 |
| | | Total: | $153,249.53 |

This pricing is valid for 30 days. This PCO includes a schedule extension of 0 days. We reserve the right to a contract time extension should the work contained in this PCO impact the overall project schedule.

Please sign below to approve and return to our office. Upon your signature, we will execute the appropriate subcontract adjustments and include this in a forthcoming Prime Contract Change Order to cover this added scope. If at any time contingency funds are used to pay for additional work, Cahill reserves the right to request a change order at a later date if it becomes apparent that contingency funds are needed elsewhere. Please call if you have any questions.

**Very truly yours,**
Cahill Contractors LLC

**Accepted by:**
OAKLAND UNIFIED SCHOOL DISTRICT

PCO # 010



Megan McDevitt 02/09/2026

Date

# CHANGE ORDER REQUEST

# 8.3

**Title:** Phase I Subgrade Failed Areas
**Project Name:** Fremont High School Modernization
**Project Address:** 4610 Foothill Boulevard
Oakland, CA 94601
**COR Date:** 02/09/2026
**T&M Tag Numbers:** EX04084, EX04086, EX04090, EX04096, EX04100, EX04103, EX04111, EX04118
**D-Line Constructors, Inc Job Number:** 2504
**Customer Job Number:**
**Customer Reference Number:** RFI 025

**Our Information**

**D-Line Constructors, Inc**
2744 East 11th Street
Oakland, CA 94601
**Phone:** (510)-251-6400

**Customer Information**

**Cahill / Focon Joint Venture**
425 California Street, Suite 2200
San Francisco, CA 94104

**Description of Change Order Request**

**T&M Tag EX04084:**
Over excavated 1' foot from subgrade due to subgrade being to wet and causing the areas to pump this was executed per geo tech recommendations using excavator to over excavate and stockpile in preparation to off haul the spoils generated
Monday 08/25/2025

**T&M Tag EX04086:**
Continued to over excavate 12" beneath subgrade per geo tech recommendation spoils generated were stockpiled and off hauled
32 loads of spoils were generated and off hauled using super-tags
We balanced excavation with dozer, and skip loader
Crew placed Tensar Fabric on the whole excavation in preparation for ab placement
Lifts of 6" were done with ab per geo tech direction
5 super-tags imported 28 loads of AB = 507 tons
TUESDAY 08/26/2025

**T&M Tag EX04090:**We over excavated 6" deeper than what we've excavate due to pumping terrain, placed 2 layers of tensar fabric after 1' of AB, compacted on 6" lips.
Used 5 trucks to off haul class II, 12 loads off hauled
Wednesday 08/27/2025

**T&M Tag EX04096:**Finish over excavating 18" on pumping areas, leveled material and placed tensar fabric, compaction failed on east side of job so we placed 2 layers of 3/5" crushed recycle rock, This material got placed on two lips of 6" inches.
Continue rising AB to finish subgrade section and compacting.
Off hauled 1 load of class II to Altamont
Off hauled 1 load of garbage to Zanker (old ripped Georgie that we had to remove after decision was taken of digging 6" of over excavation).
Thursday/28/2025

**T&M Tag EX04100:**Backfill over excavation of 18" with 3/5" Entrance Recycle Crushed Rock
Placed Geogrid as recommendation required it, on 6" layers
Compacted and double checked grade section with GPS system
Friday/29/2025

**T&M Tag EX04103:**Removed all rock, georgic and fabric that we have placed for the over excavation recommendations since it continue pumping and failing compaction



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We also potholed another 2’ deep on the whole excavation to watch the quality of the terrain under what we’ve excavated.
Tuesday 09/02/2025

**T&M Tag EX04111:**Backfill over excavation of 3.5 feet below subgrade section.
We placed filter fabric above excavation and then Geogrid on top of fabric.
After we placed 6” minimum of 2-6 Gabion rock placed a second layer of Geogrid and 6” more inches of 2-6 rock.
Next step is to place filter fabric and finish backfilling with AB what is remaining to raise material to finish subgrade.
Dirt that was removed out of excavation was off hauled to Altamont totally of 5 loads.
Finally off hauled 3 loads of the 3-5 crushed rock that we removed from over excavation. This three loads were sent to Pleasanton.

**T&M Tag EX04118:**
Today we inspect area that was pumping with geo tech Jesus from atlas and equipment once driven on Gabion Rock looked stable then we proceed to burrito wrap with filter fabric and began the process of placing base rock in 6” lifts we compacted using drum roller and kept on doing lifts to we reached grade

**Labor**

| Description | Qty (HR) | Unit (HR) | Rate (HR) | Total Cost |
|---|---|---|---|---|
| Tag EX04121- Operator- Foreman | 2.00 | ST | $122.41 | $244.82 |
| Tag EX04120- Operator- Foreman | 0.50 | ST | $122.41 | $61.21 |
| Tag EX04084 - Laborer | 8.00 | ST | $80.76 | $646.08 |
| Tag EX04084 - Operator | 4.00 | ST | $114.58 | $458.32 |
| Tag EX04084 - Operator - Foreman | 4.00 | ST | $122.41 | $489.64 |
| Tag EX04086 - Laborer | 25.50 | ST | $80.76 | $2,059.38 |
| Tag EX04086 - Operator | 16.00 | ST | $114.58 | $1,833.28 |
| Tag EX04086 - Operator - Foreman | 8.50 | ST | $122.41 | $1,040.48 |
| Tag EX04086 - Laborer | 16.00 | ST | $80.76 | $1,292.16 |
| Tag EX04090 - Laborer | 40.00 | ST | $80.76 | $3,230.40 |
| Tag EX04090 - Operator | 16.00 | ST | $114.58 | $1,833.28 |
| Tag EX04090 - Operator - Foreman | 9.00 | ST | $122.41 | $1,101.69 |
| Tag EX04096 - Laborer | 24.00 | ST | $80.76 | $1,938.24 |
| Tag EX04096 - Operator | 16.00 | ST | $114.58 | $1,833.28 |
| Tag EX04096 - Operator - Foreman | 8.50 | ST | $122.41 | $1,040.48 |
| Tag EX04096 - Laborer | 9.00 | ST | $80.76 | $726.84 |
| Tag EX04100 - Laborer | 16.00 | ST | $80.76 | $1,292.16 |
| Tag EX04100 - Operator | 24.00 | ST | $114.58 | $2,749.92 |
| Tag EX04100 - Operator - Foreman | 8.00 | ST | $122.41 | $979.28 |
| Tag EX04103 - Laborer | 8.00 | ST | $80.76 | $646.08 |
| Tag EX04103 - Operator | 8.00 | ST | $114.58 | $916.64 |
| Tag EX04103 - Operator - Foreman | 8.00 | ST | $122.41 | $979.28 |
| Tag EX04111 - Laborer | 24.00 | ST | $80.76 | $1,938.24 |
| Tag EX04111 - Operator | 12.00 | ST | $114.58 | $1,374.96 |
| Tag EX04111 - Operator - Foreman | 6.00 | ST | $122.41 | $734.46 |
| Tag EX04118 - Laborer | 16.00 | ST | $80.76 | $1,292.16 |
| Tag EX04118 - Operator | 8.00 | ST | $114.58 | $916.64 |
| Tag EX04118 - Operator - Foreman | 8.00 | ST | $122.41 | $979.28 |
| **Hours Subtotals: ST:** 353.00 | | | **Total Labor:** | **$34,628.68** |



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**Material**

| Description | Qty of Material | Unit of Measure | Rate | Total Cost |
|---|---|---|---|---|
| Tag EX04086 - AB BASEROCK | 507.80 | TN | $7.44 | $3,778.03 |
| Tag EX04086 - CLASS II HAULED OFF | 687.55 | TN | $39.89 | $27,426.37 |
| Tag EX04086 - TENSAR NX650 FABRIC | 4.00 | ROLLS | $1,915.00 | $7,660.00 |
| Tag EX04090 - AB BASE ROCK | 173.93 | TN | $7.39 | $1,285.34 |
| Tag EX04090 - TENSAR NX650 FABRIC | 4.00 | ROLLS | $1,915.00 | $7,660.00 |
| Tag EX04096 - 3/5” CRUSHED RECYCLE ROCK | 43.24 | TN | $27.14 | $1,173.53 |
| Tag EX04096 - AB BASEROCK | 327.15 | TN | $7.39 | $2,417.64 |
| Tag EX04100 - 3-5” RECYCLE CRUSHED ROCK | 12.90 | TN | $27.62 | $356.30 |
| Tag EX04111 - 3x6 GAVIAN ROCK | 83.94 | TN | $45.03 | $3,779.82 |
| Tag EX04111 - AB CLASS II | 130.45 | TN | $7.42 | $967.94 |
| Tag EX04111 - FILTER FABRIC | 1.00 | ROLL | $396.00 | $396.00 |
| Tag EX04111 - GEOGRID | 1.00 | ROLL | $1,915.00 | $1,915.00 |
| | | | **Total Material:** | **$58,815.97** |



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**Equipment**

| Description | Qty of Equipment | Unit of Measure | Rate | Total Cost |
|---|---|---|---|---|
| Tag EX04121- Excavator 210-245 | 0.50 | HR | $65.69 | $32.85 |
| Tag EX04121- Excavator 210-245 | 2.00 | HR | $65.69 | $131.38 |
| Tag EX04084 - EXCAVATOR 210-245 | 4.00 | HR | $65.69 | $262.76 |
| Tag EX04084 - PICKUP/CREW TRUCK | 4.00 | HR | $38.00 | $152.00 |
| Tag EX04086 - COMPACTION 84” SMOOTH DRUM | 8.00 | HR | $67.11 | $536.88 |
| Tag EX04086 - RUBBER TIRE SKIP LOADER 4WD | 8.00 | HR | $62.39 | $499.12 |
| Tag EX04086 - DOZER D4 | 8.00 | HR | $66.81 | $534.48 |
| Tag EX04086 - PICKUP/CREW TRUCK | 8.00 | HR | $38.00 | $304.00 |
| Tag EX04086 - EXCAVATOR 210-245 | 8.00 | HR | $65.69 | $525.52 |
| Tag EX04090 - DOZER D4 | 8.00 | HR | $66.81 | $534.48 |
| Tag EX04090 - COMPACTION 84” SMOOTH DRUM | 8.00 | HR | $67.11 | $536.88 |
| Tag EX04090 - PICKUP/CREW TRUCK | 8.00 | HR | $38.00 | $304.00 |
| Tag EX04090 - RUBBER TIRE SKIP LOADER 4WD | 8.00 | HR | $62.39 | $499.12 |
| Tag EX04090 - EXCAVATOR 210-245 | 8.00 | HR | $65.69 | $525.52 |
| Tag EX04090 - STREET SWEEPER | 1.00 | LS | $755.25 | $755.25 |
| Tag EX04090 - SUPER TAG DUMP TRUCK | 40.00 | HR | $125.00 | $5,000.00 |
| Tag EX04096 - DOZER D4 | 8.00 | HR | $66.81 | $534.48 |
| Tag EX04096 - PICKUP/CREW TRUCK | 8.00 | HR | $38.00 | $304.00 |
| Tag EX04096 - EXCAVATOR 210-245 | 8.00 | HR | $65.69 | $525.52 |
| Tag EX04096 - COMPACTION 84” SMOOTH DRUM | 8.00 | HR | $67.11 | $536.88 |
| Tag EX04096 - RUBBER TIRE SKIP LOADER 4WD | 8.00 | HR | $62.39 | $499.12 |
| Tag EX04096 - SUPER TAG DUMP TRUCK | 24.00 | HR | $125.00 | $3,000.00 |
| Tag EX04100 - PICKUP/CREW TRUCK | 8.00 | HR | $38.00 | $304.00 |
| Tag EX04100 - DOZER D4 | 8.00 | HR | $66.81 | $534.48 |
| Tag EX04100 - RUBBER TIRE SKIP LOADER 4WD | 8.00 | HR | $62.39 | $499.12 |
| Tag EX04100 - COMPACTION 84” SMOOTH DRUM | 8.00 | HR | $67.11 | $536.88 |
| Tag EX04100 - EXCAVATOR 210-245 | 8.00 | HR | $65.69 | $525.52 |
| Tag EX04100 - SUPER TAG DUMP TRUCK | 6.00 | HR | $125.00 | $750.00 |
| Tag EX04103 - EXCAVATOR 210-245 | 8.00 | HR | $65.69 | $525.52 |
| Tag EX04103 - PICKUP/CREW | 8.00 | HR | $38.00 | $304.00 |



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| | | | | | |
|---|---|---|---|---|---|
| TRUCK | | | | | |
| Tag EX04111 - PICKUP/CREW TRUCK | 6.00 | HR | | $38.00 | $228.00 |
| Tag EX04111 - EXCAVATOR 210-245 | 6.00 | HR | | $65.69 | $394.14 |
| Tag EX04111 - RUBBER TIRE SKIP LOADER 4WD | 6.00 | HR | | $62.39 | $374.34 |
| Tag EX04111 - SUPER TAG DUMP TRUCK | 50.00 | HR | | $125.00 | $6,250.00 |
| Tag EX04118 - PICKUP/CREW TRUCK | 8.00 | HR | | $38.00 | $304.00 |
| Tag EX04118 - EXCAVATOR 210-245 | 8.00 | HR | | $65.69 | $525.52 |
| Tag EX04118 - COMPACTION 84” SMOOTH DRUM | 8.00 | HR | | $67.11 | $536.88 |
| | | | | **Total Equipment:** | **$29,126.64** |

| | | |
|---|---|---|
| **Subtotal** | | **$122,571.29** |
| Mark Up Rate (Subtotal) | 10.000% | $12,257.13 |
| **Requested Total** | | **$134,828.42** |

with FOCON 5% = $141,570

**Terms & Conditions**



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# TIME AND MATERIAL TAG

# EX04084

**Title:** 12” OVER EXCAVATION ON PUMPING AREAS
**Project Name:** Fremont High School Modernization
**Project Address:** 4610 Foothill Boulevard
Oakland, CA 94601
**Date(s) of Work Performed:** 08/25/2025
**D-Line Constructors, Inc Job Number:** 2504
**Cost Code:**
**Customer Job Number:**
**Customer Reference Number:** RFI 025

**Our Information**

**D-Line Constructors, Inc**
2744 East 11th Street
Oakland, CA 94601
**Phone:**(510)-251-6400

**Customer Information**

**Cahill / Focon Joint Venture**
425 California Street, Suite 2200
San Francisco, CA 94104

**Description of the Work**

Over excavated 1’ foot from subgrade due to subgrade being to wet and causing the areas to pump this was executed per geo tech recommendations using excavator to over excavate and stockpile in preparation to off haul the spoils generated
Monday 08/25/2025

**Labor**

| Worker Name / Description | Quantity of Worker | ST | OT | DT | POT | PDT | Total |
|---|---|---|---|---|---|---|---|
| Laborer | 2 | 4 | | | | | 8 |
| Operator | 1 | 4 | | | | | 4 |
| Operator - Foreman | 1 | 4 | | | | | 4 |
| **Total Labor:** | **4** | **16** | **0** | **0** | **0** | **0** | **16** |

**Equipment**

| Equipment Name | Pieces of Equipment | Unit of Measure | Quantity of Unit | Total |
|---|---|---|---|---|
| EXCAVATOR 210-245 | 1 | HR | 4 | 4 |
| PICKUP/CREW TRUCK | 1 | HR | 4 | 4 |

**Customer Notes From Ken DeCarlo**

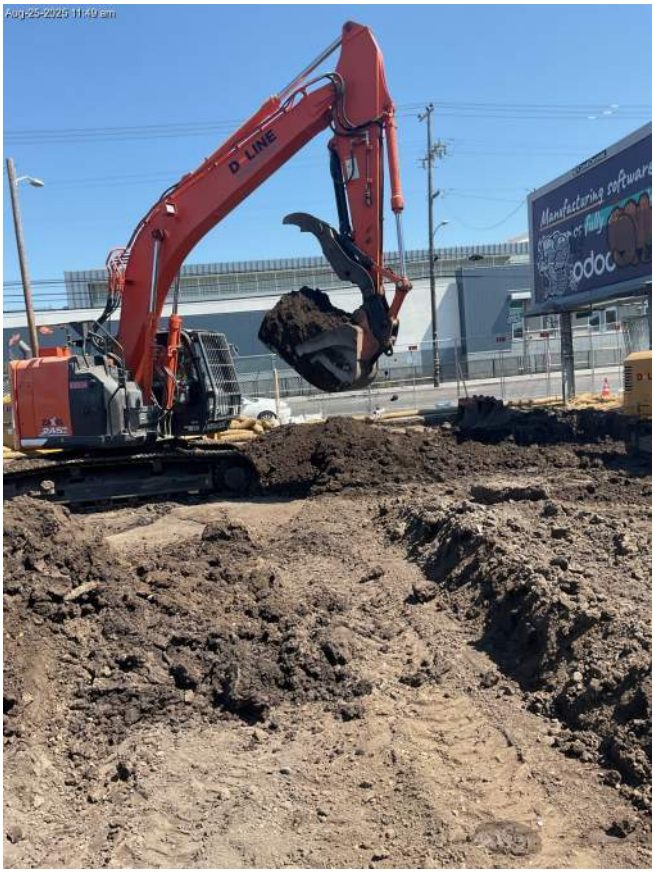
Monday only

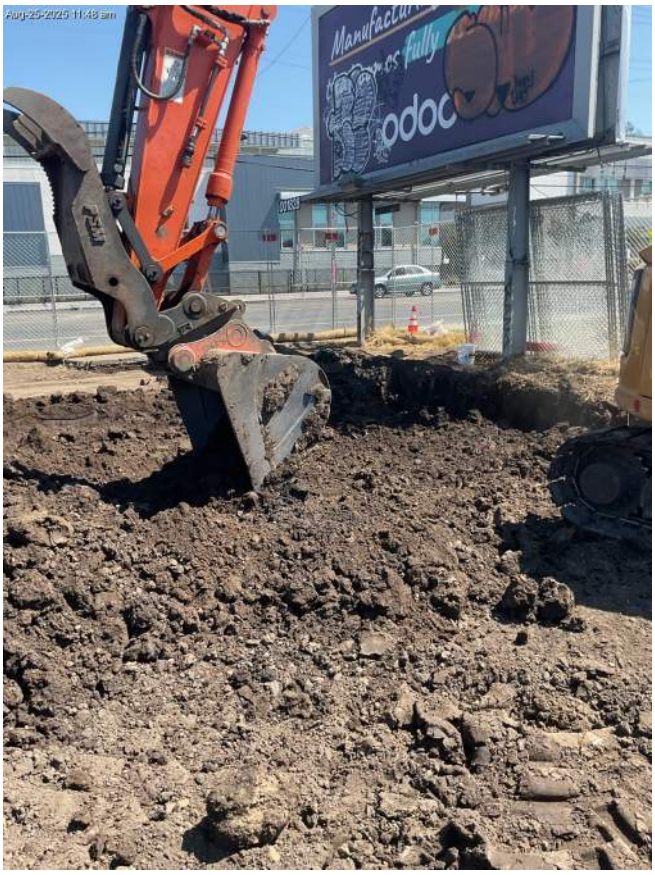
**Terms & Conditions**

Digitally Signed by:
Date Signed:
Aug 25, 2025 2:44 PM PDT
**Name:** Adrian Padilla
**Company:** D-Line Constructors, Inc

Digitally Signed by:
Date Signed:
Aug 27, 2025 10:09 AM PDT
**Name:** Ken DeCarlo
**Company:** OUSD KDI

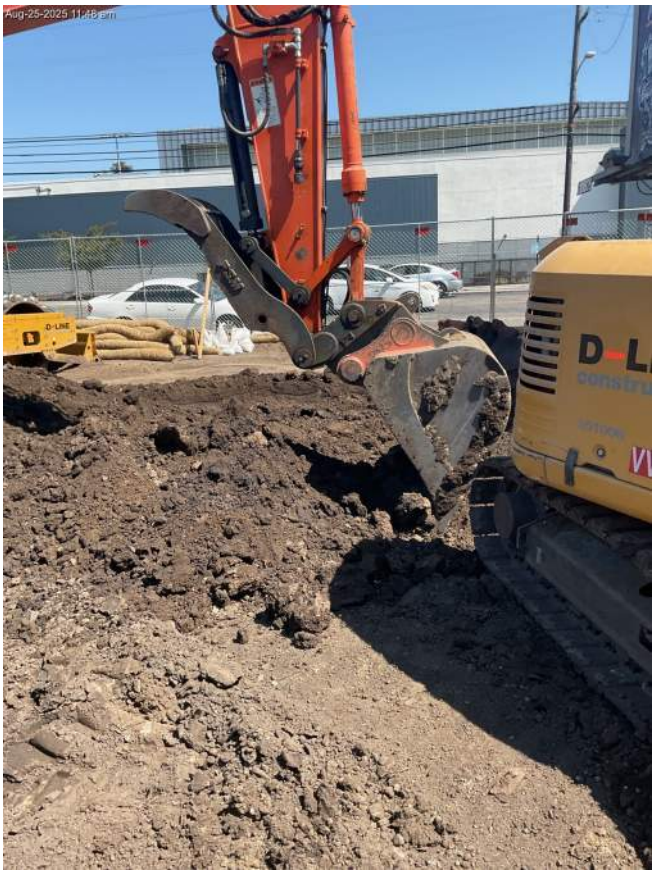

Aug-25-2025 12:07 pm
Manufacturing software
odoo


Aug-25-2025 11:49 am
D_LINE
Manufacturing software
odoo


Aug-25-2025 11:48 am


Aug-25-2025 01:40 pm


Aug-25-2025 09:14 am


Aug-25-2025 11:48 am



# TIME AND MATERIAL TAG

# EX04086

**Title:** 12” OVER EXCAVATION, AB AGGREGATION, COMPACTION
**Project Name:** Fremont High School Modernization
**Project Address:** 4610 Foothill Boulevard
Oakland, CA 94601
**Date(s) of Work Performed:** 08/26/2025
**D-Line Constructors, Inc Job Number:** 2504
**Cost Code:**
**Customer Job Number:**
**Customer Reference Number:** RFI 025

**Our Information**

**D-Line Constructors, Inc**
2744 East 11th Street
Oakland, CA 94601
**Phone:**(510)-251-6400

**Customer Information**

**Cahill / Focon Joint Venture**
425 California Street, Suite 2200
San Francisco, CA 94104

**Description of the Work**

Continued to over excavate 12” beneath subgrade per geo tech recommendation spoils generated were stockpiled and off hauled
32 loads of spoils were generated and off hauled using supertags
We balanced excavation with dozer, and skip loader
Crew placed Tensar Fabric on the whole excavation in preparation for ab placement
Lifts of 6" were done with ab per geo tech direction
5 supertags imported 28 loads of AB = 507 tons
TUESDAY 08/26/2025

**Labor**

| Worker Name / Description | Quantity of Worker | ST | OT | DT | POT | PDT | Total |
|---|---|---|---|---|---|---|---|
| Laborer | 3 | 8.5 | | | | | 25.5 |
| Operator | 2 | 8 | | | | | 16 |
| Operator - Foreman | 1 | 8.5 | | | | | 8.5 |
| Laborer | 2 | 8 | | | | | 16 |
| **Total Labor:** | **8** | **66** | **0** | **0** | **0** | **0** | **66** |

**Material**

| Material Name | Unit of Measure | Quantity of Unit | Total |
|---|---|---|---|
| AB BASEROCK | TN | 507 | 507 |
| CLASS II HAULED OFF | LD | 32 | 32 |
| TENSAR NX650 FABRIC | ROLLS | 4 | 4 |

**Equipment**

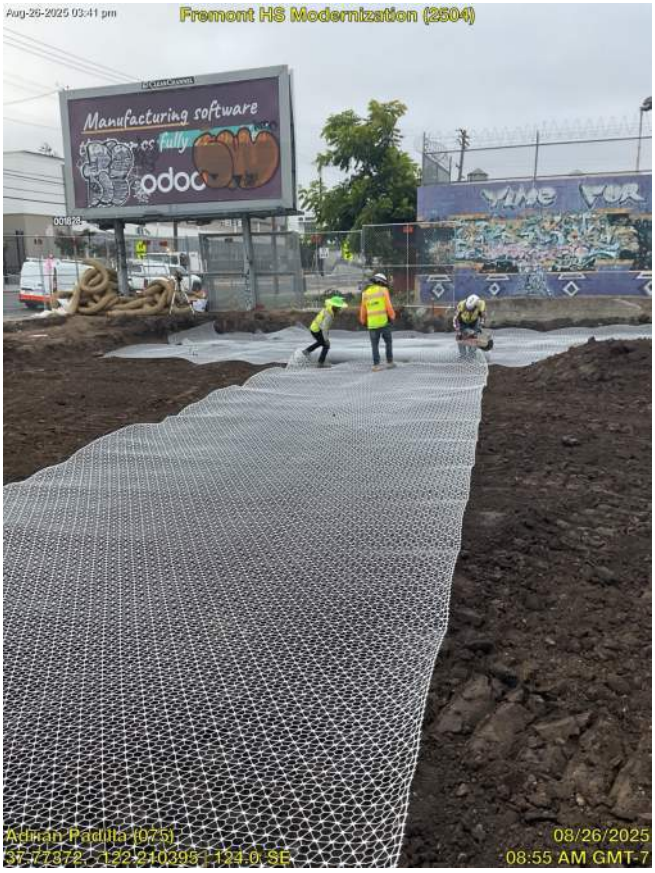
| Equipment Name | Pieces of Equipment | Unit of Measure | Quantity of Unit | Total |
|---|---|---|---|---|
| COMPACTION 84” SMOOTH DRUM | 1 | HR | 8 | 8 |
| RUBBER TIRE SKIP LOADER 4WD | 1 | HR | 8 | 8 |
| DOZER D4 | 1 | HR | 8 | 8 |
| PICKUP/CREW TRUCK | 1 | HR | 8 | 8 |
| EXCAVATOR 210-245 | 1 | HR | 8 | 8 |
| STREET SWEEPER | 1 | HR | 8 | 8 |

**Customer Notes From Ken DeCarlo**

Tuesday only

**Terms & Conditions**

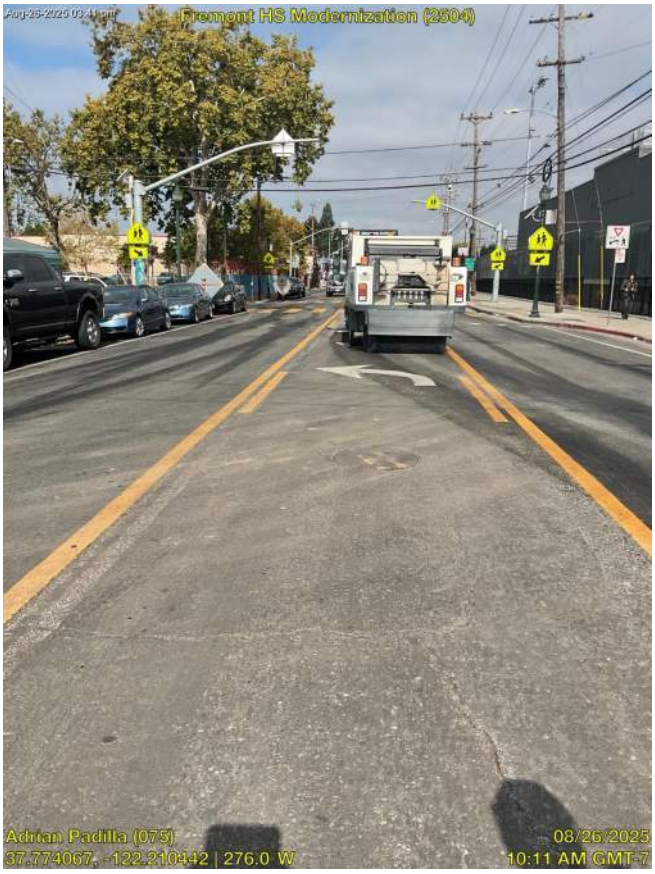
| Digitally Signed by: | Date Signed: | Digitally Signed by: | Date Signed: |
|---|---|---|---|
|  | Aug 26, 2025 3:40 PM PDT |  | Aug 27, 2025 10:12 AM PDT |
| **Name:** Adrian Padilla<br>**Company:** D-Line Constructors, Inc | | **Name:** Ken DeCarlo<br>**Company:** OUSD KDI | |


Aug-26-2025 03:41 pm
Fremont HS Modernization (2504)
Manufacturing software
Adrian Padilla (075)
37.77372, -122.210395 ; 124.0 SE
08/26/2025
08:55 AM GMT-7

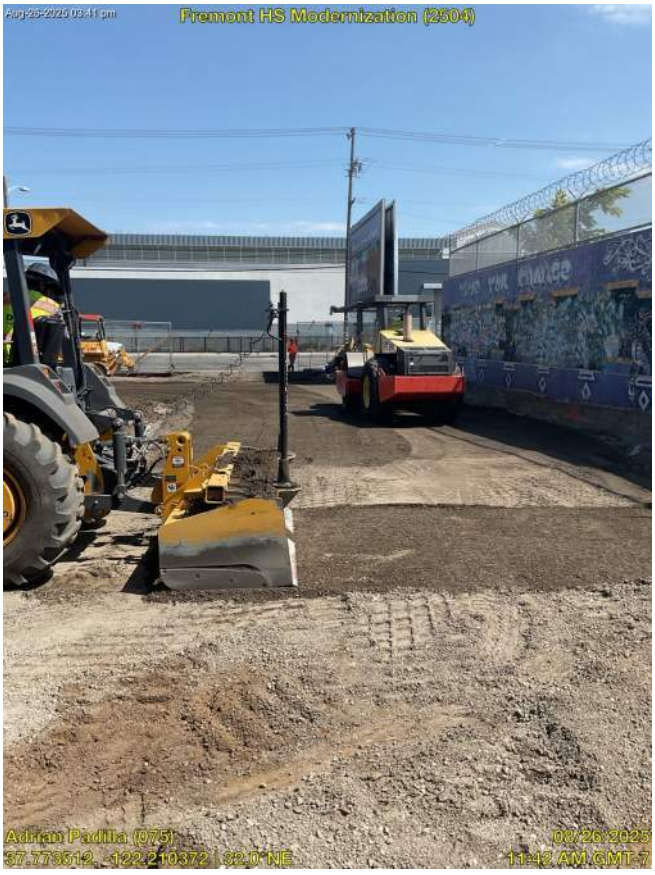

Aug-26-2025 03:41 pm
Fremont HS Modernization (2504)
CA-646370
Adrian Padilla (075)
37.773605, -122.21048 ; 101.0 E
08/26/2025
08:04 AM GMT-7


Aug-29-2025 03:41 pm
Fremont HS Modernization (2504)
Adrian Padilla (675)
37.773375, -122.210221, 269.0 SW
08/26/2025
09:03 AM GMT-7

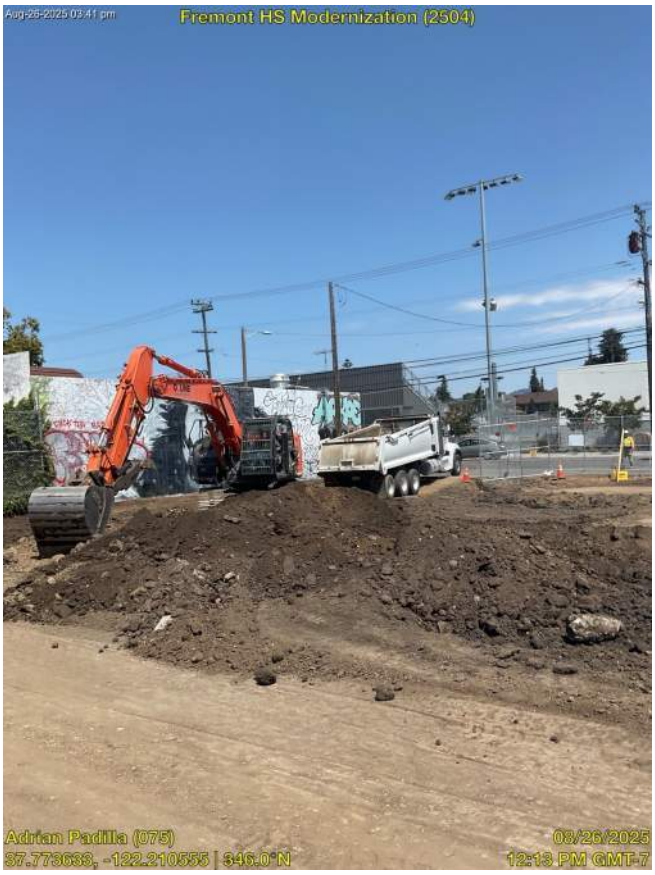

Aug-29-2025 03:41 pm
Fremont HS Modernization (2504)
D LINE
Adrian Padilla (675)
37.773842, -122.210337, 248.0 W
08/26/2025
09:51 AM GMT-7


Aug-26-2025 03:41 pm
Fremont HS Modernization (2504)
Adrian Padilla (075)
37.774067, -122.210442 | 276.0 W
08/26/2025
10:11 AM GMT-7


Aug-26-2025 03:41 pm
Fremont HS Modernization (2504)
Adrian Padilla (075)
37.774025, -122.210345 | 6.0 N
08/26/2025
11:32 AM GMT-7


Aug-26-2025 03:41 pm
Fremont HS Modernization (2504)
Adrian Padilla (075)
37.773512, -122.210372 | 32.0 NE
08/26/2025
11:42 AM GMT-7


Aug-26-2025 03:41 pm
Fremont HS Modernization (2504)
Adrian Padilla (075)
37.773667, -122.2107 332.0 NW
08/26/2025
01:13 PM GMT-7


Aug-26-2025 03:41 pm
Fremont HS Modernization (2504)
Adrian Padilla (075)
37.773633, -122.210555 | 346.0°N
08/26/2025
12:13 PM GMT-7

# TIME AND MATERIAL TAG

# EX04090

**Title:** OVER EXCAVATION PLUS 6”, AGGREGATION OF AB, COMOACTION COMPACTION
**Project Name:** Fremont High School Modernization
**Project Address:** 4610 Foothill Boulevard
Oakland, CA 94601
**Date(s) of Work Performed:** 08/27/2025
**D-Line Constructors, Inc Job Number:** 2504
**Cost Code:**
**Customer Job Number:**
**Customer Reference Number:** RFI 025

**Our Information**

**D-Line Constructors, Inc**
2744 East 11th Street
Oakland, CA 94601
**Phone:**(510)-251-6400

**Customer Information**

**Cahill / Focon Joint Venture**
425 California Street, Suite 2200
San Francisco, CA 94104

**Description of the Work**

We over excavated 6” deeper than what we’ve excavate due to pumping terrain, placed 2 layers of tensar fabric after 1’ of AB, compacted on 6” lips.
Used 5 trucks to off haul class II, 12 loads off hauled
Wednesday 08/27/2025

**Labor**

| Worker Name / Description | Quantity of Worker | ST | OT | DT | POT | PDT | Total |
|---|---|---|---|---|---|---|---|
| Laborer | 5 | 8 | | | | | 40 |
| Operator | 2 | 8 | | | | | 16 |
| Operator - Foreman | 1 | 9 | | | | | 9 |
| **Total Labor:** | **8** | **65** | **0** | **0** | **0** | **0** | **65** |

**Material**

| Material Name | Unit of Measure | Quantity of Unit | Total |
|---|---|---|---|
| AB BASE ROCK | TN | 220 | 220 |
| TENSAR NX650 FABRIC | ROLLS | 4 | 4 |

**Equipment**

| Equipment Name | Pieces of Equipment | Unit of Measure | Quantity of Unit | Total |
|---|---|---|---|---|
| DOZER D4 | 1 | HR | 8 | 8 |
| COMPACTION 84” SMOOTH DRUM | 1 | HR | 8 | 8 |
| PICKUP/CREW TRUCK | 1 | HR | 8 | 8 |
| RUBBER TIRE SKIP LOADER 4WD | 1 | HR | 8 | 8 |
| EXCAVATOR 210-245 | 1 | HR | 8 | 8 |
| STREET SWEEPER | 1 | HR | 4 | 4 |
| SUPER TAG DUMP TRUCK | 5 | HR | 8 | 40 |

**Customer Notes From Ken DeCarlo**

Verify time only

**Terms & Conditions**

Digitally Signed by:



Date Signed:

Aug 27, 2025 2:55 PM PDT

**Name:** Adrian Padilla
**Company:** D-Line Constructors, Inc

Digitally Signed by:



Date Signed:

Sep 2, 2025 11:46 AM PDT

**Name:** Ken DeCarlo
**Company:** OUSD KDI


Aug-27-2025 02:33 pm
Fremont HS Modernization (2504)
Adrian Padilla (075)
08/27/2025
08:11 AM GMT-7


Aug-27-2025 02:33 pm
Fremont HS Modernization (2504)
Adrian Padilla (075)
37.773738, -122.210578 | 110.0 E
08/27/2025
08:11 AM GMT-7


Aug-27-2025 02:33 pm
Fremont HS Modernization (2504)
Adrian Padilla (075)
37.773747, -122.210595 | 8.0 N
08/27/2025
08:11 AM GMT-7


Aug-27-2025 02:33 pm
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Adrian Padilla (075)
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08/27/2025
09:01 AM GMT-7


Fremont HS Modernization (2504)
Adrian Padilla (075)
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08/27/2025
09:07 AM GMT-7

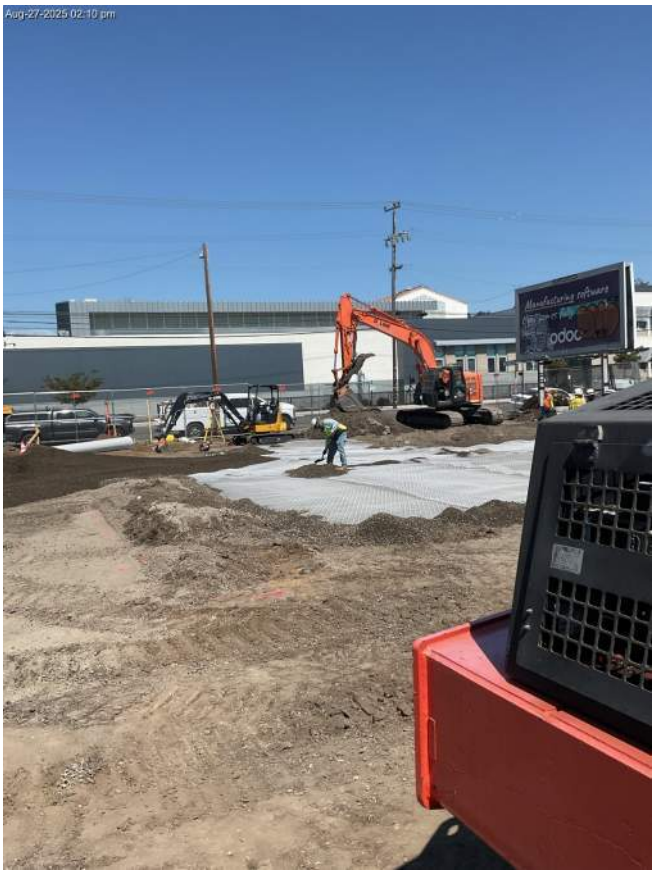

Fremont HS Modernization (2504)
Adrian Padilla (075)
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08/27/2025
11:24 AM GMT-7


Aug-27-2025 02:33 pm
Fremont HS Modernization (2504)
Adrian Padilla (075)
37.773905, -122.210533, 160.0 S
08/27/2025
12:33 PM GMT-7


Aug-27-2025 02:33 pm
Fremont HS Modernization (2504)
Adrian Padilla (075)
37.773933, -122.210463, 322.0 NW
08/27/2025
02:33 PM PDT


Aug-27-2025 02:28 pm
Fremont HS Modernization (2504)
Adrian Padilla (075)
37.773578, -122.210267, 345.0°N
08/27/2025
11:19 AM GMT-7


Aug-27-2025 02:33 pm
Fremont HS Modernization (2504)
Adrian Padilla (075)
37.773625, -122.210512, 342.0°N
08/27/2025
12:06 PM GMT-7


Aug-27-2025 02:10 pm

# TIME AND MATERIAL TAG
# EX04096

**Title:** 18” OVER EXC, BACKFILL, COMPACTION
**Project Name:** Fremont High School Modernization
**Project Address:** 4610 Foothill Boulevard
Oakland, CA 94601
**Date(s) of Work Performed:** 08/28/2025
**D-Line Constructors, Inc Job Number:** 2504
**Cost Code:**
**Customer Job Number:**
**Customer Reference Number:** RFI 026

**Our Information**

**D-Line Constructors, Inc**
2744 East 11th Street
Oakland, CA 94601
**Phone:**(510)-251-6400

**Customer Information**

**Cahill / Focon Joint Venture**
425 California Street, Suite 2200
San Francisco, CA 94104

**Description of the Work**

Finish over excavating 18” on pumping areas, leveled material and placed tensar fabric, compaction failed on east side of job so we placed 2 layers of 3/5” crushed recycle rock, This material got placed on two lips of 6” inches.
Continue rising AB to finish subgrade section and compacting.
Off hauled 1 load of class ll to Altamont
Off hauled 1 load of garbage to Zanker (old ripped Georgie that we had to remove after decision was taken of digging 6” of over excavation).
Thursday/28/2025

**Labor**

| Worker Name / Description | Quantity of Worker | ST | OT | DT | POT | PDT | Total |
|---|---|---|---|---|---|---|---|
| Laborer | 3 | 8 | | | | | 24 |
| Operator | 2 | 8 | | | | | 16 |
| Operator - Foreman | 1 | 8.5 | | | | | 8.5 |
| Laborer | 1 | 9 | | | | | 9 |
| **Total Labor:** | **7** | **57.5** | **0** | **0** | **0** | **0** | **57.5** |

**Material**

| Material Name | Unit of Measure | Quantity of Unit | Total |
|---|---|---|---|
| 3/5” CRUSHED RECYCLE ROCK | TN | 44 | 44 |
| AB BASEROCK | TN | 324 | 324 |

**Equipment**

| Equipment Name | Pieces of Equipment | Unit of Measure | Quantity of Unit | Total |
|---|---|---|---|---|
| DOZER D4 | 1 | HR | 8 | 8 |
| PICKUP/CREW TRUCK | 1 | HR | 8 | 8 |
| EXCAVATOR 210-245 | 1 | HR | 8 | 8 |
| COMPACTION 84” SMOOTH DRUM | 1 | HR | 8 | 8 |
| RUBBER TIRE SKIP LOADER 4WD | 1 | HR | 8 | 8 |
| SUPER TAG DUMP TRUCK | 3 | HR | 8 | 24 |

**Customer Notes From Ken DeCarlo**

Verify time only

**Terms & Conditions**

Digitally Signed by:



Date Signed:

Aug 28, 2025 2:54 PM PDT

**Name:** Adrian Padilla
**Company:** D-Line Constructors, Inc

Digitally Signed by:



Date Signed:

Sep 2, 2025 11:50 AM PDT

**Name:** Ken DeCarlo
**Company:** OUSD KDI

# TIME AND MATERIAL TAG

# EX04100

**Title:** BACKFILL 18” OVER EXC DUE TO PUMPING FLOOR
**Project Name:** Fremont High School Modernization
**Project Address:** 4610 Foothill Boulevard
Oakland, CA 94601
**Date(s) of Work Performed:** 08/29/2025
**D-Line Constructors, Inc Job Number:** 2504
**Cost Code:**
**Customer Job Number:**
**Customer Reference Number:**

**Our Information**

**D-Line Constructors, Inc**
2744 East 11th Street
Oakland, CA 94601
**Phone:**(510)-251-6400

**Customer Information**

**Cahill / Focon Joint Venture**
425 California Street, Suite 2200
San Francisco, CA 94104

**Description of the Work**

Backfill over excavation of 18” with 3/5” Entrance Recycle Crushed Rock
Placed Geogrid as recommendation required it, on 6” layers
Compacted and double checked grade section with GPS system
Friday/29/2025

**Labor**

| Worker Name / Description | Quantity of Worker | ST | OT | DT | POT | PDT | Total |
|---|---|---|---|---|---|---|---|
| Laborer | 2 | 8 | | | | | 16 |
| Operator | 3 | 8 | | | | | 24 |
| Operator - Foreman | 1 | 8 | | | | | 8 |
| **Total Labor:** | **6** | **48** | **0** | **0** | **0** | **0** | **48** |

**Material**

| Material Name | Unit of Measure | Quantity of Unit | Total |
|---|---|---|---|
| 3-5” RECYCLE CRUSHED ROCK | TN | 13 | 13 |

**Equipment**

| Equipment Name | Pieces of Equipment | Unit of Measure | Quantity of Unit | Total |
|---|---|---|---|---|
| PICKUP/CREW TRUCK | 1 | HR | 8 | 8 |
| DOZER D4 | 1 | HR | 8 | 8 |
| RUBBER TIRE SKIP LOADER 4WD | 1 | HR | 8 | 8 |
| COMPACTION 84” SMOOTH DRUM | 1 | HR | 8 | 8 |
| EXCAVATOR 210-245 | 1 | HR | 8 | 8 |
| SUPER TAG DUMP TRUCK | 1 | HR | 6 | 6 |

**Customer Notes From Ken DeCarlo**

Verify time only

**Terms & Conditions**

Digitally Signed by:

Date Signed:

Aug 29, 2025 12:35 PM PDT

**Name:** Adrian Padilla
**Company:** D-Line Constructors, Inc

Digitally Signed by:

Date Signed:

Sep 2, 2025 11:52 AM PDT

**Name:** Ken DeCarlo
**Company:** OUSD KDI


Fremont HS Modernization (2504)
Adrian Padilla (075)
37.773792, -122.210395 | 208.0 SW
08/29/2025
07:45 AM GMT-7


Fremont HS Modernization (2504)
Adrian Padilla (075)
37.773628, -122.210267 | 331.0 NW
08/29/2025
07:37 AM GMT-7


Aug-29-2025 07:32 am
Fremont HS Modernization (2504)
Adrian Padilla (075)
37.773733, -122.210387, 159.0 S
08/29/2025
07:32 AM GMT-7


Aug-29-2025 07:37 am
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Adrian Padilla (075)
37.773638, -122.210245, 284.0 W
08/29/2025
07:37 AM GMT-7


Aug-29-2025 08:29 am
Fremont HS Modernization (2504)
Adrian Padilla (075)
37.773628, -122.210343, 220.0 SW
08/29/2025
08:29 AM GMT-7


Aug-29-2025 07:32 am
Fremont HS Modernization (2504)
Adrian Padilla (075)
37.773788, -122.210237, 197.0 S
08/29/2025
07:32 AM GMT-7


Aug-29-2025 08:33 am
Fremont HS Modernization (2504)
Adrian Padilla (075)
37.773513, -122.210778 | 220.0 SW
08/29/2025
08:33 AM GMT-7


Aug-29-2025 08:38 am
Fremont HS Modernization (2504)
D LINE
Adrian Padilla (075)
37.774055, -122.211097 | 185.0 S
08/29/2025
08:38 AM GMT-7


Aug-29-2025 08:30 am
Fremont HS Modernization (2504)
Adrian Padilla (075)
37.773737, -122.210237, 203.0, SW
08/29/2025
08:30 AM GMT-7

# TIME AND MATERIAL TAG

# EX04103

**Title:** REMOVING 3”-5” AND AB BASEOCK FROM OVER EXCAVATION/ POTHOLE 2 DEEPER
**Project Name:** Fremont High School Modernization
**Project Address:** 4610 Foothill Boulevard
Oakland, CA 94601
**Date(s) of Work Performed:** 09/02/2025
**D-Line Constructors, Inc Job Number:** 2504
**Cost Code:**
**Customer Job Number:**
**Customer Reference Number:**

**Our Information**

**D-Line Constructors, Inc**
2744 East 11th Street
Oakland, CA 94601
**Phone:**(510)-251-6400

**Customer Information**

**Cahill / Focon Joint Venture**
425 California Street, Suite 2200
San Francisco, CA 94104

**Description of the Work**

Removed all rock, georgic and fabric that we have placed for the over excavation recommendations since it continue pumping and failing compaction
We also potholed another 2’ deep on the whole excavation to watch the quality of the terrain under what we’ve excavated.
Tuesday 09/02/2025

**Labor**

| Worker Name / Description | Quantity of Worker | ST | OT | DT | POT | PDT | Total |
|---|---|---|---|---|---|---|---|
| Laborer | 1 | 8 | | | | | 8 |
| Operator | 1 | 8 | | | | | 8 |
| Operator - Foreman | 1 | 8 | | | | | 8 |
| **Total Labor:** | **3** | **24** | **0** | **0** | **0** | **0** | **24** |

**Equipment**

| Equipment Name | Pieces of Equipment | Unit of Measure | Quantity of Unit | Total |
|---|---|---|---|---|
| EXCAVATOR 210-245 | 1 | HR | 8 | 8 |
| PICKUP/CREW TRUCK | 1 | HR | 8 | 8 |

**Customer Notes From Ken DeCarlo**

Verify time only

**Terms & Conditions**

Digitally Signed by: Adrian Padilla
Date Signed: Sep 5, 2025 9:27 AM PDT
**Name:** Adrian Padilla
**Company:** D-Line Constructors, Inc

Digitally Signed by:
Date Signed: Sep 5, 2025 9:39 AM PDT
**Name:** Ken DeCarlo
**Company:** OUSD KDI


Sep-02-2025 07:32 am
Fremont HS Modernization (2504)
Adrian Padilla (075)
37.773597, -122.210337 | 54.0 NE
09/02/2025
07:32 AM GMT-7


Sep-02-2025 07:30 am
Fremont HS Modernization (2504)
Adrian Padilla (075)
37.773625, -122.210342 | 84.0 E
09/02/2025
07:30 AM GMT-7


Sep-02-2025 08:07 am
Fremont HS Modernization (2504)
Adrian Padilla (075)
37.774125, -122.210663 | 337.0 NW
09/02/2025
08:07 AM GMT-7


Sep-02-2025 08:24 am
Fremont HS Modernization (2504)
Carhartt
Adrian Padilla (075)
37.773608, -122.210258 | 109.0 E
09/02/2025
08:24 AM GMT-7


Sep-02-2025 08:24 am
Fremont HS Modernization (2504)
Adrian Padilla (075)
37.773705, -122.21032, 21.0 N
09/02/2025
08:24 AM GMT-7


Sep-02-2025 08:07 am
Fremont HS Modernization (2504)
Adrian Padilla (075)
37.773595, -122.210297, 360.0 N
09/02/2025
08:07 AM GMT-7


Sep-02-2025 09:11 am
Fremont HS Modernization (2504)
Adrian Padilla (075)
37.77372, -122.210235 | 206.0 SW
09/02/2025
09:11 AM GMT-7


Sep-02-2025 09:35 am
Fremont HS Modernization (2504)
Adrian Padilla (075)
37.773603, -122.210175 | 220.0 SW
09/02/2025
09:35 AM GMT-7


Sep-02-2025 09:52 am
Fremont HS Modernization (2504)
Adrian Padilla (075)
37.778533, -122.21035, 355.0 N
09/02/2025
09:52 AM GMT-7


Sep-02-2025 10:39 am
Fremont HS Modernization (2504)
Adrian Padilla (075)
37.778663, -122.21025, 195.0 S
09/02/2025
10:39 AM GMT-7


Fremont HS Modernization (2504)
Adrian Padilla (075)
37.773655, -122.210237 , 295.0 W
09/02/2025
10:39 AM GMT-7





# TIME AND MATERIAL TAG
# EX04111

**Title:** BACKFILL OVER EXCAVATION
**Project Name:** Fremont High School Modernization
**Project Address:** 4610 Foothill Boulevard
Oakland, CA 94601
**Date(s) of Work Performed:** 09/05/2025
**D-Line Constructors, Inc Job Number:** 2504
**Cost Code:**
**Customer Job Number:**
**Customer Reference Number:**

**Our Information**

**D-Line Constructors, Inc**
2744 East 11th Street
Oakland, CA 94601
**Phone:**(510)-251-6400

**Customer Information**

**Cahill / Focon Joint Venture**
425 California Street, Suite 2200
San Francisco, CA 94104

**Description of the Work**

Backfill over excavation of 3.5 feet below subgrade section.
We placed filter fabric above excavation and then Geogrid on top of fabric.
After we placed 6” minimum of 2-6 Gavian rock placed a second layer of Geogrid and 6” more inches of 2-6 rock.
Next step is to place filter fabric and finish backfilling with AB what is remaining to raise material to finish subgrade.
Dirt that was removed out of excavation was off hauled to Altamont totally of 5 loads.
Finally off hauled 3 loads of the 3-5 crushed rock that we removed from over excavation. This three loads were sent to Plasenton.

**Labor**

| Worker Name / Description | Date of Work | Quantity of Worker | ST | OT | DT | POT | PDT | Total |
|---|---|---|---|---|---|---|---|---|
| Laborer | 09/05/2025 | 4 | 6 | | | | | 24 |
| Operator | 09/05/2025 | 2 | 6 | | | | | 12 |
| Operator - Foreman | 09/05/2025 | 1 | 6 | | | | | 6 |
| | **Total Labor:** | **7** | **42** | **0** | **0** | **0** | **0** | **42** |

**Material**

| Material Name | Date of Work | Unit of Measure | Quantity of Unit | Total |
|---|---|---|---|---|
| 3x6 GAVIAN ROCK | 09/08/2025 | TN | 84 | 84 |
| AB CLASS II | 09/08/2025 | TN | 130 | 130 |
| FILTER FABRIC | 09/08/2025 | ROLL | 1 | 1 |
| GEOGRID | 09/08/2025 | ROLL | 1 | 1 |

**Equipment**

| Equipment Name | Date of Work | Pieces of Equipment | Unit of Measure | Quantity of Unit | Total |
|---|---|---|---|---|---|
| PICKUP/CREW TRUCK | 09/08/2025 | 1 | HR | 6 | 6 |
| EXCAVATOR 210-245 | 09/08/2025 | 1 | HR | 6 | 6 |
| RUBBER TIRE SKIP LOADER 4WD | 09/08/2025 | 1 | HR | 6 | 6 |
| SUPER TAG DUMP TRUCK | 09/08/2025 | 5 | HR | 10 | 50 |

**Customer Notes From Ken Decirlo**

Verify time only

**Terms & Conditions**

Digitally Signed by:



Date Signed:

Sep 5, 2025 4:21 PM PDT

**Name:** Adrian Padilla
**Company:** D-Line Constructors, Inc

Digitally Signed by:



Date Signed:

Sep 8, 2025 12:08 PM PDT

**Name:** Ken Decirlo
**Company:** OUSD KDI

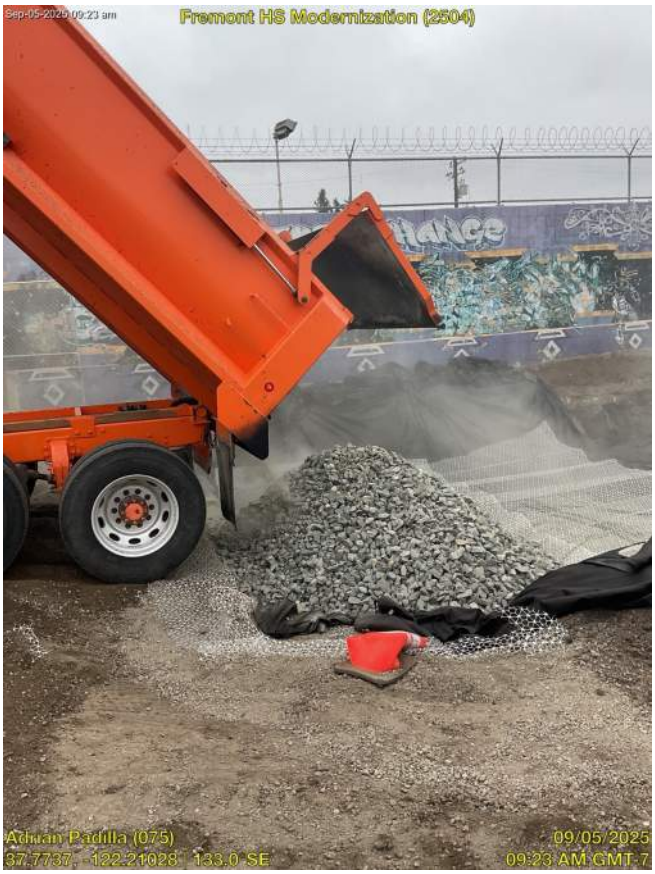

Fremont HS Modernization (2504)
Adrian Padilla (075)
09/05/2025
09:11 AM GMT-7


Sep-05-2025 09:04 am
Fremont HS Modernization (2504)
Adrian Padilla (075)
09/05/2025
09:04 AM GMT-7


Fremont HS Modernization (2504)
Adrian Padilla (075)
37.77362, -122.210258 340.0 N
09/05/2025
09:04 AM GMT-7


Sep-05-2025 07:25 am
Fremont HS Modernization (2504)
Adrian Padilla (075)
37.773762, -122.210412 89.0 E
09/05/2025
07:25 AM GMT-7


Sep-05-2025 09:25 am
Fremont HS Modernization (2504)
Adrian Padilla (075)
37.773797, -122.210145 | 220.0° SW
09/05/2025
08:25 AM GMT-7


Sep-05-2025 09:23 am
Fremont HS Modernization (2504)
Adrian Padilla (075)
37.7737, -122.21028, 133.0 SE
09/05/2025
09:23 AM GMT-7


Fremont HS Modernization (2504)
Adrian Padilla (075)
37.773688, -122.210213 | 182.0 S
09/05/2025
09:16 AM GMT-7


Sep-05-2025 09:24 am
Fremont HS Modernization (2504)
Adrian Padilla (075)
37.77367, -122.210175 | 261.0 W
09/05/2025
09:24 AM GMT-7


Fremont HS Modernization (2504)
Adrian Padilla (075)
37.773637, -122.210213 | 102.0° E
09/05/2025
09:56 AM GMT-7


Sep-05-2025 09:40 am
Fremont HS Modernization (2504)
Adrian Padilla (075)
37.773792, -122.210197 | 195.0° S
09/05/2025
09:40 AM GMT-7


Sep-05-2025 11:20 am
Fremont HS Modernization (2504)
Adrian Padilla (075)
37.773695, -122.210188 | 246.0 SW
09/05/2025
11:20 AM GMT-7


Sep-05-2025 02:17 pm
Fremont HS Modernization (2504)
Adrian Padilla (075)
09/05/2025
02:17 PM GMT-7


Sep-05-2025 03:56 pm

# TIME AND MATERIAL TAG
# EX04118

**Title:** Backfill over ex hole
**Project Name:** Fremont High School Modernization
**Project Address:** 4610 Foothill Boulevard
Oakland, CA 94601
**Date(s) of Work Performed:** 09/08/2025
**D-Line Constructors, Inc Job Number:** 2504
**Cost Code:** 9000.00.08
**Customer Job Number:**
**Customer Reference Number:** RFI 026

**Our Information**

**D-Line Constructors, Inc**
2744 East 11th Street
Oakland, CA 94601
**Phone:**(510)-251-6400

**Customer Information**

**Cahill / Focon Joint Venture**
425 California Street, Suite 2200
San Francisco, CA 94104

**Description of the Work**

Today we inspect area that was pumping with geo tech Jesus from atlas and equipment once driven on Gabion Rock looked stable then we proceed to burrito wrap with filter fabric and began the process of placing base rock in 6” lifts we compacted using drum roller and kept on doing lifts to we reached grade

**Labor**

| Worker Name / Description | Date of Work | Quantity of Worker | ST | OT | DT | POT | PDT | Total |
|---|---|---|---|---|---|---|---|---|
| Laborer | 09/08/2025 | 2 | 8 | | | | | 16 |
| Operator | 09/08/2025 | 1 | 8 | | | | | 8 |
| Operator - Foreman | 09/08/2025 | 1 | 8 | | | | | 8 |
| | **Total Labor:** | **4** | **32** | **0** | **0** | **0** | **0** | **32** |

**Equipment**

| Equipment Name | Date of Work | Pieces of Equipment | Unit of Measure | Quantity of Unit | Total |
|---|---|---|---|---|---|
| PICKUP/CREW TRUCK | 09/08/2025 | 1 | HR | 8 | 8 |
| EXCAVATOR 210-245 | 09/08/2025 | 1 | HR | 8 | 8 |
| COMPACTION 84” SMOOTH DRUM | | 1 | HR | 8 | 8 |

**Customer Notes From Ken DeCarlo**

Verify time only

**Terms & Conditions**

Digitally Signed by:
Date Signed:
Sep 8, 2025 2:16 PM PDT
**Name:** Jorge Chavez
**Company:** D-Line Constructors, Inc

Digitally Signed by:
Date Signed:
Sep 9, 2025 10:15 AM PDT
**Name:** Ken DeCarlo
**Company:** OUSD KDI


Sep-08-2025 09:40 am


Sep-08-2025 11:27 am


Sep-08-2025 09:47 am


Sep-08-2025 12:39 pm
D-LINE

ARGENT MATERIALS
8300 Baldwin Street
Oakland, CA 94621

| Customer ID | Payment Terms |
|---|---|
| 1430 | NET 30 |

**BILL TO:**
D-Line Constructors
Email Inv
2744 East 11th Street, H14
Oakland, CA 94601

| INVOICE # | INVOICE DATE | PURCHASE LOCATION |
|---|---|---|
| A130713 | 8/27/2025 | 8300-Baldwin Street |

**Job #:** 2504
**Order PO #:**
**JOB NAME/LOCATION**

**ORDER DESCRIPTION:**
15490 - Fremont HS- 4610 Foothill Blvd., Oakland, CA

| Date | Truck ID | Ticket # | PO# | Mat Rate | Frt Rate | QTY | Mat Amt | Tax | *I.C.F. | *Frt Amt | Total |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **Product:** 100 - Class II AB 3/4" - Recycle | | | | | | | | | | | |
| 8/27/2025 | J&G261 | 7327611 | | $6.00 | $0.00 | 19.49 | $116.94 | $11.99 | $15.00 | $0.00 | $143.93 |
| 8/27/2025 | J&G261 | 7327643 | | $6.00 | $0.00 | 19.80 | $118.80 | $12.18 | $15.00 | $0.00 | $145.98 |
| 8/27/2025 | J&G261 | 7327676 | | $6.00 | $0.00 | 19.35 | $116.10 | $11.90 | $15.00 | $0.00 | $143.00 |
| 8/27/2025 | J&G261 | 7327709 | | $6.00 | $0.00 | 17.71 | $106.26 | $10.89 | $15.00 | $0.00 | $132.15 |
| 8/27/2025 | ATWAL07 | 7327720 | | $6.00 | $0.00 | 18.28 | $109.68 | $11.24 | $15.00 | $0.00 | $135.92 |
| 8/27/2025 | ASN7 | 7327727 | | $6.00 | $0.00 | 18.67 | $112.02 | $11.48 | $15.00 | $0.00 | $138.50 |
| 8/27/2025 | CALI117 | 7327739 | | $6.00 | $0.00 | 21.47 | $128.82 | $13.20 | $15.00 | $0.00 | $157.02 |
| 8/27/2025 | ATWAL07 | 7327749 | | $6.00 | $0.00 | 19.70 | $118.20 | $12.12 | $15.00 | $0.00 | $145.32 |
| 8/27/2025 | ASN9 | 7327755 | | $6.00 | $0.00 | 19.43 | $116.58 | $11.95 | $15.00 | $0.00 | $143.53 |
| ***100 - Class II AB 3/4" - Recycle - Tickets: 9*** | | | | | | **173.90** | **$1,043.40** | **$106.95** | **$135.00** | **$0.00** | **$1,285.35** |

| TOTAL TICKETS | NET TONS | LOADS | MATERIAL AMOUNT | TAX AMOUNT | ICF AMOUNT | FREIGHT AMOUNT |
|---|---|---|---|---|---|---|
| 9 | 173.90 | 0.00 | $1,043.40 | $106.95 | $135.00 | $0.00 |

***Integrated Compliance Fee and Freight are exempt from Tax**

**A finance charge may be applied to all unpaid balances.**
**Reprinted Ticket Fee: $2.00 per ticket for any reprinted ticket copies(mailed or emailed). Drivers are responsible for tickets.**

| | |
|---|---|
| SUBTOTAL | $1,043.40 |
| TAX | $106.95 |
| FREIGHT | $0.00 |
| ICF | $135.00 |
| **TOTAL** | ***$1,285.35*** |

*If you have any questions about this invoice*
*please contact us at 510-638-7188.*
*We appreciate your business!*

ARGENT MATERIALS
8300 Baldwin Street
Oakland, CA 94621

| Customer ID | Payment Terms |
|---|---|
| 1430 | NET 30 |

**BILL TO:**
D-Line Constructors
Email Inv
2744 East 11th Street, H14
Oakland, CA 94601

| INVOICE # | INVOICE DATE | PURCHASE LOCATION |
|---|---|---|
| A130782 | 8/28/2025 | 8300-Baldwin Street |

**Job #:** 2504
**Order PO #:**
**JOB NAME/LOCATION**

**ORDER DESCRIPTION:**
15490 - Fremont HS- 4610 Foothill Blvd., Oakland, CA

| Date | Truck ID | Ticket # | PO# | Mat Rate | Frt Rate | QTY | Mat Amt | Tax | *I.C.F. | *Frt Amt | Total |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **Product:** 100 - Class II AB 3/4" - Recycle | | | | | | | | | | | |
| 8/28/2025 | PUNE27 | 7327831 | | $6.00 | $0.00 | 20.79 | $124.74 | $12.79 | $15.00 | $0.00 | $152.53 |
| 8/28/2025 | BENNY1B | 7327832 | | $6.00 | $0.00 | 19.57 | $117.42 | $12.04 | $15.00 | $0.00 | $144.46 |
| 8/28/2025 | BHULLER09 | 7327835 | | $6.00 | $0.00 | 18.37 | $110.22 | $11.30 | $15.00 | $0.00 | $136.52 |
| 8/28/2025 | BENNY1B | 7327853 | | $6.00 | $0.00 | 20.00 | $120.00 | $12.30 | $15.00 | $0.00 | $147.30 |
| 8/28/2025 | PUNE27 | 7327862 | | $6.00 | $0.00 | 20.65 | $123.90 | $12.70 | $15.00 | $0.00 | $151.60 |
| 8/28/2025 | BHULLER09 | 7327866 | | $6.00 | $0.00 | 18.24 | $109.44 | $11.22 | $15.00 | $0.00 | $135.66 |
| 8/28/2025 | BENNY1B | 7327885 | | $6.00 | $0.00 | 17.38 | $104.28 | $10.69 | $15.00 | $0.00 | $129.97 |
| 8/28/2025 | PUNE27 | 7327886 | | $6.00 | $0.00 | 21.24 | $127.44 | $13.06 | $15.00 | $0.00 | $155.50 |
| 8/28/2025 | BHULLER09 | 7327891 | | $6.00 | $0.00 | 18.87 | $113.22 | $11.61 | $15.00 | $0.00 | $139.83 |
| 8/28/2025 | BENNY1B | 7327912 | | $6.00 | $0.00 | 18.75 | $112.50 | $11.53 | $15.00 | $0.00 | $139.03 |
| 8/28/2025 | PUNE27 | 7327928 | | $6.00 | $0.00 | 19.84 | $119.04 | $12.20 | $15.00 | $0.00 | $146.24 |
| 8/28/2025 | BHULLER09 | 7327942 | | $6.00 | $0.00 | 18.15 | $108.90 | $11.16 | $15.00 | $0.00 | $135.06 |
| 8/28/2025 | PUNE27 | 7327968 | | $6.00 | $0.00 | 19.44 | $116.64 | $11.96 | $15.00 | $0.00 | $143.60 |
| 8/28/2025 | BENNY1B | 7327970 | | $6.00 | $0.00 | 18.52 | $111.12 | $11.39 | $15.00 | $0.00 | $137.51 |
| 8/28/2025 | BHULLER09 | 7327975 | | $6.00 | $0.00 | 20.07 | $120.42 | $12.34 | $15.00 | $0.00 | $147.76 |
| 8/28/2025 | PUNE27 | 7327993 | | $6.00 | $0.00 | 19.51 | $117.06 | $12.00 | $15.00 | $0.00 | $144.06 |
| 8/28/2025 | BENNY1B | 7328005 | | $6.00 | $0.00 | 17.54 | $105.24 | $10.79 | $15.00 | $0.00 | $131.03 |
| ***100 - Class II AB 3/4" - Recycle - Tickets: 17*** | | | | | | **326.93** | **$1,961.58** | **$201.08** | **$255.00** | **$0.00** | **$2,417.66** |
| **Product:** 208 - Site Entry 3" x 5" - Recycle | | | | | | | | | | | |
| 8/28/2025 | BHULLER09 | 7328014 | | $24.00 | $0.00 | 22.33 | $535.92 | $54.93 | $15.00 | $0.00 | $605.85 |
| 8/28/2025 | PUNE27 | 7328029 | | $24.00 | $0.00 | 20.90 | $501.60 | $51.41 | $15.00 | $0.00 | $568.01 |
| ***208 - Site Entry 3" x 5" - Recycle - Tickets: 2*** | | | | | | **43.23** | **$1,037.52** | **$106.34** | **$30.00** | **$0.00** | **$1,173.86** |

ARGENT MATERIALS
8300 Baldwin Street
Oakland, CA 94621

| Customer ID | Payment Terms |
|---|---|
| 1430 | NET 30 |

**BILL TO:**
D-Line Constructors
Email Inv
2744 East 11th Street, H14
Oakland, CA 94601

| INVOICE # | INVOICE DATE | PURCHASE LOCATION |
|---|---|---|
| A130782 | 8/28/2025 | 8300-Baldwin Street |

| Job #: | Order PO #: | JOB NAME/LOCATION |
|---|---|---|
| 2504 | | |

**ORDER DESCRIPTION:**
15490 - Fremont HS- 4610 Foothill Blvd., Oakland, CA

| Date | Truck ID | Ticket # | PO# | Mat Rate | Frt Rate | QTY | Mat Amt | Tax | *I.C.F. | *Frt Amt | Total |
|---|---|---|---|---|---|---|---|---|---|---|---|

| TOTAL TICKETS | NET TONS | LOADS | MATERIAL AMOUNT | TAX AMOUNT | ICF AMOUNT | FREIGHT AMOUNT |
|---|---|---|---|---|---|---|
| 19 | 370.16 | 0.00 | $2,999.10 | $307.42 | $285.00 | $0.00 |

***Integrated Compliance Fee and Freight are exempt from Tax**

**A finance charge may be applied to all unpaid balances.**
**Reprinted Ticket Fee: $2.00 per ticket for any reprinted ticket copies(mailed or emailed). Drivers are responsible for tickets.**

| | |
|---|---|
| SUBTOTAL | $2,999.10 |
| TAX | $307.42 |
| FREIGHT | $0.00 |
| ICF | $285.00 |
| **TOTAL** | ***$3,591.52*** |

*If you have any questions about this invoice*
*please contact us at 510-638-7188.*
*We appreciate your business!*

ARGENT MATERIALS
8300 Baldwin Street
Oakland, CA 94621

| Customer ID | Payment Terms |
|---|---|
| 1430 | NET 30 |

**BILL TO:**
D-Line Constructors
Email Inv
2744 East 11th Street, H14
Oakland, CA 94601

| INVOICE # | INVOICE DATE | PURCHASE LOCATION |
|---|---|---|
| A130859 | 8/29/2025 | 8300-Baldwin Street |

| Job #: | Order PO #: | JOB NAME/LOCATION |
|---|---|---|
| 2504 | | |

**ORDER DESCRIPTION:**
15490 - Fremont HS- 4610 Foothill Blvd., Oakland, CA

| Date | Truck ID | Ticket # | PO# | Mat Rate | Frt Rate | QTY | Mat Amt | Tax | *I.C.F. | *Frt Amt | Total |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **Product:** 208 - Site Entry 3" x 5" - Recycle | | | | | | | | | | | |
| 8/29/2025 | ERNIES32 | 7328091 | | $24.00 | $0.00 | 12.90 | $309.60 | $31.73 | $15.00 | $0.00 | $356.33 |
| ***208 - Site Entry 3" x 5" - Recycle - Tickets: 1*** | | | | | | **12.90** | **$309.60** | **$31.73** | **$15.00** | **$0.00** | **$356.33** |
| **Product:** E11 - TENWHEEL - Concrete, Clean | | | | | | | | | | | |
| 8/29/2025 | ERNIES32 | 7328213 | | $125.00 | $0.00 | 1.00 | $125.00 | $0.00 | $15.00 | $0.00 | $140.00 |
| ***E11 - TENWHEEL - Concrete, Clean - Tickets: 1*** | | | | | | **1.00** | **$125.00** | **$0.00** | **$15.00** | **$0.00** | **$140.00** |

| TOTAL TICKETS | NET TONS | LOADS | MATERIAL AMOUNT | TAX AMOUNT | ICF AMOUNT | FREIGHT AMOUNT |
|---|---|---|---|---|---|---|
| 2 | 12.90 | 1.00 | $434.60 | $31.73 | $30.00 | $0.00 |

***Integrated Compliance Fee and Freight are exempt from Tax**

**A finance charge may be applied to all unpaid balances.**
**Reprinted Ticket Fee: $2.00 per ticket for any reprinted ticket copies(mailed or emailed). Drivers are responsible for tickets.**

| | |
|---|---|
| SUBTOTAL | $434.60 |
| TAX | $31.73 |
| FREIGHT | $0.00 |
| ICF | $30.00 |
| **TOTAL** | ***$496.33*** |

*If you have any questions about this invoice*
*please contact us at 510-638-7188.*
*We appreciate your business!*

ARGENT MATERIALS
8300 Baldwin Street
Oakland, CA 94621

| Customer ID | Payment Terms |
|---|---|
| 1430 | NET 30 |

**BILL TO:**
D-Line Constructors
Email Inv
2744 East 11th Street, H14
Oakland, CA 94601

| INVOICE # | INVOICE DATE | PURCHASE LOCATION |
|---|---|---|
| A131183 | 9/8/2025 | 8300-Baldwin Street |

**Job #:** 2504
**Order PO #:**
**JOB NAME/LOCATION**

**ORDER DESCRIPTION:**
15490 - Fremont HS- 4610 Foothill Blvd., Oakland, CA

| Date | Truck ID | Ticket # | PO# | Mat Rate | Frt Rate | QTY | Mat Amt | Tax | *I.C.F. | *Frt Amt | Total |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **Product:** 203 - Drain Rock 3/4" - Recycle | | | | | | | | | | | |
| 9/8/2025 | SUNSTATE | 7329369 | | $23.00 | $0.00 | 5.35 | $123.05 | $12.61 | $15.00 | $0.00 | $150.66 |
| ***203 - Drain Rock 3/4" - Recycle - Tickets: 1*** | | | | | | **5.35** | **$123.05** | **$12.61** | **$15.00** | **$0.00** | **$150.66** |

| TOTAL TICKETS | NET TONS | LOADS | MATERIAL AMOUNT | TAX AMOUNT | ICF AMOUNT | FREIGHT AMOUNT |
|---|---|---|---|---|---|---|
| 1 | 5.35 | 0.00 | $123.05 | $12.61 | $15.00 | $0.00 |

***Integrated Compliance Fee and Freight are exempt from Tax**

**A finance charge may be applied to all unpaid balances.**
**Reprinted Ticket Fee: $2.00 per ticket for any reprinted ticket copies(mailed or emailed). Drivers are responsible for tickets.**




*If you have any questions about this invoice please contact us at 510-638-7188.*
*We appreciate your business!*

| | |
|---|---|
| SUBTOTAL | $123.05 |
| TAX | $12.61 |
| FREIGHT | $0.00 |
| ICF | $15.00 |
| **TOTAL** | ***$150.66*** |

ARGENT MATERIALS
8300 Baldwin Street
Oakland, CA 94621

| Customer ID | Payment Terms |
|---|---|
| 1430 | NET 30 |

**BILL TO:**
D-Line Constructors
Email Inv
2744 East 11th Street, H14
Oakland, CA 94601

| INVOICE # | INVOICE DATE | PURCHASE LOCATION |
|---|---|---|
| A130641 | 8/26/2025 | 8300-Baldwin Street |

**Job #:** 2504
**Order PO #:**
**JOB NAME/LOCATION**

**ORDER DESCRIPTION:**
15490 - Fremont HS- 4610 Foothill Blvd., Oakland, CA

| Date | Truck ID | Ticket # | PO# | Mat Rate | Frt Rate | QTY | Mat Amt | Tax | *I.C.F. | *Frt Amt | Total |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **Product:** 100 - Class II AB 3/4" - Recycle | | | | | | | | | | | |
| 8/26/2025 | GS201 | 7327317 | | $6.00 | $0.00 | 17.80 | $106.80 | $10.95 | $15.00 | $0.00 | $132.75 |
| 8/26/2025 | BAYGILL13 | 7327322 | | $6.00 | $0.00 | 17.96 | $107.76 | $11.05 | $15.00 | $0.00 | $133.81 |
| 8/26/2025 | AHL06 | 7327323 | | $6.00 | $0.00 | 18.12 | $108.72 | $11.14 | $15.00 | $0.00 | $134.86 |
| 8/26/2025 | AHL05 | 7327324 | | $6.00 | $0.00 | 18.31 | $109.86 | $11.26 | $15.00 | $0.00 | $136.12 |
| 8/26/2025 | BAYLINESM3 | 7327326 | | $6.00 | $0.00 | 17.97 | $107.82 | $11.05 | $15.00 | $0.00 | $133.87 |
| 8/26/2025 | GS201 | 7327363 | | $6.00 | $0.00 | 16.74 | $100.44 | $10.30 | $15.00 | $0.00 | $125.74 |
| 8/26/2025 | BAYGILL13 | 7327366 | | $6.00 | $0.00 | 18.71 | $112.26 | $11.51 | $15.00 | $0.00 | $138.77 |
| 8/26/2025 | BAYLINESM3 | 7327367 | | $6.00 | $0.00 | 18.50 | $111.00 | $11.38 | $15.00 | $0.00 | $137.38 |
| 8/26/2025 | AHL06 | 7327369 | | $6.00 | $0.00 | 18.97 | $113.82 | $11.67 | $15.00 | $0.00 | $140.49 |
| 8/26/2025 | AHL05 | 7327370 | | $6.00 | $0.00 | 17.55 | $105.30 | $10.79 | $15.00 | $0.00 | $131.09 |
| 8/26/2025 | BAYGILL13 | 7327414 | | $6.00 | $0.00 | 18.69 | $112.14 | $11.49 | $15.00 | $0.00 | $138.63 |
| 8/26/2025 | AHL06 | 7327416 | | $6.00 | $0.00 | 18.29 | $109.74 | $11.25 | $15.00 | $0.00 | $135.99 |
| 8/26/2025 | AHL05 | 7327417 | | $6.00 | $0.00 | 18.71 | $112.26 | $11.51 | $15.00 | $0.00 | $138.77 |
| 8/26/2025 | GS201 | 7327422 | | $6.00 | $0.00 | 17.96 | $107.76 | $11.05 | $15.00 | $0.00 | $133.81 |
| 8/26/2025 | BAYLINESM3 | 7327429 | | $6.00 | $0.00 | 18.57 | $111.42 | $11.42 | $15.00 | $0.00 | $137.84 |
| 8/26/2025 | BAYGILL13 | 7327456 | | $6.00 | $0.00 | 17.08 | $102.48 | $10.50 | $15.00 | $0.00 | $127.98 |
| 8/26/2025 | AHL06 | 7327461 | | $6.00 | $0.00 | 17.94 | $107.64 | $11.03 | $15.00 | $0.00 | $133.67 |
| 8/26/2025 | AHL05 | 7327463 | | $6.00 | $0.00 | 17.82 | $106.92 | $10.96 | $15.00 | $0.00 | $132.88 |
| 8/26/2025 | GS201 | 7327469 | | $6.00 | $0.00 | 18.67 | $112.02 | $11.48 | $15.00 | $0.00 | $138.50 |
| 8/26/2025 | BAYLINESM3 | 7327470 | | $6.00 | $0.00 | 18.52 | $111.12 | $11.39 | $15.00 | $0.00 | $137.51 |
| 8/26/2025 | AHL05 | 7327498 | | $6.00 | $0.00 | 18.15 | $108.90 | $11.16 | $15.00 | $0.00 | $135.06 |
| 8/26/2025 | BAYGILL13 | 7327501 | | $6.00 | $0.00 | 19.21 | $115.26 | $11.81 | $15.00 | $0.00 | $142.07 |
| 8/26/2025 | AHL06 | 7327504 | | $6.00 | $0.00 | 17.27 | $103.62 | $10.62 | $15.00 | $0.00 | $129.24 |
| 8/26/2025 | BAYLINESM3 | 7327514 | | $6.00 | $0.00 | 19.00 | $114.00 | $11.69 | $15.00 | $0.00 | $140.69 |
| 8/26/2025 | GS201 | 7327524 | | $6.00 | $0.00 | 18.23 | $109.38 | $11.21 | $15.00 | $0.00 | $135.59 |
| 8/26/2025 | BAYGILL13 | 7327548 | | $6.00 | $0.00 | 18.05 | $108.30 | $11.10 | $15.00 | $0.00 | $134.40 |
| 8/26/2025 | AHL06 | 7327549 | | $6.00 | $0.00 | 17.28 | $103.68 | $10.63 | $15.00 | $0.00 | $129.31 |
| 8/26/2025 | AHL05 | 7327550 | | $6.00 | $0.00 | 17.57 | $105.42 | $10.81 | $15.00 | $0.00 | $131.23 |
| ***100 - Class II AB 3/4" - Recycle - Tickets: 28*** | | | | | | **507.64** | **$3,045.84** | **$312.21** | **$420.00** | **$0.00** | **$3,778.05** |

ARGENT MATERIALS
8300 Baldwin Street
Oakland, CA 94621

| Customer ID | Payment Terms |
|---|---|
| 1430 | NET 30 |

**BILL TO:**
D-Line Constructors
Email Inv
2744 East 11th Street, H14
Oakland, CA 94601

| INVOICE # | INVOICE DATE | PURCHASE LOCATION |
|---|---|---|
| A130641 | 8/26/2025 | 8300-Baldwin Street |

| Job #: | Order PO #: | JOB NAME/LOCATION |
|---|---|---|
| 2504 | | |

**ORDER DESCRIPTION:**
15490 - Fremont HS- 4610 Foothill Blvd., Oakland, CA

| Date | Truck ID | Ticket # | PO# | Mat Rate | Frt Rate | QTY | Mat Amt | Tax | *I.C.F. | *Frt Amt | Total |
|---|---|---|---|---|---|---|---|---|---|---|---|

| TOTAL TICKETS | NET TONS | LOADS | MATERIAL AMOUNT | TAX AMOUNT | ICF AMOUNT | FREIGHT AMOUNT |
|---|---|---|---|---|---|---|
| 28 | 507.64 | 0.00 | $3,045.84 | $312.21 | $420.00 | $0.00 |

***Integrated Compliance Fee and Freight are exempt from Tax**

**A finance charge may be applied to all unpaid balances.**
**Reprinted Ticket Fee: $2.00 per ticket for any reprinted ticket copies(mailed or emailed). Drivers are responsible for tickets.**

| | |
|---|---|
| SUBTOTAL | $3,045.84 |
| TAX | $312.21 |
| FREIGHT | $0.00 |
| ICF | $420.00 |
| **TOTAL** | ***$3,778.05*** |

*If you have any questions about this invoice*
*please contact us at 510-638-7188.*
*We appreciate your business!*

№ 170172

# Duarte's TOWING

24 Hour Service

597 Castro Street, San Leandro, CA 94577-3557 (510) 569-3200

DATE 8-20-25 TIME IN 11 45 AM PM TIME OUT 4 45 AM PM

NAME D Line

ADDRESS

CITY PHONE

YR MAKE Exc MODEL 308

LIC. NO. STATE UNIT NO. 351006

TRAILER NO. ☐ LOADED ☐ UNLOADED

LOCATION N. California Palo Alto

TOW TO Foothill BLVD Oakland

2nd TOW

~~BILL TO~~ Stand by For Finish Job and put Bucket together

ADDITIONAL INFORMATION and then Stand by. For 1Hr The Kids to Leave shcool 3:00PM.

~~PREVIOUS VEHICLE DAMAGE~~

CASH ☐ CHARGE ☒ CREDIT CARD ☐ P.O. NO. 2504

DRIVER On TRUCK NO. 59

## ROADSIDE SERVICE

| | |
|---|---|
| ☐ DEAD BATTERY | ☐ TRAILER 75 |
| ☐ LOCK OUT | ☐ REMOVE DRIVE SHAFT |
| ☐ FLAT TIRE | ☐ REMOVE AXLE |
| ☐ GAS ____ Gallons | ☐ REMOVE BUMPER |
| ☐ DOLLY TOW | ☐ RECOVERY & LABOR |
| ☐ WHEEL LIFT | ☐ REAR TOW |
| ☐ CAR CARRIER | ☐ FRONT TOW |

| | |
|---|---|
| TRANSPORT | 1225 00 |
| TOWING | |
| STORAGE | |
| ADVANCE CHGS | |
| 2ND TOW | |
| BRIDGE TOLL | 28 00 |
| SERVICE CALL | |
| | |
| TOTAL | 1253 00 |

Not responsible for loss of, damage to, or articles left in vehicle, equipment, or cargo in case of fire, theft or any other cause beyond our control. Not responsible for customer's faulty equipment.

Customer will pay all costs and expenses of collection including reasonable attorney's fees.

**PLEASE PAY FROM THIS INVOICE**

Signed

*Thank You*

24 Hour Service

# Duarte's TOWING

№ 169783

597 Castro Street, San Leandro, CA 94577-3557 **(510) 569-3200**

DATE 8-27-25 TIME IN 6:00 AM PM TIME OUT 7:45 AM PM

NAME D Line

ADDRESS

CITY PHONE

YR MAKE JD MODEL 35G

LIC. NO. STATE UNIT NO.

TRAILER NO. ☐ LOADED ☐ UNLOADED

LOCATION D-Line SL

TOW TO 4529 Foothill Blvd (SWAP) Oak

2nd TOW 4610 Foothill Blvd

BILL TO

ADDITIONAL INFORMATION SWAP 84" #433002

PREVIOUS VEHICLE DAMAGE

CASH ☐ CHARGE ☐ CREDIT CARD ☐ P.O. NO. 2504 900.00.08

DRIVER DD TRUCK NO. 33

## ROADSIDE SERVICE

- ☐ DEAD BATTERY
- ☐ LOCK OUT
- ☐ FLAT TIRE
- ☐ GAS ____ Gallons
- ☐ DOLLY TOW
- ☐ WHEEL LIFT
- ☐ CAR CARRIER
- ☒ TRAILER +3
- ☐ REMOVE DRIVE SHAFT
- ☐ REMOVE AXLE
- ☐ REMOVE BUMPER
- ☐ RECOVERY & LABOR
- ☐ REAR TOW
- ☐ FRONT TOW

Not responsible for loss of, damage to, or articles left in vehicle, equipment, or cargo in case of fire, theft or any other cause beyond our control. Not responsible for customer's faulty equipment.

Customer will pay all costs and expenses of collection including reasonable attorney's fees.

| | | |
|---|---|---|
| TRANSPORT | 490 | 00 |
| TOWING | | |
| STORAGE | | |
| ADVANCE CHGS | | |
| 2ND TOW | | |
| BRIDGE TOLL | — | |
| SERVICE CALL | | |
| | — | |
| **TOTAL** | 490 | 00 |

***PLEASE PAY FROM THIS INVOICE***

Signed

*Thank You*

S&S TRUCKING
A DBA of SN Sands Corp

P.O. Box 14046 Oakland, CA 94614-2046

Mailing
477 Roland Way Oakland, CA 94621-2014

PH. (510) 383-3556 Fax (510) 383-2917

# Invoice

| Invoice # | Date |
|---|---|
| 250903-03 | 09/03/25 |

| Customer PO # | Salesman | Period Ending | Payment Terms | Job |
|---|---|---|---|---|
| 2504 | | 09/03/25 | Net 30 | 2903-(2504) 4610 Foothill Blvd |

| Date | Ticket # | Tractor | Qty | Units | Description | Rate | Amount | Tax |
|---|---|---|---|---|---|---|---|---|
| 08/26 | 272862 - 1883055 | 201 | 18.00 | Tons | Class II ADC(7) dumps only | $23.30 | $419.40 | ☐ |
| 08/26 | 272862 - HRLY | 201 | 10.30 | Hours | HOURLY TRUCKING(1) | $125.00 | $1,287.50 | ☐ |
| 08/26 | 273072 - 1883052 | 3 | 19.53 | Tons | Class II ADC(7) dumps only | $23.30 | $455.05 | ☐ |
| 08/26 | 273072 - HRLY | 3 | 10.50 | Hours | HOURLY TRUCKING(1) | $125.00 | $1,312.50 | ☐ |

| Totals |
|---|
| 20.8 Hours |
| 37.53 Tons |

**Tax:** $0.00

**Invoice Total** $3,474.45

**Please Pay** $3,474.45

**Payment Due:** 10/03/25

**Bill to Customer** 1057

**Comments:**

D-LINE CONSTRUCTORS, INC.
2744 East 11th Street, Unit H 14
ATTN: ACCOUNTS PAYABLE
OAKLAND, CA 94601

250903-03

Copyright © 1997 - 2025 HaulWare.com

OFFICE COPY

TAGS MUST BE TURNED IN NO LATER THAN 2 DAYS

| S | M | T | W | T | F | S |
|---|---|---|---|---|---|---|
| | | ✓ | | | | |

Date 8 / 26 20 25

TRUCK NO. 201 TRAILER NO. 11

SUB HAULER G.S. TRK

S&S SUB HAULER # 178

PRIME CARRIER S&S



Dirt • Rock
Sand • Gravel

# S&S TRUCKING

A DBA of SN SANDS CORP.
CA 25119
Specializing in Construction Trucking

477 ROLAND WAY
OAKLAND, CA 94621-2014
(510) 383-3556 • (510) 383-2917 FAX
WWW.SNSANDS.COM

S.B.E.
D.B.E.
M.B.E.
Certified

**SHIPPING ORDER and FREIGHT BILL**
272862

AUG 26 2025

| TYPE OF LOADING | EQUIPMENT | |
|---|---|---|
| ☐ BUNKER ☐ BELT | ☐ TRANSPORT | ☐ SEMI BOTTOM |
| ✓ POWER ☐ HAND | ☐ FLATBED | ☐ TRANSFER |
| NO. OF AXLES | ☐ HIGHSIDE | ☐ 10-WHEELER |
| 4 | ☐ END DUMP | ☐ SUPER DUMP |
| | ✓ DOUBLE BOTTOM | ☐ SUPER TAG |

SHIPPER ARGENT-MAHER

RECEIVER CONSIGNEE D-LINE-COKOF

POINT OF ORIGIN BALDWIN-SK

DESTINATION 4610. FOOTHILL-BL

CITY OAKLAND

CITY OAKLAND

TIME STARTED LAST LOAD (SAME AS TIME LEAVE LOADING)–

TIME ARRIVED TO DUMP LAST LOAD (SAME AS TIME ARRIVE UNLOADING)–

NET RUNNING TIME LAST LOAD (DIFFERENCE OF TIME LEAVE LOADING AND TIME ARRIVE LOADING)–

TIME FINISHED DUMP LAST LOAD (SAME AS TIME LEAVE UNLOADING)–

TIME ALLOWED TO RETURN, SAME AS NET RUNNING TIME LAST LOAD ( FIGURE SAME AS #3 ABOVE)–

TAG NO. 272862

P.O. NO. 2905-17

FUEL GAL.

UNLADEN WEIGHT EMPTY

JOB NO. 2504-

OIL GAL.

| MATERIALS TYPE | | | LOADING | | | UNLOADING | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| NO. | SCALE TAG NO. | YARDS OR WEIGHT TONS NET IS | TIME ARRIVE | TIME LEAVE | STAND BY | TIME ARRIVE | TIME LEAVE | STAND BY | P.O. # or COMMENTS | TOLLS | BILLING |
| 1 | 7327317 | 17.80 | 7.00 | 7.25 | | 7.46 | 8.15 | | C2.2 AB REC | | |
| 2 | 7327363 | 16.74 | 8.36 | 8.55 | | 9.15 | 9.36 | | | | |
| 3 | 7327422 | 17.96 | 9.57 | 10.15 | | 10.35 | 10.55 | | | | |
| 4 | 7327469 | 18.67 | 11.16 | 11.35 | | 11.56 | 12.13 | | | | |
| 5 | 7327524 | 18.23 | 12.36 | 12.50 | | 1.15 | 1.45 | | | | |
| 6 | 1883055 | 18.00 | 1.45 | 2.05 | | 3.30 | 4.00 | | TO ALTAMONT L-FILL | | |
| 7 | | | 5.15 | | | | | | | | |
| 8 | | | | | | | | | | | |
| 9 | | | | | | | | | | | |
| 10 | | | | | | | | | | | |
| 11 | | | | | | | | | | | |
| 12 | | | | | | | | | | | |
| 13 | | | | | | | | | | | |
| 14 | | | | | | | | | | | |
| 15 | | | | | | | | | | | |
| 16 | 188355 | 18.00 | | | | | | | | | |

MUST BE TURNED IN WITHIN 2 DAYS STAMP & SIGNED ATTACH ALL SCALE TAGS

10.3 HM

TIME SIGNED OUT: 2.00

TOTAL LOADS HAULED: 5 Base Rock 1 Altamon

SIGNED OUT LOADED (CIRCLE) YES / NO

SIGNED OUT BY: (PRINT) Jose Lopez

D-LINE constructors

HM

DUMPS/MATERIAL CHARGED TO:

START TIME 7.00 AM PM

STOP TIME 5.15 AM PM

DEDUCT TIME —

NET TIME HRS. 10 MIN. 15

California law requires all employees to take a lunch break and to take a rest break around mid-morning, and another around mid-afternoon.

CONTRACTOR INITIAL HERE FOR NO LUNCH

DRIVER'S SIGNATURE

All bills are due and payable by the 10th of the month. Past due amounts subject to charge of 2% per month or maximum amount permitted by law, whichever is greater. Customers will be responsible for all court and attorney costs for collection.

Notice: Our drivers will make every effort to place material where customers designate, but the company assumes no responsibility for damage inside curb or property line. No claims allowed unless made when material is delivered and received.

**Owners and/or agents signature confirms owners and/or agents acceptance of these terms.**

SIGNATURE Jose A. Lopez DATE 08/26/25

**Your signature on this form is acceptance of the materials delivered / received.**

**IF MATERIAL OR DUMPS ARE CHARGED TO S&S KEEP ALL RECEIPTS AND ATTACH TO TAG**

* BELOW EXCLUSIVE USE OF S&S ONLY *

| | |
|---|---|
| TOTAL HOURS OR TONS | |
| RATE PER HOUR OR TON | $ |
| TOTAL TRKG. | |
| MATERIAL | |
| TAX | |
| DUMPS | |
| BRIDGE TOLL | |
| TOTAL CHARGES | $ |

WEIGHMASTER-Altamont Landfill & RRF
10840 Altamont Pass Road
Livermore, CA, 94551
Ph: (925)455-7300

Reprint
Ticket# 1883055

Customer Name SSTrucking S AND S TRUCKING
Ticket Date 08/26/2025
Payment Type Credit Account
Manual Ticket#
Billing # 0000527
Manifest WAM
PO
Profile 670340CA (CLASS II COVER SOIL)
Generator OAKLAND UNIFIED-4529 OAKLAND UNIFIED SCHOOL DISTRICT 4610 FOOTHILL BLVD OAKL

Carrier GEN Altamont Generic
Vehicle# 29278d2
Container
GS TRUCKING 201
License#

| | Time | Scale | Deputy Weighmaster | Inbound | | |
|---|---|---|---|---|---|---|
| In | 08/26/2025 15:27:43 | Scale 3 I | Tyler Canady | | Gross | 62740 lb |
| Out | 08/26/2025 15:27:43 | | Tyler Canady | | Tare | 26740 lb |
| | | | | | Net | 36000 lb |
| | | | | | Tons | 18.00 |

Comments

| | Product | LD% | Qty | UOM | Rate | Tax | Amount | Origin |
|---|---|---|---|---|---|---|---|---|
| 1 | C2 Cover RGC-Tons | 100 | 18.00 | Tons | | | | Oakland |

Total Tax
Total Ticket

Driver`s Signature

WEIGHMASTER CERTIFICATE

THIS IS TO CERTIFY that the following described commodity was weighed, measured,or counted by a weighmaster, whose signature is on this certificate, who is a recognized authority of accuracy, as prescribed by Chapter 7 (commencing with section 12700) of Division 5 of the California Business and Professions Code, administered by the Division of Measurement Standards of the California Department of Food and Agriculture.

TAGS MUST BE TURNED IN NO LATER THAN 2 DAYS

| S | M | T | W | T. | F | S |
|---|---|---|---|---|---|---|

Date 8/26/2025

TRUCK NO. 3 TRAILER NO.

SUB HAULER AHL

S&S SUB HAULER #

PRIME CARRIER



Dirt • Rock
Sand • Gravel

# S&S TRUCKING

A DBA of SN SANDS CORP.
CA 25119
Specializing in Construction Trucking

477 ROLAND WAY
OAKLAND, CA 94621-2014
(510) 383-3556 • (510) 383-2917 FAX
WWW.SNSANDS.COM

S.B.E.
D.B.E.
M.B.E.
Certified

**SHIPPING ORDER and FREIGHT BILL**
273072
AUG 29 2025

TYPE OF LOADING
☐ BUNKER ☐ BELT
☐ POWER ☐ HAND

NO. OF AXLES

EQUIPMENT
☐ TRANSPORT ☐ SEMI BOTTOM
☐ FLATBED ☐ TRANSFER
☐ HIGHSIDE ☐ 10-WHEELER
☐ END DUMP ☐ SUPER DUMP
☐ DOUBLE BOTTOM ☐ SUPER TAG

SHIPPER D-Line Const.
POINT OF ORIGIN Argent Materials
CITY OAK LAND

RECEIVER CONSIGNEE
DESTINATION 4610 Foothill Blvd
CITY OAK LAND

TAG NO.
P.O. NO. 2903-17
FUEL GAL.
UNLADEN WEIGHT EMPTY
JOB NO. 2804
OIL GAL.

TIME STARTED LAST LOAD (SAME AS TIME LEAVE LOADING)–
TIME ARRIVED TO DUMP LAST LOAD (SAME AS TIME ARRIVE UNLOADING)–
NET RUNNING TIME LAST LOAD (DIFFERENCE OF TIME LEAVE LOADING AND TIME ARRIVE LOADING)–
TIME FINISHED DUMP LAST LOAD (SAME AS TIME LEAVE UNLOADING)–
TIME ALLOWED TO RETURN, SAME AS NET RUNNING TIME LAST LOAD ( FIGURE SAME AS #3 ABOVE)–

MATERIALS TYPE

| NO. | SCALE TAG NO. | YARDS OR WEIGHT TONS NET IS | LOADING TIME ARRIVE | LOADING TIME LEAVE | LOADING STAND BY | UNLOADING TIME ARRIVE | UNLOADING TIME LEAVE | UNLOADING STAND BY | P.O. # or COMMENTS | TOLLS | BILLING |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 1 | 7327326 | 17.97 | 7:00 | 7:43 | | 8:06 | 8:23 | | | | |
| 2 | 7327367 | 18.50 | 8:44 | 9:01 | | 9:21 | 9:37 | | | | |
| 3 | 7327429 | 18.57 | 10:00 | 10:35 | | 10:47 | 10:58 | | | | |
| 4 | 7327514 | 19.00 | 11:16 | 11:51 | | 12:11 | 12:26 | | | | |
| 5 | 7327470 | 18.52 | 12:46 | 1:10 | | 1:30 | 1:40 | | | | |
| 6 | 1883052 | 19.53 | 1:40 | 1:50 | | 3:20 | 3:55 | | | | |
| 7 | | | 8:30 | | | | | | | | |
| 8 | | 10.5 Hrs | | | | | | | | | |
| 9 | | | 1:50 | | | | | | | | |
| 10 | | TIME SIGNED OUT: | | | | | | | | | |
| 11 | 1883052 | TOTAL LOADS HAULED: 5 Base Rock 1 Attament | | | | | | | | | |
| 12 | 7327326 | 19.53 | | | | | | | | | |
| 13 | 7327367 | SIGNED OUT LOADED(CIRCLE): YES / NO | | | | | | | | | |
| 14 | 7327429 | 17.97 | | | | | | | | | |
| 15 | 7327470 | SIGNED OUT BY: Jose Lopez | | | | | | | | | |
| 16 | 7327514 | (PRINT) 18.50 | | | | | | | | | |
| | | 18.57 | | | | | | | | | |
| | | 18.52 | | | | | | | | | |
| | | 19.00 | | | | | | | | | |

D-LINE constructors

MUST BE SIGNED IN WITHIN 2 DAYS COMP & SIGNED ATTACH SCALE TAGS

DUMPS/MATERIAL CHARGED TO:

| START TIME | AM PM | STOP TIME | AM PM | DEDUCT TIME | NET TIME HRS. | MIN. |
|---|---|---|---|---|---|---|

California law requires all employees to take a lunch break and to take a rest break around mid-morning, and another around mid-afternoon.

CONTRACTOR INITIAL HERE FOR NO LUNCH

DRIVER'S SIGNATURE

All bills are due and payable by the 10th of the month. Past due amounts subject to charge of 2% per month or maximum amount permitted by law, whichever is greater. Customers will be responsible for all court and attorney costs for collection.

Notice: Our drivers will make every effort to place material where customers designate, but the company assumes no responsibility for damage inside curb or property line. No claims allowed unless made when material is delivered and received.

Owners and/or agents signature confirms owners and/or agents acceptance of these terms.

SIGNATURE Jose A. Lopez DATE 08/26/25

Your signature on this form is acceptance of the materials delivered / received.

IF MATERIAL OR DUMPS ARE CHARGED TO S&S KEEP ALL RECEIPTS AND ATTACH TO TAG

* BELOW EXCLUSIVE USE OF S&S ONLY *

| | |
|---|---|
| TOTAL HOURS OR TONS | |
| RATE PER HOUR OR TON | $ |
| TOTAL TRKG. | |
| MATERIAL | |
| TAX | |
| DUMPS | |
| BRIDGE TOLL | |
| TOTAL CHARGES | $ |

WEIGHMASTER-Altamont Landfill & RRF
10840 Altamont Pass Road
Livermore, CA, 94551
Ph: (925)455-7300

Reprint
Ticket# 1883052

Customer Name SSTrucking S AND S TRUCKING
Ticket Date 08/26/2025
Payment Type Credit Account
Manual Ticket#
Billing # 0000527
Manifest WAM
PO
Profile 670340CA (CLASS II COVER SOIL)
Generator OAKLAND UNIFIED-4529 OAKLAND UNIFIED SCHOOL DISTRICT 4610 FOOTHILL BLVD OAKL

Carrier GEN Altamont Generic
Vehicle# 97343E3
Container
MTC M11
License#

| Time | Scale | Deputy Weighmaster | Inbound | | |
|---|---|---|---|---|---|
| In 08/26/2025 15:18:53 | Scale 3 I | Tyler Canady | | Gross | 63680 lb |
| Out08/26/2025 15:18:53 | | Tyler Canady | | Tare | 24620 lb |
| | | | | Net | 39060 lb |
| | | | | Tons | 19.53 |

Comments

| | Product | LD% | Qty | UOM | Rate | Tax | Amount | Origin |
|---|---|---|---|---|---|---|---|---|
| 1 | C2 Cover RGC-Tons | 100 | 19.53 | Tons | | | | Oakland |

Total Tax
Total Ticket

Driver`s Signature

WEIGHMASTER CERTIFICATE

THIS IS TO CERTIFY that the following described commodity was weighed, measured,or counted by a weighmaster, whose signature is on this certificate, who is a recognized authority of accuracy, as prescribed by Chapter 7 (commencing with section 12700) of Division 5 of the California Business and Professions Code, administered by the Division of Measurement Standards of the California Department of Food and Agriculture.




8300 Baldwin Street, Oakland, CA 94621

(510) 638-7188

sales@argentmaterials.com

THIS IS TO CERTIFY that the following described commodity was weighed and measured, or counted by a weighmaster, whose signature is on this certificate, who is a recognized authority of accuracy, as prescribed by Chapter 7 (commencing with Section 12700) of Division 5 of the California Business and Professions Code, administered by the Division of Measurement Standards of California Department of Food and Agriculture

**Ticket #:** 7327326
**Date:** 8/26/2025
**Time:** 7:43 AM

**DRIVER DELIVERY LOCATION**

Ticket Note:

| | |
|---|---|
| Order: | 15490 - Fremont HS- 4610 Foothill |
| Customer: | 1430 - D-Line Constructors |
| Product: | 100 - Class II AB 3/4" - Recycle |
| Truck: | BAYLINESM3 - Truck |
| PO #: | |
| Job #: | 2504 |

| | Tons | Pounds |
|---|---|---|
| Gross: | 30.63 | 61,260 |
| Tare: | 12.66 | 25,320 |
| Net: | 17.97 | 35,940 |
| | 17.97 | Ton |

**Loads Today:** 5 **TRUXID:**
**Units Today:** 90.16

DRIVER SIGNATURE:

**Weighmaster:** Jackie Madrigal

**Drivers:**
You are responsible for "Ticket Dispensation" Keep one copy of this ticket for your records and give one copy to your Customer. Reprinted ticket copies (mailed or emailed) will incur a fee of $2.00 per ticket.

(mailed or emailed) will incur a fee of $2.00 per ticket.

ARGENT MATERIALS

8300 Baldwin Street, Oakland, CA 94621

(510) 638-7188

sales@argentmaterials.com

THIS IS TO CERTIFY that the following described commodity was weighed and measured, or counted by a weighmaster, whose signature is on this certificate, who is a recognized authority of accuracy, as prescribed by Chapter 7 (commencing with Section 12700) of Division 5 of the California Business and Professions Code, administered by the Division of Measurement Standards of California Department of Food and Agriculture

**Ticket #:** 7327367
**Date:** 8/26/2025
**Time:** 9:00 AM

**DRIVER DELIVERY LOCATION**

Ticket Note:

| | |
|---|---|
| Order: | 15490 - Fremont HS- 4610 Foothill |
| Customer: | 1430 - D-Line Constructors |
| Product: | 100 - Class II AB 3/4" - Recycle |
| Truck: | BAYLINESM3 - Truck |
| PO #: | |
| Job #: | 2504 |

| | Tons | Pounds |
|---|---|---|
| Gross: | 31.16 | 62,320 |
| Tare: | 12.66 | 25,320 |
| Net: | 18.50 | 37,000 |
| | 18.50 | Ton |

**Loads Today:** 8 **TRUXID:**
**Units Today:** 144.11

DRIVER SIGNATURE:

Weighmaster: Jackie Madrigal

Drivers:
You are responsible for "Ticket Dispensation"
Keep one copy of this ticket for your records and give one copy to your Customer. Reprinted ticket copies (mailed or emailed) will incur a fee of $2.00 per ticket.




8300 Baldwin Street, Oakland, CA 94621

(510) 638-7188

sales@argentmaterials.com

THIS IS TO CERTIFY that the following described commodity was weighed and measured, or counted by a weighmaster, whose signature is on this certificate, who is a recognized authority of accuracy, as prescribed by Chapter 7 (commencing with Section 12700) of Division 5 of the California Business and Professions Code, administered by the Division of Measurement Standards of California Department of Food and Agriculture

**Ticket #:** 7327429
**Date:** 8/26/2025
**Time:** 10:39 AM

**DRIVER DELIVERY LOCATION**

Ticket Note:

| | |
|---|---|
| Order: | 15490 - Fremont HS- 4610 Foothill |
| Customer: | 1430 - D-Line Constructors |
| Product: | 100 - Class II AB 3/4" - Recycle |
| Truck: | BAYLINESM3 - Truck |
| PO #: | |
| Job #: | 2504 |

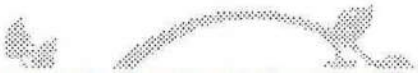
| | Tons | Pounds |
|---|---|---|
| Gross: | 31.23 | 62,460 |
| Tare: | 12.66 | 25,320 |
| Net: | 18.57 | 37,140 |
| | 18.57 | Ton |

**Loads Today:** 15 **TRUXID:**
**Units Today:** 272.85

DRIVER SIGNATURE:

Weighmaster: Jackie Madrigal

**Drivers:**
You are responsible for "Ticket Dispensation"
Keep one copy of this ticket for your records and give one copy to your Customer. Reprinted ticket copies (mailed or emailed) will incur a fee of $2.00 per ticket.



ARGENT MATERIALS

8300 Baldwin Street, Oakland, CA 94621

(510) 638-7188

sales@argentmaterials.com

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**Ticket #:** 7327470
**Date:** 8/26/2025
**Time:** 11:51 AM

**DRIVER DELIVERY LOCATION**

Ticket Note:

| | |
|---|---|
| Order: | 15490 - Fremont HS- 4610 Foothill |
| Customer: | 1430 - D-Line Constructors |
| Product: | 100 - Class II AB 3/4" - Recycle |
| Truck: | BAYLINESM3 - Truck |
| PO #: | |
| Job #: | 2504 |

| | Tons | Pounds |
|---|---|---|
| Gross: | 31.18 | 62,360 |
| Tare: | 12.66 | 25,320 |
| Net: | 18.52 | 37,040 |
| | 18.52 | Ton |

**Loads Today:** 20 **TRUXID:**
**Units Today:** 362.88

DRIVER SIGNATURE:

Weighmaster: Jackie Madrigal

Drivers:

You are responsible for "Ticket Dispensation" Keep one copy of this ticket for your records and give one copy to your Customer. Reprinted ticket copies (mailed or emailed) will incur a fee of $2.00 per ticket.




8300 Baldwin Street, Oakland, CA 94621

(510) 638-7188

sales@argentmaterials.com

THIS IS TO CERTIFY that the following described commodity was weighed and measured, or counted by a weighmaster, whose signature is on this certificate, who is a recognized authority of accuracy, as prescribed by Chapter 7 (commencing with Section 12700) of Division 5 of the California Business and Professions Code, administered by the Division of Measurement Standards of California Department of Food and Agriculture

**Ticket #:** 7327514
**Date:** 8/26/2025
**Time:** 1:09 PM

**DRIVER DELIVERY LOCATION**

Ticket Note:

Order: 15490 - Fremont HS- 4610 Foothill
Customer: 1430 - D-Line Constructors
Product: 100 - Class II AB 3/4" - Recycle
Truck: BAYLINESM3 - Truck
PO #:
Job #: 2504

| | Tons | Pounds |
|---|---|---|
| Gross: | 31.66 | 63,320 |
| Tare: | 12.66 | 25,320 |
| Net: | 19.00 | 38,000 |
| | 19.00 | Ton |

**Loads Today:** 24
**Units Today:** 436.51

**TRUXID:**

DRIVER SIGNATURE:

**Weighmaster:** Jackie Madrigal

Drivers:

You are responsible for "Ticket Dispensation" Keep one copy of this ticket for your records and give one copy to your Customer. Reprinted ticket copies (mailed or emailed) will incur a fee of $2.00 per ticket.

S&S TRUCKING
A DBA of SN Sands Corp

P.O. Box 14046 Oakland, CA 94614-2046

Mailing
477 Roland Way Oakland, CA 94621-2014

PH. (510) 383-3556 Fax (510) 383-2017

# Invoice

| Invoice # | Date |
|---|---|
| 250827-03 | 08/27/25 |

| Customer PO # | Salesman | Period Ending | Payment Terms | Job |
|---|---|---|---|---|
| 2504 | | 08/27/25 | Net 30 | 2903-(2504) 4610 Foothill Blvd |

| Date | Ticket # | Tractor | Qty | Units | Description | Rate | Amount | Tax |
|---|---|---|---|---|---|---|---|---|
| 08/20 | 260882 - HRLY | 557 | 10.40 | Hours | HOURLY TRUCKING(1) | $125.00 | $1,300.00 | ☐ |

| Totals |
|---|
| 10.4 Hours |

Tax: $0.00

Invoice Total $1,300.00

Please Pay $1,300.00

**Payment Due: 09/26/25**

Bill to Customer 1057

Comments:

D-LINE CONSTRUCTORS, INC.
2744 East 11th Street, Unit H 14
ATTN: ACCOUNTS PAYABLE
OAKLAND, CA 94601

250827-03

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OFFICE COPY

**TAGS MUST BE TURNED IN NO LATER THAN 2 DAYS**

| S | M | T | W | T | F | S |
|---|---|---|---|---|---|---|

Date 08 / 20 / 2025

TRUCK NO. 557 TRAILER NO. SD

SUB HAULER GARCIA TRANS INC

S&S SUB HAULER #

PRIME CARRIER

# S&S TRUCKING

A DBA of SN SANDS CORP.
CA 25119
Specializing in Construction Trucking

Dirt • Rock
Sand • Gravel

477 ROLAND WAY
OAKLAND, CA 94621-2014
(510) 383-3556 • (510) 383-2917 FAX
WWW.SNSANDS.COM

**S.B.E.**
**D.B.E.**
**M.B.E.**

**SHIPPING ORDER and FREIGHT BILL**

Certified 260882
AUG 26 2025

TYPE OF LOADING: ☐ BUNKER ☐ BELT ☐ POWER ☐ HAND

NO. OF AXLES: 04

EQUIPMENT: ☐ TRANSPORT ☐ SEMI BOTTOM ☐ FLATBED ☐ TRANSFER ☐ HIGHSIDE ☐ 10-WHEELER ☐ END DUMP ☐ SUPER DUMP ☐ DOUBLE BOTTOM ☑ SUPER TAG

SHIPPER D-Line Constructors
POINT OF ORIGIN 4601 Foothill Blvd
CITY Oakland CA

RECEIVER CONSIGNEE Greencaste Zanker
DESTINATION 705 Los Esteros Rd
CITY Sanjose CA

TAG NO.
P.O. NO. 2903-1
FUEL GAL.
UNLADEN WEIGHT EMPTY
JOB NO. 2504
OIL GAL.

TIME STARTED LAST LOAD (SAME AS TIME LEAVE LOADING)–
TIME ARRIVED TO DUMP LAST LOAD (SAME AS TIME ARRIVE UNLOADING)–
NET RUNNING TIME LAST LOAD (DIFFERENCE OF TIME LEAVE LOADING AND TIME ARRIVE LOADING)–
TIME FINISHED DUMP LAST LOAD (SAME AS TIME LEAVE UNLOADING)–
TIME ALLOWED TO RETURN, SAME AS NET RUNNING TIME LAST LOAD ( FIGURE SAME AS #3 ABOVE)–

| NO. | MATERIALS TYPE / SCALE TAG NO. | YARDS OR WEIGHT TONS NET IS | LOADING TIME ARRIVE | LOADING TIME LEAVE | LOADING STAND BY | UNLOADING TIME ARRIVE | UNLOADING TIME LEAVE | UNLOADING STAND BY | P.O. # or COMMENTS | TOLLS | BILLING |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 1 | 10899471 | 14:780 LBS | 7:45 | 8:55 | | 10:25 | 10:45 | | Trees | | |
| 2 | 7326508 | 14:01 | 11:51 | 12:10 | | 12:27 | 12:40 | | Concrete | | |
| 3 | 10726893 | 1:2143 | 12:54 | 1:20 | | 1:40 | 2:05 | | METAL | | |
| 4 | 10899682 | 4.480 LBS | 2:23 | 2:35 | | 3:49 | 4:12 | | TREES and wood | | |
| 5 | | | 6:00 | | | | | | | | |
| 6 | | | | | | | | | | | |
| 7 | 7326508 | 14.01 | | | | | | | | | |
| 8 | 10899471 | 739 | | | | | | | | | |
| 9 | 10899682 | 2.71 | | | | | | | | | |
| 10 | TRUNK | 1.21 | | | | | | | | | |
| 11 | | | | | | | | | | | |
| 12 | Sign out loaded | | | | | | | | | | |
| 13 | | | | | | | | | | | |
| 14 | | | | | | | | | | | |
| 15 | 10 HR. 25 Min | | | | | | | | | | |
| 16 | | | | | | | | | | | |

TIME SIGNED OUT: 2:35
TOTAL LOADS HAULED: 4
SIGNED OUT LOADED (CIRCLE): YES NO
SIGNED OUT BY: (PRINT) Omar A

D-LINE constructors

Note 2 First LOAD Dumped Zanker
2nd LOAD Dumped Argent Materials
3rd LOAD Dumped Radius Recycle
4th LOAD Dumped Zanker Sanjose

10.4 Hrs

DUMPS/MATERIAL CHARGED TO:

START TIME 7:45 AM PM
STOP TIME 6:00 AM PM
DEDUCT TIME 0
NET TIME HRS. 10 MIN. 25

California law requires all employees to take a lunch break and to take a rest break around mid-morning, and another around mid-afternoon.

CONTRACTOR INITIAL HERE FOR NO LUNCH: 0

DRIVER'S SIGNATURE

All bills are due and payable by the 10th of the month. Past due amounts subject to charge of 2% per month or maximum amount permitted by law, whichever is greater. Customers will be responsible for all court and attorney costs for collection.

Notice: Our drivers will make every effort to place material where customers designate, but the company assumes no responsibility for damage inside curb or property line. No claims allowed unless made when material is delivered and received.

**Owners and/or agents signature confirms owners and/or agents acceptance of these terms.**

SIGNATURE Omar A DATE

**Your signature on this form is acceptance of the materials delivered / received.**

**IF MATERIAL OR DUMPS ARE CHARGED TO S&S KEEP ALL RECEIPTS AND ATTACH TO TAG**

* BELOW EXCLUSIVE USE OF S&S ONLY *

| | |
|---|---|
| TOTAL HOURS OR TONS | |
| RATE PER HOUR OR TON | $ |
| TOTAL TRKG. | |
| MATERIAL | |
| TAX | |
| DUMPS | |
| BRIDGE TOLL | |
| TOTAL CHARGES | $ |




8300 Baldwin Street, Oakland, CA 94621

(510) 638-7188

sales@argentmaterials.com

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**Ticket #:** 7326508
**Date:** 8/20/2025
**Time:** 12:29 PM

**DRIVER DELIVERY LOCATION**

Ticket Note:

Order: 15490 - Fremont HS- 4610 Foothill
Customer: 1430 - D-Line Constructors
Product: F11 - SUPER - Concrete, Clean
Truck: GARCHA557 - Truck
PO #:
Job #: 2504

| | Tons | |
|---|---|---|
| Gross: | 28.28 | 56,560 |
| Tare: | 14.27 | 28,540 |
| Net: | 14.01 | 14 |
| | 1.00 | Load |

**Loads Today:** 1
**Units Today:** 1.00

**TRUXID:**

DRIVER SIGNATURE:

Weighmaster: Jackie Madrigal

**Drivers:**
You are responsible for "Ticket Dispensation"
Keep one copy of this ticket for your records and give one copy to your Customer. Reprinted ticket copies (mailed or emailed) will incur a fee of $2.00 per ticket.

**Ticket #: 10899471**

8/20/2025

IN: 10:29 AM Out: 10:43 AM

**Greenwaste Zanker SITE 1**

705 Los Esteros Road

San Jose CA, 95134

GreenHalo ID:

Company D00162 - D-LINE CONSTRUCTORS INC

Hauler:

PO Number: 2504

CDDD:

Weigh Master In: DARREL OW

Weigh Master Out: PAUL LOPEZ

**Truck: EP00297**

**Registration: 557**

Operation: 525 - (ZRL) Demolition Plant

Location: OAKLAND

| Gross | Tare | Net |
|---|---|---|
| 42,760 Lbs | 27,980 Lbs | 14,780 Lbs |
| Scale: NORTH2 | Scale: SOUTH1 | |

| Quantity | Material | Price |
|---|---|---|
| 7.39 tn | MIXED CONSTRUCTION & | $96.50 \ tn |

| Material | Delivery | Tax | Total |
|---|---|---|---|
| $713.14 | $0.00 | $0.00 | $713.14 |

| Gross | Tare | Net |
|---|---|---|
| 0 Lbs | 0 Lbs | 0 Lbs |
| Scale: ManWght | Tare: Stored | |

| Quantity | Material | Price |
|---|---|---|
| 7.390 EA | FUEL SURCHARGE TON | $1.75 \ EA |

| Material | Delivery | Tax | Total |
|---|---|---|---|
| $12.93 | $0.00 | $0.00 | $12.93 |
| **$726.07** | **$0.00** | **$0.00** | **$726.07** |

Total Paid

Change: $0.00

CCApproval:

**Ticket #: 10899682**

8/20/2025

IN: 3:49 PM Out: 3:50 PM

**Greenwaste Zanker SITE 1**

705 Los Esteros Road

San Jose CA, 95134

GreenHalo ID:

Company: D00162 - D-LINE CONSTRUCTORS INC

Hauler:

PO Number: 2405

CDDD:

Weigh Master In: HUMBERTO GARZA III

Weigh Master Out: HUMBERTO GARZA III

**Truck: EP00297**

**Registration: 557**

Operation: 525 - (ZRL) Demolition Plant

Location: OAKLAND
4601 FOOTHILL AVE

| Gross | Tare | Net |
|---|---|---|
| 32,440 Lbs | 27,960 Lbs | 4,480 Lbs |

Scale: NORTH2 Scale: ManWght

| Quantity | Material | Price |
|---|---|---|
| 2.24 tn | MIXED CONSTRUCTION & | $96.50 \ tn |

| Material | Delivery | Tax | Total |
|---|---|---|---|
| $216.16 | $0.00 | $0.00 | $216.16 |

| Gross | Tare | Net |
|---|---|---|
| 0 Lbs | 0 Lbs | 0 Lbs |

Scale. ManWght Tare. Stored

| Quantity | Material | Price |
|---|---|---|
| 2.240 EA | FUEL SURCHARGE TON | $1.75 \ EA |

| Material | Delivery | Tax | Total |
|---|---|---|---|
| $3.92 | $0.00 | $0.00 | $3.92 |
| **$220.08** | **$0.00** | **$0.00** | **$220.08** |

Total Paid

Change: $0.00

CCApproval:




PURCHASE TICKET

Radius Recycling
1101 Embarcadero West
Oakland, CA 94607
510-444-3919

Ticket # TFEUNN
Vehicle ID: EP00297

Control Number - 21: 21 1072693
Date: 08/20/25
Ship Date: 08/20/25

Vehicle No: TK TFEUNN

Purchased From: DLIN00
D LINE CONSTRUCTORS
2744 E 11TH STREET
SUITE H14
OAKLAND, CA 94601

| Itm | Shpmnt | Material | Pounds Gross | Tare | Net |
|---|---|---|---|---|---|
| 1. | TFEUNN | TIN/LIGHT IRON 124-103 | 30820a | 28100b | 2720 |
| Totals | | | | | 2720 |

Gross Wght Date/Time 08/20/25 13:41
Tare Wght Date/Time 08/20/25 14:04

GROSS TONS
**1.2143**

Deputy Signature _____
(Sherell Johnson)

Customer Signature _____

(All weights are reported in Pounds unless otherwise indicated)
(All non-Pound weights are assumed to be manual weights)
(a=Scale 1 b=Scale 2 c=Scale 3 d=Scale 4 m=Manual Weight)

I affirm under penalty of law that the property I am selling in this transaction is not, to the best of my knowledge, stolen property and I am the lawful owner and can convey legal title to Purchaser/Payer. I affirm that any vehicle(s) sold in this transaction were reported to the National Motor Vehicle Title Information System (NMVTIS) as required by federal law and I agree to indemnify Purchase/Payer if this is untrue. I warrant that this material does not contain any hazardous substances as defined by the federal and/or state law, and I agree to indemnify Purchaser/Payer if this is untrue.

**DISCLAIMER AND WAIVER OF LIABILITY**

This disclaimer and waiver covers both present and future deliveries. In consideration for access to the yards facilities and services, the customer, driver and all others who enter the yard acknowledge and assume the risk involved in discharging scrap metal in the yard. The customer, driver and all others who enter the yard hereby release, indemnify and hold harmless Radius Recycling, Inc., its subsidiaries, owners, officers, directors, employees, and agents , from any and all liability (including claims based upon negligence ) for damage or injury, including all forms of property damage, bodily injury and death, resulting directly or indirectly from the use of the yards facilities and services. This includes, but is not limited to, claims for damage or injury sustained while driving through the yard or loading or unloading scrap metal in the yard. The only claims not released are those based upon intentional misconduct.

WEIGHMASTER CERTIFICATE

THIS IS TO CERTIFY that the above described commodity was weighed, measured, or counted by a weighmaster, whose signature is on this certificate, who is a recognized authority of accuracy, as prescribed by Chapter 7 (commencing with Section 12700) of Division 5 of the California Business and Professions Code, administered by the Division of Measurement Standards of the California Department of Food and Agriculture.

Customer Copy

S&S TRUCKING
A DBA of SN Sands Corp

P.O. Box 14046 Oakland, CA 94614-2046

Mailing
477 Roland Way Oakland, CA 94621-2014

PH. (510) 383-3556 Fax (510) 383-2017

# Invoice

| Invoice # | Date |
|---|---|
| 250903-02 | 09/03/25 |

| Customer PO # | Salesman | Period Ending | Payment Terms | Job |
|---|---|---|---|---|
| 2504 | | 09/03/25 | Net 30 | 2903-(2504) 4610 Foothill Blvd |

| Date | Ticket # | Tractor | Qty | Units | Description | Rate | Amount | Tax |
|---|---|---|---|---|---|---|---|---|
| 08/26 | 268154 - HRLY | A05 | 8.50 | Hours | HOURLY TRUCKING(1) | $125.00 | $1,062.50 | ☐ |
| 08/26 | 271195 - HRLY | A06 | 8.50 | Hours | HOURLY TRUCKING(1) | $125.00 | $1,062.50 | ☐ |
| 08/26 | 268133 - HRLY | B13 | 8.00 | Hours | HOURLY TRUCKING(1) | $125.00 | $1,000.00 | ☐ |

| Totals |
|---|
| 25 Hours |

| | |
|---|---|
| Tax: | $0.00 |
| Invoice Total | $3,125.00 |
| Please Pay | $3,125.00 |

**Payment Due:** 10/03/25

| Bill to Customer | 1057 |
|---|---|

Comments:

D-LINE CONSTRUCTORS, INC.
2744 East 11th Street, Unit H 14
ATTN: ACCOUNTS PAYABLE
OAKLAND, CA 94601

250903-02

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TAGS MUST BE TURNED IN NO LATER THAN 2 DAYS

| S | M | T | W | T | F | S |
|---|---|---|---|---|---|---|

Date 8/26/2025

TRUCK NO. A05 TRAILER NO.

SUB HAULER A.H.L

S&S SUB HAULER #

PRIME CARRIER S&S

# S&S TRUCKING

A DBA of SN SANDS CORP.
CA 25119
Specializing in Construction Trucking

Dirt • Rock
Sand • Gravel

477 ROLAND WAY
OAKLAND, CA 94621-2014
(510) 383-3556 • (510) 383-2917 FAX
WWW.SNSANDS.COM

S.B.E.
D.B.E.
M.B.E.
Certified

SHIPPING ORDER and FREIGHT BILL
268154

AUG 29 2025

TYPE OF LOADING
☐ BUNKER ☐ BELT
☐ POWER ☐ HAND

NO. OF AXLES 4

EQUIPMENT
☐ TRANSPORT ☐ SEMI BOTTOM
☐ FLATBED ☐ TRANSFER
☐ HIGHSIDE ☐ 10-WHEELER
☐ END DUMP ☐ SUPER DUMP
☐ DOUBLE BOTTOM ☐ SUPER TAG

SHIPPER D Line

POINT OF ORIGIN 8300 Baldwin St

CITY Oakland CA

RECEIVER CONSIGNEE

DESTINATION 4610 Foothill blvd

CITY Oakland CA

TIME STARTED LAST LOAD (SAME AS TIME LEAVE LOADING)–

TIME ARRIVED TO DUMP LAST LOAD (SAME AS TIME ARRIVE UNLOADING)–

NET RUNNING TIME LAST LOAD (DIFFERENCE OF TIME LEAVE LOADING AND TIME ARRIVE LOADING)–

TIME FINISHED DUMP LAST LOAD (SAME AS TIME LEAVE UNLOADING)–

TIME ALLOWED TO RETURN, SAME AS NET RUNNING TIME LAST LOAD ( FIGURE SAME AS #3 ABOVE)–

TAG NO.

P.O. NO. 2903-1

FUEL GAL.

UNLADEN WEIGHT EMPTY

JOB NO. 2504

OIL GAL.

| NO. | MATERIALS TYPE / SCALE TAG NO. | YARDS OR WEIGHT TONS NET IS | LOADING TIME ARRIVE | LOADING TIME LEAVE | LOADING STAND BY | UNLOADING TIME ARRIVE | UNLOADING TIME LEAVE | UNLOADING STAND BY | P.O. # or COMMENTS | TOLLS | BILLING |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 1 | 7327324 | 18.31 | 7:00 | 7:45 | | 7:55 | 8:15 | | | | |
| 2 | 7327370 | 17.55 | 8:25 | 9:00 | | 9:23 | 9:45 | | | | |
| 3 | 7327417 | 18.71 | 10:00 | 10:20 | | 10:36 | 10:45 | | | | |
| 4 | 7327463 | 17.82 | 11:07 | 11:38 | | 11:55 | 12:05 | | | | |
| 5 | 7327498 | 18.15 | 12:20 | 12:40 | | 12:55 | 1:12 | | | | |
| 6 | 7327550 | 17.57 | 1:45 | 2:00 | | 2:30 | 2:40 | | | | |
| 7 | | | 3:30 | | | | | | | | |
| 8 | | | | | | | | | | | |
| 9 | | | | | | | | | | | |
| 10 | | TIME SIGNED OUT: 235 | | | | | | | | | |
| 11 | | TOTAL LOADS HAULED: 6 | | | | | | | | | |
| 12 | | SIGNED OUT LOADED(CIRCLE): YES (NO) | | | | | | | | | |
| 13 | | SIGNED OUT BY: (PRINT) Jose Lopez | | | | | | | | | |
| 14 | | D-LINE constructors | | | | | | | | | |
| 15 | | | | | | | | | | | |
| 16 | | | | | | | | | | | |

MUST BE TURNED IN WITHIN 2 DAYS COMP & SIGNED ATTACH ALL SCALE TAGS

8.5 HRS

DUMPS/MATERIAL CHARGED TO:

START TIME 7:00 AM/PM

STOP TIME 3:30 AM/PM

DEDUCT TIME

HRS. 8 NET TIME MIN. 30

California law requires all employees to take a lunch break and to take a rest break around mid-morning, and another around mid-afternoon.

CONTRACTOR INITIAL HERE FOR NO LUNCH

DRIVER'S SIGNATURE

All bills are due and payable by the 10th of the month. Past due amounts subject to charge of 2% per month or maximum amount permitted by law, whichever is greater. Customers will be responsible for all court and attorney costs for collection.

Notice: Our drivers will make every effort to place material where customers designate, but the company assumes no responsibility for damage inside curb or property line. No claims allowed unless made when material is delivered and received.

**Owners and/or agents signature confirms owners and/or agents acceptance of these terms.**

SIGNATURE Jose A. Lopez DATE 08/26/25

IF MATERIAL OR DUMPS ARE CHARGED TO S&S KEEP ALL RECEIPTS AND ATTACH TO TAG

* BELOW EXCLUSIVE USE OF S&S ONLY *

| | |
|---|---|
| TOTAL HOURS OR TONS | |
| RATE PER HOUR OR TON | $ |
| TOTAL TRKG. | |
| MATERIAL | |
| TAX | |
| DUMPS | |
| BRIDGE TOLL | |
| TOTAL CHARGES | $ |

OFFICE COPY

**TAGS MUST BE TURNED IN NO LATER THAN 2 DAYS**

| S | M | T | W | T | F | S |
|---|---|---|---|---|---|---|
| | | 8 | | | | |

Date 8 / 26 20 25

TRUCK NO. A06 TRAILER NO.

SUB HAULER AHL

S&S SUB HAULER #

PRIME CARRIER S&S



Dirt • Rock
Sand • Gravel

# S&S TRUCKING

A DBA of SN SANDS CORP.
CA 25119
Specializing in Construction Trucking

477 ROLAND WAY
OAKLAND, CA 94621-2014
(510) 383-3556 • (510) 383-2917 FAX
WWW.SNSANDS.COM

S.B.E.
D.B.E.
M.B.E.
Certified

**SHIPPING ORDER and FREIGHT BILL**

271195

AUG 29 2025

| TYPE OF LOADING | EQUIPMENT | |
|---|---|---|
| ☐ BUNKER ☐ BELT | ☐ TRANSPORT | ☐ SEMI BOTTOM |
| ☑ POWER ☐ HAND | ☐ FLATBED | ☐ TRANSFER |
| NO. OF AXLES | ☐ HIGHSIDE | ☐ 10-WHEELER |
| 4 | ☐ END DUMP | ☐ SUPER DUMP |
| | ☐ DOUBLE BOTTOM | ☐ SUPER TAG |

SHIPPER D Line

POINT OF ORIGIN 8300 Baldwin St

CITY Oakland CA

RECEIVER CONSIGNEE

DESTINATION 4610 Foothill Blvd

CITY Oakland CA

TAG NO. 271195

P.O. NO. 2905-1

JOB NO. 2504

UNLADEN WEIGHT EMPTY

FUEL GAL.

OIL GAL.

TIME STARTED LAST LOAD (SAME AS TIME LEAVE LOADING)–

TIME ARRIVED TO DUMP LAST LOAD (SAME AS TIME ARRIVE UNLOADING)–

NET RUNNING TIME LAST LOAD (DIFFERENCE OF TIME LEAVE LOADING AND TIME ARRIVE LOADING)–

TIME FINISHED DUMP LAST LOAD (SAME AS TIME LEAVE UNLOADING)–

TIME ALLOWED TO RETURN, SAME AS NET RUNNING TIME LAST LOAD ( FIGURE SAME AS #3 ABOVE)–

MATERIALS TYPE

| NO. | SCALE TAG NO. | YARDS OR WEIGHT TONS NET IS | LOADING TIME ARRIVE | LOADING TIME LEAVE | LOADING STAND BY | UNLOADING TIME ARRIVE | UNLOADING TIME LEAVE | UNLOADING STAND BY | P.O. # or COMMENTS | TOLLS | BILLING |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 1 | 7327368 | 18:12 | 7:00 | 7:40 | | 7:55 | 8:10 | | | | |
| 2 | 7327369 | 18:97 | 8:30 | 9:05 | | 9:20 | 9:40 | | | | |
| 3 | 7327416 | 18:29 | 9:55 | 10:15 | | 10:40 | 10:50 | | | | |
| 4 | 7327461 | 17:94 | 11:05 | 11:30 | | 11:45 | 11:50 | | | | |
| 5 | 7327504 | 17:27 | 12:10 | 19:44 | | 1:05 | 1:15 | | | | |
| 6 | 7327549 | 17:28 | 1:35 | 1:55 | | 2:30 | 2:45 | | | | |
| 7 | | | 3:30 | | | | | | | | |
| 8 | | | | | | | | | | | |
| 9 | | | | | | | | | | | |
| 10 | TIME SIGNED OUT: 235 | | | | | | | | | | |
| 11 | TOTAL LOADS HAULED: 6 | | | | | | | | | | |
| 12 | SIGNED OUT LOADED(CIRCLE): YES / NO | | | | | | | | | | |
| 13 | SIGNED OUT BY: Jose Lopez | | | | | | | | | | |
| 14 | (PRINT) D-LINE constructors | | | | | | | | | | |
| 15 | | | | | | | | | | | |
| 16 | | | | | | | | | | | |

MUST BE TURNED IN WITHIN 2 DAYS COMP & SIGNED ATTACH ALL SCALE TAGS

8.5 HR 8

DUMPS/MATERIAL CHARGED TO:

START TIME 7:00 AM PM

STOP TIME 3:30 AM PM

DEDUCT TIME

HRS. 8 NET TIME MIN. 30

California law requires all employees to take a lunch break and to take a rest break around mid-morning, and another around mid-afternoon.

CONTRACTOR INITIAL HERE FOR NO LUNCH

DRIVER'S SIGNATURE

All bills are due and payable by the 10th of the month. Past due amounts subject to charge of 2% per month or maximum amount permitted by law, whichever is greater. Customers will be responsible for all court and attorney costs for collection.

Notice: Our drivers will make every effort to place material where customers designate, but the company assumes no responsibility for damage inside curb or property line. No claims allowed unless made when material is delivered and received.

**Owners and/or agents signature confirms owners and/or agents acceptance of these terms.**

SIGNATURE Jose A. Lopez DATE 08/26/25

**Your signature on this form is acceptance of the materials delivered / received.**

**IF MATERIAL OR DUMPS ARE CHARGED TO S&S KEEP ALL RECEIPTS AND ATTACH TO TAG**

* BELOW EXCLUSIVE USE OF S&S ONLY *

| | |
|---|---|
| TOTAL HOURS OR TONS | |
| RATE PER HOUR OR TON | $ |
| TOTAL TRKG. | |
| MATERIAL | |
| TAX | |
| DUMPS | |
| BRIDGE TOLL | |
| TOTAL CHARGES | $ |

OFFICE COPY

TAGS MUST BE TURNED IN NO LATER THAN 2 DAYS

S | M | T | W | T | F | S

Date 08 / 26 2025

TRUCK NO. B.13 TRAILER NO.

SUB HAULER A.H.L

S&S SUB HAULER #

PRIME CARRIER S & S

# S&S TRUCKING

A DBA of SN SANDS CORP.
CA 25119
Specializing in Construction Trucking

Dirt • Rock
Sand • Gravel

477 ROLAND WAY
OAKLAND, CA 94621-2014
(510) 383-3556 • (510) 383-2917 FAX
WWW.SNSANDS.COM

S.B.E.
D.B.E.
M.B.E.
Certified

**SHIPPING ORDER and FREIGHT BILL**
268133
AUG 29 2025

TYPE OF LOADING: ☐ BUNKER ☐ BELT ☐ POWER ☐ HAND

NO. OF AXLES: 4

EQUIPMENT: ☐ TRANSPORT ☐ SEMI BOTTOM ☐ FLATBED ☐ TRANSFER ☐ HIGHSIDE ☐ 10-WHEELER ☐ END DUMP ☐ SUPER DUMP ☐ DOUBLE BOTTOM ☐ SUPER TAG

SHIPPER Argent Materials
POINT OF ORIGIN 8300 Baldwin St
CITY oakland CA

RECEIVER CONSIGNEE D. Line
DESTINATION 4610 Foothill Bl
CITY oakland CA

TAG NO.
P.O. NO. 2903-1
FUEL GAL.
UNLADEN WEIGHT EMPTY
JOB NO.
OIL GAL.

TIME STARTED LAST LOAD (SAME AS TIME LEAVE LOADING)–
TIME ARRIVED TO DUMP LAST LOAD (SAME AS TIME ARRIVE UNLOADING)–
NET RUNNING TIME LAST LOAD (DIFFERENCE OF TIME LEAVE LOADING AND TIME ARRIVE LOADING)–
TIME FINISHED DUMP LAST LOAD (SAME AS TIME LEAVE UNLOADING)–
TIME ALLOWED TO RETURN, SAME AS NET RUNNING TIME LAST LOAD ( FIGURE SAME AS #3 ABOVE)–

| NO. | MATERIALS TYPE / SCALE TAG NO. | YARDS OR WEIGHT TONS NET IS | LOADING TIME ARRIVE | LOADING TIME LEAVE | LOADING STAND BY | UNLOADING TIME ARRIVE | UNLOADING TIME LEAVE | UNLOADING STAND BY | P.O. # or COMMENTS | TOLLS | BILLING |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 1 | 7327322 | 17.96 | 7.00 | 8.36 | | 8.58 | 9.16 | | | | |
| 2 | 7327366 | 18.71 | 8.39 | 8.57 | | 9.20 | 9.38 | | | | |
| 3 | 7327414 | 18.69 | 9.52 | 10.20 | | 10.39 | 10.57 | | | | |
| 4 | 7327456 | 17.08 | 11.13 | 11.30 | | 11.50 | 12.00 | | | | |
| 5 | 7327501 | 19.21 | 12.21 | 12.42 | | 1.05 | 1.21 | | | | |
| 6 | 7327548 | 18.05 | 1.44 | 1.58 | | 2.17 | 2.35 | | | | |
| 7 | | | 3.00 | | | | | | | | |
| 8 | | | | | | | | | | | |
| 9 | | TIME SIGNED OUT: | 2.30 | | | | | | | | |
| 10 | | TOTAL LOADS HAULED: | 6 | | | | | | | | |
| 11 | 7327322 | 17.96 | | | | | | | | | |
| 12 | 7327366 | 18.71 | | | | | | | | | |
| 13 | 7327414 | 18.69 | | | | | | | | | |
| 14 | 7327456 | 17.08 | | | | | | | | | |
| 15 | 7327501 | 19.21 | | | | | | | | | |
| 16 | 7327548 | 18.05 | | | | | | | | | |

MUST BE TURNED IN WITHIN 2 DAYS COMP & SIGNED ATTACHED SCALE TAGS

SIGNED OUT LOADED(CIRCLE): YES NO

SIGNED OUT BY: (PRINT) Jose Lopez

D-LINE constructors

8 HRS

DUMPS/MATERIAL CHARGED TO:

START TIME 7-00 AM PM
STOP TIME 3-00 AM PM
DEDUCT TIME X
NET TIME HRS. 8 - MIN. 00

California law requires all employees to take a lunch break and to take a rest break around mid-morning, and another around mid-afternoon.

CONTRACTOR INITIAL HERE FOR NO LUNCH

DRIVER'S SIGNATURE Singh

All bills are due and payable by the 10th of the month. Past due amounts subject to charge of 2% per month or maximum amount permitted by law, whichever is greater. Customers will be responsible for all court and attorney costs for collection.

Notice: Our drivers will make every effort to place material where customers designate, but the company assumes no responsibility for damage inside curb or property line. No claims allowed unless made when material is delivered and received.

**Owners and/or agents signature confirms owners and/or agents acceptance of these terms.**

SIGNATURE Jose A. Lopez DATE 08/26/25

**Your signature on this form is acceptance of the materials delivered / received.**

**IF MATERIAL OR DUMPS ARE CHARGED TO S&S KEEP ALL RECEIPTS AND ATTACH TO TAG**

* BELOW EXCLUSIVE USE OF S&S ONLY *

| | |
|---|---|
| TOTAL HOURS OR TONS | |
| RATE PER HOUR OR TON | $ |
| TOTAL TRKG. | |
| MATERIAL | |
| TAX | |
| DUMPS | |
| BRIDGE TOLL | |
| TOTAL CHARGES | $ |

(mailed or emailed) will incur a fee of $2.00 per ticket.




8300 Baldwin Street, Oakland, CA 94621

(510) 638-7188

sales@argentmaterials.com

THIS IS TO CERTIFY that the following described commodity was weighed and measured, or counted by a weighmaster, whose signature is on this certificate, who is a recognized authority of accuracy, as prescribed by Chapter 7 (commencing with Section 12700) of Division 5 of the California Business and Professions Code, administered by the Division of Measurement Standards of California Department of Food and Agriculture

**Ticket #:** 7327322
**Date:** 8/26/2025
**Time:** 7:36 AM

**DRIVER DELIVERY LOCATION**

Ticket Note:

| | |
|---|---|
| Order: | 15490 - Fremont HS- 4610 Foothill |
| Customer: | 1430 - D-Line Constructors |
| Product: | 100 - Class II AB 3/4" - Recycle |
| Truck: | BAYGILL13 - Truck |
| PO #: | |
| Job #: | 2504 |

| | Tons | Pounds |
|---|---|---|
| Gross: | 31.31 | 62,620 |
| Tare: | 13.35 | 26,700 |
| Net: | 17.96 | 35,920 |
| | 17.96 | Ton |

**Loads Today:** 2 **TRUXID:**
**Units Today:** 35.76

DRIVER SIGNATURE:

Weighmaster: Jackie Madrigal

Drivers:
You are responsible for "Ticket Dispensation" Keep one copy of this ticket for your records and give one copy to your Customer. Reprinted ticket copies (mailed or emailed) will incur a fee of $2.00 per ticket.




8300 Baldwin Street, Oakland, CA 94621

(510) 638-7188

sales@argentmaterials.com

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**Ticket #:** 7327366
**Date:** 8/26/2025
**Time:** 8:58 AM

**DRIVER DELIVERY LOCATION**

Ticket Note:

| | |
|---|---|
| Order: | 15490 - Fremont HS- 4610 Foothill |
| Customer: | 1430 - D-Line Constructors |
| Product: | 100 - Class II AB 3/4" - Recycle |
| Truck: | BAYGILL13 - Truck |
| PO #: | |
| Job #: | 2504 |

| | Tons | Pounds |
|---|---|---|
| Gross: | 32.06 | 64,120 |
| Tare: | 13.35 | 26,700 |
| Net: | 18.71 | 37,420 |
| | 18.71 | Ton |

**Loads Today:** 7 **TRUXID:**
**Units Today:** 125.61

DRIVER SIGNATURE:

Weighmaster: Jackie Madrigal

**Drivers:**
You are responsible for "Ticket Dispensation" Keep one copy of this ticket for your records and give one copy to your Customer. Reprinted ticket copies (mailed or emailed) will incur a fee of $2.00 per ticket.




8300 Baldwin Street, Oakland, CA 94621

(510) 638-7188

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**Ticket #:** 7327414
**Date:** 8/26/2025
**Time:** 10:19 AM

**DRIVER DELIVERY LOCATION**

Ticket Note:

| | |
|---|---|
| Order: | 15490 - Fremont HS- 4610 Foothill |
| Customer: | 1430 - D-Line Constructors |
| Product: | 100 - Class II AB 3/4" - Recycle |
| Truck: | BAYGILL13 - Truck |
| PO #: | |
| Job #: | 2504 |

| | Tons | Pounds |
|---|---|---|
| Gross: | 32.04 | 64,080 |
| Tare: | 13.35 | 26,700 |
| Net: | 18.69 | 37,380 |
| | 18.69 | Ton |

**Loads Today:** 11 **TRUXID:**

**Units Today:** 199.32

DRIVER SIGNATURE:

Weighmaster: Jackie Madrigal

Drivers:
You are responsible for "Ticket Dispensation"
Keep one copy of this ticket for your records and give one copy to your Customer. Reprinted ticket copies (mailed or emailed) will incur a fee of $2.00 per ticket.




8300 Baldwin Street, Oakland, CA 94621

(510) 638-7188

sales@argentmaterials.com

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---

**Ticket #.** 7327456
**Date:** 8/26/2025
**Time:** 11:29 AM

---

**DRIVER DELIVERY LOCATION**

Ticket
Note:

---

Order: 15490 - Fremont HS- 4610 Foothill
Customer: 1430 - D-Line Constructors
Product: 100 - Class II AB 3/4" - Recycle
Truck: BAYGILL13 - Truck
PO #:
Job #: 2504

---

| | Tons | Pounds |
|---|---|---|
| Gross: | 30.43 | 60,860 |
| Tare: | 13.35 | 26,700 |
| Net: | 17.08 | 34,160 |
| | 17.08 | Ton |

**Loads Today:** 16 **TRUXID:**
**Units Today:** 289.93

---

DRIVER SIGNATURE:

---

Weighmaster: Jackie Madrigal

Drivers:
You are responsible for "Ticket Dispensation"
Keep one copy of this ticket for your records and give one copy to your Customer. Reprinted ticket copies (mailed or emailed) will incur a fee of $2.00 per ticket.




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(510) 638-7188

sales@argentmaterials.com

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**Ticket #:** 7327501
**Date:** 8/26/2025
**Time:** 12:42 PM

**DRIVER DELIVERY LOCATION**

Ticket Note:

| | |
|---|---|
| Order: | 15490 - Fremont HS- 4610 Foothill |
| Customer: | 1430 - D-Line Constructors |
| Product: | 100 - Class II AB 3/4" - Recycle |
| Truck: | BAYGILL13 - Truck |
| PO #: | |
| Job #: | 2504 |

| | Tons | Pounds |
|---|---|---|
| Gross: | 32.56 | 65,120 |
| Tare: | 13.35 | 26,700 |
| Net: | 19.21 | 38,420 |
| | 19.21 | Ton |

**Loads Today:** 22 **TRUXID:**
**Units Today:** 400.24

DRIVER SIGNATURE:

**Weighmaster:** Jackie Madrigal

Drivers:
You are responsible for "Ticket Dispensation"
Keep one copy of this ticket for your records and give one copy to your Customer. Reprinted ticket copies (mailed or emailed) will incur a fee of $2.00 per ticket.




8300 Baldwin Street, Oakland, CA 94621

(510) 638-7188

sales@argentmaterials.com

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**Ticket #:** 7327548
**Date:** 8/26/2025
**Time:** 1:58 PM

**DRIVER DELIVERY LOCATION**

Ticket Note:

| | |
|---|---|
| Order: | 15490 - Fremont HS- 4610 Foothill |
| Customer: | 1430 - D-Line Constructors |
| Product: | 100 - Class II AB 3/4" - Recycle |
| Truck: | BAYGILL13 - Truck |
| PO #: | |
| Job #: | 2504 |

| | Tons | Pounds |
|---|---|---|
| Gross: | 31.40 | 62,800 |
| Tare: | 13.35 | 26,700 |
| Net: | 18.05 | 36,100 |
| | 18.05 | Ton |

**Loads Today:** 26 **TRUXID:**
**Units Today:** 472.79

DRIVER SIGNATURE:

Weighmaster: Jackie Madrigal

Drivers:
You are responsible for "Ticket Dispensation"
Keep one copy of this ticket for your records and give one copy to your Customer. Reprinted ticket copies (mailed or emailed) will incur a fee of $2.00 per ticket.

S&S TRUCKING
A DBA of SN Sands Corp

P.O. Box 14046 Oakland, CA 94614-2046

Mailing
477 Roland Way Oakland, CA 94621-2014

PH. (510) 383-3556 Fax (510) 383-2917

# Invoice

| Invoice # | Date |
|---|---|
| 250905-03 | 09/05/25 |

| Customer PO # | Salesman | Period Ending | Payment Terms | Job |
|---|---|---|---|---|
| 2504 | | 09/05/25 | Net 30 | 2903-(2504) 4610 Foothill Blvd |

| Date | Ticket # | Tractor | Qty | Units | Description | Rate | Amount | Tax |
|---|---|---|---|---|---|---|---|---|
| 08/28 | 1712 - 1883824 | 1B | 22.73 | Tons | Class II ADC(7) dumps only | $23.30 | $529.61 | ☐ |
| 08/28 | 1712 - HRLY | 1B | 9.70 | Hours | HOURLY TRUCKING(1) | $125.00 | $1,212.50 | ☐ |

| Totals |
|---|
| 9.7 Hours |
| 22.73 Tons |

Tax: $0.00

Invoice Total $1,742.11

Please Pay $1,742.11

**Payment Due: 10/05/25**

Bill to Customer 1057

Comments:

D-LINE CONSTRUCTORS, INC.
2744 East 11th Street, Unit H 14
ATTN: ACCOUNTS PAYABLE
OAKLAND, CA 94601

250905-03

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S M T W T F S

☒ DAY ☐ NIGHT

DATE 8/28/25 YEAR 25

TRUCK NO. 1B TRAILER NO.

SUB HAULER SUN TRUCKING

PRIME CARRIER SBS

# SUN TRUCKING LLC

CA 508695

1111 Donatello Way • Oakley, CA 94561

Phone: (925) 665-9371

Email: dalbagtrucking@yahoo.com

RECEIVED SEP 04 2025

**SHIPPING ORDER and FREIGHT BILL**

1712

| TYPE OF LOADING | EQUIPMENT | NO. OF AXLES |
|---|---|---|
| ☐ BUNKER | ☐ SEMI-BOTTOM | |
| ☐ BELT | ☐ END DUMP | |
| ☐ POWER | ☐ DBL BOTTOM | |
| ☐ HAND | ☐ TRANSFER | |
| ☐ LOADER | ☐ 10-WHEELER | |
| | ☐ SUPER 10 | |
| | ☐ SUPER DUMP | |

SHIPPER: ARGENT MATERIALS

CONSIGNEE: D. CONSTIONS

POINT OF ORIGIN:

DESTINATION: 4610 FOOTHILL RD

CITY: OAKLAND, CA

CITY: OAKLAND, CA

JOB NO. 9504

P.O. No. 2903-1, 7

MATERIALS: A/B/DIRT

BRIDGE TOLLS:

EMPTY-

LOADED-

| NO. | SCALE TAG NO. | YARDS OR WEIGHT | LOADING TIME ARRIVE | LOADING TIME LEAVE | LOADING STAND BY | UNLOADING TIME ARRIVE | UNLOADING TIME LEAVE | UNLOADING STAND BY |
|---|---|---|---|---|---|---|---|---|
| 1 | 7327832 | 19:57 | 6:30 | 6:45 | | 7:10 | 7:25 | |
| 2 | | | | | | | | |
| 3 | 7327853 | 20:00 | 7:40 | 8:00 | | 8:15 | 8:30 | |
| 4 | | | | | | | | |
| 5 | 7327885 | 17:38 | 8:45 | 9:00 | | 9:15 | 9:30 | |
| 6 | | | | | | | | |
| 7 | 7327912 | 18:75 | 9:45 | 10:00 | | 10:15 | 10:25 | |
| 8 | 7327970 | 18:52 | 10:40 | 11:00 | | 11:20 | 11:35 | |
| 9 | 7328005 | 17:54 | 11:55 | 12:15 | | 12:30 | 12:45 | |
| RTN | 1883824 | 22:73 | 19:50 | 1:05 | | 9:10 | 9:40 | |
| 11 | TIME SIGNED OUT: | | 1:05 | 4:10 | | | | |
| 12 | TOTAL LOADS HAULED: | | | 7 | | | | |
| 13 | | | | | | | | |
| 14 | SIGNED OUT LOADED (CIRCLE) | | | (YES) / NO | | | | |
| 15 | SIGNED OUT BY: (PRINT) | | Jose Lopez | | | | | |
| 16 | | | D-LINE Constructors | | | | | |

RETURN TIME AND STOP TIME CALCULATION
(TIMES ARE BASED ON THE LAST LOAD OF THE DAY)

| | | |
|---|---|---|
| A | TIME LEAVE - LOADING Enter the time you left after loading your final load. | |
| B | TIME ARRIVE - UNLOADING Enter the time you arrived for unloading your final load. | |
| C | RETURN TIME Subtract the time for *(Item A)* from the time for *(Item B)* and enter the result here. | |
| D | TIME LEAVE = UNLOADING Enter the time you left after unloading your final load. | |
| E | STOP TIME Add the time for *(Item C)* to the time for *(Item D)* and enter the result here and below. | |

**COMMENTS**

1883824 22.73
7327832 19.57
7327853 20.00
7327885 17.38
7327912 18.75
7327970 18.52
7328005 17.54

→ LAST LOAD DUMP AT ALTAMONT LANDFI

9.7 HRS

EARLY START

START TIME 6:30 | STOP TIME 4:10 | DEDUCT TIME ϕ

NET TIME HRS. 9:40 MIN. ϕ

DRIVER'S SIGNATURE

RECEIVED BY X Jose A. Lopez 9:40

All truck orders are subject to availability.

*Attorney's Fees: In the event the parties hereto become involved in litigation arising out of this contract, or the performance of breach thereof, the court in such litigation, or in a separate suit, shall award reasonable costs, expenses and attorney's fees to the prevailing party. The court shall not be bound by any court fee schedule, and may, in the interest of justice, award the full amount of costs, expenses and attorney's fees incurred in good faith.* All bills due and payable by the 10th of the month. 2% per month charged on past due accounts. This is an annual percentage rate of 24%. Super Dump, Super Tens and Ten Wheelers are hourly unless otherwise agreed upon by both parties in writing.

THESE CHARGES INCLUDE (1) FEES TO PAY FOR REGULATION OF TRANSPORTATION COMPANIES BY THE STATE OF CALIFORNIA, AND (2) TAXES PAID TO CALIFORNIA CITIES INSTEAD OF EXCISE OR BUSINESS LICENSE TAXES THEY COULD OTHERWISE IMPOSE.

NOTICE: SUN TRUCKING LLC is a vendor not a subcontractor. SUN TRUCKING LLC is not responsible for loss of production or damages.

**ALL FREIGHT BILLS TO BE TURNED INTO SUN TRUCKING LLC WITHIN 2 DAYS OF WORK OR YOUR PAYMENT MAY BE DELAYED.**

**SUN TRUCKING LLC is NOT responsible for ANY HAZARDOUS MATERIALS**

**OFFICE USE ONLY**

| | |
|---|---|
| TOTAL HOURS OR TONS | |
| RATE PER HOUR OR TON | $ |
| | |
| BRIDGE TOLLS | $ |
| STAND BY | $ |
| | |
| TOTAL CHARGES | $ |

OFFICE COPY

WEIGHMASTER-Altamont Landfill & RRF
10840 Altamont Pass Road
Livermore, CA, 94551
Ph: (925)455-7300

Reprint
Ticket# 1883824

Customer Name SSTrucking S AND S TRUCKING
Ticket Date 08/28/2025
Payment Type Credit Account
Manual Ticket#
Billing # 0000527
Manifest WAM
PO
Profile 670340CA (CLASS II COVER SOIL)
Generator OAKLAND UNIFIED-4529 OAKLAND UNIFIED SCHOOL DISTRICT 4610 FOOTHILL BLVD OAKL

Carrier GEN Altamont Generic
Vehicle# 68681x1
Container
BRAR CARRIER 327
License#

| | Time | Scale | Deputy Weighmaster | Inbound | | |
|---|---|---|---|---|---|---|
| In | 08/28/2025 14:06:55 | Scale 3 I | Tyler Canady | | Gross | 73520 lb |
| Out | 08/28/2025 14:31:13 | Scale1 Inb | Tyler Canady | | Tare | 28060 lb |
| | | | | | Net | 45460 lb |
| | | | | | Tons | 22.73 |

Comments

| | Product | LD% | Qty | UOM | Rate | Tax | Amount | Origin |
|---|---|---|---|---|---|---|---|---|
| 1 | C2 Cover RGC-Tons | 100 | 22.73 | Tons | | | | Oakland |

Total Tax
Total Ticket

Driver`s Signature

WEIGHMASTER CERTIFICATE

THIS IS TO CERTIFY that the following described commodity was weighed, measured,or counted by a weighmaster, whose signature is on this certificate, who is a recognized authority of accuracy, as prescribed by Chapter 7 (commencing with section 12700) of Division 5 of the California Business and Professions Code, administered by the Division of Measurement Standards of the California Department of Food and Agriculture.




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(510) 638-7188

sales@argentmaterials.com

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**Ticket #:** 7327832
**Date:** 8/28/2025
**Time:** 6:58 AM

**DRIVER DELIVERY LOCATION**

Ticket Note:

| | |
|---|---|
| Order: | 15490 - Fremont HS- 4610 Foothill |
| Customer: | 1430 - D-Line Constructors |
| Product: | 100 - Class II AB 3/4" - Recycle |
| Truck: | BENNY1B - Truck |
| PO #: | |
| Job #: | 2504 |

| | Tons | Pounds |
|---|---|---|
| Gross: | 33.56 | 67,120 |
| Tare: | 13.99 | 27,980 |
| Net: | 19.57 | 39,140 |
| | 19.57 | Ton |

**Loads Today:** 2 **TRUXID:**
**Units Today:** 40.36

DRIVER SIGNATURE:

Weighmaster: Jackie Madrigal

Drivers:
You are responsible for "Ticket Dispensation"
Keep one copy of this ticket for your records and give one copy to your Customer. Reprinted ticket copies (mailed or emailed) will incur a fee of $2.00 per ticket.

Ticket Dispensation
, of this ticket for your records and give
opy to your Customer. Reprinted ticket copies
(mailed or emailed) will incur a fee of $2.00 per ticket.




8300 Baldwin Street, Oakland, CA 94621

(510) 638-7188

sales@argentmaterials.com

THIS IS TO CERTIFY that the following described commodity was weighed and measured, or counted by a weighmaster, whose signature is on this certificate, who is a recognized authority of accuracy, as prescribed by Chapter 7 (commencing with Section 12700) of Division 5 of the California Business and Professions Code, administered by the Division of Measurement Standards of California Department of Food and Agriculture

**Ticket #:** 7327853
**Date:** 8/28/2025
**Time:** 7:44 AM

**DRIVER DELIVERY LOCATION**

Ticket
Note:

| | |
|---|---|
| Order: | 15490 - Fremont HS- 4610 Foothill |
| Customer: | 1430 - D-Line Constructors |
| Product: | 100 - Class II AB 3/4" - Recycle |
| Truck: | BENNY1B - Truck |
| PO #: | |
| Job #: | 2504 |

| | Tons | Pounds |
|---|---|---|
| Gross: | 33.99 | 67,980 |
| Tare: | 13.99 | 27,980 |
| Net: | 20.00 | 40,000 |
| | 20.00 | Ton |

**Loads Today:** 4 **TRUXID:**
**Units Today:** 78.73

DRIVER SIGNATURE:

Weighmaster: Jackie Madrigal

Drivers:
You are responsible for "Ticket Dispensation"
Keep one copy of this ticket for your records and give one copy to your Customer. Reprinted ticket copies (mailed or emailed) will incur a fee of $2.00 per ticket.




8300 Baldwin Street, Oakland, CA 94621

(510) 638-7188

sales@argentmaterials.com

THIS IS TO CERTIFY that the following described commodity was weighed and measured, or counted by a weighmaster, whose signature is on this certificate, who is a recognized authority of accuracy, as prescribed by Chapter 7 (commencing with Section 12700) of Division 5 of the California Business and Professions Code, administered by the Division of Measurement Standards of California Department of Food and Agriculture

**Ticket #:** 7327885
**Date:** 8/28/2025
**Time:** 8:58 AM

**DRIVER DELIVERY LOCATION**

Ticket Note:

| | |
|---|---|
| Order: | 15490 - Fremont HS- 4610 Foothill |
| Customer: | 1430 - D-Line Constructors |
| Product: | 100 - Class II AB 3/4" - Recycle |
| Truck: | BENNY1B - Truck |
| PO #: | |
| Job #: | 2504 |

| | Tons | Pounds |
|---|---|---|
| Gross: | 31.37 | 62,740 |
| Tare: | 13.99 | 27,980 |
| Net: | 17.38 | 34,760 |
| | 17.38 | Ton |

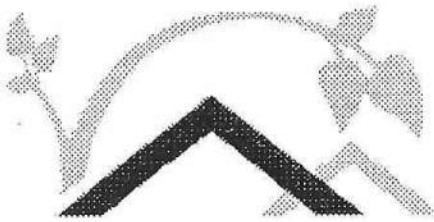
**Loads Today:** 7 **TRUXID:**
**Units Today:** 135.00

DRIVER SIGNATURE:

Weighmaster: Bob Warren

Weighmaster: Bob Warren

Drivers:
You are responsible for "Ticket Dispensation"
Keep one copy of this ticket for your records and give one copy to your Customer. Reprinted ticket copies (mailed or emailed) will incur a fee of $2.00 per ticket.
~~~



ARGENT MATERIALS

8300 Baldwin Street, Oakland, CA 94621

(510) 638-7188

sales@argentmaterials.com

THIS IS TO CERTIFY that the following described commodity was weighed and measured, or counted by a weighmaster, whose signature is on this certificate, who is a recognized authority of accuracy, as prescribed by Chapter 7 (commencing with Section 12700) of Division 5 of the California Business and Professions Code, administered by the Division of Measurement Standards of California Department of Food and Agriculture

**Ticket #:** 7327912
**Date:** 8/28/2025
**Time:** 9:46 AM

**DRIVER DELIVERY LOCATION**

Ticket Note:

| | |
|---|---|
| Order: | 15490 - Fremont HS- 4610 Foothill |
| Customer: | 1430 - D-Line Constructors |
| Product: | 100 - Class II AB 3/4" - Recycle |
| Truck: | BENNY1B - Truck |
| PO #: | |
| Job #: | 2504 |

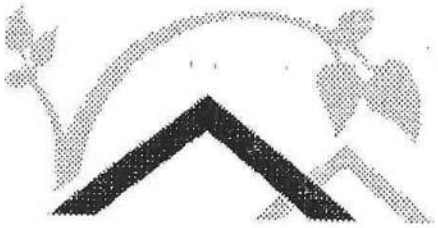
| | Tons | Pounds |
|---|---|---|
| Gross: | 32.74 | 65,480 |
| Tare: | 13.99 | 27,980 |
| Net: | 18.75 | 37,500 |
| | 18.75 | Ton |

**Loads Today:** 10 **TRUXID:**
**Units Today:** 193.86

DRIVER SIGNATURE:

Weighmaster: Bob Warren
~~~

(mailed or emailed) will incur a .



ARGENT MATERIALS

8300 Baldwin Street, Oakland, CA 94621

(510) 638-7188

sales@argentmaterials.com

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**Ticket #:** 7327970
**Date:** 8/28/2025
**Time:** 11:14 AM

**DRIVER DELIVERY LOCATION**

Ticket Note:

| | |
|---|---|
| Order: | 15490 - Fremont HS- 4610 Foothill |
| Customer: | 1430 - D-Line Constructors |
| Product: | 100 - Class II AB 3/4" - Recycle |
| Truck: | BENNY1B - Truck |
| PO #: | |
| Job #: | 2504 |

| | Tons | Pounds |
|---|---|---|
| Gross: | 32.51 | 65,020 |
| Tare: | 13.99 | 27,980 |
| Net: | 18.52 | 37,040 |
| | 18.52 | Ton |

**Loads Today:** 14
**Units Today:** 269.81

**TRUXID:**

DRIVER SIGNATURE:

Weighmaster: Bob Warren

Drivers:
You are responsible for "Ticket Dispensation"
Keep one copy of this ticket for your records and give one copy to your Customer. Reprinted ticket copies (mailed or emailed) will incur a fee of $2.00 per ticket.




8300 Baldwin Street, Oakland, CA 94621

(510) 638-7188

sales@argentmaterials.com

THIS IS TO CERTIFY that the following described commodity was weighed and measured, or counted by a weighmaster, whose signature is on this certificate, who is a recognized authority of accuracy, as prescribed by Chapter 7 (commencing with Section 12700) of Division 5 of the California Business and Professions Code, administered by the Division of Measurement Standards of California Department of Food and Agriculture

**Ticket #:** 7328005
**Date:** 8/28/2025
**Time:** 12:25 PM

**DRIVER DELIVERY LOCATION**

Ticket Note:

| | |
|---|---|
| Order: | 15490 - Fremont HS- 4610 Foothill |
| Customer: | 1430 - D-Line Constructors |
| Product: | 100 - Class II AB 3/4" - Recycle |
| Truck: | BENNY1B - Truck |
| PO #: | |
| Job #: | 2504 |

| | Tons | Pounds |
|---|---|---|
| Gross: | 31.53 | 63,060 |
| Tare: | 13.99 | 27,980 |
| Net: | 17.54 | 35,080 |
| | 17.54 | Ton |

**Loads Today:** 17 **TRUXID:**
**Units Today:** 326.93

DRIVER SIGNATURE:

Weighmaster: Bob Warren

**Drivers:**
You are responsible for "Ticket Dispensation"
Keep one copy of this ticket for your records and give one copy to your Customer. Reprinted ticket copies (mailed or emailed) will incur a fee of $2.00 per ticket.

S&S TRUCKING
A DBA of SN Sands Corp

P.O. Box 14046 Oakland, CA 94614-2046

Mailing
477 Roland Way Oakland, CA 94621-2014

PH. (510) 383-3556 Fax (510) 383-2917

# Invoice

| Invoice # | Date |
|---|---|
| 250905-05 | 09/05/25 |

| Customer PO # | Salesman | Period Ending | Payment Terms | Job |
|---|---|---|---|---|
| 2504 | | 09/05/25 | Net 30 | 2903-(2504) 4610 Foothill Blvd |

| Date | Ticket # | Tractor | Qty | Units | Description | Rate | Amount | Tax |
|---|---|---|---|---|---|---|---|---|
| 08/26 | 270429 - 1882742 | 357 | 24.77 | Tons | Class II ADC(2) | $40.80 | $1,010.62 | ☐ |
| 08/26 | 270429 - 1882877 | 357 | 21.54 | Tons | Class II ADC(2) | $40.80 | $878.83 | ☐ |
| 08/26 | 270429 - 1882988 | 357 | 20.22 | Tons | Class II ADC(2) | $40.80 | $824.98 | ☐ |
| 08/26 | 260898 - 1882753 | 457 | 24.18 | Tons | Class II ADC(2) | $40.80 | $986.54 | ☐ |
| 08/26 | 260898 - 1882901 | 457 | 20.96 | Tons | Class II ADC(2) | $40.80 | $855.17 | ☐ |
| 08/26 | 260898 - 1882998 | 457 | 24.39 | Tons | Class II ADC(2) | $40.80 | $995.11 | ☐ |
| 08/26 | 270437 - 1882735 | 557 | 25.95 | Tons | Class II ADC(2) | $40.80 | $1,058.76 | ☐ |
| 08/26 | 270437 - 1882873 | 557 | 21.83 | Tons | Class II ADC(2) | $40.80 | $890.66 | ☐ |
| 08/26 | 270437 - 1882973 | 557 | 19.74 | Tons | Class II ADC(2) | $40.80 | $805.39 | ☐ |
| 08/26 | 260884 - 1882734 | 657 | 26.12 | Tons | Class II ADC(2) | $40.80 | $1,065.70 | ☐ |
| 08/26 | 260884 - 1882868 | 657 | 24.90 | Tons | Class II ADC(2) | $40.80 | $1,015.92 | ☐ |
| 08/26 | 260884 - 1882974 | 657 | 22.81 | Tons | Class II ADC(2) | $40.80 | $930.65 | ☐ |
| 08/26 | 8555 - 1882756 | 72 | 25.10 | Tons | Class II ADC(2) | $40.80 | $1,024.08 | ☐ |
| 08/26 | 8555 - 1882888 | 72 | 22.38 | Tons | Class II ADC(2) | $40.80 | $913.10 | ☐ |
| 08/26 | 8555 - 1882989 | 72 | 22.69 | Tons | Class II ADC(2) | $40.80 | $925.75 | ☐ |
| 08/26 | 8545 - 1882750 | 76 | 24.50 | Tons | Class II ADC(2) | $40.80 | $999.60 | ☐ |
| 08/26 | 8545 - 1882878 | 76 | 20.90 | Tons | Class II ADC(2) | $40.80 | $852.72 | ☐ |
| 08/26 | 8545 - 1882986 | 76 | 25.77 | Tons | Class II ADC(2) | $40.80 | $1,051.42 | ☐ |
| 08/26 | 273257 - 1882772 | S47 | 18.92 | Tons | Class II ADC(2) | $40.80 | $771.94 | ☐ |
| 08/26 | 273257 - 1882930 | S47 | 18.29 | Tons | Class II ADC(2) | $40.80 | $746.23 | ☐ |
| 08/26 | 273257 - 1883042 | S47 | 18.08 | Tons | Class II ADC(2) | $40.80 | $737.66 | ☐ |
| 08/26 | 273671 - 1882745 | S49 | 21.31 | Tons | Class II ADC(2) | $40.80 | $869.45 | ☐ |
| 08/26 | 273671 - 1882899 | S49 | 16.36 | Tons | Class II ADC(2) | $40.80 | $667.49 | ☐ |
| 08/26 | 273671 - 1883020 | S49 | 18.02 | Tons | Class II ADC(2) | $40.80 | $735.22 | ☐ |
| 08/26 | 272482 - 1882746 | S59 | 22.27 | Tons | Class II ADC(2) | $40.80 | $908.62 | ☐ |
| 08/26 | 272482 - 1882898 | S59 | 17.16 | Tons | Class II ADC(2) | $40.80 | $700.13 | ☐ |
| 08/26 | 272482 - 1883025 | S59 | 19.06 | Tons | Class II ADC(2) | $40.80 | $777.65 | ☐ |
| 08/26 | 274131 - 1882748 | S63 | 22.32 | Tons | Class II ADC(2) | $40.80 | $910.66 | ☐ |
| 08/26 | 274131 - 1882897 | S63 | 20.09 | Tons | Class II ADC(2) | $40.80 | $819.67 | ☐ |
| 08/26 | 274131 - 1883031 | S63 | 20.15 | Tons | Class II ADC(2) | $40.80 | $822.12 | ☐ |

| Bill to Customer | 1057 |
|---|---|

Comments:

D-LINE CONSTRUCTORS, INC.
2744 East 11th Street, Unit H 14
ATTN: ACCOUNTS PAYABLE
OAKLAND, CA 94601

250905-05

Copyright © 1997 - 2025 HaulWare.com

| Totals |
| --- |
| 650.78 Tons |

| | |
| --- | --- |
| Tax: | $0.00 |
| Invoice Total | $26,551.84 |
| Please Pay | $26,551.84 |

| Payment Due: | 10/05/25 |
| --- | --- |

| Bill to Customer | 1057 |
| --- | --- |

Comments:

D-LINE CONSTRUCTORS, INC.
2744 East 11th Street, Unit H 14
ATTN: ACCOUNTS PAYABLE
OAKLAND, CA 94601

250905-05

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OFFICE COPY

TAGS MUST BE TURNED IN NO LATER THAN 2 DAYS

| S | M | T | W | T | F | S |
|---|---|---|---|---|---|---|

Date 08 / 26 2025

TRUCK NO. 357 TRAILER NO. S.T.

SUB HAULER GARCHA TRANS INC

S&S SUB HAULER #

PRIME CARRIER GARCHA TRANS INC



Dirt • Rock
Sand • Gravel

# S&S TRUCKING

A DBA of SN SANDS CORP.
CA 25119
Specializing in Construction Trucking

477 ROLAND WAY
OAKLAND, CA 94621-2014
(510) 383-3556 • (510) 383-2917 FAX
WWW.SNSANDS.COM

S.B.E.
D.B.E.
M.B.E.
Certified

**SHIPPING ORDER and FREIGHT BILL**
270429

AUG 29 2025

| TYPE OF LOADING | EQUIPMENT |
|---|---|
| ☐ BUNKER ☐ BELT | ☐ TRANSPORT ☐ SEMI BOTTOM |
| ☐ POWER ☐ HAND | ☐ FLATBED ☐ TRANSFER |
| NO. OF AXLES | ☐ HIGHSIDE ☐ 10-WHEELER |
| 04 | ☐ END DUMP ☐ SUPER DUMP |
| | ☐ DOUBLE BOTTOM ☑ SUPER TAG |

SHIPPER D. Line

POINT OF ORIGIN 4610 Foothill Blvd

CITY Oakland CA

RECEIVER CONSIGNEE

DESTINATION Altamont Landfill

CITY Livermore CA

TIME STARTED LAST LOAD (SAME AS TIME LEAVE LOADING)–

TIME ARRIVED TO DUMP LAST LOAD (SAME AS TIME ARRIVE UNLOADING)–

NET RUNNING TIME LAST LOAD (DIFFERENCE OF TIME LEAVE LOADING AND TIME ARRIVE LOADING)–

TIME FINISHED DUMP LAST LOAD (SAME AS TIME LEAVE UNLOADING)–

TIME ALLOWED TO RETURN, SAME AS NET RUNNING TIME LAST LOAD ( FIGURE SAME AS #3 ABOVE)–

TAG NO.

P.O. NO.

FUEL GAL.

UNLADEN WEIGHT EMPTY

JOB NO. 2903-2

OIL GAL.

MATERIALS TYPE

| NO. | SCALE TAG NO. | YARDS OR WEIGHT TONS NET IS | LOADING TIME ARRIVE | LOADING TIME LEAVE | LOADING STAND BY | UNLOADING TIME ARRIVE | UNLOADING TIME LEAVE | UNLOADING STAND BY | P.O. # or COMMENTS | TOLLS | BILLING |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 1 | 1882748 | 24.77 | 6-55 | 7-05 | | 8-03 | 8-32 | | | | |
| 2 | 1882877 | 21.54 | 9-35 | 9-48 | | 10-45 | 11-10 | | | | |
| 3 | 1882988 | 20.22 | 12-03 | 12-20 | | 1-10 | 1-30 | | | | |
| 4 | | | 2-35 | | | | | | | | |
| 5 | | | | | | | | | | | |
| 6 | | | | | | | | | | | |
| 7 | | | | | | | | | | | |
| 8 | | | | | | | | | | | |
| 9 | | | | | | | | | | | |
| 10 | | | | | | | | | | | |
| 11 | | | | | | | | | | | |
| 12 | | | | | | | | | | | |
| 13 | | | | | | | | | | | |
| 14 | 1882742 | 24.77 | | | | | | | | | |
| 15 | 1882877 | 21.54 | | | | | | | | | |
| 16 | 1882988 | 20.22 | | | | | | | | | |

MUST BE TURNED IN WITHIN 2 DAYS COMPLETED ATTACH ALL SCALE TAGS

TIME SIGNED OUT: 12:20

TOTAL LOADS HAULED: 3

SIGNED OUT LOADED(CIRCLE): YES / NO

SIGNED OUT BY: (PRINT) Omar A

D-LINE constructors

TOTAL TONS 66.53

DUMPS/MATERIAL CHARGED TO:

START TIME 6-55 AM PM

STOP TIME 2-35 AM PM

DEDUCT TIME 0

NET TIME HRS. MIN.

California law requires all employees to take a lunch break and to take a rest break around mid-morning, and another around mid-afternoon.

CONTRACTOR INITIAL HERE FOR NO LUNCH

DRIVER'S SIGNATURE Rajinder Singh

All bills are due and payable by the 10th of the month. Past due amounts subject to charge of 2% per month or maximum amount permitted by law, whichever is greater. Customers will be responsible for all court and attorney costs for collection.

Notice: Our drivers will make every effort to place material where customers designate, but the company assumes no responsibility for damage inside curb or property line. No claims allowed unless made when material is delivered and received.

Owners and/or agents signature confirms owners and/or agents acceptance of these terms.

SIGNATURE Omar A DATE

Your signature on this form is acceptance of the materials delivered / received.

IF MATERIAL OR DUMPS ARE CHARGED TO S&S KEEP ALL RECEIPTS AND ATTACH TO TAG

* BELOW EXCLUSIVE USE OF S&S ONLY *

| | |
|---|---|
| TOTAL HOURS OR TONS | |
| RATE PER HOUR OR TON | $ |
| TOTAL TRKG. | |
| MATERIAL | |
| TAX | |
| DUMPS | |
| BRIDGE TOLL | |
| TOTAL CHARGES | $ |

WEIGHMASTER-Altamont Landfill & RRF
10840 Altamont Pass Road
Livermore, CA, 94551
Ph: (925)455-7300

Reprint
Ticket# 1882742

Customer Name SSTrucking S AND S TRUCKING
Ticket Date 08/26/2025
Payment Type Credit Account
Manual Ticket#
Billing # 0000527
Manifest WAM
PO
Profile 670340CA (CLASS II COVER SOIL)
Generator OAKLAND UNIFIED-4529 OAKLAND UNIFIED SCHOOL DISTRICT 4610 FOOTHILL BLVD OAKL

Carrier GEN Altamont Generic
Vehicle# 82797R3
Container
GARCHA TRANS #357
License#

| | Time | Scale | Deputy Weighmaster | Inbound | | |
|---|---|---|---|---|---|---|
| In | 08/26/2025 08:13:59 | Scale 3 I | R Rojas | | Gross | 75220 lb |
| Out | 08/26/2025 08:13:59 | | R Rojas | | Tare | 25680 lb |
| | | | | | Net | 49540 lb |
| | | | | | Tons | 24.77 |

Comments

| | Product | LD% | Qty | UOM | Rate | Tax | Amount | Origin |
|---|---|---|---|---|---|---|---|---|
| 1 | C2 Cover RGC-Tons | 100 | 24.77 | Tons | | | | Oakland |

Total Tax
Total Ticket

Driver`s Signature

WEIGHMASTER CERTIFICATE

THIS IS TO CERTIFY that the following described commodity was weighed, measured,or counted by a weighmaster, whose signature is on this certificate, who is a recognized authority of accuracy, as prescribed by Chapter 7 (commencing with section 12700) of Division 5 of the California Business and Professions Code, administered by the Division of Measurement Standards of the California Department of Food and Agriculture.

WEIGHMASTER-Altamont Landfill & RRF
10840 Altamont Pass Road
Livermore, CA, 94551
Ph: (925)455-7300

Reprint
Ticket# 1882877

Customer Name SSTrucking S AND S TRUCKING
Ticket Date 08/26/2025
Payment Type Credit Account
Manual Ticket#
Billing # 0000527
Manifest WAM
PO
Profile 670340CA (CLASS II COVER SOIL)
Generator OAKLAND UNIFIED-4529 OAKLAND UNIFIED SCHOOL DISTRICT 4610 FOOTHILL BLVD OAKL

Carrier GEN Altamont Generic
Vehicle# 82797R3
Container
GARCHA TRANS #357
License#

| | Time | Scale | Deputy Weighmaster | Inbound | | |
|---|---|---|---|---|---|---|
| In | 08/26/2025 10:47:29 | Scale 3 I | R Rojas | | Gross | 68760 lb |
| Out | 08/26/2025 10:47:29 | | R Rojas | | Tare | 25680 lb |
| | | | | | Net | 43080 lb |
| | | | | | Tons | 21.54 |

Comments

| | Product | LD% | Qty | UOM | Rate | Tax | Amount | Origin |
|---|---|---|---|---|---|---|---|---|
| 1 | C2 Cover RGC-Tons | 100 | 21.54 | Tons | | | | Oakland |

Total Tax
Total Ticket

Driver`s Signature

WEIGHMASTER CERTIFICATE

THIS IS TO CERTIFY that the following described commodity was weighed, measured,or counted by a weighmaster, whose signature is on this certificate, who is a recognized authority of accuracy, as prescribed by Chapter 7 (commencing with section 12700) of Division 5 of the California Business and Professions Code, administered by the Division of Measurement Standards of the California Department of Food and Agriculture.

WEIGHMASTER-Altamont Landfill & RRF
10840 Altamont Pass Road
Livermore, CA, 94551
Ph: (925)455-7300

Reprint
Ticket# 1882988

Customer Name SSTrucking S AND S TRUCKING
Ticket Date 08/26/2025
Payment Type Credit Account
Manual Ticket#
Billing # 0000527
Manifest WAM
PO
Profile 670340CA (CLASS II COVER SOIL)
Generator OAKLAND UNIFIED-4529 OAKLAND UNIFIED SCHOOL DISTRICT 4610 FOOTHILL BLVD OAKL

Carrier GEN Altamont Generic
Vehicle# 82797R3
Container
GARCHA TRANS #357
License#

| | Time | Scale | Deputy Weighmaster | Inbound | | |
|---|---|---|---|---|---|---|
| In | 08/26/2025 13:11:48 | Scale 3 I | Tyler Canady | | Gross | 66120 lb |
| Out | 08/26/2025 13:11:48 | | Tyler Canady | | Tare | 25680 lb |
| | | | | | Net | 40440 lb |
| | | | | | Tons | 20.22 |

Comments

| | Product | LD% | Qty | UOM | Rate | Tax | Amount | Origin |
|---|---|---|---|---|---|---|---|---|
| 1 | C2 Cover RGC-Tons | 100 | 20.22 | Tons | | | | Oakland |

Total Tax
Total Ticket

Driver`s Signature

WEIGHMASTER CERTIFICATE

THIS IS TO CERTIFY that the following described commodity was weighed, measured,or counted by a weighmaster, whose signature is on this certificate, who is a recognized authority of accuracy, as prescribed by Chapter 7 (commencing with section 12700) of Division 5 of the California Business and Professions Code, administered by the Division of Measurement Standards of the California Department of Food and Agriculture.

OFFICE COPY

TAGS MUST BE TURNED IN NO LATER THAN 2 DAYS

S | M | T | W | T | F | S

Date 08 / 26 20 25

TRUCK NO. 457 TRAILER NO. ST

SUB HAULER GARCHA TRANS INC

S&S SUB HAULER #

PRIME CARRIER GARCHA TRANS INC

# S&S TRUCKING

A DBA of SN SANDS CORP.
CA 25119
Specializing in Construction Trucking

Dirt • Rock
Sand • Gravel

477 ROLAND WAY
OAKLAND, CA 94621-2014
(510) 383-3556 • (510) 383-2917 FAX
WWW.SNSANDS.COM

S.B.E.
D.B.E.
M.B.E.
Certified

**SHIPPING ORDER and FREIGHT BILL**
260898

AUG 29 2025

TYPE OF LOADING
☐ BUNKER ☐ BELT
☐ POWER ☐ HAND

NO. OF AXLES
04

EQUIPMENT
☐ TRANSPORT ☐ SEMI BOTTOM
☐ FLATBED ☐ TRANSFER
☐ HIGHSIDE ☐ 10-WHEELER
☐ END DUMP ☐ SUPER DUMP
☐ DOUBLE BOTTOM ☑ SUPER TAG

SHIPPER D-LINE

POINT OF ORIGIN 4610 FOOTHILL BLVD

CITY OAKLAND

RECEIVER CONSIGNEE ALTAMONT

DESTINATION

CITY LIVERMORE

TIME STARTED LAST LOAD (SAME AS TIME LEAVE LOADING)–

TIME ARRIVED TO DUMP LAST LOAD (SAME AS TIME ARRIVE UNLOADING)–

NET RUNNING TIME LAST LOAD (DIFFERENCE OF TIME LEAVE LOADING AND TIME ARRIVE LOADING)–

TIME FINISHED DUMP LAST LOAD (SAME AS TIME LEAVE UNLOADING)–

TIME ALLOWED TO RETURN, SAME AS NET RUNNING TIME LAST LOAD ( FIGURE SAME AS #3 ABOVE)–

TAG NO.

P.O. NO.

FUEL GAL.

UNLADEN WEIGHT EMPTY

JOB NO. 2903-2

OIL GAL.

| NO. | MATERIALS TYPE / SCALE TAG NO. | YARDS OR WEIGHT TONS NET IS | LOADING TIME ARRIVE | LOADING TIME LEAVE | LOADING STAND BY | UNLOADING TIME ARRIVE | UNLOADING TIME LEAVE | UNLOADING STAND BY | P.O. # or COMMENTS | TOLLS | BILLING |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 1 | 1882753 | 24.18 | 6:57 | 7:30 | | 8:25 | 8:50 | | | | |
| 2 | 1882901 | 20.96 | 10:00 | 10:22 | | 11:10 | 11:35 | | | | |
| 3 | 1882998 | 24.39 | 12:20 | 12:35 | | 1:25 | 1:50 | | | | |
| 4 | | | 2:45 | | | | | | | | |
| 5 | | | | | | | | | | | |
| 6 | | | | 1230 | | | | | | | |
| 7 | | | TIME SIGNED OUT: | TIME SIGNED OUT | | | | | | | |
| 8 | | | TOTAL LOADS HAULED: | TOTAL LOADS HAULED: 3 | | | | | | | |
| 9 | | | SIGNED OUT LOADED (CIRCLE): YES / NO | SIGNED OUT LOADED (CIRCLE): YES / NO | | | | | | | |
| 10 | | | SIGNED OUT BY: (PRINT) | Jose Lopez | | | | | TOTAL TONS = 69.53 | | |
| 11 | | | | D-LINE constructors | | | | | | | |
| 12 | | | | | | | | | | | |
| 13 | | | | | | | | | | | |
| 14 | 1882753 | 24.18 | | 69.53 TONS | | | | | | | |
| 15 | 1882901 | 20.96 | | | | | | | | | |
| 16 | 1882998 | 24.39 | | | | | | | | | |

DUMPS/MATERIAL CHARGED TO:

IF MATERIAL OR DUMPS ARE CHARGED TO S&S KEEP ALL RECEIPTS AND ATTACH TO TAG

START TIME 6:57 AM PM

STOP TIME 2:45 AM PM

DEDUCT TIME 0

NET TIME HRS. MIN.

California law requires all employees to take a lunch break and to take a rest break around mid-morning, and another around mid-afternoon.

CONTRACTOR INITIAL HERE FOR NO LUNCH: 0

DRIVER'S SIGNATURE

All bills are due and payable by the 10th of the month. Past due amounts subject to charge of 2% per month or maximum amount permitted by law, whichever is greater. Customers will be responsible for all court and attorney costs for collection.

Notice: Our drivers will make every effort to place material where customers designate, but the company assumes no responsibility for damage inside curb or property line. No claims allowed unless made when material is delivered and received.

**Owners and/or agents signature confirms owners and/or agents acceptance of these terms.**

SIGNATURE Jose A. Lopez DATE 08/26/25

* BELOW EXCLUSIVE USE OF S&S ONLY *

| | |
|---|---|
| TOTAL HOURS OR TONS | |
| RATE PER HOUR OR TON | $ |
| TOTAL TRKG. | |
| MATERIAL | |
| TAX | |
| DUMPS | |
| BRIDGE TOLL | |
| TOTAL CHARGES | $ |

WEIGHMASTER-Altamont Landfill & RRF
10840 Altamont Pass Road
Livermore, CA, 94551
Ph: (925)455-7300

Reprint
Ticket# 1882753

Customer Name SSTrucking S AND S TRUCKING
Ticket Date 08/26/2025
Payment Type Credit Account
Manual Ticket#
Billing # 0000527
Manifest WAM
PO
Profile 670340CA (CLASS II COVER SOIL)
Generator OAKLAND UNIFIED-4529 OAKLAND UNIFIED SCHOOL DISTRICT 4610 FOOTHILL BLVD OAKL

Carrier GEN Altamont Generic
Vehicle# 97416D4
Container
457 GARCHA
License#

| | Time | Scale | Deputy Weighmaster | Inbound |
|---|---|---|---|---|
| In | 08/26/2025 08:26:27 | Scale 3 I | R Rojas | |
| Out | 08/26/2025 08:26:27 | | R Rojas | |

| | |
|---|---|
| Gross | 75840 lb |
| Tare | 27480 lb |
| Net | 48360 lb |
| Tons | 24.18 |

Comments

| | Product | LD% | Qty | UOM | Rate | Tax | Amount | Origin |
|---|---|---|---|---|---|---|---|---|
| 1 | C2 Cover RGC-Tons | 100 | 24.18 | Tons | | | | Oakland |

Total Tax
Total Ticket

Driver`s Signature

WEIGHMASTER CERTIFICATE

THIS IS TO CERTIFY that the following described commodity was weighed, measured,or counted by a weighmaster, whose signature is on this certificate, who is a recognized authority of accuracy, as prescribed by Chapter 7 (commencing with section 12700) of Division 5 of the California Business and Professions Code, administered by the Division of Measurement Standards of the California Department of Food and Agriculture.

WEIGHMASTER-Altamont Landfill & RRF
10840 Altamont Pass Road
Livermore, CA, 94551
Ph: (925)455-7300

Reprint
Ticket# 1882901

Customer Name SSTrucking S AND S TRUCKING
Ticket Date 08/26/2025
Payment Type Credit Account
Manual Ticket#
Billing # 0000527
Manifest WAM
PO
Profile 670340CA (CLASS II COVER SOIL)
Generator OAKLAND UNIFIED-4529 OAKLAND UNIFIED SCHOOL DISTRICT 4610 FOOTHILL BLVD OAKL

Carrier GEN Altamont Generic
Vehicle# 97416D4
Container
457 GARCHA
License#

| | Time | Scale | Deputy Weighmaster | Inbound |
|---|---|---|---|---|
| In | 08/26/2025 11:14:40 | Scale 3 I | R Rojas | |
| Out | 08/26/2025 11:14:40 | | R Rojas | |

| | |
|---|---|
| Gross | 69400 lb |
| Tare | 27480 lb |
| Net | 41920 lb |
| Tons | 20.96 |

Comments

| | Product | LD% | Qty | UOM | Rate | Tax | Amount | Origin |
|---|---|---|---|---|---|---|---|---|
| 1 | C2 Cover RGC-Tons | 100 | 20.96 | Tons | | | | Oakland |

Total Tax
Total Ticket

Driver`s Signature

WEIGHMASTER CERTIFICATE

THIS IS TO CERTIFY that the following described commodity was weighed, measured,or counted by a weighmaster, whose signature is on this certificate, who is a recognized authority of accuracy, as prescribed by Chapter 7 (commencing with section 12700) of Division 5 of the California Business and Professions Code, administered by the Division of Measurement Standards of the California Department of Food and Agriculture.

WEIGHMASTER-Altamont Landfill & RRF
10840 Altamont Pass Road
Livermore, CA, 94551
Ph: (925)455-7300

Reprint
Ticket# 1882998

Customer Name SSTrucking S AND S TRUCKING
Ticket Date 08/26/2025
Payment Type Credit Account
Manual Ticket#
Billing # 0000527
Manifest WAM
PO
Profile 670340CA (CLASS II COVER SOIL)
Generator OAKLAND UNIFIED-4529 OAKLAND UNIFIED SCHOOL DISTRICT 4610 FOOTHILL BLVD OAKL

Carrier GEN Altamont Generic
Vehicle# 97416D4
Container
457 GARCHA
License#

| | Time | Scale | Deputy Weighmaster | Inbound | | |
|---|---|---|---|---|---|---|
| In | 08/26/2025 13:27:41 | Scale 3 I | Tyler Canady | | Gross | 76260 lb |
| Out | 08/26/2025 13:27:41 | | Tyler Canady | | Tare | 27480 lb |
| | | | | | Net | 48780 lb |
| | | | | | Tons | 24.39 |

Comments

| | Product | LD% | Qty | UOM | Rate | Tax | Amount | Origin |
|---|---|---|---|---|---|---|---|---|
| 1 | C2 Cover RGC-Tons | 100 | 24.39 | Tons | | | | Oakland |

Total Tax
Total Ticket

Driver`s Signature

WEIGHMASTER CERTIFICATE

THIS IS TO CERTIFY that the following described commodity was weighed, measured,or counted by a weighmaster, whose signature is on this certificate, who is a recognized authority of accuracy, as prescribed by Chapter 7 (commencing with section 12700) of Division 5 of the California Business and Professions Code, administered by the Division of Measurement Standards of the California Department of Food and Agriculture.

OFFICE COPY

TAGS MUST BE TURNED IN NO LATER THAN 2 DAYS

S M T W T F S

Date 08 / 26 2025

TRUCK NO. 557 TRAILER NO. ST

SUB HAULER GARCHA TRANS INC

S&S SUB HAULER #

PRIME CARRIER GARCHA TRANS INC

# S&S TRUCKING

A DBA of SN SANDS CORP.
CA 25119
Specializing in Construction Trucking

Dirt • Rock
Sand • Gravel

477 ROLAND WAY
OAKLAND, CA 94621-2014
(510) 383-3556 • (510) 383-2917 FAX
WWW.SNSANDS.COM

S.B.E.
D.B.E.
M.B.E.
Certified

**SHIPPING ORDER and FREIGHT BILL**
270437

AUG 29 2025

TYPE OF LOADING: ☐ BUNKER ☐ BELT ☐ POWER ☐ HAND

NO. OF AXLES: 04

EQUIPMENT: ☐ TRANSPORT ☐ SEMI BOTTOM ☐ FLATBED ☐ TRANSFER ☐ HIGHSIDE ☐ 10-WHEELER ☐ END DUMP ☐ SUPER DUMP ☐ DOUBLE BOTTOM ☑ SUPER TAG

SHIPPER D-Line

POINT OF ORIGIN 4610 Foothill Blvd

CITY Oakland, CA

RECEIVER CONSIGNEE

DESTINATION Altamont Landfill

CITY Livermore, CA

TIME STARTED LAST LOAD (SAME AS TIME LEAVE LOADING)–

TIME ARRIVED TO DUMP LAST LOAD (SAME AS TIME ARRIVE UNLOADING)–

NET RUNNING TIME LAST LOAD (DIFFERENCE OF TIME LEAVE LOADING AND TIME ARRIVE LOADING)–

TIME FINISHED DUMP LAST LOAD (SAME AS TIME LEAVE UNLOADING)–

TIME ALLOWED TO RETURN, SAME AS NET RUNNING TIME LAST LOAD ( FIGURE SAME AS #3 ABOVE)–

TAG NO.

P.O. NO.

FUEL GAL.

UNLADEN WEIGHT EMPTY

JOB NO. 2903-2

OIL GAL.

MATERIALS TYPE

| NO. | SCALE TAG NO. | YARDS OR WEIGHT TONS NET IS | LOADING TIME ARRIVE | LOADING TIME LEAVE | LOADING STAND BY | UNLOADING TIME ARRIVE | UNLOADING TIME LEAVE | UNLOADING STAND BY | P.O. # or COMMENTS | TOLLS | BILLING |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 1 | 1882735 | 25.95 | 6:55 | 7:08 | | 7:54 | 8:18 | | | | |
| 2 | 1882873 | 21.83 | 9:25 | 9:47 | | 10:40 | 11:00 | | | | |
| 3 | 1882973 | 19.74 | 11:50 | 11:58 | | 12:55 | 1:15 | | | | |
| 4 | | | 9:30 | | | | | | | | |
| 5 | | | | | | | | | | | |
| 6 | | | | | | | | | | | |
| 7 | | | Singed out Loaded | | | | | | | | |
| 8 | 1882735 | 25.95 | | | | | | | | | |
| 9 | 1882873 | 21.83 | 3 Loads | | | | | | | | |
| 10 | 1882973 | 19.74 | | | | | | | | | |
| 11 | TIME SIGNED OUT: | 12:00 | | | | | | | | | |
| 12 | TOTAL LOADS HAULED: | 3 | | | | | | | TOTAL TONS = 67.52 | | |
| 13 | SIGNED OUT LOADED (CIRCLE) YES / NO | | | | | | | | | | |
| 14 | SIGNED OUT BY: | Omar A | | | | | | | | | |
| 15 | (PRINT) | D-LINE constructors | | | | | | | | | |
| 16 | | | | | | | | | | | |

MUST BE TURNED IN DAILY
TAGS COMP & SIGNED
ATTACH ALL SCALE TAGS

DUMPS/MATERIAL CHARGED TO:

START TIME 6:55 AM PM | STOP TIME AM PM | DEDUCT TIME 0 | NET TIME HRS. MIN.

California law requires all employees to take a lunch break and to take a rest break around mid-morning, and another around mid-afternoon.

CONTRACTOR INITIAL HERE FOR NO LUNCH: O

DRIVER'S SIGNATURE JS

All bills are due and payable by the 10th of the month. Past due amounts subject to charge of 2% per month or maximum amount permitted by law, whichever is greater. Customers will be responsible for all court and attorney costs for collection.

Notice: Our drivers will make every effort to place material where customers designate, but the company assumes no responsibility for damage inside curb or property line. No claims allowed unless made when material is delivered and received.

**Owners and/or agents signature confirms owners and/or agents acceptance of these terms.**

SIGNATURE Omar A DATE

(our signature on this form is acceptance of the materials delivered / received

**IF MATERIAL OR DUMPS ARE CHARGED TO S&S KEEP ALL RECEIPTS AND ATTACH TO TAG**

* BELOW EXCLUSIVE USE OF S&S ONLY *

| | |
|---|---|
| TOTAL HOURS OR TONS | |
| RATE PER HOUR OR TON | $ |
| TOTAL TRKG. | |
| MATERIAL | |
| TAX | |
| DUMPS | |
| BRIDGE TOLL | |
| TOTAL CHARGES | $ |

WEIGHMASTER-Altamont Landfill & RRF
10840 Altamont Pass Road
Livermore, CA, 94551
Ph: (925)455-7300

Reprint
Ticket# 1882735

Customer Name SSTrucking S AND S TRUCKING
Ticket Date 08/26/2025
Payment Type Credit Account
Manual Ticket#
Billing # 0000527
Manifest WAM
PO
Profile 670340CA (CLASS II COVER SOIL)
Generator OAKLAND UNIFIED-4529 OAKLAND UNIFIED SCHOOL DISTRICT 4610 FOOTHILL BLVD OAKL

Carrier GEN Altamont Generic
Vehicle# EP00297
Container
GARCHA TRANS INC #557
License#

| | Time | Scale | Deputy Weighmaster | Inbound | | |
|---|---|---|---|---|---|---|
| In | 08/26/2025 07:55:38 | Scale 3 I | R Rojas | | Gross | 80200 lb |
| Out | 08/26/2025 07:55:38 | | R Rojas | | Tare | 28300 lb |
| | | | | | Net | 51900 lb |
| | | | | | Tons | 25.95 |

Comments

| | Product | LD% | Qty | UOM | Rate | Tax | Amount | Origin |
|---|---|---|---|---|---|---|---|---|
| 1 | C2 Cover RGC-Tons | 100 | 25.95 | Tons | | | | Oakland |

Total Tax
Total Ticket

Driver`s Signature

WEIGHMASTER CERTIFICATE

THIS IS TO CERTIFY that the following described commodity was weighed, measured,or counted by a weighmaster, whose signature is on this certificate, who is a recognized authority of accuracy, as prescribed by Chapter 7 (commencing with section 12700) of Division 5 of the California Business and Professions Code, administered by the Division of Measurement Standards of the California Department of Food and Agriculture.

WEIGHMASTER-Altamont Landfill & RRF
10840 Altamont Pass Road
Livermore, CA, 94551
Ph: (925)455-7300

Reprint
Ticket# 1882873

Customer Name SSTrucking S AND S TRUCKING
Ticket Date 08/26/2025
Payment Type Credit Account
Manual Ticket#
Billing # 0000527
Manifest WAM
PO
Profile 670340CA (CLASS II COVER SOIL)
Generator OAKLAND UNIFIED-4529 OAKLAND UNIFIED SCHOOL DISTRICT 4610 FOOTHILL BLVD OAKL

Carrier GEN Altamont Generic
Vehicle# EP00297
Container
GARCHA TRANS INC #557
License#

| | Time | Scale | Deputy Weighmaster | Inbound |
|---|---|---|---|---|
| In | 08/26/2025 10:42:22 | Scale 3 I | R Rojas | |
| Out | 08/26/2025 10:42:22 | | R Rojas | |

| | |
|---|---|
| Gross | 71960 lb |
| Tare | 28300 lb |
| Net | 43660 lb |
| Tons | 21.83 |

Comments

| | Product | LD% | Qty | UOM | Rate | Tax | Amount | Origin |
|---|---|---|---|---|---|---|---|---|
| 1 | C2 Cover RGC-Tons | 100 | 21.83 | Tons | | | | Oakland |

Total Tax
Total Ticket

Driver`s Signature

WEIGHMASTER CERTIFICATE

THIS IS TO CERTIFY that the following described commodity was weighed, measured,or counted by a weighmaster, whose signature is on this certificate, who is a recognized authority of accuracy, as prescribed by Chapter 7 (commencing with section 12700) of Division 5 of the California Business and Professions Code, administered by the Division of Measurement Standards of the California Department of Food and Agriculture.

WEIGHMASTER-Altamont Landfill & RRF
10840 Altamont Pass Road
Livermore, CA, 94551
Ph: (925)455-7300

Reprint
Ticket# 1882973

Customer Name SSTrucking S AND S TRUCKING
Ticket Date 08/26/2025
Payment Type Credit Account
Manual Ticket#
Billing # 0000527
Manifest WAM
PO
Profile 670340CA (CLASS II COVER SOIL)
Generator OAKLAND UNIFIED-4529 OAKLAND UNIFIED SCHOOL DISTRICT 4610 FOOTHILL BLVD OAKL

Carrier GEN Altamont Generic
Vehicle# EP00297
Container
GARCHA TRANS INC #557
License#

| Time | Scale | Deputy Weighmaster | Inbound |
|---|---|---|---|
| In 08/26/2025 12:56:21 | Scale 3 I | Tyler Canady | |
| Out08/26/2025 12:56:21 | | Tyler Canady | |

| | |
|---|---|
| Gross | 67780 lb |
| Tare | 28300 lb |
| Net | 39480 lb |
| Tons | 19.74 |

Comments

| | Product | LD% | Qty | UOM | Rate | Tax | Amount | Origin |
|---|---|---|---|---|---|---|---|---|
| 1 | C2 Cover RGC-Tons | 100 | 19.74 | Tons | | | | Oakland |

Total Tax
Total Ticket

Driver's Signature

WEIGHMASTER CERTIFICATE

THIS IS TO CERTIFY that the following described commodity was weighed, measured,or counted by a weighmaster, whose signature is on this certificate, who is a recognized authority of accuracy, as prescribed by Chapter 7 (commencing with section 12700) of Division 5 of the California Business and Professions Code, administered by the Division of Measurement Standards of the California Department of Food and Agriculture.

OFFICE COPY

TAGS MUST BE TURNED IN NO LATER THAN 2 DAYS

S M T W T F S

Date 08 / 26 20 25

TRUCK NO. 657 TRAILER NO. ST

SUB HAULER GAROIA TRANS INC

S&S SUB HAULER #

PRIME CARRIER

# S&S TRUCKING

A DBA of SN SANDS CORP.
CA 25119
Specializing in Construction Trucking

Dirt • Rock
Sand • Gravel

477 ROLAND WAY
OAKLAND, CA 94621-2014
(510) 383-3556 • (510) 383-2917 FAX
WWW.SNSANDS.COM

S.B.E.
D.B.E.
M.B.E.

SHIPPING ORDER and FREIGHT BILL
260884

Certified
AUG 29 2025

TYPE OF LOADING
☐ BUNKER ☐ BELT
☐ POWER ☐ HAND

NO. OF AXLES
04

EQUIPMENT
☐ TRANSPORT ☐ SEMI BOTTOM
☐ FLATBED ☐ TRANSFER
☐ HIGHSIDE ☐ 10-WHEELER
☐ END DUMP ☐ SUPER DUMP
☐ DOUBLE BOTTOM ☑ SUPER TAG

SHIPPER O Line Contractors
POINT OF ORIGIN 460 Foothill Blvd.
CITY Oakland CA

RECEIVER CONSIGNEE Altamont Landfill
DESTINATION Altamont Pass Rd.
CITY Livermore CA

TAG NO.
P.O. NO.
FUEL GAL.
UNLADEN WEIGHT EMPTY
JOB NO. 2903-2
OIL GAL.

TIME STARTED LAST LOAD (SAME AS TIME LEAVE LOADING)–
TIME ARRIVED TO DUMP LAST LOAD (SAME AS TIME ARRIVE UNLOADING)–
NET RUNNING TIME LAST LOAD (DIFFERENCE OF TIME LEAVE LOADING AND TIME ARRIVE LOADING)–
TIME FINISHED DUMP LAST LOAD (SAME AS TIME LEAVE UNLOADING)–
TIME ALLOWED TO RETURN, SAME AS NET RUNNING TIME LAST LOAD ( FIGURE SAME AS #3 ABOVE)–

| NO. | MATERIALS TYPE SCALE TAG NO. | YARDS OR WEIGHT TONS NET IS | LOADING TIME ARRIVE | LOADING TIME LEAVE | LOADING STAND BY | UNLOADING TIME ARRIVE | UNLOADING TIME LEAVE | UNLOADING STAND BY | P.O. # or COMMENTS | TOLLS | BILLING |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 1 | 1882734 | 26.12 | 6:57 | 7:05 | | 7:53 | 8:10 | | | | |
| 2 | 1882868 | 24.90 | 9:20 | 9:40 | | 10:35 | 10:52 | | | | |
| 3 | 1882974 | 22.81 | 11:55 | 12:05 | | 12:18 | 1:20 | | | | |
| 4 | | | 2:45 | | | | | | | | |
| 5 | | | | | | | | | | | |
| 6 | | | SO | 1205 | | | | | | | |
| 7 | | | | | | | | | | | |
| 8 | | | 3 Loads | | | | | | | | |
| 9 | | | | | | | | | | | |
| 10 | | | | | | | | | | | |
| 11 | Sign out LOADED | | | | | | | | | | |
| 12 | | | | | | | | | | | |
| 13 | TOTAL | TONS= | 73:83 | | | | | | | | |
| 14 | 1882734 | 26.12 | | | | | | | | | |
| 15 | 1882868 | 24.90 | | | | | | | | | |
| 16 | 1882974 | 22.61 | | | | | | | | | |

DUMPS/MATERIAL CHARGED TO:

START TIME 6:57 AM PM
STOP TIME AM PM
DEDUCT TIME 0
NET TIME HRS. MIN.

California law requires all employees to take a lunch break and to take a rest break around mid-morning, and another around mid-afternoon.

CONTRACTOR INITIAL HERE FOR NO LUNCH 0

DRIVER'S SIGNATURE

All bills are due and payable by the 10th of the month. Past due amounts subject to charge of 2% per month or maximum amount permitted by law, whichever is greater. Customers will be responsible for all court and attorney costs for collection.

Notice: Our drivers will make every effort to place material where customers designate, but the company assumes no responsibility for damage inside curb or property line. No claims allowed unless made when material is delivered and received.

**Owners and/or agents signature confirms owners and/or agents acceptance of these terms.**

SIGNATURE Jose A Lopez DATE 08/26/25

**IF MATERIAL OR DUMPS ARE CHARGED TO S&S KEEP ALL RECEIPTS AND ATTACH TO TAG**

* BELOW EXCLUSIVE USE OF S&S ONLY *

| | |
|---|---|
| TOTAL HOURS OR TONS | |
| RATE PER HOUR OR TON | $ |
| TOTAL TRKG. | |
| MATERIAL | |
| TAX | |
| DUMPS | |
| BRIDGE TOLL | |
| TOTAL CHARGES | $ |

WEIGHMASTER-Altamont Landfill & RRF
10840 Altamont Pass Road
Livermore, CA, 94551
Ph: (925)455-7300

Reprint
Ticket# 1882734

Customer Name SSTrucking S AND S TRUCKING
Ticket Date 08/26/2025
Payment Type Credit Account
Manual Ticket#
Billing # 0000527
Manifest WAM
PO
Profile 670340CA (CLASS II COVER SOIL)
Generator OAKLAND UNIFIED-4529 OAKLAND UNIFIED SCHOOL DISTRICT 4610 FOOTHILL BLVD OAKL

Carrier GEN Altamont Generic
Vehicle# 87465X3
Container
657 GARCHA
License#

| | Time | Scale | Deputy Weighmaster | Inbound | | |
|---|---|---|---|---|---|---|
| In | 08/26/2025 07:54:04 | Scale 3 I | R Rojas | | Gross | 78400 lb |
| Out | 08/26/2025 07:54:04 | | R Rojas | | Tare | 26160 lb |
| | | | | | Net | 52240 lb |
| | | | | | Tons | 26.12 |

Comments

| | Product | LD% | Qty | UOM | Rate | Tax | Amount | Origin |
|---|---|---|---|---|---|---|---|---|
| 1 | C2 Cover RGC-Tons | 100 | 26.12 | Tons | | | | Oakland |

Total Tax
Total Ticket

Driver`s Signature

WEIGHMASTER CERTIFICATE

THIS IS TO CERTIFY that the following described commodity was weighed, measured,or counted by a weighmaster, whose signature is on this certificate, who is a recognized authority of accuracy, as prescribed by Chapter 7 (commencing with section 12700) of Division 5 of the California Business and Professions Code, administered by the Division of Measurement Standards of the California Department of Food and Agriculture.

WEIGHMASTER-Altamont Landfill & RRF
10840 Altamont Pass Road
Livermore, CA, 94551
Ph: (925)455-7300

Reprint
Ticket# 1882868

Customer Name SSTrucking S AND S TRUCKING
Ticket Date 08/26/2025
Payment Type Credit Account
Manual Ticket#
Billing # 0000527
Manifest WAM
PO
Profile 670340CA (CLASS II COVER SOIL)
Generator OAKLAND UNIFIED-4529 OAKLAND UNIFIED SCHOOL DISTRICT 4610 FOOTHILL BLVD OAKL

Carrier GEN Altamont Generic
Vehicle# 87465X3
Container
657 GARCHA
License#

| | Time | Scale | Deputy Weighmaster | Inbound | | |
|---|---|---|---|---|---|---|
| In | 08/26/2025 10:37:40 | Scale 3 I | R Rojas | | Gross | 75960 lb |
| Out | 08/26/2025 10:37:40 | | R Rojas | | Tare | 26160 lb |
| | | | | | Net | 49800 lb |
| | | | | | Tons | 24.90 |

Comments

| | Product | LD% | Qty | UOM | Rate | Tax | Amount | Origin |
|---|---|---|---|---|---|---|---|---|
| 1 | C2 Cover RGC-Tons | 100 | 24.90 | Tons | | | | Oakland |

Total Tax
Total Ticket

Driver`s Signature

WEIGHMASTER CERTIFICATE

THIS IS TO CERTIFY that the following described commodity was weighed, measured,or counted by a weighmaster, whose signature is on this certificate, who is a recognized authority of accuracy, as prescribed by Chapter 7 (commencing with section 12700) of Division 5 of the California Business and Professions Code, administered by the Division of Measurement Standards of the California Department of Food and Agriculture.

WEIGHMASTER-Altamont Landfill & RRF
10840 Altamont Pass Road
Livermore, CA, 94551
Ph: (925)455-7300

Reprint
Ticket# 1882974

Customer Name SSTrucking S AND S TRUCKING
Ticket Date 08/26/2025
Payment Type Credit Account
Manual Ticket#
Billing # 0000527
Manifest WAM
PO
Profile 670340CA (CLASS II COVER SOIL)
Generator OAKLAND UNIFIED-4529 OAKLAND UNIFIED SCHOOL DISTRICT 4610 FOOTHILL BLVD OAKL

Carrier GEN Altamont Generic
Vehicle# 87465X3
Container
657 GARCHA
License#

| Time | Scale | Deputy Weighmaster | Inbound | | |
|---|---|---|---|---|---|
| In 08/26/2025 12:57:33 | Scale 3 I | Tyler Canady | | Gross | 71780 lb |
| Out08/26/2025 12:57:33 | | Tyler Canady | | Tare | 26160 lb |
| | | | | Net | 45620 lb |
| | | | | Tons | 22.81 |

Comments

| | Product | LD% | Qty | UOM | Rate | Tax | Amount | Origin |
|---|---|---|---|---|---|---|---|---|
| 1 | C2 Cover RGC-Tons | 100 | 22.81 | Tons | | | | Oakland |

Total Tax
Total Ticket

Driver`s Signature

WEIGHMASTER CERTIFICATE

THIS IS TO CERTIFY that the following described commodity was weighed, measured,or counted by a weighmaster, whose signature is on this certificate, who is a recognized authority of accuracy, as prescribed by Chapter 7 (commencing with section 12700) of Division 5 of the California Business and Professions Code, administered by the Division of Measurement Standards of the California Department of Food and Agriculture.

8555

# S. BHANGU LLC

CA 524963

34700 SKYLARK DR. # 1, UNION CITY, CA 94587
(510) 676-7025

RECEIVED
SEP 04 2025

S M T W T F S

☑ DAY ☐ NIGHT

FUEL GALLONS:

TRUCK LIC. # 2902203 TRUCK # 72 DATE 08/26/25

| | |
|---|---|
| PRIME CARRIER: S & S Trucking INC | SUB HAULER: S & S TRUCKING |
| RECEIVED FROM CONSIGNOR: D-Line | DELIVERED TO CONSIGNEE: Altamont Landfill |
| ADDRESS: 4610 Foothill Blvd | ADRESS: 10840 Altamont Pass Rd |
| CITY: Oakland, CA 94601 | CITY: Livermore, CA 94551 |
| BILL TO: 2903-2 | JOB NO.: PO NO.: |

| NO. | SCALE TAG NO. | YARDS OR WEIGHT | LOADING TIME ARRIVE | LOADING TIME LEAVE | LOADING NET STAND BY | UNLOADING TIME ARRIVE | UNLOADING TIME LEAVE | UNLOADING NET STAND BY | BRIDGE TOLL |
|---|---|---|---|---|---|---|---|---|---|
| 1. | 1882756 | 25.10 | 6:55 | 7:31 | | 8:29 | 8:55 | | |
| 2. | 1882888 | 22.38 | 9:50 | 10:02 | | 10:55 | 11:16 | | |
| 3. | 1882989 | 22.69 | 12:09 | 12:21 | | 1:11 | 1:35 | | |
| 4. | | | | | | | | | |
| 5. | | | | | | | | | |
| 6. | | | | | | | | | |
| 7. | | | | | | | | | |
| 8. | | | | | | | | | |
| 9. | | | | | | | | | |
| 10. | | | | | | | | | |
| 11. | | | | | | | | | |
| 12. | | | | | | | | | |
| 13. | | | | | | | | | |
| 14. | 1882756 | 25.10 | | | | | | | |
| 15. | 1882888 | 22.38 | | | | | | | |
| 16. | 1882989 | 22.69 | | | | | | | |
| 17. | | | | | | | | | |

TIME SIGNED OUT: 1220

TOTAL LOADS HAULED: 3

SIGNED OUT LOADED(CIRCLE): YES / NO

SIGNED OUT BY: (PRINT) Jose Lopez

D-LINE constructors

Tons 70.17

NO. OF AXLES: 4

TYPE OF EQUIPMENT: ☐ End Dump ☑ Super Teg ☐ Semi Bottom ☐ Double Bottom ☐ Super Dump ☐ 10-Wheeler ☐ High Side ☐ Transfers

| | |
|---|---|
| TIME ARRIVED TO LAST LOAD | |
| TIME ARRIVED TO DUMP LAST LOAD | |
| NET RUNNING THE LAST LOAD | |
| TIME FINISHED DUMP LAST LOAD | |
| TIME ALLOWED TO RETURN SAME GROSS RUNNING TIME LAST LOAD | |
| **FOR OFFICE USE ONLY** | |
| BILL TO: | |
| TOTAL HOURS - TONS - LOADS | |
| RATE PER HOUR, LOAD OR TON | $ |
| SUBTOTAL | $ |
| STAND BY TIME | |
| PERMIT | |
| MATERIAL | |
| DUMPS | |
| TAX | |
| DEDUCTIBLE TIME FOR MEALS OR FAILURE OF CARRIER EQUIPMENT | |
| NET CHARGEABLE TIME | |
| **TOTAL CHARGES** | 70.17 Tons |

COMMODITY TRANSPORTED: Dirt

TYPE OF LOADING AT ORIGIN: ☑ POWER ☐ HAND ☐ OTHER

| | | | |
|---|---|---|---|
| TIME DRIVER REPORTED FOR WORK | INITIAL HERE FOR EARLY START | TIME TRUCK COMPLETED WORK | INITIAL HERE FOR NO LUNCH |
| DISPATCH TIME: 7:12 AM | SIGN OUT TIME | TRAVEL TIME | NET TIME: HRS MINS. |

DRIVER'S SIGNATURE: [signature] RECEIVED BY: PRINT NAME OF AUTHORIZED: Jose A. Lopez

**TERMS & CONDITIONS:** ALL BILLS DUE AND PAYABLE THE 10TH OF THE MONTH, A 2% PER MONTH CHARGED ON PAST DUE ACCOUNTS. THIS IS AN ANNUAL PERCENTAGE RATE OF 24%. CUSTOMER WILL BE RESPONSIBLE FOR ALL COURT AND ATTORNEY COST FOR COLLECTION.

THESE CHARGES INCLUDE (1) FEES TO PAY REGULATION OF TRANSPORTATION COMPANIES BY THE CALIFORNIA PUBLIC UTILITIES COMMISSION AND (2) TAXES PAID TO CALIFORNIA CITIES INSTEAD OF EXCISE OR BUSINESS LICENSE TAXES THEY COULD OTHERWISE IMPOSE.

**NOTICE:** OUR DRIVER'S WILL MAKE EVERY EFFORT TO PLACE MATERIAL WHERE CUSTOMER DESIGNATES, BUT THE COMPANY ASSUMES NO RESPONSIBILITY FOR DAMAGES INSIDE CURB OR PROPERTY LINE. NO CLAIMS ALLOWED UNLESS MADE WHEN MATERIAL IS DELIVERED AND RECEIPTED FOR. S. BHANGU LLC IS NOT RESPONSIBLE FOR OVERWEIGHT LOADS OR TICKET. CUSTOMER AGREES TO ACCEPT RESPONSIBILITY FOR ANY OVERLOAD VIOLATIONS THAT OCCUR FROM HAULING OF MATERIAL OFF JOBSITE WHERE NO SCALES ARE PROVIDED. THIS TAG WHEN SIGNED BECOMES A LEGAL BINDING CONTRACT WHETHER SIGNED BY THE OWNER OR THEIR EMPLOYEE.

WEIGHMASTER-Altamont Landfill & RRF
10840 Altamont Pass Road
Livermore, CA, 94551
Ph: (925)455-7300

Reprint
Ticket# 1882756

| | | | |
|---|---|---|---|
| Customer Name | SSTrucking S AND S TRUCKING | Carrier | GEN Altamont Generic |
| Ticket Date | 08/26/2025 | Vehicle# | 29022D3 |
| Payment Type | Credit Account | Container | |
| Manual Ticket# | | 3K TUCKING #D27 | |
| Billing # | 0000527 | License# | |
| Manifest | WAM | | |
| PO | | | |
| Profile | 670340CA (CLASS II COVER SOIL) | | |
| Generator | OAKLAND UNIFIED-4529 OAKLAND UNIFIED SCHOOL DISTRICT 4610 FOOTHILL BLVD OAKL | | |

| | Time | Scale | Deputy Weighmaster | Inbound | | |
|---|---|---|---|---|---|---|
| In | 08/26/2025 08:29:30 | Scale 3 I | R Rojas | | Gross | 76200 lb |
| Out | 08/26/2025 08:29:30 | | R Rojas | | Tare | 26000 lb |
| | | | | | Net | 50200 lb |
| | | | | | Tons | 25.10 |

Comments

| | Product | LD% | Qty | UOM | Rate | Tax | Amount | Origin |
|---|---|---|---|---|---|---|---|---|
| 1 | C2 Cover RGC-Tons | 100 | 25.10 | Tons | | | | Oakland |

Total Tax
Total Ticket

Driver`s Signature

WEIGHMASTER CERTIFICATE

THIS IS TO CERTIFY that the following described commodity was weighed, measured,or counted by a weighmaster, whose signature is on this certificate, who is a recognized authority of accuracy, as prescribed by Chapter 7 (commencing with section 12700) of Division 5 of the California Business and Professions Code, administered by the Division of Measurement Standards of the California Department of Food and Agriculture.

WEIGHMASTER-Altamont Landfill & RRF
10840 Altamont Pass Road
Livermore, CA, 94551
Ph: (925)455-7300

Reprint
Ticket# 1882888

Customer Name SSTrucking S AND S TRUCKING
Ticket Date 08/26/2025
Payment Type Credit Account
Manual Ticket#
Billing # 0000527
Manifest wam
PO
Profile 670340CA (CLASS II COVER SOIL)
Generator OAKLAND UNIFIED-4529 OAKLAND UNIFIED SCHOOL DISTRICT 4610 FOOTHILL BLVD OAKL

Carrier GEN Altamont Generic
Vehicle# 29022D3
Container
3K TUCKING #D27
License#

| | Time | Scale | Deputy Weighmaster | Inbound | | |
|---|---|---|---|---|---|---|
| In | 08/26/2025 10:57:48 | Scale1 In | KELVIN SILMON | | Gross | 70760 lb |
| Out | 08/26/2025 10:57:48 | | KELVIN SILMON | | Tare | 26000 lb |
| | | | | | Net | 44760 lb |
| | | | | | Tons | 22.38 |

Comments

| | Product | LD% | Qty | UOM | Rate | Tax | Amount | Origin |
|---|---|---|---|---|---|---|---|---|
| 1 | C2 Cover RGC-Tons | 100 | 22.38 | Tons | | | | Oakland |

Total Tax
Total Ticket

Driver`s Signature

WEIGHMASTER CERTIFICATE

THIS IS TO CERTIFY that the following described commodity was weighed, measured,or counted by a weighmaster, whose signature is on this certificate, who is a recognized authority of accuracy, as prescribed by Chapter 7 (commencing with section 12700) of Division 5 of the California Business and Professions Code, administered by the Division of Measurement Standards of the California Department of Food and Agriculture.

WEIGHMASTER-Altamont Landfill & RRF
10840 Altamont Pass Road
Livermore, CA, 94551
Ph: (925)455-7300

Reprint
Ticket# 1882989

Customer Name SSTrucking S AND S TRUCKING
Ticket Date 08/26/2025
Payment Type Credit Account
Manual Ticket#
Billing # 0000527
Manifest WAM
PO
Profile 670340CA (CLASS II COVER SOIL)
Generator OAKLAND UNIFIED-4529 OAKLAND UNIFIED SCHOOL DISTRICT 4610 FOOTHILL BLVD OAKL

Carrier GEN Altamont Generic
Vehicle# 29022D3
Container
3K TUCKING #D27
License#

| | Time | Scale | Deputy Weighmaster | Inbound | | |
|---|---|---|---|---|---|---|
| In | 08/26/2025 13:13:02 | Scale 3 I | Tyler Canady | | Gross | 71380 lb |
| Out | 08/26/2025 13:13:02 | | Tyler Canady | | Tare | 26000 lb |
| | | | | | Net | 45380 lb |
| | | | | | Tons | 22.69 |

Comments

| | Product | LD% | Qty | UOM | Rate | Tax | Amount | Origin |
|---|---|---|---|---|---|---|---|---|
| 1 | C2 Cover RGC-Tons | 100 | 22.69 | Tons | | | | Oakland |

Total Tax
Total Ticket

Driver`s Signature

WEIGHMASTER CERTIFICATE

THIS IS TO CERTIFY that the following described commodity was weighed, measured,or counted by a weighmaster, whose signature is on this certificate, who is a recognized authority of accuracy, as prescribed by Chapter 7 (commencing with section 12700) of Division 5 of the California Business and Professions Code, administered by the Division of Measurement Standards of the California Department of Food and Agriculture.

8545

CA 524963

# S. BHANGU LLC

34700 SKYLARK DR. # 1, UNION CITY, CA 94587

(510) 676-7025

RECEIVED
SEP 04 2025

S M T W T F S

☒ DAY ☐ NIGHT

FUEL GALLONS:

TRUCK LIC. # 1305153 TRUCK # 76 DATE 08-26-25

| | |
|---|---|
| PRIME CARRIER: S&S Trucking Inc | SUB HAULER: S & S TRUCKING |
| RECEIVED FROM CONSIGNOR: D-Line | DELIVERED TO CONSIGNEE: Altamont Landfill |
| ADDRESS: 4610 Foothill blvd | ADRESS: 10840 Altamont Pass Rd |
| CITY: Oakland, CA 94601 | CITY: Livermore, CA 94551 |
| BILL TO | JOB NO.: 2903-2 PO NO.: |

| NO. | SCALE TAG NO. | YARDS OR WEIGHT | LOADING TIME ARRIVE | LOADING TIME LEAVE | LOADING NET STAND BY | UNLOADING TIME ARRIVE | UNLOADING TIME LEAVE | UNLOADING NET STAND BY | BRIDGE TOLL |
|---|---|---|---|---|---|---|---|---|---|
| 1. | 1882750 | 24.50 | 7:00 | 7:15 | | 8:22 | 8:45 | | |
| 2. | 1882878 | 20.90 | 9:40 | 9:52 | | 10:47 | 11:12 | | |
| 3. | 1882986 | 25.77 | 12:05 | 12:10 | | 1:10 | 1:38 | | |
| 4. | | | | | | | | | |
| 5. | | 71.17 tons | | | | | | | |
| 6. | | | | | | | | | |
| 7. | | | | | | | | | |
| 8. | | | | | | | | | |
| 9. | 1882750 | 24.50 | | | | | | | |
| 10. | 1882878 | 20.90 | 3 Loads | | | | | | |
| 11. | 1882986 | 25.77 | | | | | | | |
| 12. | TIME SIGNED OUT: 12:15 | | | | | | | | |
| 13. | TOTAL LOADS HAULED: 3 | | | | | | | | |
| 14. | | | | | | | | | |
| 15. | SIGNED OUT LOADED(CIRCLE): YES / NO | | | | | | | | |
| 16. | SIGNED OUT BY: (PRINT) Omar | | | | | | | | |
| 17. | D-LINE constructors | | | | | | | | |

NO. OF AXLES: 4

TYPE OF EQUIPMENT: ☐ End Dump ☒ Super Teg ☐ Semi Bottom ☐ Double Bottom ☐ Super Dump ☐ 10-Wheeler ☐ High Side ☐ Transfers

TIME ARRIVED TO LAST LOAD

TIME ARRIVED TO DUMP LAST LOAD

NET RUNNING THE LAST LOAD

TIME FINISHED DUMP LAST LOAD

TIME ALLOWED TO RETURN SAME GROSS RUNNING TIME LAST LOAD

**FOR OFFICE USE ONLY**

BILL TO:

| | |
|---|---|
| TOTAL HOURS - TONS - LOADS | |
| RATE PER HOUR, LOAD OR TON | $ |
| SUBTOTAL | $ |
| STAND BY TIME | |
| PERMIT | |
| MATERIAL | |
| DUMPS | |
| TAX | |
| DEDUCTIBLE TIME FOR MEALS OR FAILURE OF CARRIER EQUIPMENT | |
| NET CHARGEABLE TIME | |
| **TOTAL CHARGES** | 71.17 Tons |

COMMODITY TRANSPORTED: Dirt

TYPE OF LOADING AT ORIGIN: ☒ POWER ☐ HAND ☐ OTHER

| TIME DRIVER REPORTED FOR WORK | INITIAL HERE FOR EARLY START | TIME TRUCK COMPLETED WORK | INITIAL HERE FOR NO LUNCH |
|---|---|---|---|
| | | | Ø |

| DISPATCH TIME | SIGN OUT TIME | TRAVEL TIME | NET TIME: HRS MINS. |
|---|---|---|---|
| 7:09 AM | | | |

DRIVER'S SIGNATURE: [signature]

RECEIVED BY

PRINT NAME OF AUTHORIZED: Jose A-Lopez

**TERMS & CONDITIONS:** ALL BILLS DUE AND PAYABLE THE 10TH OF THE MONTH, A 2% PER MONTH CHARGED ON PAST DUE ACCOUNTS. THIS IS AN ANNUAL PERCENTAGE RATE OF 24%. CUSTOMER WILL BE RESPONSIBLE FOR ALL COURT AND ATTORNEY COST FOR COLLECTION.

THESE CHARGES INCLUDE (1) FEES TO PAY REGULATION OF TRANSPORTATION COMPANIES BY THE CALIFORNIA PUBLIC UTILITIES COMMISSION AND (2) TAXES PAID TO CALIFORNIA CITIES INSTEAD OF EXCISE OR BUSINESS LICENSE TAXES THEY COULD OTHERWISE IMPOSE.

**NOTICE:** OUR DRIVER'S WILL MAKE EVERY EFFORT TO PLACE MATERIAL WHERE CUSTOMER DESIGNATES, BUT THE COMPANY ASSUMES NO RESPONSIBILITY FOR DAMAGES INSIDE CURB OR PROPERTY LINE. NO CLAIMS ALLOWED UNLESS MADE WHEN MATERIAL IS DELIVERED AND RECEIPTED FOR. S. BHANGU LLC IS NOT RESPONSIBLE FOR OVERWEIGHT LOADS OR TICKET. CUSTOMER AGREES TO ACCEPT RESPONSIBILITY FOR ANY OVERLOAD VIOLATIONS THAT OCCUR FROM HAULING OF MATERIAL OFF JOBSITE WHERE NO SCALES ARE PROVIDED. THIS TAG WHEN SIGNED BECOMES A LEGAL BINDING CONTRACT WHETHER SIGNED BY THE OWNER OR THEIR EMPLOYEE.

WEIGHMASTER-Altamont Landfill & RRF
10840 Altamont Pass Road
Livermore, CA, 94551
Ph: (925)455-7300

Reprint
Ticket# 1882750

Customer Name SSTrucking S AND S TRUCKING
Ticket Date 08/26/2025
Payment Type Credit Account
Manual Ticket#
Billing # 0000527
Manifest WAM
PO
Profile 670340CA (CLASS II COVER SOIL)
Generator OAKLAND UNIFIED-4529 OAKLAND UNIFIED SCHOOL DISTRICT 4610 FOOTHILL BLVD OAKL

Carrier GEN Altamont Generic
Vehicle# 13051J3
Container
S.BHANGU LLC #76
License#

| | Time | Scale | Deputy Weighmaster | Inbound | | |
|---|---|---|---|---|---|---|
| In | 08/26/2025 08:22:59 | Scale 3 I | R Rojas | | Gross | 75000 lb |
| Out | 08/26/2025 08:22:59 | | R Rojas | | Tare | 26000 lb |
| | | | | | Net | 49000 lb |
| | | | | | Tons | 24.50 |

Comments

| | Product | LD% | Qty | UOM | Rate | Tax | Amount | Origin |
|---|---|---|---|---|---|---|---|---|
| 1 | C2 Cover RGC-Tons | 100 | 24.50 | Tons | | | | Oakland |

Total Tax
Total Ticket

Driver`s Signature

WEIGHMASTER CERTIFICATE

THIS IS TO CERTIFY that the following described commodity was weighed, measured,or counted by a weighmaster, whose signature is on this certificate, who is a recognized authority of accuracy, as prescribed by Chapter 7 (commencing with section 12700) of Division 5 of the California Business and Professions Code, administered by the Division of Measurement Standards of the California Department of Food and Agriculture.

WEIGHMASTER-Altamont Landfill & RRF
10840 Altamont Pass Road
Livermore, CA, 94551
Ph: (925)455-7300

Reprint
Ticket# 1882878

Customer Name SSTrucking S AND S TRUCKING
Ticket Date 08/26/2025
Payment Type Credit Account
Manual Ticket#
Billing # 0000527
Manifest wam
PO
Profile 670340CA (CLASS II COVER SOIL)
Generator OAKLAND UNIFIED-4529 OAKLAND UNIFIED SCHOOL DISTRICT 4610 FOOTHILL BLVD OAKL

Carrier GEN Altamont Generic
Vehicle# 13051J3
Container
S.BHANGU LLC #76
License#

| Time | Scale | Deputy Weighmaster | Inbound | | |
|---|---|---|---|---|---|
| In 08/26/2025 10:47:41 | Scale1 In | KELVIN SILMON | | Gross | 67800 lb |
| Out08/26/2025 10:47:41 | | KELVIN SILMON | | Tare | 26000 lb |
| | | | | Net | 41800 lb |
| | | | | Tons | 20.90 |

Comments

| | Product | LD% | Qty | UOM | Rate | Tax | Amount | Origin |
|---|---|---|---|---|---|---|---|---|
| 1 | C2 Cover RGC-Tons | 100 | 20.90 | Tons | | | | Oakland |

Total Tax
Total Ticket

Driver`s Signature

WEIGHMASTER CERTIFICATE

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WEIGHMASTER-Altamont Landfill & RRF
10840 Altamont Pass Road
Livermore, CA, 94551
Ph: (925)455-7300

Reprint
Ticket# 1882986

Customer Name SSTrucking S AND S TRUCKING
Ticket Date 08/26/2025
Payment Type Credit Account
Manual Ticket#
Billing # 0000527
Manifest WAM
PO
Profile 670340CA (CLASS II COVER SOIL)
Generator OAKLAND UNIFIED-4529 OAKLAND UNIFIED SCHOOL DISTRICT 4610 FOOTHILL BLVD OAKL

Carrier GEN Altamont Generic
Vehicle# 13051J3
Container
S.BHANGU LLC #76
License#

| Time | Scale | Deputy Weighmaster | Inbound | | |
|---|---|---|---|---|---|
| In 08/26/2025 13:10:45 | Scale 3 I | Tyler Canady | | Gross | 77540 lb |
| Out08/26/2025 13:10:45 | | Tyler Canady | | Tare | 26000 lb |
| | | | | Net | 51540 lb |
| | | | | Tons | 25.77 |

Comments

| | Product | LD% | Qty | UOM | Rate | Tax | Amount | Origin |
|---|---|---|---|---|---|---|---|---|
| 1 | C2 Cover RGC-Tons | 100 | 25.77 | Tons | | | | Oakland |

Total Tax
Total Ticket

Driver`s Signature

WEIGHMASTER CERTIFICATE

THIS IS TO CERTIFY that the following described commodity was weighed, measured,or counted by a weighmaster, whose signature is on this certificate, who is a recognized authority of accuracy, as prescribed by Chapter 7 (commencing with section 12700) of Division 5 of the California Business and Professions Code, administered by the Division of Measurement Standards of the California Department of Food and Agriculture.

OFFICE COPY

TAGS MUST BE TURNED IN NO LATER THAN 2 DAYS

S M T W T F S

Date 8/26/2025

TRUCK NO. 47 TRAILER NO.

SUB HAULER

S&S SUB HAULER #

PRIME CARRIER S&S

# S&S TRUCKING

A DBA of SN SANDS CORP.
CA 25119
Specializing in Construction Trucking

Dirt • Rock
Sand • Gravel

477 ROLAND WAY
OAKLAND, CA 94621-2014
(510) 383-3556 • (510) 383-2917 FAX
WWW.SNSANDS.COM

S.B.E.
D.B.E.
M.B.E.
Certified

**SHIPPING ORDER and FREIGHT BILL**
273257

AUG 29 2025

TYPE OF LOADING
☐ BUNKER ☐ BELT
☒ LOWER ☐ HAND

NO. OF AXLES 4

EQUIPMENT
☐ TRANSPORT ☐ SEMI BOTTOM
☐ FLATBED ☐ TRANSFER
☐ HIGHSIDE ☐ 10-WHEELER
☐ END DUMP ☐ SUPER DUMP
☐ DOUBLE BOTTOM ☒ SUPER TAG

SHIPPER D Line
POINT OF ORIGIN Foothill
CITY Oakland

RECEIVER CONSIGNEE Altamont
DESTINATION
CITY Livermore

TAG NO. 273257
P.O. NO.
JOB NO. 2903-2
FUEL GAL.
OIL GAL.
UNLADEN WEIGHT EMPTY

TIME STARTED LAST LOAD (SAME AS TIME LEAVE LOADING)–
TIME ARRIVED TO DUMP LAST LOAD (SAME AS TIME ARRIVE UNLOADING)–
NET RUNNING TIME LAST LOAD (DIFFERENCE OF TIME LEAVE LOADING AND TIME ARRIVE LOADING)–
TIME FINISHED DUMP LAST LOAD (SAME AS TIME LEAVE UNLOADING)–
TIME ALLOWED TO RETURN, SAME AS NET RUNNING TIME LAST LOAD ( FIGURE SAME AS #3 ABOVE)–

MATERIALS TYPE Dirt

| NO. | SCALE TAG NO. | YARDS OR WEIGHT TONS NET IS | LOADING TIME ARRIVE | LOADING TIME LEAVE | LOADING STAND BY | UNLOADING TIME ARRIVE | UNLOADING TIME LEAVE | UNLOADING STAND BY | P.O. # or COMMENTS | TOLLS | BILLING |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 1 | 1882772 | 18.92 | 6:55 | 7:40 | X | 8:50 | 9:20 | | 7:35 loading | | |
| 2 | 1882930 | 18.29 | 10:20 | 10:30 | | 11:50 | 12:00 | | | | |
| 3 | 1883042 | 18.08 | 1:20 | 1:35 | | 2:40 | 3:05 | | | | |
| 4 | | | 4:10 | | | | | | | | |
| 5 | | | | | | | | | | | |
| 6 | | | | | | | | | | | |
| 7 | | | | | | | | | | | |
| 8 | | | | | | | | | | | |
| 9 | | | | | | | | | | | |
| 10 | | | | | | | | | | | |
| 11 | | | | | | | | | | | |
| 12 | | | | | | | | | | | |
| 13 | | | | | | | | | | | |
| 14 | 1882772 | 18.92 | | | | | | | | | |
| 15 | 1882930 | 18.29 | | | | | | | | | |
| 16 | 1883042 | 18.08 | | | | | | | | | |

MUST BE TURNED IN WITHIN 2 DAYS COMPLETE & SIGNED ATTACH ALL SCALE TAGS

TIME SIGNED OUT: 1:25
TOTAL LOADS HAULED: 3
SIGNED OUT LOADED (CIRCLE) YES NO
SIGNED OUT BY: (PRINT) Jose Lopez

D-LINE constructors

DUMPS/MATERIAL CHARGED TO:

START TIME 6:55 AM PM
STOP TIME 4:10 AM PM
DEDUCT TIME 0
NET TIME HRS. 9 MIN. 15

California law requires all employees to take a lunch break and to take a rest break around mid-morning, and another around mid-afternoon.

CONTRACTOR INITIAL HERE FOR NO LUNCH

DRIVER'S SIGNATURE B. Coon

All bills are due and payable by the 10th of the month. Past due amounts subject to charge of 2% per month or maximum amount permitted by law, whichever is greater. Customers will be responsible for all court and attorney costs for collection.

Notice: Our drivers will make every effort to place material where customers designate, but the company assumes no responsibility for damage inside curb or property line. No claims allowed unless made when material is delivered and received.

**Owners and/or agents signature confirms owners and/or agents acceptance of these terms.**

SIGNATURE Jose A. Lopez DATE 08/26/25

**Your signature on this form is acceptance of the materials delivered / received.**

**IF MATERIAL OR DUMPS ARE CHARGED TO S&S KEEP ALL RECEIPTS AND ATTACH TO TAG**

* BELOW EXCLUSIVE USE OF S&S ONLY *

| | |
|---|---|
| TOTAL HOURS OR TONS | |
| RATE PER HOUR OR TON | $ |
| TOTAL TRKG. | |
| MATERIAL | |
| TAX | |
| DUMPS | |
| BRIDGE TOLL | |
| TOTAL CHARGES | $ |

WEIGHMASTER-Altamont Landfill & RRF
10840 Altamont Pass Road
Livermore, CA, 94551
Ph: (925)455-7300

Reprint
Ticket# 1882772

Customer Name SSTrucking S AND S TRUCKING
Ticket Date 08/26/2025
Payment Type Credit Account
Manual Ticket#
Billing # 0000527
Manifest wam
PO
Profile 670340CA (CLASS II COVER SOIL)
Generator OAKLAND UNIFIED-4529 OAKLAND UNIFIED SCHOOL DISTRICT 4610 FOOTHILL BLVD OAKL

Carrier GEN Altamont Generic
Vehicle# 03083t1
Container
S&S TRKN 47
License#

| | Time | Scale | Deputy Weighmaster | Inbound |
|---|---|---|---|---|
| In | 08/26/2025 08:51:52 | Scale1 In | KELVIN SILMON | |
| Out | 08/26/2025 09:16:57 | Scale1 Inb | KELVIN SILMON | |

| | |
|---|---|
| Gross | 61440 lb |
| Tare | 23600 lb |
| Net | 37840 lb |
| Tons | 18.92 |

Comments

| | Product | LD% | Qty | UOM | Rate | Tax | Amount | Origin |
|---|---|---|---|---|---|---|---|---|
| 1 | C2 Cover RGC-Tons | 100 | 18.92 | Tons | | | | Oakland |

Total Tax
Total Ticket

Driver`s Signature

WEIGHMASTER CERTIFICATE

THIS IS TO CERTIFY that the following described commodity was weighed, measured,or counted by a weighmaster, whose signature is on this certificate, who is a recognized authority of accuracy, as prescribed by Chapter 7 (commencing with section 12700) of Division 5 of the California Business and Professions Code, administered by the Division of Measurement Standards of the California Department of Food and Agriculture.

WEIGHMASTER-Altamont Landfill & RRF
10840 Altamont Pass Road
Livermore, CA, 94551
Ph: (925)455-7300

Reprint
Ticket# 1882930

Customer Name SSTrucking S AND S TRUCKING
Ticket Date 08/26/2025
Payment Type Credit Account
Manual Ticket#
Billing # 0000527
Manifest WAM
PO
Profile 670340CA (CLASS II COVER SOIL)
Generator OAKLAND UNIFIED-4529 OAKLAND UNIFIED SCHOOL DISTRICT 4610 FOOTHILL BLVD OAKL

Carrier GEN Altamont Generic
Vehicle# 03083t1
Container
S&S TRKN 47
License#

| | Time | Scale | Deputy Weighmaster | Inbound | | |
|---|---|---|---|---|---|---|
| In | 08/26/2025 11:48:56 | Scale 3 I | R Rojas | | Gross | 60180 lb |
| Out | 08/26/2025 11:48:56 | | R Rojas | | Tare | 23600 lb |
| | | | | | Net | 36580 lb |
| | | | | | Tons | 18.29 |

Comments

| | Product | LD% | Qty | UOM | Rate | Tax | Amount | Origin |
|---|---|---|---|---|---|---|---|---|
| 1 | C2 Cover RGC-Tons | 100 | 18.29 | Tons | | | | Oakland |

Total Tax
Total Ticket

Driver`s Signature

WEIGHMASTER CERTIFICATE

THIS IS TO CERTIFY that the following described commodity was weighed, measured,or counted by a weighmaster, whose signature is on this certificate, who is a recognized authority of accuracy, as prescribed by Chapter 7 (commencing with section 12700) of Division 5 of the California Business and Professions Code, administered by the Division of Measurement Standards of the California Department of Food and Agriculture.

WEIGHMASTER-Altamont Landfill & RRF
10840 Altamont Pass Road
Livermore, CA, 94551
Ph: (925)455-7300

Reprint
Ticket# 1883042

Customer Name SSTrucking S AND S TRUCKING
Ticket Date 08/26/2025
Payment Type Credit Account
Manual Ticket#
Billing # 0000527
Manifest WAM
PO
Profile 670340CA (CLASS II COVER SOIL)
Generator OAKLAND UNIFIED-4610 OAKLAND UNIFIED SCHOOL DISTRICT 4610 FOOTHILL BLVD OAKL

Carrier GEN Altamont Generic
Vehicle# 03083t1
Container
S&S TRKN 47
License#

| | Time | Scale | Deputy Weighmaster | Inbound |
|---|---|---|---|---|
| In | 08/26/2025 14:36:25 | Scale 3 I | Tyler Canady | |
| Out | 08/26/2025 14:36:25 | | Tyler Canady | |

| | |
|---|---|
| Gross | 59760 lb |
| Tare | 23600 lb |
| Net | 36160 lb |
| Tons | 18.08 |

Comments

| | Product | LD% | Qty | UOM | Rate | Tax | Amount | Origin |
|---|---|---|---|---|---|---|---|---|
| 1 | C2 Cover RGC-Tons | 100 | 18.08 | Tons | | | | Oakland |

Total Tax
Total Ticket

Driver`s Signature

WEIGHMASTER CERTIFICATE

THIS IS TO CERTIFY that the following described commodity was weighed, measured,or counted by a weighmaster, whose signature is on this certificate, who is a recognized authority of accuracy, as prescribed by Chapter 7 (commencing with section 12700) of Division 5 of the California Business and Professions Code, administered by the Division of Measurement Standards of the California Department of Food and Agriculture.

OFFICE COPY

**TAGS MUST BE TURNED IN NO LATER THAN 2 DAYS**

S M T W T F S

Date 8 / 26 2025

TRUCK NO. S-44 TRAILER NO.

SUB HAULER

S&S SUB HAULER #

PRIME CARRIER S&S TRUCKING

# S&S TRUCKING

Dirt • Rock
Sand • Gravel

A DBA of SN SANDS CORP.
CA 25119
Specializing in Construction Trucking

477 ROLAND WAY
OAKLAND, CA 94621-2014
(510) 383-3556 • (510) 383-2917 FAX
WWW.SNSANDS.COM

S.B.E.
D.B.E.
M.B.E.
Certified

**SHIPPING ORDER and FREIGHT BILL**
273671

AUG 29 2025

TYPE OF LOADING: ☐ BUNKER ☐ BELT ☒ POWER ☐ HAND

NO. OF AXLES: 4

EQUIPMENT: ☐ TRANSPORT ☐ SEMI BOTTOM ☐ FLATBED ☐ TRANSFER ☐ HIGHSIDE ☐ 10-WHEELER ☐ END DUMP ☐ SUPER DUMP ☐ DOUBLE BOTTOM ☒ SUPER TAG

SHIPPER D-LINE

POINT OF ORIGIN 4610 FOOTHILL BLVD

CITY OAKLAND

RECEIVER CONSIGNEE ALTAMONT PASS LANDFILL

DESTINATION ALTAMONT PASS TDD

CITY LIVERMORE

TIME STARTED LAST LOAD (SAME AS TIME LEAVE LOADING)–

TIME ARRIVED TO DUMP LAST LOAD (SAME AS TIME ARRIVE UNLOADING)–

NET RUNNING TIME LAST LOAD (DIFFERENCE OF TIME LEAVE LOADING AND TIME ARRIVE LOADING)–

TIME FINISHED DUMP LAST LOAD (SAME AS TIME LEAVE UNLOADING)–

TIME ALLOWED TO RETURN, SAME AS NET RUNNING TIME LAST LOAD ( FIGURE SAME AS #3 ABOVE)–

TAG NO. 273671

P.O. NO.

FUEL GAL.

UNLADEN WEIGHT EMPTY

JOB NO. 2403 – 2

OIL GAL.

MATERIALS TYPE DIRT

| NO. | SCALE TAG NO. | YARDS OR WEIGHT TONS NET IS | LOADING TIME ARRIVE | LOADING TIME LEAVE | LOADING STAND BY | UNLOADING TIME ARRIVE | UNLOADING TIME LEAVE | UNLOADING STAND BY | P.O. # or COMMENTS | TOLLS | BILLING |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 1 | 1882745 | 21.31 | 6:45 | 7:10 | | 8:10 | 8:55 | | | | |
| 2 | 1882899 | 16.34 | 9:55 | 10:10 | | 11:10 | 11:45 | | | | |
| 3 | 1883020 | 18.02 | 12:55 | 1:05 | | 2:05 | 2:30 | | | | |
| 4 | | | 3:30 | | | | | | | | |
| 5 | | | | | | | | | | | |
| 6 | | | | | | | | | | | |
| 7 | | | | | | | | | | | |
| 8 | | | | | | | | | | | |
| 9 | | | | | | | | | | | |
| 10 | | | | | | | | | | | |
| 11 | | | | | | | | | | | |
| 12 | | | | | | | | | | | |
| 13 | | | | | | | | | | | |
| 14 | | | | | | | | | | | |
| 15 | | | | | | | | | | | |
| 16 | | | | | | | | | | | |
| 17 | | | | | | | | | | | |
| 18 | | | | | | | | | | | |
| 19 | | | | | | | | | | | |
| 20 | | | | | | | | | | | |

MUST BE TURNED IN WITHIN 2 DAYS COMPLETED ATTACHED TO TAG

TIME SIGNED OUT: 1:05

TOTAL LOADS HAULED: 3

SIGNED OUT LOADED (CIRCLE): YES / NO

SIGNED OUT BY (PRINT): Jose Lopez

D-LINE constructors

1882745 21.31
1882899 16.34
1883020 18.02

DUMPS/MATERIAL CHARGED TO:

START TIME 6:45 AM PM

STOP TIME 3:30 AM PM

DEDUCT TIME 0

NET TIME HRS. 8 MIN. 45

California law requires all employees to take a lunch break and to take a rest break around mid-morning, and another around mid-afternoon.

CONTRACTOR INITIAL HERE FOR NO LUNCH

DRIVER'S SIGNATURE D. Villa

IF MATERIAL OR DUMPS ARE CHARGED TO S&S KEEP ALL RECEIPTS AND ATTACH TO TAG

* BELOW EXCLUSIVE USE OF S&S ONLY *

| | |
|---|---|
| TOTAL HOURS OR TONS | |
| RATE PER HOUR OR TON | $ |
| TOTAL TRKG. | |
| MATERIAL | |
| TAX | |
| DUMPS | |
| BRIDGE TOLL | |
| TOTAL CHARGES | $ |

All bills are due and payable by the 10th of the month. Past due amounts subject to charge 2% per month or maximum amount permitted by law, whichever is greater. Customers will be responsible for all court and attorney costs for collection.

Notice: Our drivers will make every effort to place material where customers designate, but company assumes no responsibility for damage inside curb or property line. No claims allowed unless made when material is delivered and received.

Owners and/or agents signature confirms owners and/or agents acceptance of these terms.

SIGNATURE Jose A Lopez DATE 08/26/25

Your signature on this form is acceptance of the materials delivered / received

WEIGHMASTER-Altamont Landfill & RRF
10840 Altamont Pass Road
Livermore, CA, 94551
Ph: (925)455-7300

Reprint
Ticket# 1882745

Customer Name SSTrucking S AND S TRUCKING
Ticket Date 08/26/2025
Payment Type Credit Account
Manual Ticket#
Billing # 0000527
Manifest WAM
PO
Profile 670340CA (CLASS II COVER SOIL)
Generator OAKLAND UNIFIED-4529 OAKLAND UNIFIED SCHOOL DISTRICT 4610 FOOTHILL BLVD OAKL

Carrier GEN Altamont Generic
Vehicle# 17418ul
Container
S&S TRKN 49
License#

| | Time | Scale | Deputy Weighmaster | Inbound | | |
|---|---|---|---|---|---|---|
| In | 08/26/2025 08:16:06 | Scale 3 I | R Rojas | | Gross | 66080 lb |
| Out | 08/26/2025 08:16:06 | | R Rojas | | Tare | 23460 lb |
| | | | | | Net | 42620 lb |
| | | | | | Tons | 21.31 |

Comments

| | Product | LD% | Qty | UOM | Rate | Tax | Amount | Origin |
|---|---|---|---|---|---|---|---|---|
| 1 | C2 Cover RGC-Tons | 100 | 21.31 | Tons | | | | Oakland |

Total Tax
Total Ticket

Driver`s Signature

WEIGHMASTER CERTIFICATE

THIS IS TO CERTIFY that the following described commodity was weighed, measured,or counted by a weighmaster, whose signature is on this certificate, who is a recognized authority of accuracy, as prescribed by Chapter 7 (commencing with section 12700) of Division 5 of the California Business and Professions Code, administered by the Division of Measurement Standards of the California Department of Food and Agriculture.

WEIGHMASTER-Altamont Landfill & RRF
10840 Altamont Pass Road
Livermore, CA, 94551
Ph: (925)455-7300

Reprint
Ticket# 1882899

Customer Name SSTrucking S AND S TRUCKING
Ticket Date 08/26/2025
Payment Type Credit Account
Manual Ticket#
Billing # 0000527
Manifest WAM
PO
Profile 670340CA (CLASS II COVER SOIL)
Generator OAKLAND UNIFIED-4529 OAKLAND UNIFIED SCHOOL DISTRICT 4610 FOOTHILL BLVD OAKL

Carrier GEN Altamont Generic
Vehicle# 17418u1
Container
S&S TRKN 49
License#

| Time | Scale | Deputy Weighmaster | Inbound | | |
|---|---|---|---|---|---|
| In 08/26/2025 11:11:04 | Scale 3 I | R Rojas | | Gross | 56180 lb |
| Out08/26/2025 11:11:04 | | R Rojas | | Tare | 23460 lb |
| | | | | Net | 32720 lb |
| | | | | Tons | 16.36 |

Comments

| | Product | LD% | Qty | UOM | Rate | Tax | Amount | Origin |
|---|---|---|---|---|---|---|---|---|
| 1 | C2 Cover RGC-Tons | 100 | 16.36 | Tons | | | | Oakland |

Total Tax
Total Ticket

Driver`s Signature

WEIGHMASTER CERTIFICATE

THIS IS TO CERTIFY that the following described commodity was weighed, measured,or counted by a weighmaster, whose signature is on this certificate, who is a recognized authority of accuracy, as prescribed by Chapter 7 (commencing with section 12700) of Division 5 of the California Business and Professions Code, administered by the Division of Measurement Standards of the California Department of Food and Agriculture.

WEIGHMASTER-Altamont Landfill & RRF
10840 Altamont Pass Road
Livermore, CA, 94551
Ph: (925)455-7300

Reprint
Ticket# 1883020

Customer Name SSTrucking S AND S TRUCKING
Ticket Date 08/26/2025
Payment Type Credit Account
Manual Ticket#
Billing # 0000527
Manifest WAM
PO
Profile 670340CA (CLASS II COVER SOIL)
Generator OAKLAND UNIFIED-4529 OAKLAND UNIFIED SCHOOL DISTRICT 4610 FOOTHILL BLVD OAKL

Carrier GEN Altamont Generic
Vehicle# 17418ul
Container
S&S TRKN 49
License#

| | Time | Scale | Deputy Weighmaster | Inbound | | |
|---|---|---|---|---|---|---|
| In | 08/26/2025 14:06:34 | Scale 3 I | Tyler Canady | | Gross | 59500 lb |
| Out | 08/26/2025 14:06:34 | | Tyler Canady | | Tare | 23460 lb |
| | | | | | Net | 36040 lb |
| | | | | | Tons | 18.02 |

Comments

| | Product | LD% | Qty | UOM | Rate | Tax | Amount | Origin |
|---|---|---|---|---|---|---|---|---|
| 1 | C2 Cover RGC-Tons | 100 | 18.02 | Tons | | | | Oakland |

Total Tax
Total Ticket

Driver`s Signature

WEIGHMASTER CERTIFICATE

THIS IS TO CERTIFY that the following described commodity was weighed, measured,or counted by a weighmaster, whose signature is on this certificate, who is a recognized authority of accuracy, as prescribed by Chapter 7 (commencing with section 12700) of Division 5 of the California Business and Professions Code, administered by the Division of Measurement Standards of the California Department of Food and Agriculture.

OFFICE COPY

TAGS MUST BE TURNED IN NO LATER THAN 2 DAYS

S M T W T F S

Date 08 / 26 20 25

TRUCK NO. 5-59 TRAILER NO.

SUB HAULER

S&S SUB HAULER #

PRIME CARRIER S&S Trucking

# S&S TRUCKING

A DBA of SN SANDS CORP.
CA 25119
Specializing in Construction Trucking

Dirt • Rock
Sand • Gravel

477 ROLAND WAY
OAKLAND, CA 94621-2014
(510) 383-3556 • (510) 383-2917 FAX
WWW.SNSANDS.COM

S.B.E.
D.B.E.
M.B.E.
Certified

**SHIPPING ORDER and FREIGHT BILL**
272482

AUG 29 2025

TYPE OF LOADING
☐ BUNKER ☐ BELT
☒ POWER ☐ HAND

NO. OF AXLES
4

EQUIPMENT
☐ TRANSPORT ☐ SEMI BOTTOM
☐ FLATBED ☐ TRANSFER
☐ HIGHSIDE ☐ 10-WHEELER
☐ END DUMP ☐ SUPER DUMP
☐ DOUBLE BOTTOM ☒ SUPER TAG

SHIPPER D-line

POINT OF ORIGIN 4610 Foothill BLVD

CITY Oakland

RECEIVER CONSIGNEE Altamont landfill

DESTINATION Altamont Pass RD

CITY Livermore

TIME STARTED LAST LOAD (SAME AS TIME LEAVE LOADING)–

TIME ARRIVED TO DUMP LAST LOAD (SAME AS TIME ARRIVE UNLOADING)–

NET RUNNING TIME LAST LOAD (DIFFERENCE OF TIME LEAVE LOADING AND TIME ARRIVE LOADING)–

TIME FINISHED DUMP LAST LOAD (SAME AS TIME LEAVE UNLOADING)–

TIME ALLOWED TO RETURN, SAME AS NET RUNNING TIME LAST LOAD ( FIGURE SAME AS #3 ABOVE)–

TAG NO. 272482

P.O. NO.

FUEL GAL.

UNLADEN WEIGHT EMPTY

JOB NO. 2903-2

OIL GAL.

MATERIALS TYPE

| NO. | SCALE TAG NO. | YARDS OR WEIGHT TONS NET IS/ | LOADING TIME ARRIVE | LOADING TIME LEAVE | LOADING STAND BY | UNLOADING TIME ARRIVE | UNLOADING TIME LEAVE | UNLOADING STAND BY | P.O. # or COMMENTS | TOLLS | BILLING |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 1 | 1882746 | 22.27 | 6:45 | 7:15 | | 8:15 | 8:55 | | | | |
| 2 | 1882898 | 17.16 | 9:55 | 10:10 | | 11:05 | 11:35 | | | | |
| 3 | 1883025 | 19.06 | 12:45 | 12:55 | | 2:00 | 2:45 | | | | |
| 4 | | | 3:45 | | | | | | | | |
| 5 | | | | | | | | | | | |
| 6 | | | | | | | | | | | |
| 7 | | | | | | | | | | | |
| 8 | | | | | | | | | | | |
| 9 | | | | | | | | | | | |
| 10 | | | | | | | | | | | |
| 11 | | | | | | | | | | | |
| 12 | | | | | | | | | | | |
| 13 | | | | | | | | | | | |
| 14 | 1882746 | 22.27 | | | | | | | | | |
| 15 | 1882898 | 17.16 | | | | | | | | | |
| 16 | 1883025 | 19.06 | | | | | | | | | |

MUST BE TURNED IN WITHIN 2 DAYS COMP & SIGNED ATTACH ALL SCALE TAGS

TIME SIGNED OUT: 1250

TOTAL LOADS HAULED: 3

SIGNED OUT LOADED(CIRCLE): YES / NO

SIGNED OUT BY: (PRINT) Jose Lopez

D-LINE constructors

DUMPS/MATERIAL CHARGED TO:

START TIME 6:45 AM/PM

STOP TIME 3:45 AM/PM

DEDUCT TIME 0

NET TIME HRS. 9 MIN.

California law requires all employees to take a lunch break and to take a rest break around mid-morning, and another around mid-afternoon.

CONTRACTOR INITIAL HERE FOR NO LUNCH

DRIVER'S SIGNATURE

All bills are due and payable by the 10th of the month. Past due amounts subject to charge of 2% per month or maximum amount permitted by law, whichever is greater. Customers will be responsible for all court and attorney costs for collection.

Notice: Our drivers will make every effort to place material where customers designate, but the company assumes no responsibility for damage inside curb or property line. No claims allowed unless made when material is delivered and received.

Owners and/or agents signature confirms owners and/or agents acceptance of these terms.

SIGNATURE Jose A Lopez DATE 08/26/25

Your signature on this form is acceptance of the materials delivered / received.

**IF MATERIAL OR DUMPS ARE CHARGED TO S&S KEEP ALL RECEIPTS AND ATTACH TO TAG**

* BELOW EXCLUSIVE USE OF S&S ONLY *

| | |
|---|---|
| TOTAL HOURS OR TONS | |
| RATE PER HOUR OR TON | $ |
| TOTAL TRKG. | |
| MATERIAL | |
| TAX | |
| DUMPS | |
| BRIDGE TOLL | |
| TOTAL CHARGES | $ |

WEIGHMASTER-Altamont Landfill & RRF
10840 Altamont Pass Road
Livermore, CA, 94551
Ph: (925)455-7300

Reprint
Ticket# 1882746

Customer Name SSTrucking S AND S TRUCKING
Ticket Date 08/26/2025
Payment Type Credit Account
Manual Ticket#
Billing # 0000527
Manifest WAM
PO
Profile 670340CA (CLASS II COVER SOIL)
Generator OAKLAND UNIFIED-4529 OAKLAND UNIFIED SCHOOL DISTRICT 4610 FOOTHILL BLVD OAKL

Carrier GEN Altamont Generic
Vehicle# 60272U1
Container
S&S TRK 59DT
License#

| | Time | Scale | Deputy Weighmaster | Inbound |
|---|---|---|---|---|
| In | 08/26/2025 08:18:00 | Scale 3 I | R Rojas | |
| Out | 08/26/2025 08:18:00 | | R Rojas | |

| | |
|---|---|
| Gross | 68400 lb |
| Tare | 23860 lb |
| Net | 44540 lb |
| Tons | 22.27 |

Comments

| | Product | LD% | Qty | UOM | Rate | Tax | Amount | Origin |
|---|---|---|---|---|---|---|---|---|
| 1 | C2 Cover RGC-Tons | 100 | 22.27 | Tons | | | | Oakland |

Total Tax
Total Ticket

Driver`s Signature

WEIGHMASTER CERTIFICATE

THIS IS TO CERTIFY that the following described commodity was weighed, measured,or counted by a weighmaster, whose signature is on this certificate, who is a recognized authority of accuracy, as prescribed by Chapter 7 (commencing with section 12700) of Division 5 of the California Business and Professions Code, administered by the Division of Measurement Standards of the California Department of Food and Agriculture.

WEIGHMASTER-Altamont Landfill & RRF
10840 Altamont Pass Road
Livermore, CA, 94551
Ph: (925)455-7300

Reprint
Ticket# 1882898

Customer Name SSTrucking S AND S TRUCKING
Ticket Date 08/26/2025
Payment Type Credit Account
Manual Ticket#
Billing # 0000527
Manifest WAM
PO
Profile 670340CA (CLASS II COVER SOIL)
Generator OAKLAND UNIFIED-4529 OAKLAND UNIFIED SCHOOL DISTRICT 4610 FOOTHILL BLVD OAKL

Carrier GEN Altamont Generic
Vehicle# 60272U1
Container
S&S TRK 59DT
License#

| | Time | Scale | Deputy Weighmaster | Inbound | | |
|---|---|---|---|---|---|---|
| In | 08/26/2025 11:09:15 | Scale 3 I | R Rojas | | Gross | 58180 lb |
| Out | 08/26/2025 11:09:15 | | R Rojas | | Tare | 23860 lb |
| | | | | | Net | 34320 lb |
| | | | | | Tons | 17.16 |

Comments

| | Product | LD% | Qty | UOM | Rate | Tax | Amount | Origin |
|---|---|---|---|---|---|---|---|---|
| 1 | C2 Cover RGC-Tons | 100 | 17.16 | Tons | | | | Oakland |

Total Tax
Total Ticket

Driver`s Signature

WEIGHMASTER CERTIFICATE

THIS IS TO CERTIFY that the following described commodity was weighed, measured,or counted by a weighmaster, whose signature is on this certificate, who is a recognized authority of accuracy, as prescribed by Chapter 7 (commencing with section 12700) of Division 5 of the California Business and Professions Code, administered by the Division of Measurement Standards of the California Department of Food and Agriculture.

WEIGHMASTER-Altamont Landfill & RRF
10840 Altamont Pass Road
Livermore, CA, 94551
Ph: (925)455-7300

Reprint
Ticket# 1883025

Customer Name SSTrucking S AND S TRUCKING
Ticket Date 08/26/2025
Payment Type Credit Account
Manual Ticket#
Billing # 0000527
Manifest WAM
PO
Profile 670340CA (CLASS II COVER SOIL)
Generator OAKLAND UNIFIED-4529 OAKLAND UNIFIED SCHOOL DISTRICT 4610 FOOTHILL BLVD OAKL

Carrier GEN Altamont Generic
Vehicle# 60272U1
Container
S&S TRK 59DT
License#

| | Time | Scale | Deputy Weighmaster | Inbound | | |
|---|---|---|---|---|---|---|
| In | 08/26/2025 14:10:06 | Scale 3 I | Tyler Canady | | Gross | 61980 lb |
| Out | 08/26/2025 14:10:06 | | Tyler Canady | | Tare | 23860 lb |
| | | | | | Net | 38120 lb |
| | | | | | Tons | 19.06 |

Comments

| | Product | LD% | Qty | UOM | Rate | Tax | Amount | Origin |
|---|---|---|---|---|---|---|---|---|
| 1 | C2 Cover RGC-Tons | 100 | 19.06 | Tons | | | | Oakland |

Total Tax
Total Ticket

Driver`s Signature

WEIGHMASTER CERTIFICATE

THIS IS TO CERTIFY that the following described commodity was weighed, measured,or counted by a weighmaster, whose signature is on this certificate, who is a recognized authority of accuracy, as prescribed by Chapter 7 (commencing with section 12700) of Division 5 of the California Business and Professions Code, administered by the Division of Measurement Standards of the California Department of Food and Agriculture.

OFFICE COPY

TAGS MUST BE TURNED IN NO LATER THAN 2 DAYS

S M W T F S

Date 08/26/2025

TRUCK NO. S-63 TRAILER NO. NA

SUB HAULER

S&S SUB HAULER #

PRIME CARRIER S&S

# S&S TRUCKING

A DBA of SN SANDS CORP.
CA 25119
Specializing in Construction Trucking

Dirt • Rock
Sand • Gravel

477 ROLAND WAY
OAKLAND, CA 94621-2014
(510) 383-3556 • (510) 383-2917 FAX
WWW.SNSANDS.COM

S.B.E.
D.B.E.
M.B.E.
Certified

**SHIPPING ORDER and FREIGHT BILL**
274131

AUG 29 2025

TYPE OF LOADING
☐ BUNKER ☐ BELT
☑ POWER ☐ HAND

NO. OF AXLES 4

EQUIPMENT
☐ TRANSPORT ☐ SEMI BOTTOM
☐ FLATBED ☐ TRANSFER
☐ HIGHSIDE ☐ 10-WHEELER
☐ END DUMP ☐ SUPER DUMP
☐ DOUBLE BOTTOM ☑ SUPER TAG

SHIPPER D-LINE

POINT OF ORIGIN 4610 Foothill Blvd

CITY OAKLAND, CA.

RECEIVER CONSIGNEE ~~Alot~~ Altamont

DESTINATION LANDFILL

CITY LIVERMORE, CA.

TIME STARTED LAST LOAD (SAME AS TIME LEAVE LOADING)–

TIME ARRIVED TO DUMP LAST LOAD (SAME AS TIME ARRIVE UNLOADING)–

NET RUNNING TIME LAST LOAD (DIFFERENCE OF TIME LEAVE LOADING AND TIME ARRIVE LOADING)–

TIME FINISHED DUMP LAST LOAD (SAME AS TIME LEAVE UNLOADING)–

TIME ALLOWED TO RETURN, SAME AS NET RUNNING TIME LAST LOAD ( FIGURE SAME AS #3 ABOVE)–

TAG NO. 274131

P.O. NO.

FUEL GAL.

UNLADEN WEIGHT EMPTY

JOB NO. 2903-2

OIL GAL.

MATERIALS TYPE DIRT

| NO. | SCALE TAG NO. | YARDS OR WEIGHT TONS NET IS | LOADING TIME ARRIVE | LOADING TIME LEAVE | LOADING STAND BY | UNLOADING TIME ARRIVE | UNLOADING TIME LEAVE | UNLOADING STAND BY | P.O. # or COMMENTS | TOLLS | BILLING |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 1 | 1882748 | 22.32 | 645 | 715 | | 815 | 845 | | load time 1:10 | | |
| 2 | | | | | | | | | | | |
| 3 | 1882897 | 20.09 | 945 | 1000 | | 1100 | 1140 | | | | |
| 4 | | | | | | | | | | | |
| 5 | 1883031 | 20.15 | 1242 | 1255 | | 1410 | 1445 | | Sign out fully LOADED | | |
| 6 | | | | | | | 1600 | | | | |
| 7 | | | | | | | | | | | |
| 8 | | | | | | | | | | | |
| 9 | | | | | | | | | | | |
| 10 | | | | | | | | | | | |
| 11 | | | | | | | | | | | |
| 12 | | | | | | | | | | | |
| 13 | | | | | | | | | | | |
| 14 | 1882748 | 22.32 | | | | | | | | | |
| 15 | 1882897 | 20.09 | | | | | | | | | |
| 16 | 1883031 | 20.15 | | | | | | | | | |

~~MUST BE TURNED IN WITHIN 2 DAYS COMP & SIGNED ATTACH ALL SCALE TAGS~~

TIME SIGNED OUT: 1255

TOTAL LOADS HAULED: 3

SIGNED OUT LOADED (CIRCLE): YES / NO

SIGNED OUT BY: Jose Lopez
(PRINT)

D-LINE constructors

DUMPS/MATERIAL CHARGED TO:

START TIME 6:45 AM PM

STOP TIME 4:00 AM PM

DEDUCT TIME 30

NET TIME HRS. 9 MIN. 45

California law requires all employees to take a lunch break and to take a rest break around mid-morning, and another around mid-afternoon.

CONTRACTOR INITIAL HERE FOR NO LUNCH

RC 3 LOADS

DRIVER'S SIGNATURE

IF MATERIAL OR DUMPS ARE CHARGED TO S&S KEEP ALL RECEIPTS AND ATTACH TO TAG

* BELOW EXCLUSIVE USE OF S&S ONLY *

| | |
|---|---|
| TOTAL HOURS OR TONS | |
| RATE PER HOUR OR TON | $ |
| TOTAL TRKG. | |
| MATERIAL | |
| TAX | |
| DUMPS | |
| BRIDGE TOLL | |
| TOTAL CHARGES | $ |

All bills are due and payable by the 10th of the month. Past due amounts subject to charge of 2% per month or maximum amount permitted by law, whichever is greater. Customers will be responsible for all court and attorney costs for collection.

Notice: Our drivers will make every effort to place material where customers designate, but the company assumes no responsibility for damage inside curb or property line. No claims allowed unless made when material is delivered and received.

Owners and/or agents signature confirms owners and/or agents acceptance of these terms.

SIGNATURE Jose A. Lopez DATE 08-26-25

Your signature on this form is acceptance of the materials delivered / received.

WEIGHMASTER-Altamont Landfill & RRF
10840 Altamont Pass Road
Livermore, CA, 94551
Ph: (925)455-7300

Reprint
Ticket# 1882748

Customer Name SSTrucking S AND S TRUCKING
Ticket Date 08/26/2025
Payment Type Credit Account
Manual Ticket#
Billing # 0000527
Manifest WAM
PO
Profile 670340CA (CLASS II COVER SOIL)
Generator OAKLAND UNIFIED-4529 OAKLAND UNIFIED SCHOOL DISTRICT 4610 FOOTHILL BLVD OAKL

Carrier GEN Altamont Generic
Vehicle# 62959p2
Container
S&S TRK 63
License#

| | Time | Scale | Deputy Weighmaster | Inbound | | |
|---|---|---|---|---|---|---|
| In | 08/26/2025 08:20:36 | Scale 3 I | R Rojas | | Gross | 68160 lb |
| Out | 08/26/2025 08:20:36 | | R Rojas | | Tare | 23520 lb |
| | | | | | Net | 44640 lb |
| | | | | | Tons | 22.32 |

Comments

| | Product | LD% | Qty | UOM | Rate | Tax | Amount | Origin |
|---|---|---|---|---|---|---|---|---|
| 1 | C2 Cover RGC-Tons | 100 | 22.32 | Tons | | | | Oakland |

Total Tax
Total Ticket

Driver`s Signature

WEIGHMASTER CERTIFICATE

THIS IS TO CERTIFY that the following described commodity was weighed, measured,or counted by a weighmaster, whose signature is on this certificate, who is a recognized authority of accuracy, as prescribed by Chapter 7 (commencing with section 12700) of Division 5 of the California Business and Professions Code, administered by the Division of Measurement Standards of the California Department of Food and Agriculture.

WEIGHMASTER-Altamont Landfill & RRF
10840 Altamont Pass Road
Livermore, CA, 94551
Ph: (925)455-7300

Reprint
Ticket# 1882897

2

Customer Name SSTrucking S AND S TRUCKING
Ticket Date 08/26/2025
Payment Type Credit Account
Manual Ticket#
Billing # 0000527
Manifest WAM
PO
Profile 670340CA (CLASS II COVER SOIL)
Generator OAKLAND UNIFIED-4529 OAKLAND UNIFIED SCHOOL DISTRICT 4610 FOOTHILL BLVD OAKL

Carrier GEN Altamont Generic
Vehicle# 62959p2
Container
S&S TRK 63
License#

| Time | Scale | Deputy Weighmaster | Inbound | | |
|---|---|---|---|---|---|
| In 08/26/2025 11:07:30 | Scale 3 I | R Rojas | | Gross | 63700 lb |
| Out08/26/2025 11:07:30 | | R Rojas | | Tare | 23520 lb |
| | | | | Net | 40180 lb |
| | | | | Tons | 20.09 |

Comments

| | Product | LD% | Qty | UOM | Rate | Tax | Amount | Origin |
|---|---|---|---|---|---|---|---|---|
| 1 | C2 Cover RGC-Tons | 100 | 20.09 | Tons | | | | Oakland |

Total Tax
Total Ticket

Driver`s Signature

WEIGHMASTER CERTIFICATE

THIS IS TO CERTIFY that the following described commodity was weighed, measured,or counted by a weighmaster, whose signature is on this certificate, who is a recognized authority of accuracy, as prescribed by Chapter 7 (commencing with section 12700) of Division 5 of the California Business and Professions Code, administered by the Division of Measurement Standards of the California Department of Food and Agriculture.

3

WEIGHMASTER-Altamont Landfill & RRF
10840 Altamont Pass Road
Livermore, CA, 94551
Ph: (925)455-7300

Reprint
Ticket# 1883031

Customer Name SSTrucking S AND S TRUCKING
Ticket Date 08/26/2025
Payment Type Credit Account
Manual Ticket#
Billing # 0000527
Manifest WAM
PO
Profile 670340CA (CLASS II COVER SOIL)
Generator OAKLAND UNIFIED-4529 OAKLAND UNIFIED SCHOOL DISTRICT 4610 FOOTHILL BLVD OAKL

Carrier GEN Altamont Generic
Vehicle# 62959p2
Container
S&S TRK 63
License#

| Time | | Scale | Deputy Weighmaster | Inbound | | |
|---|---|---|---|---|---|---|
| In | 08/26/2025 14:16:05 | Scale 3 I | Tyler Canady | | Gross | 63820 lb |
| Out | 08/26/2025 14:16:05 | | Tyler Canady | | Tare | 23520 lb |
| | | | | | Net | 40300 lb |
| | | | | | Tons | 20.15 |

Comments

| | Product | LD% | Qty | UOM | Rate | Tax | Amount | Origin |
|---|---|---|---|---|---|---|---|---|
| 1 | C2 Cover RGC-Tons | 100 | 20.15 | Tons | | | | Oakland |

Total Tax
Total Ticket

Driver`s Signature

WEIGHMASTER CERTIFICATE

THIS IS TO CERTIFY that the following described commodity was weighed, measured,or counted by a weighmaster, whose signature is on this certificate, who is a recognized authority of accuracy, as prescribed by Chapter 7 (commencing with section 12700) of Division 5 of the California Business and Professions Code, administered by the Division of Measurement Standards of the California Department of Food and Agriculture.

Vulcan Materials Company and Subsidiaries
CALMAT CO.

**SHIP TO:**

**J#2504 FREMONT HS**
**J 2504 FREMONT HS**
**4610 FOOTHILL BLVD /**
**4610 FOOTHILL BLVD,**
**OAKLAND,CA,94601**

**SOLD TO:**

**D-LINE CONSTRUCTORS INC**
**499 EMBARCADERO**
**POST 3 BOX 6**
**OAKLAND, CA 94606-5131**

# INVOICE

To ensure proper credit, please include remittance or list invoice numbers on your check remittance and send to:

**Syar Industries,LLC dba Calmat Co**
**PO Box 55572**
**Los Angeles, CA 90074-5572, US**
**Phone: 1-800-777-8752 or help@vmcmail.com**

| | |
|---|---|
| CUSTOMER NO: | **135632-375808** |
| INVOICE NO: | **4472912** |
| INVOICE DATE: | **09/10/2025** |
| INVOICE AMT: | **3,896.79** |
| ORDER: | **2275451689** |
| DUE DATE: | **10/15/2025** |

Invoices not paid according to our credit terms will be assessed a Finance Charge. Customer shall pay all cost of collection including but not limited to a reasonable attorney's fee for services rendered by suit or otherwise in collecting past due invoices.

| TOTAL QUANTITY: | TOTAL LOADS: |
|---|---|
| 78.58 | 5.00 |

| TAXES: | PERCENT: | AMOUNT: |
|---|---|---|
| CALIFORNIA | 6.00% | 217.74 |
| SOLANO | 1.25% | 45.36 |
| PUBLIC LIBRARY DISTRICT | 0.12% | 4.55 |

| SALES TAX: | TOTAL PRODUCT: | Pay this AMOUNT: |
|---|---|---|
| 267.65 | 3,556.07 | |
| FEES: 0.00 | TOTAL FREIGHT: 0.00 | |
| | TOTAL OTHER: 73.07 | **$3,896.79** |

| SALES REP | PO NUMBER | REF | CONTRACT NO. | TAX EXEMPT ID. | TERMS |
|---|---|---|---|---|---|
| Brandi Schacherer | 2504 | | | | NET 15th PROX - Payable in full by the 15th of each month following month of shipment |

| INVOICE # | INVOICE DATE | CUSTOMER NUMBER | LOCATION | LOCATION | ORDER | BILL OF LADING | FOB |
|---|---|---|---|---|---|---|---|
| 4472912 | 09/10/2025 | 135632-375808 | 5035-112 | LAKE HERMAN | 2275451689 | | PICKUP |

**TICKET DETAIL**

| SHIP DATE | TICKET | VEHICLE | CLASS | PROD CODE | DESCRIPTION | PRODUCT UOM | PRODUCT QTY | PRODUCT PRICE | FREIGHT UOM | FREIGHT QTY | FREIGHT PRICE | OTHER CHARGES UOM | OTHER CHARGES QTY | OTHER CHARGES PRICE | AMOUNT |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 09/05/2025 | 40523565 | 63117 | | 22090 | 3" DRAIN ROCK | T | 16.36 | 41.00 | | | | | | | 670.76 |
| | | | | ENVFEETON | Environmental Fee Ton -Agg & Asphalt | | | | | | | T | 16.36 | 0.93 | 15.21 |
| | 40523567 | 60749 | | 22090 | 3" DRAIN ROCK | T | 15.61 | 41.00 | | | | | | | 640.01 |
| | | | | ENVFEETON | Environmental Fee Ton -Agg & Asphalt | | | | | | | T | 15.61 | 0.93 | 14.52 |
| | 40523602 | 58069 | | 22090 | 3" DRAIN ROCK | T | 16.22 | 41.00 | | | | | | | 665.02 |
| | | | | ENVFEETON | Environmental Fee Ton -Agg & Asphalt | | | | | | | T | 16.22 | 0.93 | 15.08 |
| | | | | | | | **48.19** | | | | | | | | **2,020.60** |
| | 40523155 | 54816 | | 48180 | 3X6 MATTRESS GABION | T | 15.95 | 52.00 | | | | | | | 829.40 |
| | | | | ENVFEETON | Environmental Fee Ton -Agg & Asphalt | | | | | | | T | 15.95 | 0.93 | 14.83 |
| | 40523460 | 54816 | | 48180 | 3X6 MATTRESS GABION | T | 14.44 | 52.00 | | | | | | | 750.88 |
| | | | | ENVFEETON | Environmental Fee Ton -Agg & Asphalt | | | | | | | T | 14.44 | 0.93 | 13.43 |
| | | | | | | | **30.39** | | | | | | | | **1,608.54** |

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Vulcan Materials Company and Subsidiaries

CALMAT CO.

**SHIP TO:**

**J#2504 FREMONT HS**
**J#2404 FREMONT HS**
**4610 FOOTHILL BLVD /**
**4610 FOOTHILL BLVD /OAKLAND,CA144120**
**OAKLAND,CA,94601**

**SOLD TO:**

**D-LINE CONSTRUCTORS INC**
**499 EMBARCADERO**
**POST 3 BOX 6**
**OAKLAND, CA 94606-5131**

# INVOICE

To ensure proper credit, please include remittance or list invoice numbers on your check remittance and send to:

**Calmat Co dba Vulcan Materials Co**
**PO Box 55572**
**Los Angeles, CA 90074-5572, US**
**Phone: 1-800-777-8752 or help@vmcmail.com**

| | |
|---|---|
| CUSTOMER NO: | **135632-375808** |
| INVOICE NO: | **4472483** |
| INVOICE DATE: | **09/10/2025** |
| INVOICE AMT: | **420.00** |
| ORDER: | **2275451689** |
| DUE DATE: | **10/15/2025** |

Invoices not paid according to our credit terms will be assessed a Finance Charge. Customer shall pay all cost of collection including but not limited to a reasonable attorney's fee for services rendered by suit or otherwise in collecting past due invoices.

TOTAL QUANTITY: 3.00 | TOTAL LOADS: 3.00

TAXES: PERCENT: AMOUNT:

SALES TAX: 0.00

FEES: 0.00

TOTAL PRODUCT: 420.00

TOTAL FREIGHT: 0.00

TOTAL OTHER: 0.00

**Pay this AMOUNT:**

**$420.00**

| SALES REP | PO NUMBER | REF | CONTRACT NO. | TAX EXEMPT ID. | TERMS |
|---|---|---|---|---|---|
| Brandi Schacherer | 2504 | | | | NET 15th PROX - Payable in full by the 15th of each month following month of shipment |

| INVOICE # | INVOICE DATE | CUSTOMER NUMBER | LOCATION | LOCATION | ORDER | BILL OF LADING | FOB |
|---|---|---|---|---|---|---|---|
| 4472483 | 09/10/2025 | 135632-375808 | 5122-171 | PLEASANTON RECYCLE | 2275451689 | | PICKUP |

**TICKET DETAIL**

| SHIP DATE | TICKET | VEHICLE | CLASS | PROD CODE | DESCRIPTION | PRODUCT UOM | PRODUCT QTY | PRODUCT PRICE | FREIGHT UOM | FREIGHT QTY | FREIGHT PRICE | OTHER CHARGES UOM | OTHER CHARGES QTY | OTHER CHARGES PRICE | AMOUNT |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 09/05/2025 | 22417069 | D-LINE | | 8LCF1 | CONC DUMP | L | 1.00 | 140.00 | | | | | | | 140.00 |
| | 22417070 | D-LINE | | 8LCF1 | CONC DUMP | L | 1.00 | 140.00 | | | | | | | 140.00 |
| | 22417071 | D-LINE | | 8LCF1 | CONC DUMP | L | 1.00 | 140.00 | | | | | | | 140.00 |

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# INVOICE

WHITE CAP

White Cap, L.P.
PO Box 4944
Orlando, FL 32802-4944

**BRANCH ADDRESS**
022 - HAYWARD CA

(510) 731-5501
411 WEST A STREET
HAYWARD CA 94541
ALAMEDA

| INVOICE NUMBER |
|---|
| 50033074365 |
| **INVOICE DATE** |
| 08/26/2025 |
| **CUSTOMER PO NUMBER** |
| 2504 |

| TO VIEW AND PAY ONLINE GO TO: |
|---|
| http://whitecap.billtrust.com |
| **ENROLLMENT TOKEN:** |
| PPQ PKR TWR |

**TERRITORY:**

**ACCOUNT # 10000050646**

**SHIP TO: 10002596019**

| MAKE CHECKS PAYABLE TO: |
|---|
| **White Cap, L.P.**<br>**P.O. BOX 6040**<br>**CYPRESS, CA 90630-0040** |

D LINE CONSTRUCTORS INC
2744 EAST 11TH, H14
OAKLAND CA 94601

NEW YARD SAN LEANDRO
940 DOOLITTLE DRIVE
SAN LEANDRO CA 94577

| ORDER DATE | ORDER NO. | ORDERED BY | ACCOUNT MANAGER | TAKEN BY |
|---|---|---|---|---|
| 08/25/2025 | 68024051 | JOE JOYCE | DODDS, WESLEY C | DODDS, WESLEY C |

| BRANCH | ACCT JOB NO. | TERMS | SHIP VIA / ROUTING | CUSTOMER JOB NO. |
|---|---|---|---|---|
| 022 | 10002596019 | NET 30 DAYS | 0. WILL CALL | NEW YARD SAN |

| LINE | PART NUMBER | DESCRIPTION | QTY ORD | UNIT PRICE | QTY BKO | QTY SHP | EXTENDED PRICE | TAX AMT |
|---|---|---|---|---|---|---|---|---|
| 0 | HDRDESC | **********<br>DELIVERY TAG#: 36373133<br>SHIPPING NOTES:<br>**********REVISED**********<br>*<br>********** | 1 | 0 | 0 | 1 | 0.00 | |
| 1 | 517NX6503880 | 12.5'X262.5' 364.6 SY/ROLL NX650<br>INTERAX GEOGRID TENSAR | 4 | 1,915.00 RL | 0 | 4 | 7,660.00 | 823.45 |
| 2 | 313A1138 | 3/8" RAPID 11 STAPLES 5M/BOX | 3 | 5.36 BOX | 0 | 3 | 16.08 | 1.72 |

The White Cap Family of Brands includes All-Tex Waterproofing Solutions, Harmac, Kenseal, Marvel Building & Masonry Supply, MASONPRO, Williams Equipment & Supply, Valley Supply Co, and Diamond Tool. Learn more at About.WhiteCap.com

**Pay your invoices online** by visiting: https://whitecap.billtrust.com

**Sales Tax Exemption** Questions or Certificates: TaxExemptCredit@whitecap.com

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For questions regarding this invoice please call (888) 888-9580

NO REFUNDS OR EXCHANGES ON NON STOCK MERCHANDISE
Visit https://www.whitecap.com/terms/terms-conditions-of-sale-terms to view complete terms and conditions.

| | |
|---|---|
| TOTAL GROSS | 7,676.08 |
| TOTAL TAX | 825.17 |
| TOTAL SHIPPING AND HANDLING | 0.00 |
| TOTAL INVOICE | 8,501.25 |

RECEIVED BY: JOSE GONZALEZ SIGNATURE COPY ON FILE

# INVOICE

White Cap, L.P.
PO Box 4944
Orlando, FL 32802-4944

**BRANCH ADDRESS**
780 - WC NEWARK CA

(510) 493-7840
6691 CLARK AVE
NEWARK CA 94560
ALAMEDA

| INVOICE NUMBER |
|---|
| 50033121791 |
| **INVOICE DATE** |
| 08/28/2025 |
| **CUSTOMER PO NUMBER** |
| 9000.00.08 |

| TO VIEW AND PAY ONLINE GO TO: |
|---|
| http://whitecap.billtrust.com |
| **ENROLLMENT TOKEN:** |
| PPQ PKR TWR |

**TERRITORY:**

**ACCOUNT # 10000050646**

**SHIP TO: 10002596019**

| MAKE CHECKS PAYABLE TO: |
|---|
| **White Cap, L.P.**<br>**P.O. BOX 6040**<br>**CYPRESS, CA 90630-0040** |

D LINE CONSTRUCTORS INC
2744 EAST 11TH, H14
OAKLAND CA 94601

NEW YARD SAN LEANDRO
940 DOOLITTLE DRIVE
SAN LEANDRO CA 94577

| ORDER DATE | ORDER NO. | ORDERED BY | ACCOUNT MANAGER | TAKEN BY |
|---|---|---|---|---|
| 08/26/2025 | 68053002 | JOE JOYCE | DODDS, WESLEY C | DODDS, WESLEY C |

| BRANCH | ACCT JOB NO. | TERMS | SHIP VIA / ROUTING | CUSTOMER JOB NO. |
|---|---|---|---|---|
| 780 | 10002596019 | NET 30 DAYS | 0. WILL CALL | NEW YARD SAN |

| LINE | PART NUMBER | DESCRIPTION | QTY ORD | UNIT PRICE | QTY BKO | QTY SHP | EXTENDED PRICE | TAX AMT |
|---|---|---|---|---|---|---|---|---|
| 0 | HDRDESC | **********<br>DELIVERY TAG#: 36399940<br>********** | 1 | 0 | 0 | 1 | 0.00 | |
| 1 | 517NX6503880 | 12.5'X262.5' 364.6 SY/ROLL NX650<br>INTERAX GEOGRID TENSAR | 4 | 1,915.00 RL | 0 | 4 | 7,660.00 | 823.45 |

The White Cap Family of Brands includes All-Tex Waterproofing Solutions, Harmac, Kenseal, Marvel Building & Masonry Supply, MASONPRO, Williams Equipment & Supply, Valley Supply Co, and Diamond Tool. Learn more at About.WhiteCap.com

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**Sales Tax Exemption** Questions or Certificates: TaxExemptCredit@whitecap.com

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For questions regarding this invoice please call (888) 888-9580

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Visit https://www.whitecap.com/terms/terms-conditions-of-sale-terms to view complete terms and conditions.

RECEIVED BY: JOYCE JOE SIGNATURE COPY ON FILE

| | |
|---|---|
| TOTAL GROSS | 7,660.00 |
| TOTAL TAX | 823.45 |
| TOTAL SHIPPING AND HANDLING | 0.00 |
| TOTAL INVOICE | 8,483.45 |

# INVOICE

White Cap, L.P.
PO Box 4944
Orlando, FL 32802-4944

**BRANCH ADDRESS**
022 - HAYWARD CA

(510) 731-5501
411 WEST A STREET
HAYWARD CA 94541
ALAMEDA

| INVOICE NUMBER |
|---|
| 50033143049 |
| **INVOICE DATE** |
| 08/29/2025 |
| **CUSTOMER PO NUMBER** |
| 9000.08 |

| TO VIEW AND PAY ONLINE GO TO: |
|---|
| http://whitecap.billtrust.com |
| **ENROLLMENT TOKEN:** |
| PPQ PKR TWR |

**TERRITORY:**

**ACCOUNT # 10000050646**

**SHIP TO: 10005669469**

| MAKE CHECKS PAYABLE TO: |
|---|
| **White Cap, L.P.**<br>**P.O. BOX 6040**<br>**CYPRESS, CA 90630-0040** |

D LINE CONSTRUCTORS INC
2744 EAST 11TH, H14
OAKLAND CA 94601

FREMONT HS RENOVATION
4610 FOOTHILL BLVD
JOB# 2504
OAKLAND CA 94601

| ORDER DATE | ORDER NO. | ORDERED BY | ACCOUNT MANAGER | TAKEN BY |
|---|---|---|---|---|
| 08/28/2025 | 68105251 | DAGOBERTO AVILES | DODDS, WESLEY C | HILAO-BAUTISTA, IAN C |

| BRANCH | ACCT JOB NO. | TERMS | SHIP VIA / ROUTING | CUSTOMER JOB NO. |
|---|---|---|---|---|
| 022 | 10005669469 | NET 30 DAYS | 0. WILL CALL | FREMONT HS |

| LINE | PART NUMBER | DESCRIPTION | QTY ORD | UNIT PRICE | QTY BKO | QTY SHP | EXTENDED PRICE | TAX AMT |
|---|---|---|---|---|---|---|---|---|
| 0 | HDRDESC | **********<br>DELIVERY TAG#: 36444330<br>********** | 1 | 0 | 0 | 1 | 0.00 | |
| 1 | 517NX6503880 | 12.5'X262.5' 364.6 SY/ROLL NX650 INTERAX GEOGRID TENSAR | 1 | 2,816.05 RL | 0 | 1 | 2,816.05 | 302.72 |
| 2 | 109RT300 | 11-1/2" SINGLE MEASURING WHEEL FT/IN ROLATAPE | 1 | 91.69 EA | 0 | 1 | 91.69 | 9.87 |

The White Cap Family of Brands includes All-Tex Waterproofing Solutions, Harmac, Kenseal, Marvel Building & Masonry Supply, MASONPRO, Williams Equipment & Supply, Valley Supply Co, and Diamond Tool. Learn more at About.WhiteCap.com

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**Sales Tax Exemption** Questions or Certificates: TaxExemptCredit@whitecap.com

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For questions regarding this invoice please call (888) 888-9580

NO REFUNDS OR EXCHANGES ON NON STOCK MERCHANDISE
Visit https://www.whitecap.com/terms/terms-conditions-of-sale-terms to view complete terms and conditions.

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SIGNATURE COPY ON FILE

| | |
|---|---|
| TOTAL GROSS | 2,907.74 |
| TOTAL TAX | 312.59 |
| TOTAL SHIPPING AND HANDLING | 0.00 |
| TOTAL INVOICE | 3,220.33 |

# INVOICE

WHITE CAP

White Cap, L.P.
PO Box 4944
Orlando, FL 32802-4944

**BRANCH ADDRESS**
022 - HAYWARD CA

(510) 731-5501
411 WEST A STREET
HAYWARD CA 94541
ALAMEDA

| INVOICE NUMBER |
|---|
| 50033226480 |
| **INVOICE DATE** |
| 09/04/2025 |
| **CUSTOMER PO NUMBER** |
| 9000.8 |

| TO VIEW AND PAY ONLINE GO TO: |
|---|
| http://whitecap.billtrust.com |
| **ENROLLMENT TOKEN:** |
| PPQ PKR TWR |

**TERRITORY:**

**ACCOUNT # 10000050646**

**SHIP TO: 10005669469**

| MAKE CHECKS PAYABLE TO: |
|---|
| **White Cap, L.P.**<br>**P.O. BOX 6040**<br>**CYPRESS, CA 90630-0040** |

D LINE CONSTRUCTORS INC
2744 EAST 11TH, H14
OAKLAND CA 94601

FREMONT HS RENOVATION
4610 FOOTHILL BLVD
JOB# 2504
OAKLAND CA 94601

| ORDER DATE | ORDER NO. | ORDERED BY | ACCOUNT MANAGER | TAKEN BY |
|---|---|---|---|---|
| 09/04/2025 | 68217664 | JOE JOYCE | DODDS, WESLEY C | JUAREZ, MARIA PATRICIA |

| BRANCH | ACCT JOB NO. | TERMS | SHIP VIA / ROUTING | CUSTOMER JOB NO. |
|---|---|---|---|---|
| 022 | 10005669469 | NET 30 DAYS | 0. WILL CALL | FREMONT HS |

| LINE | PART NUMBER | DESCRIPTION | QTY ORD | UNIT PRICE | | QTY BKO | QTY SHP | EXTENDED PRICE | TAX AMT |
|---|---|---|---|---|---|---|---|---|---|
| 0 | HDRDESC | **********<br>DELIVERY TAG#: 36531513<br>SHIPPING NOTES: *-*-HAVE READY AT 6AM*-*-<br>********** | 1 | 0 | | 0 | 1 | 0.00 | |
| 1 | 157R140N15 | 140N 15' X 360' NON WOVEN 600 SY MIRAFI | 1 | 396.00 | RL | 0 | 1 | 396.00 | 42.57 |
| 2 | 517NX6503880 | 12.5'X262.5' 364.6 SY/ROLL NX650 INTERAX GEOGRID TENSAR | 1 | 1,915.00 | RL | 0 | 1 | 1,915.00 | 205.90 |

The White Cap Family of Brands includes All-Tex Waterproofing Solutions, Harmac, Kenseal, Marvel Building & Masonry Supply, MASONPRO, Williams Equipment & Supply, Valley Supply Co, and Diamond Tool. Learn more at About.WhiteCap.com

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SIGNATURE COPY ON FILE

| | |
|---|---|
| TOTAL GROSS | 2,311.00 |
| TOTAL TAX | 248.47 |
| TOTAL SHIPPING AND HANDLING | 0.00 |
| TOTAL INVOICE | 2,559.47 |

PCO # 010

09/25/2025

OAKLAND UNIFIED SCHOOL DISTRICT
955 HIGH STREET
OAKLAND, California, 94601

**Re:** PCO #010 Revision 0 - CE #023 - PH1 RFI 026 Soil Compaction Issues at Parking Lot
**Job:** 0583-01 **/** OUSD FREMONT - BLDG A MODERNIZATION & NEW PARKING LOT

Enclosed please find **Potential Change Order #010** in the amount of $182,658.88 for:

CE #023 - PH1 RFI 026 Soil Compaction Issues at Parking Lot

This PCO includes costs to over-excavate, off haul soil, add AB, gravel, and geogrid fabric as directed by Atlas at the parking lot at the areas that failed compaction. Reference RFI 026 and additional email direction from Atlas at areas that did not pass after the initial fix.
Costs were tracked on T&M as agreed.

| PCO Item | Description | Cost |
|---|---|---|
| 1 | D-line/Focon COR 008 - T&M tags dated 8/25/25 thru 9/8/25 - Repair Subgrade at Parking Lot for Compaction | $168,738.00 |
| | Subtotal | $168,738.00 |
| | Insurance (1.35%): | $2,277.96 |
| | Builders Risk (1.40%): | $2,362.33 |
| | SDI (0.50%): | $843.69 |
| | Bond (0.62%): | $1,046.18 |
| | Oakland GRT (0.38%): | $641.20 |
| | Fee (4.00%): | $6,749.52 |
| | Total: | $182,658.88 |

This pricing is valid for 30 days. This PCO includes a schedule extension of 0 days. We reserve the right to a contract time extension should the work contained in this PCO impact the overall project schedule.

Please sign below to approve and return to our office. Upon your signature, we will execute the appropriate subcontract adjustments and include this in a forthcoming Prime Contract Change Order to cover this added scope. If at any time contingency funds are used to pay for additional work, Cahill reserves the right to request a change order at a later date if it becomes apparent that contingency funds are needed elsewhere. Please call if you have any questions.

**Very truly yours,**
Cahill Contractors LLC



Megan McDevitt 9/25/2025

**Accepted by:**
OAKLAND UNIFIED SCHOOL DISTRICT

Date

# CHANGE ORDER REQUEST

# 8.1

**Title:** Phase I Subgrade Failed Areas
**Project Name:** Fremont High School Modernization
**Project Address:** 4610 Foothill Boulevard
Oakland, CA 94601
**COR Date:** 09/18/2025
**T&M Tag Numbers:** EX04084, EX04086, EX04090, EX04096, EX04100, EX04103, EX04111, EX04118
**D-Line Constructors, Inc Job Number:** 2504
**Customer Job Number:**
**Customer Reference Number:** RFI 025

**Our Information**

**D-Line Constructors, Inc**
2744 East 11th Street
Oakland, CA 94601
**Phone:** (510)-251-6400

**Customer Information**

**Cahill / Focon Joint Venture**
425 California Street, Suite 2200
San Francisco, CA 94104

**Description of Change Order Request**

**T&M Tag EX04084:**
Over excavated 1' foot from subgrade due to subgrade being to wet and causing the areas to pump this was executed per geo tech recommendations using excavator to over excavate and stockpile in preparation to off haul the spoils generated
Monday 08/25/2025

**T&M Tag EX04086:**
Continued to over excavate 12" beneath subgrade per geo tech recommendation spoils generated were stockpiled and off hauled
32 loads of spoils were generated and off hauled using super-tags
We balanced excavation with dozer, and skip loader
Crew placed Tensar Fabric on the whole excavation in preparation for ab placement
Lifts of 6" were done with ab per geo tech direction
5 super-tags imported 28 loads of AB = 507 tons
TUESDAY 08/26/2025

**T&M Tag EX04090:**We over excavated 6" deeper than what we've excavate due to pumping terrain, placed 2 layers of tensar fabric after 1' of AB, compacted on 6" lips.
Used 5 trucks to off haul class II, 12 loads off hauled
Wednesday 08/27/2025

**T&M Tag EX04096:**Finish over excavating 18" on pumping areas, leveled material and placed tensar fabric, compaction failed on east side of job so we placed 2 layers of 3/5" crushed recycle rock, This material got placed on two lips of 6" inches.
Continue rising AB to finish subgrade section and compacting.
Off hauled 1 load of class II to Altamont
Off hauled 1 load of garbage to Zanker (old ripped Georgie that we had to remove after decision was taken of digging 6" of over excavation).
Thursday/28/2025

**T&M Tag EX04100:**Backfill over excavation of 18" with 3/5" Entrance Recycle Crushed Rock
Placed Geogrid as recommendation required it, on 6" layers
Compacted and double checked grade section with GPS system
Friday/29/2025

**T&M Tag EX04103:**Removed all rock, georgic and fabric that we have placed for the over excavation recommendations since it continue pumping and failing compaction



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We also potholed another 2’ deep on the whole excavation to watch the quality of the terrain under what we’ve excavated.
Tuesday 09/02/2025

**T&M Tag EX04111:**Backfill over excavation of 3.5 feet below subgrade section.
We placed filter fabric above excavation and then Geogrid on top of fabric.
After we placed 6” minimum of 2-6 Gabion rock placed a second layer of Geogrid and 6” more inches of 2-6 rock.
Next step is to place filter fabric and finish backfilling with AB what is remaining to raise material to finish subgrade.
Dirt that was removed out of excavation was off hauled to Altamont totally of 5 loads.
Finally off hauled 3 loads of the 3-5 crushed rock that we removed from over excavation. This three loads were sent to Pleasanton.

**T&M Tag EX04118:**
Today we inspect area that was pumping with geo tech Jesus from atlas and equipment once driven on Gabion Rock looked stable then we proceed to burrito wrap with filter fabric and began the process of placing base rock in 6” lifts we compacted using drum roller and kept on doing lifts to we reached grade

**Labor**

| Description | Qty (HR) | Unit (HR) | Rate (HR) | Total Cost |
|---|---|---|---|---|
| Tag EX04121- Operator- Foreman | 2.00 | ST | $100.00 | $200.00 |
| Tag EX04120- Operator- Foreman | 0.50 | ST | $100.00 | $50.00 |
| Tag EX04084 - Laborer | 8.00 | ST | $100.00 | $800.00 |
| Tag EX04084 - Operator | 4.00 | ST | $114.00 | $456.00 |
| Tag EX04084 - Operator - Foreman | 4.00 | ST | $158.00 | $632.00 |
| Tag EX04086 - Laborer | 25.50 | ST | $100.00 | $2,550.00 |
| Tag EX04086 - Operator | 16.00 | ST | $114.00 | $1,824.00 |
| Tag EX04086 - Operator - Foreman | 8.50 | ST | $158.00 | $1,343.00 |
| Tag EX04086 - Laborer | 16.00 | ST | $100.00 | $1,600.00 |
| Tag EX04090 - Laborer | 40.00 | ST | $100.00 | $4,000.00 |
| Tag EX04090 - Operator | 16.00 | ST | $114.00 | $1,824.00 |
| Tag EX04090 - Operator - Foreman | 9.00 | ST | $158.00 | $1,422.00 |
| Tag EX04096 - Laborer | 24.00 | ST | $100.00 | $2,400.00 |
| Tag EX04096 - Operator | 16.00 | ST | $114.00 | $1,824.00 |
| Tag EX04096 - Operator - Foreman | 8.50 | ST | $158.00 | $1,343.00 |
| Tag EX04096 - Laborer | 9.00 | ST | $100.00 | $900.00 |
| Tag EX04100 - Laborer | 16.00 | ST | $100.00 | $1,600.00 |
| Tag EX04100 - Operator | 24.00 | ST | $114.00 | $2,736.00 |
| Tag EX04100 - Operator - Foreman | 8.00 | ST | $158.00 | $1,264.00 |
| Tag EX04103 - Laborer | 8.00 | ST | $100.00 | $800.00 |
| Tag EX04103 - Operator | 8.00 | ST | $114.00 | $912.00 |
| Tag EX04103 - Operator - Foreman | 8.00 | ST | $158.00 | $1,264.00 |
| Tag EX04111 - Laborer | 24.00 | ST | $100.00 | $2,400.00 |
| Tag EX04111 - Operator | 12.00 | ST | $114.00 | $1,368.00 |
| Tag EX04111 - Operator - Foreman | 6.00 | ST | $158.00 | $948.00 |
| Tag EX04118 - Laborer | 16.00 | ST | $100.00 | $1,600.00 |
| Tag EX04118 - Operator | 8.00 | ST | $114.00 | $912.00 |
| Tag EX04118 - Operator - Foreman | 8.00 | ST | $158.00 | $1,264.00 |
| **Hours Subtotals:** **ST:** 353.00 | | | **Total Labor:** | **$40,236.00** |



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**Material**

| Description | Qty of Material | Unit of Measure | Rate | Total Cost |
|---|---|---|---|---|
| Tag EX04086 - AB BASEROCK | 507.80 | TN | $7.44 | $3,778.03 |
| Tag EX04086 - CLASS II HAULED OFF | 687.55 | TN | $39.89 | $27,426.37 |
| Tag EX04086 - TENSAR NX650 FABRIC | 4.00 | ROLLS | $1,915.00 | $7,660.00 |
| Tag EX04090 - AB BASE ROCK | 173.93 | TN | $7.39 | $1,285.34 |
| Tag EX04090 - TENSAR NX650 FABRIC | 4.00 | ROLLS | $1,915.00 | $7,660.00 |
| Tag EX04096 - 3/5” CRUSHED RECYCLE ROCK | 43.24 | TN | $27.14 | $1,173.53 |
| Tag EX04096 - AB BASEROCK | 327.15 | TN | $7.39 | $2,417.64 |
| Tag EX04100 - 3-5” RECYCLE CRUSHED ROCK | 12.90 | TN | $27.62 | $356.30 |
| Tag EX04111 - 3x6 GAVIAN ROCK | 83.94 | TN | $45.03 | $3,779.82 |
| Tag EX04111 - AB CLASS II | 130.45 | TN | $7.42 | $967.94 |
| Tag EX04111 - FILTER FABRIC | 1.00 | ROLL | $396.00 | $396.00 |
| Tag EX04111 - GEOGRID | 1.00 | ROLL | $1,915.00 | $1,915.00 |
| | | | **Total Material:** | **$58,815.97** |



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**Equipment**

| Description | Qty of Equipment | Unit of Measure | Rate | Total Cost |
|---|---|---|---|---|
| Tag EX04121- Excavator 210-245 | 0.50 | HR | $145.00 | $72.50 |
| Tag EX04121- Excavator 210-245 | 2.00 | HR | $145.00 | $290.00 |
| Tag EX04084 - EXCAVATOR 210-245 | 4.00 | HR | $145.00 | $580.00 |
| Tag EX04084 - PICKUP/CREW TRUCK | 4.00 | HR | $38.00 | $152.00 |
| Tag EX04086 - COMPACTION 84” SMOOTH DRUM | 8.00 | HR | $154.00 | $1,232.00 |
| Tag EX04086 - RUBBER TIRE SKIP LOADER 4WD | 8.00 | HR | $89.00 | $712.00 |
| Tag EX04086 - DOZER D4 | 8.00 | HR | $138.00 | $1,104.00 |
| Tag EX04086 - PICKUP/CREW TRUCK | 8.00 | HR | $38.00 | $304.00 |
| Tag EX04086 - EXCAVATOR 210-245 | 8.00 | HR | $145.00 | $1,160.00 |
| Tag EX04090 - DOZER D4 | 8.00 | HR | $138.00 | $1,104.00 |
| Tag EX04090 - COMPACTION 84” SMOOTH DRUM | 8.00 | HR | $154.00 | $1,232.00 |
| Tag EX04090 - PICKUP/CREW TRUCK | 8.00 | HR | $38.00 | $304.00 |
| Tag EX04090 - RUBBER TIRE SKIP LOADER 4WD | 8.00 | HR | $89.00 | $712.00 |
| Tag EX04090 - EXCAVATOR 210-245 | 8.00 | HR | $145.00 | $1,160.00 |
| Tag EX04090 - STREET SWEEPER | 1.00 | LS | $755.25 | $755.25 |
| Tag EX04090 - SUPER TAG DUMP TRUCK | 40.00 | HR | $125.00 | $5,000.00 |
| Tag EX04096 - DOZER D4 | 8.00 | HR | $138.00 | $1,104.00 |
| Tag EX04096 - PICKUP/CREW TRUCK | 8.00 | HR | $38.00 | $304.00 |
| Tag EX04096 - EXCAVATOR 210-245 | 8.00 | HR | $145.00 | $1,160.00 |
| Tag EX04096 - COMPACTION 84” SMOOTH DRUM | 8.00 | HR | $154.00 | $1,232.00 |
| Tag EX04096 - RUBBER TIRE SKIP LOADER 4WD | 8.00 | HR | $89.00 | $712.00 |
| Tag EX04096 - SUPER TAG DUMP TRUCK | 24.00 | HR | $125.00 | $3,000.00 |
| Tag EX04100 - PICKUP/CREW TRUCK | 8.00 | HR | $38.00 | $304.00 |
| Tag EX04100 - DOZER D4 | 8.00 | HR | $138.00 | $1,104.00 |
| Tag EX04100 - RUBBER TIRE SKIP LOADER 4WD | 8.00 | HR | $89.00 | $712.00 |
| Tag EX04100 - COMPACTION 84” SMOOTH DRUM | 8.00 | HR | $154.00 | $1,232.00 |
| Tag EX04100 - EXCAVATOR 210-245 | 8.00 | HR | $145.00 | $1,160.00 |
| Tag EX04100 - SUPER TAG DUMP TRUCK | 6.00 | HR | $125.00 | $750.00 |
| Tag EX04103 - EXCAVATOR 210-245 | 8.00 | HR | $145.00 | $1,160.00 |
| Tag EX04103 - PICKUP/CREW | 8.00 | HR | $38.00 | $304.00 |



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| | | | | |
|---|---|---|---|---|
| TRUCK | | | | |
| Tag EX04111 - PICKUP/CREW TRUCK | 6.00 | HR | $38.00 | $228.00 |
| Tag EX04111 - EXCAVATOR 210-245 | 6.00 | HR | $145.00 | $870.00 |
| Tag EX04111 - RUBBER TIRE SKIP LOADER 4WD | 6.00 | HR | $89.00 | $534.00 |
| Tag EX04111 - SUPER TAG DUMP TRUCK | 50.00 | HR | $125.00 | $6,250.00 |
| Tag EX04118 - PICKUP/CREW TRUCK | 8.00 | HR | $38.00 | $304.00 |
| Tag EX04118 - EXCAVATOR 210-245 | 8.00 | HR | $145.00 | $1,160.00 |
| Tag EX04118 - COMPACTION 84” SMOOTH DRUM | 8.00 | HR | $154.00 | $1,232.00 |
| | | | **Total Equipment:** | **$40,689.75** |

| | | |
|---|---|---|
| **Subtotal** | | **$139,741.72** |
| Mark Up Rate (Subtotal) | 15.000% | $20,961.26 |
| **Requested Total** | | **$160,702.98** |
| | FOCON 5% | $8,035 |
| | | $168,738 |

**Terms & Conditions**



POWERED BY CLEARSTORY

# TIME AND MATERIAL TAG

# EX04084

**Title:** 12” OVER EXCAVATION ON PUMPING AREAS
**Project Name:** Fremont High School Modernization
**Project Address:** 4610 Foothill Boulevard
Oakland, CA 94601
**Date(s) of Work Performed:** 08/25/2025
**D-Line Constructors, Inc Job Number:** 2504
**Cost Code:**
**Customer Job Number:**
**Customer Reference Number:** RFI 025

**Our Information**

**D-Line Constructors, Inc**
2744 East 11th Street
Oakland, CA 94601
**Phone:**(510)-251-6400

**Customer Information**

**Cahill / Focon Joint Venture**
425 California Street, Suite 2200
San Francisco, CA 94104

**Description of the Work**

Over excavated 1’ foot from subgrade due to subgrade being to wet and causing the areas to pump this was executed per geo tech recommendations using excavator to over excavate and stockpile in preparation to off haul the spoils generated
Monday 08/25/2025

**Labor**

| Worker Name / Description | Quantity of Worker | ST | OT | DT | POT | PDT | Total |
|---|---|---|---|---|---|---|---|
| Laborer | 2 | 4 | | | | | 8 |
| Operator | 1 | 4 | | | | | 4 |
| Operator - Foreman | 1 | 4 | | | | | 4 |
| **Total Labor:** | **4** | **16** | **0** | **0** | **0** | **0** | **16** |

**Equipment**

| Equipment Name | Pieces of Equipment | Unit of Measure | Quantity of Unit | Total |
|---|---|---|---|---|
| EXCAVATOR 210-245 | 1 | HR | 4 | 4 |
| PICKUP/CREW TRUCK | 1 | HR | 4 | 4 |

**Customer Notes From Ken DeCarlo**

Monday only

**Terms & Conditions**

Digitally Signed by:
Date Signed:
Aug 25, 2025 2:44 PM PDT
**Name:** Adrian Padilla
**Company:** D-Line Constructors, Inc

Digitally Signed by:
Date Signed:
Aug 27, 2025 10:09 AM PDT
**Name:** Ken DeCarlo
**Company:** OUSD KDI

# TIME AND MATERIAL TAG

# EX04086

**Title:** 12” OVER EXCAVATION, AB AGGREGATION, COMPACTION
**Project Name:** Fremont High School Modernization
**Project Address:** 4610 Foothill Boulevard
Oakland, CA 94601
**Date(s) of Work Performed:** 08/26/2025
**D-Line Constructors, Inc Job Number:** 2504
**Cost Code:**
**Customer Job Number:**
**Customer Reference Number:** RFI 025

**Our Information**

**D-Line Constructors, Inc**
2744 East 11th Street
Oakland, CA 94601
**Phone:**(510)-251-6400

**Customer Information**

**Cahill / Focon Joint Venture**
425 California Street, Suite 2200
San Francisco, CA 94104

**Description of the Work**

Continued to over excavate 12” beneath subgrade per geo tech recommendation spoils generated were stockpiled and off hauled
32 loads of spoils were generated and off hauled using supertags
We balanced excavation with dozer, and skip loader
Crew placed Tensar Fabric on the whole excavation in preparation for ab placement
Lifts of 6" were done with ab per geo tech direction
5 supertags imported 28 loads of AB = 507 tons
TUESDAY 08/26/2025

**Labor**

| Worker Name / Description | Quantity of Worker | ST | OT | DT | POT | PDT | Total |
|---|---|---|---|---|---|---|---|
| Laborer | 3 | 8.5 | | | | | 25.5 |
| Operator | 2 | 8 | | | | | 16 |
| Operator - Foreman | 1 | 8.5 | | | | | 8.5 |
| Laborer | 2 | 8 | | | | | 16 |
| **Total Labor:** | **8** | **66** | **0** | **0** | **0** | **0** | **66** |

**Material**

| Material Name | Unit of Measure | Quantity of Unit | Total |
|---|---|---|---|
| AB BASEROCK | TN | 507 | 507 |
| CLASS II HAULED OFF | LD | 32 | 32 |
| TENSAR NX650 FABRIC | ROLLS | 4 | 4 |

**Equipment**

| Equipment Name | Pieces of Equipment | Unit of Measure | Quantity of Unit | Total |
|---|---|---|---|---|
| COMPACTION 84” SMOOTH DRUM | 1 | HR | 8 | 8 |
| RUBBER TIRE SKIP LOADER 4WD | 1 | HR | 8 | 8 |
| DOZER D4 | 1 | HR | 8 | 8 |
| PICKUP/CREW TRUCK | 1 | HR | 8 | 8 |
| EXCAVATOR 210-245 | 1 | HR | 8 | 8 |
| STREET SWEEPER | 1 | HR | 8 | 8 |

**Customer Notes From Ken DeCarlo**

Tuesday only

**Terms & Conditions**

| Digitally Signed by: | Date Signed: | Digitally Signed by: | Date Signed: |
|---|---|---|---|
|  | Aug 26, 2025 3:40 PM PDT |  | Aug 27, 2025 10:12 AM PDT |
| **Name:** Adrian Padilla<br>**Company:** D-Line Constructors, Inc | | **Name:** Ken DeCarlo<br>**Company:** OUSD KDI | |

# TIME AND MATERIAL TAG

# EX04090

**Title:** OVER EXCAVATION PLUS 6”, AGGREGATION OF AB, COMOACTION COMPACTION
**Project Name:** Fremont High School Modernization
**Project Address:** 4610 Foothill Boulevard
Oakland, CA 94601
**Date(s) of Work Performed:** 08/27/2025
**D-Line Constructors, Inc Job Number:** 2504
**Cost Code:**
**Customer Job Number:**
**Customer Reference Number:** RFI 025

**Our Information**

**D-Line Constructors, Inc**
2744 East 11th Street
Oakland, CA 94601
**Phone:**(510)-251-6400

**Customer Information**

**Cahill / Focon Joint Venture**
425 California Street, Suite 2200
San Francisco, CA 94104

**Description of the Work**

We over excavated 6” deeper than what we’ve excavate due to pumping terrain, placed 2 layers of tensar fabric after 1’ of AB, compacted on 6” lips.
Used 5 trucks to off haul class II, 12 loads off hauled
Wednesday 08/27/2025

**Labor**

| Worker Name / Description | Quantity of Worker | ST | OT | DT | POT | PDT | Total |
|---|---|---|---|---|---|---|---|
| Laborer | 5 | 8 | | | | | 40 |
| Operator | 2 | 8 | | | | | 16 |
| Operator - Foreman | 1 | 9 | | | | | 9 |
| **Total Labor:** | **8** | **65** | **0** | **0** | **0** | **0** | **65** |

**Material**

| Material Name | Unit of Measure | Quantity of Unit | Total |
|---|---|---|---|
| AB BASE ROCK | TN | 220 | 220 |
| TENSAR NX650 FABRIC | ROLLS | 4 | 4 |

**Equipment**

| Equipment Name | Pieces of Equipment | Unit of Measure | Quantity of Unit | Total |
|---|---|---|---|---|
| DOZER D4 | 1 | HR | 8 | 8 |
| COMPACTION 84” SMOOTH DRUM | 1 | HR | 8 | 8 |
| PICKUP/CREW TRUCK | 1 | HR | 8 | 8 |
| RUBBER TIRE SKIP LOADER 4WD | 1 | HR | 8 | 8 |
| EXCAVATOR 210-245 | 1 | HR | 8 | 8 |
| STREET SWEEPER | 1 | HR | 4 | 4 |
| SUPER TAG DUMP TRUCK | 5 | HR | 8 | 40 |

**Customer Notes From Ken DeCarlo**

Verify time only

**Terms & Conditions**

Digitally Signed by:



Date Signed:

Aug 27, 2025 2:55 PM PDT

**Name:** Adrian Padilla
**Company:** D-Line Constructors, Inc

Digitally Signed by:



Date Signed:

Sep 2, 2025 11:46 AM PDT

**Name:** Ken DeCarlo
**Company:** OUSD KDI

# TIME AND MATERIAL TAG
# EX04096

**Title:** 18” OVER EXC, BACKFILL, COMPACTION
**Project Name:** Fremont High School Modernization
**Project Address:** 4610 Foothill Boulevard
Oakland, CA 94601
**Date(s) of Work Performed:** 08/28/2025
**D-Line Constructors, Inc Job Number:** 2504
**Cost Code:**
**Customer Job Number:**
**Customer Reference Number:** RFI 026

**Our Information**

**D-Line Constructors, Inc**
2744 East 11th Street
Oakland, CA 94601
**Phone:**(510)-251-6400

**Customer Information**

**Cahill / Focon Joint Venture**
425 California Street, Suite 2200
San Francisco, CA 94104

**Description of the Work**

Finish over excavating 18” on pumping areas, leveled material and placed tensar fabric, compaction failed on east side of job so we placed 2 layers of 3/5” crushed recycle rock, This material got placed on two lips of 6” inches.
Continue rising AB to finish subgrade section and compacting.
Off hauled 1 load of class ll to Altamont
Off hauled 1 load of garbage to Zanker (old ripped Georgie that we had to remove after decision was taken of digging 6” of over excavation).
Thursday/28/2025

**Labor**

| Worker Name / Description | Quantity of Worker | ST | OT | DT | POT | PDT | Total |
|---|---|---|---|---|---|---|---|
| Laborer | 3 | 8 | | | | | 24 |
| Operator | 2 | 8 | | | | | 16 |
| Operator - Foreman | 1 | 8.5 | | | | | 8.5 |
| Laborer | 1 | 9 | | | | | 9 |
| **Total Labor:** | **7** | **57.5** | **0** | **0** | **0** | **0** | **57.5** |

**Material**

| Material Name | Unit of Measure | Quantity of Unit | Total |
|---|---|---|---|
| 3/5” CRUSHED RECYCLE ROCK | TN | 44 | 44 |
| AB BASEROCK | TN | 324 | 324 |

**Equipment**

| Equipment Name | Pieces of Equipment | Unit of Measure | Quantity of Unit | Total |
|---|---|---|---|---|
| DOZER D4 | 1 | HR | 8 | 8 |
| PICKUP/CREW TRUCK | 1 | HR | 8 | 8 |
| EXCAVATOR 210-245 | 1 | HR | 8 | 8 |
| COMPACTION 84” SMOOTH DRUM | 1 | HR | 8 | 8 |
| RUBBER TIRE SKIP LOADER 4WD | 1 | HR | 8 | 8 |
| SUPER TAG DUMP TRUCK | 3 | HR | 8 | 24 |

**Customer Notes From Ken DeCarlo**

Verify time only

**Terms & Conditions**

Digitally Signed by:



Date Signed:

Aug 28, 2025 2:54 PM PDT

**Name:** Adrian Padilla
**Company:** D-Line Constructors, Inc

Digitally Signed by:



Date Signed:

Sep 2, 2025 11:50 AM PDT

**Name:** Ken DeCarlo
**Company:** OUSD KDI

# TIME AND MATERIAL TAG

# EX04100

**Title:** BACKFILL 18” OVER EXC DUE TO PUMPING FLOOR
**Project Name:** Fremont High School Modernization
**Project Address:** 4610 Foothill Boulevard
Oakland, CA 94601
**Date(s) of Work Performed:** 08/29/2025
**D-Line Constructors, Inc Job Number:** 2504
**Cost Code:**
**Customer Job Number:**
**Customer Reference Number:**

**Our Information**

**D-Line Constructors, Inc**
2744 East 11th Street
Oakland, CA 94601
**Phone:**(510)-251-6400

**Customer Information**

**Cahill / Focon Joint Venture**
425 California Street, Suite 2200
San Francisco, CA 94104

**Description of the Work**

Backfill over excavation of 18” with 3/5” Entrance Recycle Crushed Rock
Placed Geogrid as recommendation required it, on 6” layers
Compacted and double checked grade section with GPS system
Friday/29/2025

**Labor**

| Worker Name / Description | Quantity of Worker | ST | OT | DT | POT | PDT | Total |
|---|---|---|---|---|---|---|---|
| Laborer | 2 | 8 | | | | | 16 |
| Operator | 3 | 8 | | | | | 24 |
| Operator - Foreman | 1 | 8 | | | | | 8 |
| **Total Labor:** | **6** | **48** | **0** | **0** | **0** | **0** | **48** |

**Material**

| Material Name | Unit of Measure | Quantity of Unit | Total |
|---|---|---|---|
| 3-5” RECYCLE CRUSHED ROCK | TN | 13 | 13 |

**Equipment**

| Equipment Name | Pieces of Equipment | Unit of Measure | Quantity of Unit | Total |
|---|---|---|---|---|
| PICKUP/CREW TRUCK | 1 | HR | 8 | 8 |
| DOZER D4 | 1 | HR | 8 | 8 |
| RUBBER TIRE SKIP LOADER 4WD | 1 | HR | 8 | 8 |
| COMPACTION 84” SMOOTH DRUM | 1 | HR | 8 | 8 |
| EXCAVATOR 210-245 | 1 | HR | 8 | 8 |
| SUPER TAG DUMP TRUCK | 1 | HR | 6 | 6 |

**Customer Notes From Ken DeCarlo**

Verify time only

**Terms & Conditions**

Digitally Signed by:

Date Signed:

Aug 29, 2025 12:35 PM PDT

**Name:** Adrian Padilla
**Company:** D-Line Constructors, Inc

Digitally Signed by:

Date Signed:

Sep 2, 2025 11:52 AM PDT

**Name:** Ken DeCarlo
**Company:** OUSD KDI

# TIME AND MATERIAL TAG

# EX04103

**Title:** REMOVING 3”-5” AND AB BASEOCK FROM OVER EXCAVATION/ POTHOLE 2 DEEPER
**Project Name:** Fremont High School Modernization
**Project Address:** 4610 Foothill Boulevard
Oakland, CA 94601
**Date(s) of Work Performed:** 09/02/2025
**D-Line Constructors, Inc Job Number:** 2504
**Cost Code:**
**Customer Job Number:**
**Customer Reference Number:**

**Our Information**

**D-Line Constructors, Inc**
2744 East 11th Street
Oakland, CA 94601
**Phone:**(510)-251-6400

**Customer Information**

**Cahill / Focon Joint Venture**
425 California Street, Suite 2200
San Francisco, CA 94104

**Description of the Work**

Removed all rock, georgic and fabric that we have placed for the over excavation recommendations since it continue pumping and failing compaction
We also potholed another 2’ deep on the whole excavation to watch the quality of the terrain under what we’ve excavated.
Tuesday 09/02/2025

**Labor**

| Worker Name / Description | Quantity of Worker | ST | OT | DT | POT | PDT | Total |
|---|---|---|---|---|---|---|---|
| Laborer | 1 | 8 | | | | | 8 |
| Operator | 1 | 8 | | | | | 8 |
| Operator - Foreman | 1 | 8 | | | | | 8 |
| **Total Labor:** | **3** | **24** | **0** | **0** | **0** | **0** | **24** |

**Equipment**

| Equipment Name | Pieces of Equipment | Unit of Measure | Quantity of Unit | Total |
|---|---|---|---|---|
| EXCAVATOR 210-245 | 1 | HR | 8 | 8 |
| PICKUP/CREW TRUCK | 1 | HR | 8 | 8 |

**Customer Notes From Ken DeCarlo**

Verify time only

**Terms & Conditions**

Digitally Signed by: Adrian Padilla
Date Signed: Sep 5, 2025 9:27 AM PDT
**Name:** Adrian Padilla
**Company:** D-Line Constructors, Inc

Digitally Signed by:
Date Signed: Sep 5, 2025 9:39 AM PDT
**Name:** Ken DeCarlo
**Company:** OUSD KDI

# TIME AND MATERIAL TAG
# EX04111

**Title:** BACKFILL OVER EXCAVATION
**Project Name:** Fremont High School Modernization
**Project Address:** 4610 Foothill Boulevard
Oakland, CA 94601
**Date(s) of Work Performed:** 09/05/2025
**D-Line Constructors, Inc Job Number:** 2504
**Cost Code:**
**Customer Job Number:**
**Customer Reference Number:**

**Our Information**

**D-Line Constructors, Inc**
2744 East 11th Street
Oakland, CA 94601
**Phone:**(510)-251-6400

**Customer Information**

**Cahill / Focon Joint Venture**
425 California Street, Suite 2200
San Francisco, CA 94104

**Description of the Work**

Backfill over excavation of 3.5 feet below subgrade section.
We placed filter fabric above excavation and then Geogrid on top of fabric.
After we placed 6” minimum of 2-6 Gavian rock placed a second layer of Geogrid and 6” more inches of 2-6 rock.
Next step is to place filter fabric and finish backfilling with AB what is remaining to raise material to finish subgrade.
Dirt that was removed out of excavation was off hauled to Altamont totally of 5 loads.
Finally off hauled 3 loads of the 3-5 crushed rock that we removed from over excavation. This three loads were sent to Plasenton.

**Labor**

| Worker Name / Description | Date of Work | Quantity of Worker | ST | OT | DT | POT | PDT | Total |
|---|---|---|---|---|---|---|---|---|
| Laborer | 09/05/2025 | 4 | 6 | | | | | 24 |
| Operator | 09/05/2025 | 2 | 6 | | | | | 12 |
| Operator - Foreman | 09/05/2025 | 1 | 6 | | | | | 6 |
| | **Total Labor:** | **7** | **42** | **0** | **0** | **0** | **0** | **42** |

**Material**

| Material Name | Date of Work | Unit of Measure | Quantity of Unit | Total |
|---|---|---|---|---|
| 3x6 GAVIAN ROCK | 09/08/2025 | TN | 84 | 84 |
| AB CLASS II | 09/08/2025 | TN | 130 | 130 |
| FILTER FABRIC | 09/08/2025 | ROLL | 1 | 1 |
| GEOGRID | 09/08/2025 | ROLL | 1 | 1 |

**Equipment**

| Equipment Name | Date of Work | Pieces of Equipment | Unit of Measure | Quantity of Unit | Total |
|---|---|---|---|---|---|
| PICKUP/CREW TRUCK | 09/08/2025 | 1 | HR | 6 | 6 |
| EXCAVATOR 210-245 | 09/08/2025 | 1 | HR | 6 | 6 |
| RUBBER TIRE SKIP LOADER 4WD | 09/08/2025 | 1 | HR | 6 | 6 |
| SUPER TAG DUMP TRUCK | 09/08/2025 | 5 | HR | 10 | 50 |

**Customer Notes From Ken Decirlo**

Verify time only

**Terms & Conditions**

Digitally Signed by:



Date Signed:

Sep 5, 2025 4:21 PM PDT

**Name:** Adrian Padilla
**Company:** D-Line Constructors, Inc

Digitally Signed by:



Date Signed:

Sep 8, 2025 12:08 PM PDT

**Name:** Ken Decirlo
**Company:** OUSD KDI

# TIME AND MATERIAL TAG
# EX04118

**Title:** Backfill over ex hole
**Project Name:** Fremont High School Modernization
**Project Address:** 4610 Foothill Boulevard
Oakland, CA 94601
**Date(s) of Work Performed:** 09/08/2025
**D-Line Constructors, Inc Job Number:** 2504
**Cost Code:** 9000.00.08
**Customer Job Number:**
**Customer Reference Number:** RFI 026

**Our Information**

**D-Line Constructors, Inc**
2744 East 11th Street
Oakland, CA 94601
**Phone:**(510)-251-6400

**Customer Information**

**Cahill / Focon Joint Venture**
425 California Street, Suite 2200
San Francisco, CA 94104

**Description of the Work**

Today we inspect area that was pumping with geo tech Jesus from atlas and equipment once driven on Gabion Rock looked stable then we proceed to burrito wrap with filter fabric and began the process of placing base rock in 6” lifts we compacted using drum roller and kept on doing lifts to we reached grade

**Labor**

| Worker Name / Description | Date of Work | Quantity of Worker | ST | OT | DT | POT | PDT | Total |
|---|---|---|---|---|---|---|---|---|
| Laborer | 09/08/2025 | 2 | 8 | | | | | 16 |
| Operator | 09/08/2025 | 1 | 8 | | | | | 8 |
| Operator - Foreman | 09/08/2025 | 1 | 8 | | | | | 8 |
| | **Total Labor:** | **4** | **32** | **0** | **0** | **0** | **0** | **32** |

**Equipment**

| Equipment Name | Date of Work | Pieces of Equipment | Unit of Measure | Quantity of Unit | Total |
|---|---|---|---|---|---|
| PICKUP/CREW TRUCK | 09/08/2025 | 1 | HR | 8 | 8 |
| EXCAVATOR 210-245 | 09/08/2025 | 1 | HR | 8 | 8 |
| COMPACTION 84” SMOOTH DRUM | | 1 | HR | 8 | 8 |

**Customer Notes From Ken DeCarlo**

Verify time only

**Terms & Conditions**

Digitally Signed by:
Date Signed:
Sep 8, 2025 2:16 PM PDT
**Name:** Jorge Chavez
**Company:** D-Line Constructors, Inc

Digitally Signed by:
Date Signed:
Sep 9, 2025 10:15 AM PDT
**Name:** Ken DeCarlo
**Company:** OUSD KDI

PCO # 010

09/25/2025

OAKLAND UNIFIED SCHOOL DISTRICT
955 HIGH STREET
OAKLAND, California, 94601

**Re:** PCO #010 Revision 1 - CE #023 - PH1 RFI 026 Soil Compaction Issues at Parking Lot
**Job:** 0583-01 **/** OUSD FREMONT - BLDG A MODERNIZATION & NEW PARKING LOT

Enclosed please find **Potential Change Order #010** in the amount of $174,717.67 for:

CE #023 - PH1 RFI 026 Soil Compaction Issues at Parking Lot

This PCO includes costs to over-excavate, off haul soil, add AB, gravel, and geogrid fabric as directed by Atlas at the parking lot at the areas that failed compaction. Reference RFI 026 and additional email direction from Atlas at areas that did not pass after the initial fix.
Costs were tracked on T&M as agreed.

Rev 1 - updated sub markup

| PCO Item | Description | Cost |
|---|---|---|
| 1 | D-line/Focon COR 008.2 - T&M tags dated 8/25/25 thru 9/8/25 - Repair Subgrade at Parking Lot for Compaction | $161,402.00 |
| | Subtotal | $161,402.00 |
| | Insurance (1.35%): | $2,178.93 |
| | Builders Risk (1.40%): | $2,259.63 |
| | SDI (0.50%): | $807.01 |
| | Bond (0.62%): | $1,000.69 |
| | Oakland GRT (0.38%): | $613.33 |
| | Fee (4.00%): | $6,456.08 |
| | Total: | $174,717.67 |

This pricing is valid for 30 days. This PCO includes a schedule extension of 0 days. We reserve the right to a contract time extension should the work contained in this PCO impact the overall project schedule.

Please sign below to approve and return to our office. Upon your signature, we will execute the appropriate subcontract adjustments and include this in a forthcoming Prime Contract Change Order to cover this added scope. If at any time contingency funds are used to pay for additional work, Cahill reserves the right to request a change order at a later date if it becomes apparent that contingency funds are needed elsewhere. Please call if you have any questions.

**Very truly yours,**
Cahill Contractors LLC



Megan McDevitt 10/06/2025

**Accepted by:**
OAKLAND UNIFIED SCHOOL DISTRICT

Date

# CHANGE ORDER REQUEST

# 8.2

**Title:** Phase I Subgrade Failed Areas
**Project Name:** Fremont High School Modernization
**Project Address:** 4610 Foothill Boulevard
Oakland, CA 94601
**COR Date:** 10/06/2025
**T&M Tag Numbers:** EX04084, EX04086, EX04090, EX04096, EX04100, EX04103, EX04111, EX04118
**D-Line Constructors, Inc Job Number:** 2504
**Customer Job Number:**
**Customer Reference Number:** RFI 025

**Our Information**

**D-Line Constructors, Inc**
2744 East 11th Street
Oakland, CA 94601
**Phone:** (510)-251-6400

**Customer Information**

**Cahill / Focon Joint Venture**
425 California Street, Suite 2200
San Francisco, CA 94104

**Description of Change Order Request**

**T&M Tag EX04084:**
Over excavated 1' foot from subgrade due to subgrade being to wet and causing the areas to pump this was executed per geo tech recommendations using excavator to over excavate and stockpile in preparation to off haul the spoils generated
Monday 08/25/2025

**T&M Tag EX04086:**
Continued to over excavate 12" beneath subgrade per geo tech recommendation spoils generated were stockpiled and off hauled
32 loads of spoils were generated and off hauled using super-tags
We balanced excavation with dozer, and skip loader
Crew placed Tensar Fabric on the whole excavation in preparation for ab placement
Lifts of 6" were done with ab per geo tech direction
5 super-tags imported 28 loads of AB = 507 tons
TUESDAY 08/26/2025

**T&M Tag EX04090:**We over excavated 6" deeper than what we've excavate due to pumping terrain, placed 2 layers of tensar fabric after 1' of AB, compacted on 6" lips.
Used 5 trucks to off haul class II, 12 loads off hauled
Wednesday 08/27/2025

**T&M Tag EX04096:**Finish over excavating 18" on pumping areas, leveled material and placed tensar fabric, compaction failed on east side of job so we placed 2 layers of 3/5" crushed recycle rock, This material got placed on two lips of 6" inches.
Continue rising AB to finish subgrade section and compacting.
Off hauled 1 load of class II to Altamont
Off hauled 1 load of garbage to Zanker (old ripped Georgie that we had to remove after decision was taken of digging 6" of over excavation).
Thursday/28/2025

**T&M Tag EX04100:**Backfill over excavation of 18" with 3/5" Entrance Recycle Crushed Rock
Placed Geogrid as recommendation required it, on 6" layers
Compacted and double checked grade section with GPS system
Friday/29/2025

**T&M Tag EX04103:**Removed all rock, georgic and fabric that we have placed for the over excavation recommendations since it continue pumping and failing compaction



POWERED BY CLEARSTORY

We also potholed another 2’ deep on the whole excavation to watch the quality of the terrain under what we’ve excavated.
Tuesday 09/02/2025

**T&M Tag EX04111:**Backfill over excavation of 3.5 feet below subgrade section.
We placed filter fabric above excavation and then Geogrid on top of fabric.
After we placed 6” minimum of 2-6 Gabion rock placed a second layer of Geogrid and 6” more inches of 2-6 rock.
Next step is to place filter fabric and finish backfilling with AB what is remaining to raise material to finish subgrade.
Dirt that was removed out of excavation was off hauled to Altamont totally of 5 loads.
Finally off hauled 3 loads of the 3-5 crushed rock that we removed from over excavation. This three loads were sent to Pleasanton.

**T&M Tag EX04118:**
Today we inspect area that was pumping with geo tech Jesus from atlas and equipment once driven on Gabion Rock looked stable then we proceed to burrito wrap with filter fabric and began the process of placing base rock in 6” lifts we compacted using drum roller and kept on doing lifts to we reached grade

**Labor**

| Description | Qty (HR) | Unit (HR) | Rate (HR) | Total Cost |
|---|---|---|---|---|
| Tag EX04121- Operator- Foreman | 2.00 | ST | $100.00 | $200.00 |
| Tag EX04120- Operator- Foreman | 0.50 | ST | $100.00 | $50.00 |
| Tag EX04084 - Laborer | 8.00 | ST | $100.00 | $800.00 |
| Tag EX04084 - Operator | 4.00 | ST | $114.00 | $456.00 |
| Tag EX04084 - Operator - Foreman | 4.00 | ST | $158.00 | $632.00 |
| Tag EX04086 - Laborer | 25.50 | ST | $100.00 | $2,550.00 |
| Tag EX04086 - Operator | 16.00 | ST | $114.00 | $1,824.00 |
| Tag EX04086 - Operator - Foreman | 8.50 | ST | $158.00 | $1,343.00 |
| Tag EX04086 - Laborer | 16.00 | ST | $100.00 | $1,600.00 |
| Tag EX04090 - Laborer | 40.00 | ST | $100.00 | $4,000.00 |
| Tag EX04090 - Operator | 16.00 | ST | $114.00 | $1,824.00 |
| Tag EX04090 - Operator - Foreman | 9.00 | ST | $158.00 | $1,422.00 |
| Tag EX04096 - Laborer | 24.00 | ST | $100.00 | $2,400.00 |
| Tag EX04096 - Operator | 16.00 | ST | $114.00 | $1,824.00 |
| Tag EX04096 - Operator - Foreman | 8.50 | ST | $158.00 | $1,343.00 |
| Tag EX04096 - Laborer | 9.00 | ST | $100.00 | $900.00 |
| Tag EX04100 - Laborer | 16.00 | ST | $100.00 | $1,600.00 |
| Tag EX04100 - Operator | 24.00 | ST | $114.00 | $2,736.00 |
| Tag EX04100 - Operator - Foreman | 8.00 | ST | $158.00 | $1,264.00 |
| Tag EX04103 - Laborer | 8.00 | ST | $100.00 | $800.00 |
| Tag EX04103 - Operator | 8.00 | ST | $114.00 | $912.00 |
| Tag EX04103 - Operator - Foreman | 8.00 | ST | $158.00 | $1,264.00 |
| Tag EX04111 - Laborer | 24.00 | ST | $100.00 | $2,400.00 |
| Tag EX04111 - Operator | 12.00 | ST | $114.00 | $1,368.00 |
| Tag EX04111 - Operator - Foreman | 6.00 | ST | $158.00 | $948.00 |
| Tag EX04118 - Laborer | 16.00 | ST | $100.00 | $1,600.00 |
| Tag EX04118 - Operator | 8.00 | ST | $114.00 | $912.00 |
| Tag EX04118 - Operator - Foreman | 8.00 | ST | $158.00 | $1,264.00 |
| **Hours Subtotals:** **ST:** 353.00 | | | **Total Labor:** | **$40,236.00** |



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**Material**

| Description | Qty of Material | Unit of Measure | Rate | Total Cost |
|---|---|---|---|---|
| Tag EX04086 - AB BASEROCK | 507.80 | TN | $7.44 | $3,778.03 |
| Tag EX04086 - CLASS II HAULED OFF | 687.55 | TN | $39.89 | $27,426.37 |
| Tag EX04086 - TENSAR NX650 FABRIC | 4.00 | ROLLS | $1,915.00 | $7,660.00 |
| Tag EX04090 - AB BASE ROCK | 173.93 | TN | $7.39 | $1,285.34 |
| Tag EX04090 - TENSAR NX650 FABRIC | 4.00 | ROLLS | $1,915.00 | $7,660.00 |
| Tag EX04096 - 3/5” CRUSHED RECYCLE ROCK | 43.24 | TN | $27.14 | $1,173.53 |
| Tag EX04096 - AB BASEROCK | 327.15 | TN | $7.39 | $2,417.64 |
| Tag EX04100 - 3-5” RECYCLE CRUSHED ROCK | 12.90 | TN | $27.62 | $356.30 |
| Tag EX04111 - 3x6 GAVIAN ROCK | 83.94 | TN | $45.03 | $3,779.82 |
| Tag EX04111 - AB CLASS II | 130.45 | TN | $7.42 | $967.94 |
| Tag EX04111 - FILTER FABRIC | 1.00 | ROLL | $396.00 | $396.00 |
| Tag EX04111 - GEOGRID | 1.00 | ROLL | $1,915.00 | $1,915.00 |
| | | | **Total Material:** | **$58,815.97** |



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**Equipment**

| Description | Qty of Equipment | Unit of Measure | Rate | Total Cost |
|---|---|---|---|---|
| Tag EX04121- Excavator 210-245 | 0.50 | HR | $145.00 | $72.50 |
| Tag EX04121- Excavator 210-245 | 2.00 | HR | $145.00 | $290.00 |
| Tag EX04084 - EXCAVATOR 210-245 | 4.00 | HR | $145.00 | $580.00 |
| Tag EX04084 - PICKUP/CREW TRUCK | 4.00 | HR | $38.00 | $152.00 |
| Tag EX04086 - COMPACTION 84” SMOOTH DRUM | 8.00 | HR | $154.00 | $1,232.00 |
| Tag EX04086 - RUBBER TIRE SKIP LOADER 4WD | 8.00 | HR | $89.00 | $712.00 |
| Tag EX04086 - DOZER D4 | 8.00 | HR | $138.00 | $1,104.00 |
| Tag EX04086 - PICKUP/CREW TRUCK | 8.00 | HR | $38.00 | $304.00 |
| Tag EX04086 - EXCAVATOR 210-245 | 8.00 | HR | $145.00 | $1,160.00 |
| Tag EX04090 - DOZER D4 | 8.00 | HR | $138.00 | $1,104.00 |
| Tag EX04090 - COMPACTION 84” SMOOTH DRUM | 8.00 | HR | $154.00 | $1,232.00 |
| Tag EX04090 - PICKUP/CREW TRUCK | 8.00 | HR | $38.00 | $304.00 |
| Tag EX04090 - RUBBER TIRE SKIP LOADER 4WD | 8.00 | HR | $89.00 | $712.00 |
| Tag EX04090 - EXCAVATOR 210-245 | 8.00 | HR | $145.00 | $1,160.00 |
| Tag EX04090 - STREET SWEEPER | 1.00 | LS | $755.25 | $755.25 |
| Tag EX04090 - SUPER TAG DUMP TRUCK | 40.00 | HR | $125.00 | $5,000.00 |
| Tag EX04096 - DOZER D4 | 8.00 | HR | $138.00 | $1,104.00 |
| Tag EX04096 - PICKUP/CREW TRUCK | 8.00 | HR | $38.00 | $304.00 |
| Tag EX04096 - EXCAVATOR 210-245 | 8.00 | HR | $145.00 | $1,160.00 |
| Tag EX04096 - COMPACTION 84” SMOOTH DRUM | 8.00 | HR | $154.00 | $1,232.00 |
| Tag EX04096 - RUBBER TIRE SKIP LOADER 4WD | 8.00 | HR | $89.00 | $712.00 |
| Tag EX04096 - SUPER TAG DUMP TRUCK | 24.00 | HR | $125.00 | $3,000.00 |
| Tag EX04100 - PICKUP/CREW TRUCK | 8.00 | HR | $38.00 | $304.00 |
| Tag EX04100 - DOZER D4 | 8.00 | HR | $138.00 | $1,104.00 |
| Tag EX04100 - RUBBER TIRE SKIP LOADER 4WD | 8.00 | HR | $89.00 | $712.00 |
| Tag EX04100 - COMPACTION 84” SMOOTH DRUM | 8.00 | HR | $154.00 | $1,232.00 |
| Tag EX04100 - EXCAVATOR 210-245 | 8.00 | HR | $145.00 | $1,160.00 |
| Tag EX04100 - SUPER TAG DUMP TRUCK | 6.00 | HR | $125.00 | $750.00 |
| Tag EX04103 - EXCAVATOR 210-245 | 8.00 | HR | $145.00 | $1,160.00 |
| Tag EX04103 - PICKUP/CREW | 8.00 | HR | $38.00 | $304.00 |



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| | | | | |
|---|---|---|---|---|
| TRUCK | | | | |
| Tag EX04111 - PICKUP/CREW TRUCK | 6.00 | HR | $38.00 | $228.00 |
| Tag EX04111 - EXCAVATOR 210-245 | 6.00 | HR | $145.00 | $870.00 |
| Tag EX04111 - RUBBER TIRE SKIP LOADER 4WD | 6.00 | HR | $89.00 | $534.00 |
| Tag EX04111 - SUPER TAG DUMP TRUCK | 50.00 | HR | $125.00 | $6,250.00 |
| Tag EX04118 - PICKUP/CREW TRUCK | 8.00 | HR | $38.00 | $304.00 |
| Tag EX04118 - EXCAVATOR 210-245 | 8.00 | HR | $145.00 | $1,160.00 |
| Tag EX04118 - COMPACTION 84” SMOOTH DRUM | 8.00 | HR | $154.00 | $1,232.00 |
| | | | **Total Equipment:** | **$40,689.75** |

| | | |
|---|---|---|
| **Subtotal** | | **$139,741.72** |
| Mark Up Rate (Subtotal) | 10.000% | $13,974.17 |
| **Requested Total** | | **$153,715.89** |

+ FOCON 5% = $161,402

**Terms & Conditions**



POWERED BY CLEARSTORY

PCO # 010

09/25/2025

OAKLAND UNIFIED SCHOOL DISTRICT
955 HIGH STREET
OAKLAND, California, 94601

**Re:** PCO #010 Revision 2 - CE #023 - PH1 RFI 026 Soil Compaction Issues at Parking Lot
**Job:** 0583-01 **/** OUSD FREMONT - BLDG A MODERNIZATION & NEW PARKING LOT

Enclosed please find **Potential Change Order #010** in the amount of $145,951.31 for:

CE #023 - PH1 RFI 026 Soil Compaction Issues at Parking Lot

This PCO includes costs to over-excavate, off haul soil, add AB, gravel, and geogrid fabric as directed by Atlas at the parking lot at the areas that failed compaction. Reference RFI 026 and additional email direction from Atlas at areas that did not pass after the initial fix.
Costs were tracked on T&M as agreed.

Rev 1 - updated sub markup
Rev 2 - updated rates

| PCO Item | Description | | Cost |
|---|---|---|---|
| 1 | D-line/Focon COR 008.3 - T&M tags dated 8/25/25 thru 9/8/25 - Repair Subgrade at Parking Lot for Compaction | | $134,828.00 |
| | | Subtotal | $134,828.00 |
| | | Insurance (1.35%): | $1,820.18 |
| | | Builders Risk (1.40%): | $1,887.59 |
| | | SDI (0.50%): | $674.14 |
| | | Bond (0.62%): | $835.93 |
| | | Oakland GRT (0.38%): | $512.35 |
| | | Fee (4.00%): | $5,393.12 |
| | | Total: | $145,951.31 |

This pricing is valid for 30 days. This PCO includes a schedule extension of 0 days. We reserve the right to a contract time extension should the work contained in this PCO impact the overall project schedule.

Please sign below to approve and return to our office. Upon your signature, we will execute the appropriate subcontract adjustments and include this in a forthcoming Prime Contract Change Order to cover this added scope. If at any time contingency funds are used to pay for additional work, Cahill reserves the right to request a change order at a later date if it becomes apparent that contingency funds are needed elsewhere. Please call if you have any questions.

**Very truly yours,**
Cahill Contractors LLC



Megan McDevitt 02/09/2026

**Accepted by:**
OAKLAND UNIFIED SCHOOL DISTRICT

# CHANGE ORDER REQUEST

# 8.3

**Title:** Phase I Subgrade Failed Areas
**Project Name:** Fremont High School Modernization
**Project Address:** 4610 Foothill Boulevard
Oakland, CA 94601
**COR Date:** 02/09/2026
**T&M Tag Numbers:** EX04084, EX04086, EX04090, EX04096, EX04100, EX04103, EX04111, EX04118
**D-Line Constructors, Inc Job Number:** 2504
**Customer Job Number:**
**Customer Reference Number:** RFI 025

**Our Information**

**D-Line Constructors, Inc**
2744 East 11th Street
Oakland, CA 94601
**Phone:** (510)-251-6400

**Customer Information**

**Cahill / Focon Joint Venture**
425 California Street, Suite 2200
San Francisco, CA 94104

**Description of Change Order Request**

**T&M Tag EX04084:**
Over excavated 1' foot from subgrade due to subgrade being to wet and causing the areas to pump this was executed per geo tech recommendations using excavator to over excavate and stockpile in preparation to off haul the spoils generated
Monday 08/25/2025

**T&M Tag EX04086:**
Continued to over excavate 12" beneath subgrade per geo tech recommendation spoils generated were stockpiled and off hauled
32 loads of spoils were generated and off hauled using super-tags
We balanced excavation with dozer, and skip loader
Crew placed Tensar Fabric on the whole excavation in preparation for ab placement
Lifts of 6" were done with ab per geo tech direction
5 super-tags imported 28 loads of AB = 507 tons
TUESDAY 08/26/2025

**T&M Tag EX04090:**We over excavated 6" deeper than what we've excavate due to pumping terrain, placed 2 layers of tensar fabric after 1' of AB, compacted on 6" lips.
Used 5 trucks to off haul class II, 12 loads off hauled
Wednesday 08/27/2025

**T&M Tag EX04096:**Finish over excavating 18" on pumping areas, leveled material and placed tensar fabric, compaction failed on east side of job so we placed 2 layers of 3/5" crushed recycle rock, This material got placed on two lips of 6" inches.
Continue rising AB to finish subgrade section and compacting.
Off hauled 1 load of class II to Altamont
Off hauled 1 load of garbage to Zanker (old ripped Georgie that we had to remove after decision was taken of digging 6" of over excavation).
Thursday/28/2025

**T&M Tag EX04100:**Backfill over excavation of 18" with 3/5" Entrance Recycle Crushed Rock
Placed Geogrid as recommendation required it, on 6" layers
Compacted and double checked grade section with GPS system
Friday/29/2025

**T&M Tag EX04103:**Removed all rock, georgic and fabric that we have placed for the over excavation recommendations since it continue pumping and failing compaction



POWERED BY CLEARSTORY

We also potholed another 2’ deep on the whole excavation to watch the quality of the terrain under what we’ve excavated.
Tuesday 09/02/2025

**T&M Tag EX04111:**Backfill over excavation of 3.5 feet below subgrade section.
We placed filter fabric above excavation and then Geogrid on top of fabric.
After we placed 6” minimum of 2-6 Gabion rock placed a second layer of Geogrid and 6” more inches of 2-6 rock.
Next step is to place filter fabric and finish backfilling with AB what is remaining to raise material to finish subgrade.
Dirt that was removed out of excavation was off hauled to Altamont totally of 5 loads.
Finally off hauled 3 loads of the 3-5 crushed rock that we removed from over excavation. This three loads were sent to Pleasanton.

**T&M Tag EX04118:**
Today we inspect area that was pumping with geo tech Jesus from atlas and equipment once driven on Gabion Rock looked stable then we proceed to burrito wrap with filter fabric and began the process of placing base rock in 6” lifts we compacted using drum roller and kept on doing lifts to we reached grade

**Labor**

| Description | Qty (HR) | Unit (HR) | Rate (HR) | Total Cost |
|---|---|---|---|---|
| Tag EX04121- Operator- Foreman | 2.00 | ST | $122.41 | $244.82 |
| Tag EX04120- Operator- Foreman | 0.50 | ST | $122.41 | $61.21 |
| Tag EX04084 - Laborer | 8.00 | ST | $80.76 | $646.08 |
| Tag EX04084 - Operator | 4.00 | ST | $114.58 | $458.32 |
| Tag EX04084 - Operator - Foreman | 4.00 | ST | $122.41 | $489.64 |
| Tag EX04086 - Laborer | 25.50 | ST | $80.76 | $2,059.38 |
| Tag EX04086 - Operator | 16.00 | ST | $114.58 | $1,833.28 |
| Tag EX04086 - Operator - Foreman | 8.50 | ST | $122.41 | $1,040.48 |
| Tag EX04086 - Laborer | 16.00 | ST | $80.76 | $1,292.16 |
| Tag EX04090 - Laborer | 40.00 | ST | $80.76 | $3,230.40 |
| Tag EX04090 - Operator | 16.00 | ST | $114.58 | $1,833.28 |
| Tag EX04090 - Operator - Foreman | 9.00 | ST | $122.41 | $1,101.69 |
| Tag EX04096 - Laborer | 24.00 | ST | $80.76 | $1,938.24 |
| Tag EX04096 - Operator | 16.00 | ST | $114.58 | $1,833.28 |
| Tag EX04096 - Operator - Foreman | 8.50 | ST | $122.41 | $1,040.48 |
| Tag EX04096 - Laborer | 9.00 | ST | $80.76 | $726.84 |
| Tag EX04100 - Laborer | 16.00 | ST | $80.76 | $1,292.16 |
| Tag EX04100 - Operator | 24.00 | ST | $114.58 | $2,749.92 |
| Tag EX04100 - Operator - Foreman | 8.00 | ST | $122.41 | $979.28 |
| Tag EX04103 - Laborer | 8.00 | ST | $80.76 | $646.08 |
| Tag EX04103 - Operator | 8.00 | ST | $114.58 | $916.64 |
| Tag EX04103 - Operator - Foreman | 8.00 | ST | $122.41 | $979.28 |
| Tag EX04111 - Laborer | 24.00 | ST | $80.76 | $1,938.24 |
| Tag EX04111 - Operator | 12.00 | ST | $114.58 | $1,374.96 |
| Tag EX04111 - Operator - Foreman | 6.00 | ST | $122.41 | $734.46 |
| Tag EX04118 - Laborer | 16.00 | ST | $80.76 | $1,292.16 |
| Tag EX04118 - Operator | 8.00 | ST | $114.58 | $916.64 |
| Tag EX04118 - Operator - Foreman | 8.00 | ST | $122.41 | $979.28 |
| **Hours Subtotals: ST:** 353.00 | | | **Total Labor:** | **$34,628.68** |



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**Material**

| Description | Qty of Material | Unit of Measure | Rate | Total Cost |
|---|---|---|---|---|
| Tag EX04086 - AB BASEROCK | 507.80 | TN | $7.44 | $3,778.03 |
| Tag EX04086 - CLASS II HAULED OFF | 687.55 | TN | $39.89 | $27,426.37 |
| Tag EX04086 - TENSAR NX650 FABRIC | 4.00 | ROLLS | $1,915.00 | $7,660.00 |
| Tag EX04090 - AB BASE ROCK | 173.93 | TN | $7.39 | $1,285.34 |
| Tag EX04090 - TENSAR NX650 FABRIC | 4.00 | ROLLS | $1,915.00 | $7,660.00 |
| Tag EX04096 - 3/5” CRUSHED RECYCLE ROCK | 43.24 | TN | $27.14 | $1,173.53 |
| Tag EX04096 - AB BASEROCK | 327.15 | TN | $7.39 | $2,417.64 |
| Tag EX04100 - 3-5” RECYCLE CRUSHED ROCK | 12.90 | TN | $27.62 | $356.30 |
| Tag EX04111 - 3x6 GAVIAN ROCK | 83.94 | TN | $45.03 | $3,779.82 |
| Tag EX04111 - AB CLASS II | 130.45 | TN | $7.42 | $967.94 |
| Tag EX04111 - FILTER FABRIC | 1.00 | ROLL | $396.00 | $396.00 |
| Tag EX04111 - GEOGRID | 1.00 | ROLL | $1,915.00 | $1,915.00 |
| | | | **Total Material:** | **$58,815.97** |



POWERED BY CLEARSTORY

**Equipment**

| Description | Qty of Equipment | Unit of Measure | Rate | Total Cost |
|---|---|---|---|---|
| Tag EX04121- Excavator 210-245 | 0.50 | HR | $65.69 | $32.85 |
| Tag EX04121- Excavator 210-245 | 2.00 | HR | $65.69 | $131.38 |
| Tag EX04084 - EXCAVATOR 210-245 | 4.00 | HR | $65.69 | $262.76 |
| Tag EX04084 - PICKUP/CREW TRUCK | 4.00 | HR | $38.00 | $152.00 |
| Tag EX04086 - COMPACTION 84” SMOOTH DRUM | 8.00 | HR | $67.11 | $536.88 |
| Tag EX04086 - RUBBER TIRE SKIP LOADER 4WD | 8.00 | HR | $62.39 | $499.12 |
| Tag EX04086 - DOZER D4 | 8.00 | HR | $66.81 | $534.48 |
| Tag EX04086 - PICKUP/CREW TRUCK | 8.00 | HR | $38.00 | $304.00 |
| Tag EX04086 - EXCAVATOR 210-245 | 8.00 | HR | $65.69 | $525.52 |
| Tag EX04090 - DOZER D4 | 8.00 | HR | $66.81 | $534.48 |
| Tag EX04090 - COMPACTION 84” SMOOTH DRUM | 8.00 | HR | $67.11 | $536.88 |
| Tag EX04090 - PICKUP/CREW TRUCK | 8.00 | HR | $38.00 | $304.00 |
| Tag EX04090 - RUBBER TIRE SKIP LOADER 4WD | 8.00 | HR | $62.39 | $499.12 |
| Tag EX04090 - EXCAVATOR 210-245 | 8.00 | HR | $65.69 | $525.52 |
| Tag EX04090 - STREET SWEEPER | 1.00 | LS | $755.25 | $755.25 |
| Tag EX04090 - SUPER TAG DUMP TRUCK | 40.00 | HR | $125.00 | $5,000.00 |
| Tag EX04096 - DOZER D4 | 8.00 | HR | $66.81 | $534.48 |
| Tag EX04096 - PICKUP/CREW TRUCK | 8.00 | HR | $38.00 | $304.00 |
| Tag EX04096 - EXCAVATOR 210-245 | 8.00 | HR | $65.69 | $525.52 |
| Tag EX04096 - COMPACTION 84” SMOOTH DRUM | 8.00 | HR | $67.11 | $536.88 |
| Tag EX04096 - RUBBER TIRE SKIP LOADER 4WD | 8.00 | HR | $62.39 | $499.12 |
| Tag EX04096 - SUPER TAG DUMP TRUCK | 24.00 | HR | $125.00 | $3,000.00 |
| Tag EX04100 - PICKUP/CREW TRUCK | 8.00 | HR | $38.00 | $304.00 |
| Tag EX04100 - DOZER D4 | 8.00 | HR | $66.81 | $534.48 |
| Tag EX04100 - RUBBER TIRE SKIP LOADER 4WD | 8.00 | HR | $62.39 | $499.12 |
| Tag EX04100 - COMPACTION 84” SMOOTH DRUM | 8.00 | HR | $67.11 | $536.88 |
| Tag EX04100 - EXCAVATOR 210-245 | 8.00 | HR | $65.69 | $525.52 |
| Tag EX04100 - SUPER TAG DUMP TRUCK | 6.00 | HR | $125.00 | $750.00 |
| Tag EX04103 - EXCAVATOR 210-245 | 8.00 | HR | $65.69 | $525.52 |
| Tag EX04103 - PICKUP/CREW | 8.00 | HR | $38.00 | $304.00 |



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| | | | | | |
|---|---|---|---|---|---|
| TRUCK | | | | | |
| Tag EX04111 - PICKUP/CREW TRUCK | 6.00 | HR | | $38.00 | $228.00 |
| Tag EX04111 - EXCAVATOR 210-245 | 6.00 | HR | | $65.69 | $394.14 |
| Tag EX04111 - RUBBER TIRE SKIP LOADER 4WD | 6.00 | HR | | $62.39 | $374.34 |
| Tag EX04111 - SUPER TAG DUMP TRUCK | 50.00 | HR | | $125.00 | $6,250.00 |
| Tag EX04118 - PICKUP/CREW TRUCK | 8.00 | HR | | $38.00 | $304.00 |
| Tag EX04118 - EXCAVATOR 210-245 | 8.00 | HR | | $65.69 | $525.52 |
| Tag EX04118 - COMPACTION 84” SMOOTH DRUM | 8.00 | HR | | $67.11 | $536.88 |
| | | | | **Total Equipment:** | **$29,126.64** |

| | | |
|---|---|---|
| **Subtotal** | | **$122,571.29** |
| Mark Up Rate (Subtotal) | 10.000% | $12,257.13 |
| **Requested Total** | | **$134,828.42** |

**Terms & Conditions**



POWERED BY CLEARSTORY

# TIME AND MATERIAL TAG

# EX04084

**Title:** 12” OVER EXCAVATION ON PUMPING AREAS
**Project Name:** Fremont High School Modernization
**Project Address:** 4610 Foothill Boulevard
Oakland, CA 94601
**Date(s) of Work Performed:** 08/25/2025
**D-Line Constructors, Inc Job Number:** 2504
**Cost Code:**
**Customer Job Number:**
**Customer Reference Number:** RFI 025

**Our Information**

**D-Line Constructors, Inc**
2744 East 11th Street
Oakland, CA 94601
**Phone:**(510)-251-6400

**Customer Information**

**Cahill / Focon Joint Venture**
425 California Street, Suite 2200
San Francisco, CA 94104

**Description of the Work**

Over excavated 1’ foot from subgrade due to subgrade being to wet and causing the areas to pump this was executed per geo tech recommendations using excavator to over excavate and stockpile in preparation to off haul the spoils generated
Monday 08/25/2025

**Labor**

| Worker Name / Description | Quantity of Worker | ST | OT | DT | POT | PDT | Total |
|---|---|---|---|---|---|---|---|
| Laborer | 2 | 4 | | | | | 8 |
| Operator | 1 | 4 | | | | | 4 |
| Operator - Foreman | 1 | 4 | | | | | 4 |
| **Total Labor:** | **4** | **16** | **0** | **0** | **0** | **0** | **16** |

**Equipment**

| Equipment Name | Pieces of Equipment | Unit of Measure | Quantity of Unit | Total |
|---|---|---|---|---|
| EXCAVATOR 210-245 | 1 | HR | 4 | 4 |
| PICKUP/CREW TRUCK | 1 | HR | 4 | 4 |

**Customer Notes From Ken DeCarlo**

Monday only

**Terms & Conditions**

Digitally Signed by:
Date Signed:
Aug 25, 2025 2:44 PM PDT
**Name:** Adrian Padilla
**Company:** D-Line Constructors, Inc

Digitally Signed by:
Date Signed:
Aug 27, 2025 10:09 AM PDT
**Name:** Ken DeCarlo
**Company:** OUSD KDI

# TIME AND MATERIAL TAG

# EX04086

**Title:** 12” OVER EXCAVATION, AB AGGREGATION, COMPACTION
**Project Name:** Fremont High School Modernization
**Project Address:** 4610 Foothill Boulevard
Oakland, CA 94601
**Date(s) of Work Performed:** 08/26/2025
**D-Line Constructors, Inc Job Number:** 2504
**Cost Code:**
**Customer Job Number:**
**Customer Reference Number:** RFI 025

**Our Information**

**D-Line Constructors, Inc**
2744 East 11th Street
Oakland, CA 94601
**Phone:**(510)-251-6400

**Customer Information**

**Cahill / Focon Joint Venture**
425 California Street, Suite 2200
San Francisco, CA 94104

**Description of the Work**

Continued to over excavate 12” beneath subgrade per geo tech recommendation spoils generated were stockpiled and off hauled
32 loads of spoils were generated and off hauled using supertags
We balanced excavation with dozer, and skip loader
Crew placed Tensar Fabric on the whole excavation in preparation for ab placement
Lifts of 6" were done with ab per geo tech direction
5 supertags imported 28 loads of AB = 507 tons
TUESDAY 08/26/2025

**Labor**

| Worker Name / Description | Quantity of Worker | ST | OT | DT | POT | PDT | Total |
|---|---|---|---|---|---|---|---|
| Laborer | 3 | 8.5 | | | | | 25.5 |
| Operator | 2 | 8 | | | | | 16 |
| Operator - Foreman | 1 | 8.5 | | | | | 8.5 |
| Laborer | 2 | 8 | | | | | 16 |
| **Total Labor:** | **8** | **66** | **0** | **0** | **0** | **0** | **66** |

**Material**

| Material Name | Unit of Measure | Quantity of Unit | Total |
|---|---|---|---|
| AB BASEROCK | TN | 507 | 507 |
| CLASS II HAULED OFF | LD | 32 | 32 |
| TENSAR NX650 FABRIC | ROLLS | 4 | 4 |

**Equipment**

| Equipment Name | Pieces of Equipment | Unit of Measure | Quantity of Unit | Total |
|---|---|---|---|---|
| COMPACTION 84” SMOOTH DRUM | 1 | HR | 8 | 8 |
| RUBBER TIRE SKIP LOADER 4WD | 1 | HR | 8 | 8 |
| DOZER D4 | 1 | HR | 8 | 8 |
| PICKUP/CREW TRUCK | 1 | HR | 8 | 8 |
| EXCAVATOR 210-245 | 1 | HR | 8 | 8 |
| STREET SWEEPER | 1 | HR | 8 | 8 |

**Customer Notes From Ken DeCarlo**

Tuesday only

**Terms & Conditions**

| Digitally Signed by: | Date Signed: | Digitally Signed by: | Date Signed: |
|---|---|---|---|
|  | Aug 26, 2025 3:40 PM PDT |  | Aug 27, 2025 10:12 AM PDT |
| **Name:** Adrian Padilla<br>**Company:** D-Line Constructors, Inc | | **Name:** Ken DeCarlo<br>**Company:** OUSD KDI | |

# TIME AND MATERIAL TAG

# EX04090

**Title:** OVER EXCAVATION PLUS 6”, AGGREGATION OF AB, COMOACTION COMPACTION
**Project Name:** Fremont High School Modernization
**Project Address:** 4610 Foothill Boulevard
Oakland, CA 94601
**Date(s) of Work Performed:** 08/27/2025
**D-Line Constructors, Inc Job Number:** 2504
**Cost Code:**
**Customer Job Number:**
**Customer Reference Number:** RFI 025

**Our Information**

**D-Line Constructors, Inc**
2744 East 11th Street
Oakland, CA 94601
**Phone:**(510)-251-6400

**Customer Information**

**Cahill / Focon Joint Venture**
425 California Street, Suite 2200
San Francisco, CA 94104

**Description of the Work**

We over excavated 6” deeper than what we’ve excavate due to pumping terrain, placed 2 layers of tensar fabric after 1’ of AB, compacted on 6” lips.
Used 5 trucks to off haul class II, 12 loads off hauled
Wednesday 08/27/2025

**Labor**

| Worker Name / Description | Quantity of Worker | ST | OT | DT | POT | PDT | Total |
|---|---|---|---|---|---|---|---|
| Laborer | 5 | 8 | | | | | 40 |
| Operator | 2 | 8 | | | | | 16 |
| Operator - Foreman | 1 | 9 | | | | | 9 |
| **Total Labor:** | **8** | **65** | **0** | **0** | **0** | **0** | **65** |

**Material**

| Material Name | Unit of Measure | Quantity of Unit | Total |
|---|---|---|---|
| AB BASE ROCK | TN | 220 | 220 |
| TENSAR NX650 FABRIC | ROLLS | 4 | 4 |

**Equipment**

| Equipment Name | Pieces of Equipment | Unit of Measure | Quantity of Unit | Total |
|---|---|---|---|---|
| DOZER D4 | 1 | HR | 8 | 8 |
| COMPACTION 84” SMOOTH DRUM | 1 | HR | 8 | 8 |
| PICKUP/CREW TRUCK | 1 | HR | 8 | 8 |
| RUBBER TIRE SKIP LOADER 4WD | 1 | HR | 8 | 8 |
| EXCAVATOR 210-245 | 1 | HR | 8 | 8 |
| STREET SWEEPER | 1 | HR | 4 | 4 |
| SUPER TAG DUMP TRUCK | 5 | HR | 8 | 40 |

**Customer Notes From Ken DeCarlo**

Verify time only

**Terms & Conditions**

Digitally Signed by:



Date Signed:

Aug 27, 2025 2:55 PM PDT

**Name:** Adrian Padilla
**Company:** D-Line Constructors, Inc

Digitally Signed by:



Date Signed:

Sep 2, 2025 11:46 AM PDT

**Name:** Ken DeCarlo
**Company:** OUSD KDI

**Terms & Conditions**

Digitally Signed by:



Date Signed:

Aug 28, 2025 2:54 PM PDT

**Name:** Adrian Padilla
**Company:** D-Line Constructors, Inc

Digitally Signed by:



Date Signed:

Sep 2, 2025 11:50 AM PDT

**Name:** Ken DeCarlo
**Company:** OUSD KDI

# TIME AND MATERIAL TAG

# EX04100

**Title:** BACKFILL 18” OVER EXC DUE TO PUMPING FLOOR
**Project Name:** Fremont High School Modernization
**Project Address:** 4610 Foothill Boulevard
Oakland, CA 94601
**Date(s) of Work Performed:** 08/29/2025
**D-Line Constructors, Inc Job Number:** 2504
**Cost Code:**
**Customer Job Number:**
**Customer Reference Number:**

**Our Information**

**D-Line Constructors, Inc**
2744 East 11th Street
Oakland, CA 94601
**Phone:**(510)-251-6400

**Customer Information**

**Cahill / Focon Joint Venture**
425 California Street, Suite 2200
San Francisco, CA 94104

**Description of the Work**

Backfill over excavation of 18” with 3/5” Entrance Recycle Crushed Rock
Placed Geogrid as recommendation required it, on 6” layers
Compacted and double checked grade section with GPS system
Friday/29/2025

**Labor**

| Worker Name / Description | Quantity of Worker | ST | OT | DT | POT | PDT | Total |
|---|---|---|---|---|---|---|---|
| Laborer | 2 | 8 | | | | | 16 |
| Operator | 3 | 8 | | | | | 24 |
| Operator - Foreman | 1 | 8 | | | | | 8 |
| **Total Labor:** | **6** | **48** | **0** | **0** | **0** | **0** | **48** |

**Material**

| Material Name | Unit of Measure | Quantity of Unit | Total |
|---|---|---|---|
| 3-5” RECYCLE CRUSHED ROCK | TN | 13 | 13 |

**Equipment**

| Equipment Name | Pieces of Equipment | Unit of Measure | Quantity of Unit | Total |
|---|---|---|---|---|
| PICKUP/CREW TRUCK | 1 | HR | 8 | 8 |
| DOZER D4 | 1 | HR | 8 | 8 |
| RUBBER TIRE SKIP LOADER 4WD | 1 | HR | 8 | 8 |
| COMPACTION 84” SMOOTH DRUM | 1 | HR | 8 | 8 |
| EXCAVATOR 210-245 | 1 | HR | 8 | 8 |
| SUPER TAG DUMP TRUCK | 1 | HR | 6 | 6 |

**Customer Notes From Ken DeCarlo**

Verify time only

**Terms & Conditions**

Digitally Signed by:

Date Signed:

Aug 29, 2025 12:35 PM PDT

**Name:** Adrian Padilla
**Company:** D-Line Constructors, Inc

Digitally Signed by:

Date Signed:

Sep 2, 2025 11:52 AM PDT

**Name:** Ken DeCarlo
**Company:** OUSD KDI

# TIME AND MATERIAL TAG

# EX04103

**Title:** REMOVING 3”-5” AND AB BASEOCK FROM OVER EXCAVATION/ POTHOLE 2 DEEPER
**Project Name:** Fremont High School Modernization
**Project Address:** 4610 Foothill Boulevard
Oakland, CA 94601
**Date(s) of Work Performed:** 09/02/2025
**D-Line Constructors, Inc Job Number:** 2504
**Cost Code:**
**Customer Job Number:**
**Customer Reference Number:**

**Our Information**

**D-Line Constructors, Inc**
2744 East 11th Street
Oakland, CA 94601
**Phone:**(510)-251-6400

**Customer Information**

**Cahill / Focon Joint Venture**
425 California Street, Suite 2200
San Francisco, CA 94104

**Description of the Work**

Removed all rock, georgic and fabric that we have placed for the over excavation recommendations since it continue pumping and failing compaction
We also potholed another 2’ deep on the whole excavation to watch the quality of the terrain under what we’ve excavated.
Tuesday 09/02/2025

**Labor**

| Worker Name / Description | Quantity of Worker | ST | OT | DT | POT | PDT | Total |
|---|---|---|---|---|---|---|---|
| Laborer | 1 | 8 | | | | | 8 |
| Operator | 1 | 8 | | | | | 8 |
| Operator - Foreman | 1 | 8 | | | | | 8 |
| **Total Labor:** | **3** | **24** | **0** | **0** | **0** | **0** | **24** |

**Equipment**

| Equipment Name | Pieces of Equipment | Unit of Measure | Quantity of Unit | Total |
|---|---|---|---|---|
| EXCAVATOR 210-245 | 1 | HR | 8 | 8 |
| PICKUP/CREW TRUCK | 1 | HR | 8 | 8 |

**Customer Notes From Ken DeCarlo**

Verify time only

**Terms & Conditions**

Digitally Signed by: Adrian Padilla
Date Signed: Sep 5, 2025 9:27 AM PDT
**Name:** Adrian Padilla
**Company:** D-Line Constructors, Inc

Digitally Signed by:
Date Signed: Sep 5, 2025 9:39 AM PDT
**Name:** Ken DeCarlo
**Company:** OUSD KDI

# TIME AND MATERIAL TAG
# EX04111

**Title:** BACKFILL OVER EXCAVATION
**Project Name:** Fremont High School Modernization
**Project Address:** 4610 Foothill Boulevard
Oakland, CA 94601
**Date(s) of Work Performed:** 09/05/2025
**D-Line Constructors, Inc Job Number:** 2504
**Cost Code:**
**Customer Job Number:**
**Customer Reference Number:**

**Our Information**

**D-Line Constructors, Inc**
2744 East 11th Street
Oakland, CA 94601
**Phone:**(510)-251-6400

**Customer Information**

**Cahill / Focon Joint Venture**
425 California Street, Suite 2200
San Francisco, CA 94104

**Description of the Work**

Backfill over excavation of 3.5 feet below subgrade section.
We placed filter fabric above excavation and then Geogrid on top of fabric.
After we placed 6” minimum of 2-6 Gavian rock placed a second layer of Geogrid and 6” more inches of 2-6 rock.
Next step is to place filter fabric and finish backfilling with AB what is remaining to raise material to finish subgrade.
Dirt that was removed out of excavation was off hauled to Altamont totally of 5 loads.
Finally off hauled 3 loads of the 3-5 crushed rock that we removed from over excavation. This three loads were sent to Plasenton.

**Labor**

| Worker Name / Description | Date of Work | Quantity of Worker | ST | OT | DT | POT | PDT | Total |
|---|---|---|---|---|---|---|---|---|
| Laborer | 09/05/2025 | 4 | 6 | | | | | 24 |
| Operator | 09/05/2025 | 2 | 6 | | | | | 12 |
| Operator - Foreman | 09/05/2025 | 1 | 6 | | | | | 6 |
| | **Total Labor:** | **7** | **42** | **0** | **0** | **0** | **0** | **42** |

**Material**

| Material Name | Date of Work | Unit of Measure | Quantity of Unit | Total |
|---|---|---|---|---|
| 3x6 GAVIAN ROCK | 09/08/2025 | TN | 84 | 84 |
| AB CLASS II | 09/08/2025 | TN | 130 | 130 |
| FILTER FABRIC | 09/08/2025 | ROLL | 1 | 1 |
| GEOGRID | 09/08/2025 | ROLL | 1 | 1 |

**Equipment**

| Equipment Name | Date of Work | Pieces of Equipment | Unit of Measure | Quantity of Unit | Total |
|---|---|---|---|---|---|
| PICKUP/CREW TRUCK | 09/08/2025 | 1 | HR | 6 | 6 |
| EXCAVATOR 210-245 | 09/08/2025 | 1 | HR | 6 | 6 |
| RUBBER TIRE SKIP LOADER 4WD | 09/08/2025 | 1 | HR | 6 | 6 |
| SUPER TAG DUMP TRUCK | 09/08/2025 | 5 | HR | 10 | 50 |

**Customer Notes From Ken Decirlo**

Verify time only

**Terms & Conditions**

Digitally Signed by:



Date Signed:

Sep 5, 2025 4:21 PM PDT

**Name:** Adrian Padilla
**Company:** D-Line Constructors, Inc

Digitally Signed by:



Date Signed:

Sep 8, 2025 12:08 PM PDT

**Name:** Ken Decirlo
**Company:** OUSD KDI

# TIME AND MATERIAL TAG
# EX04118

**Title:** Backfill over ex hole
**Project Name:** Fremont High School Modernization
**Project Address:** 4610 Foothill Boulevard
Oakland, CA 94601
**Date(s) of Work Performed:** 09/08/2025
**D-Line Constructors, Inc Job Number:** 2504
**Cost Code:** 9000.00.08
**Customer Job Number:**
**Customer Reference Number:** RFI 026

**Our Information**

**D-Line Constructors, Inc**
2744 East 11th Street
Oakland, CA 94601
**Phone:**(510)-251-6400

**Customer Information**

**Cahill / Focon Joint Venture**
425 California Street, Suite 2200
San Francisco, CA 94104

**Description of the Work**

Today we inspect area that was pumping with geo tech Jesus from atlas and equipment once driven on Gabion Rock looked stable then we proceed to burrito wrap with filter fabric and began the process of placing base rock in 6” lifts we compacted using drum roller and kept on doing lifts to we reached grade

**Labor**

| Worker Name / Description | Date of Work | Quantity of Worker | ST | OT | DT | POT | PDT | Total |
|---|---|---|---|---|---|---|---|---|
| Laborer | 09/08/2025 | 2 | 8 | | | | | 16 |
| Operator | 09/08/2025 | 1 | 8 | | | | | 8 |
| Operator - Foreman | 09/08/2025 | 1 | 8 | | | | | 8 |
| | **Total Labor:** | **4** | **32** | **0** | **0** | **0** | **0** | **32** |

**Equipment**

| Equipment Name | Date of Work | Pieces of Equipment | Unit of Measure | Quantity of Unit | Total |
|---|---|---|---|---|---|
| PICKUP/CREW TRUCK | 09/08/2025 | 1 | HR | 8 | 8 |
| EXCAVATOR 210-245 | 09/08/2025 | 1 | HR | 8 | 8 |
| COMPACTION 84” SMOOTH DRUM | | 1 | HR | 8 | 8 |

**Customer Notes From Ken DeCarlo**

Verify time only

**Terms & Conditions**

Digitally Signed by:
Date Signed:
Sep 8, 2025 2:16 PM PDT
**Name:** Jorge Chavez
**Company:** D-Line Constructors, Inc

Digitally Signed by:
Date Signed:
Sep 9, 2025 10:15 AM PDT
**Name:** Ken DeCarlo
**Company:** OUSD KDI

OUSD

**Christina Stone (Consultant) <christina.stone@ousd.org>**

# [EXTERNAL] Re: OUSD - Fremont HS - RFI #26 (Lower Parking Lot Subgrade stability issues)

**Megan McDevitt** <mMcdevitt@cahill-sf.com> Thu, Sep 4, 2025 at 11:08 AM
To: JaQuan Cornish <jaquan.cornish@ousd.org>, Ken DeCarlo Sr <ken@kdigrp.com>
Cc: Christina Stone <christina.stone@ousd.org>, Christobal Mendez <cMendez@cahill-sf.com>, Craig Durand <cdurand@hy-arch.com>, Diego Baron <dbaron@cahill-sf.com>, Jesus Guevara <Jesus.Guevara@oneatlas.com>, Office KDI <office@kdigrp.com>, Joseph Neethi <njoseph@hy-arch.com>, Nick Anastasio <Nick.Anastasio@oneatlas.com>, Patty Ferguson <Patty.Ferguson@oneatlas.com>, Reza Saeedzadeh <Reza.Saeedzadeh@oneatlas.com>

Thank you. I will notify D-line immediately.

**Megan McDevitt**

*Senior Project Manager*

CAHILL

**C** (415) 604-8969 | cahill-sf.com

---

**From:** JaQuan Cornish <jaquan.cornish@ousd.org>
**Sent:** Thursday, September 4, 2025 11:01 AM
**To:** Ken DeCarlo Sr <ken@kdigrp.com>
**Cc:** Megan McDevitt <mMcdevitt@cahill-sf.com>; Christina Stone <christina.stone@ousd.org>; Christobal Mendez <cMendez@cahill-sf.com>; Craig Durand <cdurand@hy-arch.com>; Diego Baron <dbaron@cahill-sf.com>; Jesus Guevara <Jesus.Guevara@oneatlas.com>; Office KDI <office@kdigrp.com>; Joseph Neethi <njoseph@hy-arch.com>; Nick Anastasio <Nick.Anastasio@oneatlas.com>; Patty Ferguson <Patty.Ferguson@oneatlas.com>; Reza Saeedzadeh <Reza.Saeedzadeh@oneatlas.com>
**Subject:** Re: [EXTERNAL] Re: OUSD - Fremont HS - RFI #26 (Lower Parking Lot Subgrade stability issues)

Hi all,

Let's proceed with Atlas's recommendation. To Ken's point, the district has opted to proceed with a design change at that area while our legal team begins the process with the neighbors. I'd like to keep the 2 parking lot spots if possible but if we lose space it is what it is.

I'm reaching out to parks and recs for the swimming pool leak fix as well.

Thanks,

**JaQuan Cornish**

Project Manager

Oakland Unified School District

955 High Street, Oakland, CA 94601

Phone: (510) 535-7041

JaQuan.Cornish@ousd.org

On Sep 4, 2025, at 6:00 AM, Ken DeCarlo Sr <ken@kdigrp.com> wrote:

I agree with Nick, this is our best option at this point. More importantly we need to resolve the property line issue on the south end of the property.

<IMG_4557.jpg>

On Thu, Sep 4, 2025 at 5:54 AM Megan McDevitt <mMcdevitt@cahill-sf.com> wrote:

> Thank you Nick.
>
> JaQuan & Team – Please advise if we should proceed. We can of course still try to get the pool to find and fix their leak if they can. Hopefully mitigating any future worries.
>
> Thanks,
>
> **Megan McDevitt**
>
> *Senior Project Manager*
>
> <image005.png>
>
> **C** (415) 604-8969 | cahill-sf.com
>
> ---
>
> **From:** Nick Anastasio <Nick.Anastasio@oneatlas.com>
> **Sent:** Wednesday, September 3, 2025 3:16 PM
> **To:** Craig Durand <cdurand@hy-arch.com>; Neethi Joseph <njoseph@hy-arch.com>; KDI Office <office@kdigrp.com>; ken@kdigrp.com; Diego Baron <dbaron@cahill-sf.com>; Megan McDevitt <mMcdevitt@cahill-sf.com>; JaQuan Cornish <jaquan.cornish@ousd.org>; Christina Stone <christina.stone@ousd.org>
> **Cc:** Reza Saeedzadeh <Reza.Saeedzadeh@oneatlas.com>; Patty Ferguson <Patty.Ferguson@oneatlas.com>; Jesus Guevara <Jesus.Guevara@oneatlas.com>
> **Subject:** RE: OUSD - Fremont HS - RFI #26 (Lower Parking Lot Subgrade stability issues)

Good Afternoon,

We understand that groundwater started seeping into the pothole excavation, likely related to the pool in the adjacent property. As we're only trying to construct a parking lot, this news doesn't really change our previous recommendations, save for one thing: Before placing the initial geogrid and crushed rock layer, separation fabric should be placed along the bottom of the over-excavation, and should come up along the sides and burrito wrap the total crushed rock layers on all 6 sides. This would stop the water that's flowing in from carrying smaller particles such as clay and sand into the voids between the rocks, which could potentially lead to some degree of settlement/depressions at the surface. The geogrid should be placed over the initial separation fabric and should be directly touching the rock.

See pic below for an example:

<image006.png>

Let us know if anyone has any questions.

Thanks,

<image007.png>

**Nick Anastasio, PE**

Senior Project Engineer

**C:** 925.984.6365

---

**From:** Nick Anastasio
**Sent:** Tuesday, September 2, 2025 2:45 PM
**To:** Craig Durand <cdurand@hy-arch.com>; Neethi Joseph <njoseph@hy-arch.com>; KDI Office <office@kdigrp.com>; ken@kdigrp.com
**Cc:** Reza Saeedzadeh <Reza.Saeedzadeh@oneatlas.com>; Patty Ferguson <Patty.Ferguson@oneatlas.com>; Jesus Guevara <Jesus.Guevara@oneatlas.com>
**Subject:** RE: OUSD - Fremont HS - RFI #26 (Lower Parking Lot Subgrade stability issues)

Hello All,

I understand that most of the lower parking lot subgrade has now been successfully stabilized, but that there's a roughly 20'x20' area near the southern corner, close to the Swimming Pool, that was still pumping as of last Friday. For a relatively small area like that, chemical stabilization would be financially infeasible, so we instead recommend over-excavating this location deeper, perhaps another 6 or even 12 inches, and building it up as described in our RFI response. After placing the geogrid and the first layer of the crushed rock, roll over it with light construction equipment to provide some moderate compaction, but

not something heavy like a dump truck as we don't want to inadvertently pump water upwards from the saturated soil and make it worse. If it's still pumping at this point, repeat the process with another geogrid layer and rock layer, and test it's performance again. If the pumping is starting to be noticeably improved, you can probably place the separation fabric down at that point and start backfilling in 8" lifts of AB.

If it is anticipated that this work will take place tomorrow, please let us know ASAP (in the next hour or so) so we can dispatch someone out there full day to inspect the process.

Thanks,

<image007.png>

**Nick Anastasio, PE**

Senior Project Engineer

**C:** 925.984.6365

---

**From:** Craig Durand <cdurand@hy-arch.com>
**Sent:** Wednesday, August 27, 2025 10:09 AM
**To:** Nick Anastasio <Nick.Anastasio@oneatlas.com>; Neethi Joseph <njoseph@hy-arch.com>
**Cc:** Reza Saeedzadeh <Reza.Saeedzadeh@oneatlas.com>; Erick Aldrich <Erick.Aldrich@oneatlas.com>; Patty Ferguson <Patty.Ferguson@oneatlas.com>
**Subject:** [EXTERNAL] RE: OUSD - Fremont HS - RFI #26

**[External Email]** This email originated from outside of the Atlas mail system. Please use caution when opening attachments.

Nick,

Checking in on this. It's a hot topic at the project right now.

Craig Durand, Principal

<image008.gif> HIBSER YAMAUCHI Architects, Inc.

Oakland 510.446.2222

Davis 530.758.1270

Cellphone 415.350.0962

www.hy-arch.com

---

**From:** Nick Anastasio <Nick.Anastasio@oneatlas.com>
**Sent:** Tuesday, August 26, 2025 2:22 PM
**To:** Neethi Joseph <njoseph@hy-arch.com>
**Cc:** Craig Durand <cdurand@hy-arch.com>; Reza Saeedzadeh <Reza.Saeedzadeh@oneatlas.com>; Erick Aldrich <Erick.Aldrich@oneatlas.com>; Patty Ferguson <Patty.Ferguson@oneatlas.com>
**Subject:** Re: OUSD - Fremont HS - RFI #26

Hi Neethi and Craig,

I already gave some preliminary options to the contractor yesterday and again today since they wanted them very quickly (before the RFI could be issued). I will have to respond to the RFI probably tomorrow, as my IT department is upgrading my work laptop to Windows 11, but the crew has a general idea of what option they want to do now and are already in the process of enacting it.

Thanks,

Nick Anastasio, PE

Senior Project Engineer

Atlas Technical Consultants

2001 Crow Canyon Road, Suite 210 I San Ramon, CA 94583

C: 925.984.6365

---

**From:** Neethi Joseph <njoseph@hy-arch.com>
**Sent:** Tuesday, August 26, 2025 2:15 PM
**To:** Nick Anastasio <Nick.Anastasio@oneatlas.com>; Erick Aldrich <Erick.Aldrich@oneatlas.com>
**Cc:** Craig Durand <cdurand@hy-arch.com>
**Subject:** [EXTERNAL] OUSD - Fremont HS - RFI #26

**[External Email]** This email originated from outside of the Atlas mail system. Please use caution when opening attachments.

Hi Nick and Erick,

Please review and respond to the attached RFI #26. The civil engineer communicated they were not clear on the exact issue that is causing the deficient compaction, but some solutions could be:

- Lime treatment
- Over-Ex and Recompact (I believe this was already discussed)
- Perhaps a more robust pavement section to offset the reduced compaction
- Acceptance that the parking lot will not have as robust of a lifespan and accept the lower compaction.

Thank you,

Neethi Joseph

Senior Designer

<image009.jpg>

Oakland 510.446.2222

Davis 530.758.1270x452

www.hy-arch.com

This message and any attachments are intended only for the use of the addressee and may contain information that is privileged and/or confidential. If the reader of the message is not the intended recipient or an authorized representative of the intended recipient, you are hereby notified that any use and/or dissemination of any of this communication is strictly prohibited. If you have received this communication in error, notify the sender immediately by return email and delete the message and any attachments from your system.

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**Cahill Contractors LLC**
425 California Street, Suite 2200
San Francisco, California 94104
P: (415) 986-0600

**Project: 0583-01 OUSD FREMONT - BLDG A MODERNIZATION & NEW PARKING LOT**
4610 Foothill Blvd
Oakland, California 94601

# RFI #26-Phase1: Direction Needed for Lower Parking Lot Subgrade Due to Failing Compaction

| | | | |
|---|---|---|---|
| **Revision** | 0 | **Status** | Closed on 09/25/25 |
| **To** | Neethi Joseph (HIBSER YAMAUCHI ARCHITECTS, INC.)<br>Craig Durand (HIBSER YAMAUCHI ARCHITECTS, INC.) | **From** | Will Nethercutt (CAHILL CONTRACTORS) |
| **Date Initiated** | Aug 25, 2025 | **Due Date** | Sep 1, 2025 |
| **Location** | | | |
| **Cost Impact** | | **Schedule Impact** | |
| **Spec Section** | | | |
| **Drawing Number** | | **Reference** | |
| **Linked Drawings** | | | |
| **Copies To** | Diego Baron (CAHILL CONTRACTORS), JaQuan Cornish (OAKLAND UNIFIED SCHOOL DISTRICT), Ken DeCarlo , Neethi Joseph (HIBSER YAMAUCHI ARCHITECTS, INC.), Justin Mapalo , Megan McDevitt (CAHILL CONTRACTORS), Chris Mendez (CAHILL CONTRACTORS), Nick Misakian (CAHILL CONTRACTORS), Will Nethercutt (CAHILL CONTRACTORS), Christina Stone | | |
| **Priority** | 1 - Urgent | **Sub RFI#** | |
| **Posted to Drawings** | No | | |

## Activity

**Question**

**Question from Will Nethercutt CAHILL CONTRACTORS** *on Monday, Aug 25, 2025 at 12:23 PM PDT*

The center section of the lower parking lot did not pass compaction testing that occurred on 8/25/25 due to unforeseen soil pumping. The geotechnical engineer was onsite the same day and observed the conditions.
1. Please provide formal direction on the preferred method to correct this issue and retry for compaction.

**Official Response**

**Response from Will Nethercutt CAHILL CONTRACTORS** *on Thursday, Sep 25, 2025 at 07:23 AM PDT*

The attached response was received from HY on 9/24 confirming the below direction.

**Attachments**
RFI #26 - Phase1 Failing compaction at Parking lot subgrade_RESPONSE.pdf

**Official Response**

**Response from Will Nethercutt CAHILL CONTRACTORS** *on Thursday, Sep 4, 2025 at 01:26 PM PDT*

The recommended procedure received from Atlas/HY on 8/27/25 was followed and additional compaction tests continued to fail with the soil exhibiting soil pumping remaining in some areas. At this point, Cahill directed D-Line to remove the stabilization measures taken (AB, geogrid, ect). The below recommendation was then received from Nick Anastasio with Atlas on 9/2/25
"I understand that most of the lower parking lot subgrade has now been successfully stabilized, but that there's a roughly 20'x20' area near the southern corner, close to the Swimming Pool, that was still pumping as of last Friday. For a relatively small area like that, chemical stabilization would be financially infeasible, so we instead recommend over-excavating this location deeper, perhaps another 6 or even 12 inches, and building it up as described in our RFI response. After placing the geogrid and the first layer of the crushed rock, roll over it with light construction equipment to provide some moderate compaction, but not something heavy like a dump truck as we don't want to inadvertently pump water upwards from the saturated soil and make it worse. If it's still pumping at this point, repeat the process with another geogrid layer and rock layer, and test it's performance again. If the pumping is starting to be noticeably improved, you can probably place the separation fabric down at that point and start backfilling in 8" lifts of AB."
After this direction, it was discussed that Cahill/D-Line would perform pot holing at the 20'X20' area. After this was completed, water began to seep into the excavations. The below recommendation was then received from Nick Anastasio with Atlas on 9/3/25
"We understand that groundwater started seeping into the pothole excavation, likely related to the pool in the adjacent property. As we're only trying to construct a parking lot, this news doesn't really change our previous recommendations, save for one thing: Before placing the initial geogrid and crushed rock layer, separation fabric should be placed along the bottom of the over-excavation, and should come up along the sides and burrito wrap the total crushed rock layers on all 6 sides. This would stop the water that's flowing in from carrying smaller particles such as clay and sand into the voids between the rocks, which could potentially lead to some degree of settlement/depressions at the surface. The geogrid should be placed over the initial separation fabric and should be directly touching the rock.

See attached photo as an example."
Please confirm that this is the direction that Cahill is to take at the parking lot, noting that D-Line will be onsite to begin this work tomorrow, 9/5/25.

**Attachments**
Graphic Provided by Nick with Atlas on 9.4.25.png

**Official Response**

**Response from Neethi Joseph HIBSER YAMAUCHI ARCHITECTS, INC.** *on Wednesday, Aug 27, 2025 at 02:21 PM PDT*

An Atlas field technician visited the site on August 25, 2025 to observe the subgrade conditions for the lower parking lot, and discovered that the subgrade was considerably soft, and exhibited pumping under the weight of construction vehicles. Cahill Contractors (Cahill) asked Atlas for preliminary remediation recommendations in advance of formal recommendations. Atlas recommended overexcavating the subgrade, placing geogrid, and backfilling with a select engineered fill such as Aggregate Base (AB) to attempt to provide a stable subgrade for the pavement section to be constructed upon. On August 26, 2025, the grading contractor had over-excavated the subgrade approximately 12 inches, placed Tensar InterAx NX650 geogrid at the bottom, and started backfilling with AB. However, an Atlas technician observed that at finished subgrade elevation, a demonstration sub-area was still deflecting as much as 1 inch. As such, we offer the following recommendation for remediation of the subgrade:
 The over-excavation could be deepened to 18", which would provide a thicker bridging zone below the top 6 inches of the subgrade. Additionally, to increase the chances of successful stabilization, another layer of geogrid could be placed approximately 12 inches above the over-excavation bottom. The AB should be placed in loose lifts no greater than 8 inches. The geogrid should be overlapped by at least 18 inches when placed. The final 6 inches of AB placed in the over-excavation should be tested and confirmed to reach 95% relative compaction, and should be relatively stable (as determined by an Atlas representative).
 For areas that are heavily pumping/unstable, the above strategy may not be sufficient. In this case, we suggest placing geogrid at the bottom of the overexcavation, placing approximately 6 inches of crushed rock that is 2 to 3 inches in the smallest dimension. Have the heaviest vehicle/equipment drive over this layer; if pumping conditions persists, place another layer of geogrid over the crushed rock, and 6 more inches of the crushed on top of that (i.e. a total of 12 inches of rock and 2 layers of geogrid). Once pumping no longer exists, place a layer of filter fabric over the rock layer, and then backfill with granular fill or AB.

**Attachments**
RFI #26 - Ph1 Direction Needed for Lower Parking Lot Subgrade_Response.pdf

**All Replies**

**Response from Will Nethercutt CAHILL CONTRACTORS** *on Thursday, Sep 25, 2025 at 07:23 AM PDT*

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See attached photo as an example."
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**Attachments**
Graphic Provided by Nick with Atlas on 9.4.25.png

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 The over-excavation could be deepened to 18", which would provide a thicker bridging zone below the top 6 inches of the subgrade. Additionally, to increase the chances of successful stabilization, another layer of geogrid could be placed approximately 12 inches above the over-excavation bottom. The AB should be placed in loose lifts no greater than 8 inches. The geogrid should be overlapped by at least 18 inches when placed. The final 6 inches of AB placed in the over-excavation should be tested and confirmed to reach 95% relative compaction, and should be relatively stable (as determined by an Atlas representative).
 For areas that are heavily pumping/unstable, the above strategy may not be sufficient. In this case, we suggest placing geogrid at the bottom of the overexcavation, placing approximately 6 inches of crushed rock that is 2 to 3 inches in the smallest dimension. Have the heaviest vehicle/equipment drive over this layer; if pumping conditions persists, place another layer of geogrid over the crushed rock, and 6 more inches of the crushed on top of that (i.e. a total of 12 inches of rock and 2 layers of geogrid). Once pumping no longer exists, place a layer of filter fabric over the rock layer, and then backfill with granular fill or AB.

**Attachments**
RFI #26 - Ph1 Direction Needed for Lower Parking Lot Subgrade_Response.pdf

**Cahill Contractors LLC**
425 California Street, Suite 2200
San Francisco, California 94104
P: (415) 986-0600

**Project: 0583-01 OUSD FREMONT - BLDG A MODERNIZATION & NEW PARKING LOT**
4610 Foothill Blvd
Oakland, California 94601

# RFI #26-Phase1: Direction Needed for Lower Parking Lot Subgrade Due to Failing Compaction

| | | | |
|---|---|---|---|
| **Revision** | 0 | **Status** | Open |
| **To** | Neethi Joseph (HIBSER YAMAUCHI ARCHITECTS, INC.)<br>Craig Durand (HIBSER YAMAUCHI ARCHITECTS, INC.) | **From** | Will Nethercutt (CAHILL CONTRACTORS) |
| **Date Initiated** | Aug 25, 2025 | **Due Date** | Sep 1, 2025 |
| **Location** | | | |
| **Cost Impact** | | **Schedule Impact** | |
| **Spec Section** | | | |
| **Drawing Number** | | **Reference** | |
| **Linked Drawings** | | | |
| **Copies To** | Diego Baron (CAHILL CONTRACTORS), JaQuan Cornish (OAKLAND UNIFIED SCHOOL DISTRICT), Ken DeCarlo , Neethi Joseph (HIBSER YAMAUCHI ARCHITECTS, INC.), Justin Mapalo , Megan McDevitt (CAHILL CONTRACTORS), Chris Mendez (CAHILL CONTRACTORS), Nick Misakian (CAHILL CONTRACTORS), Will Nethercutt (CAHILL CONTRACTORS), Christina Stone | | |
| **Priority** | 1 - Urgent | **Sub RFI#** | |
| **Posted to Drawings** | No | | |

## Activity

**Question**

**Question from Will Nethercutt CAHILL CONTRACTORS** *on Monday, Aug 25, 2025 at 12:23 PM PDT*

The center section of the lower parking lot did not pass compaction testing that occurred on 8/25/25 due to unforeseen soil pumping. The geotechnical engineer was onsite the same day and observed the conditions.

1. Please provide formal direction on the preferred method to correct this issue and retry for compaction.

HY Response:
Contractor to proceed per geotech's recommendations as outlined below in Cahill's response on 9/4/25.

Eleni Antonelli
9/24/25

**Official Response**

**Response from Neethi Joseph HIBSER YAMAUCHI ARCHITECTS, INC.** *on Wednesday, Aug 27, 2025 at 02:21 PM PDT*

An Atlas field technician visited the site on August 25, 2025 to observe the subgrade conditions for the lower parking lot, and discovered that the subgrade was considerably soft, and exhibited pumping under the weight of construction vehicles. Cahill Contractors (Cahill) asked Atlas for preliminary remediation recommendations in advance of formal recommendations. Atlas recommended overexcavating the subgrade, placing geogrid, and backfilling with a select engineered fill such as Aggregate Base (AB) to attempt to provide a stable subgrade for the pavement section to be constructed upon. On August 26, 2025, the grading contractor had over-excavated the subgrade approximately 12 inches, placed Tensar InterAx NX650 geogrid at the bottom, and started backfilling with AB. However, an Atlas technician observed that at finished subgrade elevation, a demonstration sub-area was still deflecting as much as 1 inch. As such, we offer the following recommendation for remediation of the subgrade:

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**Attachments**
RFI #26 - Ph1 Direction Needed for Lower Parking Lot Subgrade_Response.pdf

**All Replies**

**Response from Will Nethercutt CAHILL CONTRACTORS** *on Thursday, Sep 4, 2025 at 01:26 PM PDT*

The recommended procedure received from Atlas/HY on 8/27/25 was followed and additional compaction tests continued to fail with the soil exhibiting soil pumping remaining in some areas. At this point, Cahill directed D-Line to remove the stabilization measures taken (AB, geogrid, ect). The below recommendation was then received from Nick Anastasio with Atlas on 9/2/25

"I understand that most of the lower parking lot subgrade has now been successfully stabilized, but that there's a roughly 20'x20' area near the southern corner, close to the Swimming Pool, that was still pumping as of last Friday. For a relatively small area like that, chemical stabilization would be financially infeasible, so we instead recommend over-excavating this location deeper, perhaps another 6 or even 12 inches, and building it up as described in our RFI response. After placing the geogrid and the first layer of the crushed rock, roll over it with light construction equipment to provide some moderate compaction, but not something heavy like a dump truck as we don't want to inadvertently pump water upwards from the saturated soil and make it worse. If it's still pumping at this point, repeat the process with another geogrid layer and rock layer, and test it's performance again. If the pumping is starting to be noticeably improved, you can probably place the separation fabric down at that point and start backfilling in 8" lifts of AB."

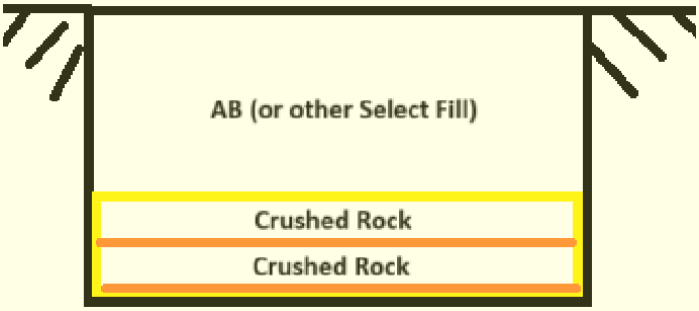
After this direction, it was discussed that Cahill/D-Line would perform pot holing at the 20'X20' area. After this was completed, water began to seep into the excavations. The below recommendation was then received from Nick Anastasio with Atlas on 9/3/25

"We understand that groundwater started seeping into the pothole excavation, likely related to the pool in the adjacent property. As we're only trying to construct a parking lot, this news doesn't really change our previous recommendations, save for one thing: Before placing the initial geogrid and crushed rock layer, separation fabric should be placed along the bottom of the over-excavation, and should come up along the sides and burrito wrap the total crushed rock layers on all 6 sides. This would stop the water that's flowing in from carrying smaller particles such as clay and sand into the voids between the rocks, which could potentially lead to some degree of settlement/depressions at the surface. The geogrid should be placed over the initial separation fabric and should be directly touching the rock.

See attached photo as an example."

Please confirm that this is the direction that Cahill is to take at the parking lot, noting that D-Line will be onsite to begin this work tomorrow, 9/5/25.

**Attachments**
Graphic Provided by Nick with Atlas on 9.4.25.png



**Response from Neethi Joseph HIBSER YAMAUCHI ARCHITECTS, INC.** *on Wednesday, Aug 27, 2025 at 02:21 PM PDT*

An Atlas field technician visited the site on August 25, 2025 to observe the subgrade conditions for the lower parking lot, and discovered that the subgrade was considerably soft, and exhibited pumping under the weight of construction vehicles. Cahill Contractors (Cahill) asked Atlas for preliminary remediation recommendations in advance of formal recommendations. Atlas recommended overexcavating the subgrade, placing geogrid, and backfilling with a select engineered fill such as Aggregate Base (AB) to attempt to provide a stable subgrade for the pavement section to be constructed upon. On August 26, 2025, the grading contractor had over-excavated the subgrade approximately 12 inches, placed Tensar InterAx NX650 geogrid at the bottom, and started backfilling with AB. However, an Atlas technician observed that at finished subgrade elevation, a demonstration sub-area was still deflecting as much as 1 inch. As such, we offer the following recommendation for remediation of the subgrade:

 The over-excavation could be deepened to 18", which would provide a thicker bridging zone below the top 6 inches of the subgrade. Additionally, to increase the chances of successful stabilization, another layer of geogrid could be placed approximately 12 inches above the over-excavation bottom. The AB should be placed in loose lifts no greater than 8 inches. The geogrid should be overlapped by at least 18 inches when placed. The final 6 inches of AB placed in the over-excavation should be tested and confirmed to reach 95% relative compaction, and should be relatively stable (as determined by an Atlas representative).

 For areas that are heavily pumping/unstable, the above strategy may not be sufficient. In this case, we suggest placing geogrid at the bottom of the overexcavation, placing approximately 6 inches of crushed rock that is 2 to 3 inches in the smallest dimension. Have the heaviest vehicle/equipment drive over this layer; if pumping conditions persists, place another layer of geogrid over the crushed rock, and 6 more inches of the crushed on top of that (i.e. a total of 12 inches of rock and 2 layers of geogrid). Once pumping no longer exists, place a layer of filter fabric over the rock layer, and then backfill with granular fill or AB.

**Attachments**

RFI #26 - Ph1 Direction Needed for Lower Parking Lot Subgrade_Response.pdf

**Cahill Contractors LLC**
425 California Street, Suite 2200
San Francisco, California 94104
P: (415) 986-0600

**Project: 0583-01 OUSD FREMONT - BLDG A MODERNIZATION & NEW PARKING LOT**
4610 Foothill Blvd
Oakland, California 94601

# RFI #26-Phase1: Direction Needed for Lower Parking Lot Subgrade Due to Failing Compaction

| | | | |
|---|---|---|---|
| **Revision** | 0 | **Status** | Open |
| **To** | Craig Durand (HIBSER YAMAUCHI ARCHITECTS, INC.)<br>Neethi Joseph (HIBSER YAMAUCHI ARCHITECTS, INC.) | **From** | Will Nethercutt (CAHILL CONTRACTORS) |
| **Date Initiated** | Aug 25, 2025 | **Due Date** | Sep 1, 2025 |
| **Location** | | | |
| **Cost Impact** | | **Schedule Impact** | |
| **Spec Section** | | | |
| **Drawing Number** | | **Reference** | |
| **Linked Drawings** | | | |
| **Copies To** | Diego Baron (CAHILL CONTRACTORS), JaQuan Cornish (OAKLAND UNIFIED SCHOOL DISTRICT), Ken DeCarlo , Neethi Joseph (HIBSER YAMAUCHI ARCHITECTS, INC.), Justin Mapalo , Megan McDevitt (CAHILL CONTRACTORS), Chris Mendez (CAHILL CONTRACTORS), Nick Misakian (CAHILL CONTRACTORS), Will Nethercutt (CAHILL CONTRACTORS), Christina Stone | | |
| **Priority** | 1 - Urgent | **Sub RFI#** | |
| **Posted to Drawings** | No | | |

## Activity

**Question**

**Question from Will Nethercutt CAHILL CONTRACTORS** *on Monday, Aug 25, 2025 at 12:23 PM PDT*

The center section of the lower parking lot did not pass compaction testing that occurred on 8/25/25 due to unforeseen soil pumping. The geotechnical engineer was onsite the same day and observed the conditions.

1. Please provide formal direction on the preferred method to correct this issue and retry for compaction.

*Awaiting an Official Response*

**ATLAS (GEOTECH) RESPONSE: An Atlas field technician visited the site on August 25, 2025 to observe the subgrade conditions for the lower parking lot, and discovered that the subgrade was considerably soft, and exhibited pumping under the weight of construction vehicles. Cahill Contractors (Cahill) asked Atlas for preliminary remediation recommendations in advance of formal recommendations. Atlas recommended overexcavating the subgrade, placing geogrid, and backfilling with a select engineered fill such as Aggregate Base (AB) to attempt to provide a stable subgrade for the pavement section to be constructed upon.**

**On August 26, 2025, the grading contractor had over-excavated the subgrade approximately 12 inches, placed Tensar InterAx NX650 geogrid at the bottom, and started backfilling with AB. However, an Atlas technician observed that at finished subgrade elevation, a demonstration sub-area was still deflecting as much as 1 inch. As such, we offer the following recommendation for remediation of the subgrade:**

- **The over-excavation could be deepened to 18", which would provide a thicker bridging zone below the top 6 inches of the subgrade. Additionally, to increase the chances of successful stabilization, another layer of geogrid could be placed approximately 12 inches above the over-excavation bottom. The AB should be placed in loose lifts no greater than 8 inches. The geogrid should be overlapped by at least 18 inches when placed. The final 6 inches of AB placed in the over-excavation should be tested and confirmed to reach 95% relative compaction, and should be relatively stable (as determined by an Atlas representative).**
- **For areas that are heavily pumping/unstable, the above strategy may not be sufficient. In this case, we suggest placing geogrid at the bottom of the overexcavation, placing approximately 6 inches of crushed rock that is 2 to 3 inches in the smallest dimension. Have the heaviest vehicle/equipment drive over this layer; if pumping conditions persists, place another layer of geogrid over the crushed rock, and 6 more inches of the crushed on top of that (i.e. a total of 12 inches of rock and 2 layers of geogrid). Once pumping no longer exists, place a layer of filter fabric over the rock layer, and then backfill with granular fill or AB.**

# CHANGE ORDER REQUEST (Proposed Change Order)

## No. 3

**PROJECT:** Fremont Modernization Project
Fremont High School

**OWNER:** OAKLAND UNIFIED SCHOOL DISTRICT
**CONTRACTOR: CAHILL CONTRACTORS, LLC**
**1111 Broadway, Suite 1340**
**Oakland, CA 94607**

**DATE**: MARCH 26, 2026

**DSA FILE NO**.: 1-H8
**DSA APP NO.: 01-121157**
**OUSD PROJECT #: 22156**
**PROJECT MANAGER: JaQuan Cornish**

Contractor hereby submits this Change Order Request ("COR") pursuant to the contract documents.

DESCRIPTION OF PROPOSED CHANGES IN WORK (specifically refer to attached pages or incorporated documents): **PCO 3 (Cahill PCO 30) Phase I: Sidewalk Soil Compaction Issues.** Due to unforeseen soil pumping at the sidewalk along Foothill Blvd, contractor to over excavate and backfill with engineered fill per the geotechnical report and direction.

OTHER PROPOSED CHANGES TO THE CONTRACT:
_____
_____

PROPOSED ADJUSTMENT TO CONTRACT PRICE: $24,427.69
- If Contractor requests payment from an allowance, please indicate which allowance: _____

PROPOSED ADJUSTMENT TO CONTRACT TIME: 0 calendar days

REASON FOR REQUEST (check one or more):
_X__ Unforeseen Conditions
____ Direction by Government Agency
____ Owner Requested
____ Design Omission
____ Design Error
____ Other: _____

* * * * * * * * * * * *

**CERTIFICATION**

I, Megan McDevitt *[name of declarant]*, declare the following:

**Cahill Contractors, LLC** has contracted with **Oakland Unified School District** for the **22156 Fremont Modernization** Contract ("Contract"). **Cahill Contractors, LLC** authorized me to prepare the attached Change

Order Request ("COR") or Allowance Expenditure Request ("AER") for money and/or time extension for **Oakland Unified School District** regarding this Contract (such COR or AER being dated **March 26, 2026**, and entitled **PCO 3 (Cahill PCO 30) Phase I: Sidewalk Soil Compaction Issues**, and requesting $**24,427.69** and/or **0** additional days), and I prepared the attached COR or AER. I am the most knowledgeable person at **Cahill Contractors, LLC** regarding this COR or AER.

The attached COR or AER complies with all laws applicable to submission of a COR or AER, including but not limited to California Penal Code section 72, Government Code sections 12650 et seq. (False Claims Act), and Business and Professions Code sections 17200 et seq. (Unfair Business Practices Act). I am aware that submission or certification of false claims, or other claims that violate law or the Contract, may lead to fines, imprisonment, and/or other serious legal consequences for myself or **Cahill Contractors, LLC**.

The attached COR or AER does not breach the Contract, is not a false claim, does not violate any applicable law, satisfies all provisions of the Contract applicable to submission of the COR or AER, only contains truthful and accurate supporting data, and only requests money and/or time extensions that accurately reflect the adjustments to money and time for which I believe that **Oakland Unified School District** is responsible under its Contract with **Cahill Contractors, LLC.**

While preparing this declaration and COR or AER, I consulted with others (including attorneys, consultants, or others who work for **Cahill Contractors, LLC** when necessary to ensure that the statements were true and correct.

Contractor understands and agrees that any COR or AER submitted without this certification does not meet the terms of the Contract Documents; that Owner, or Owner's representatives, may reject the COR or AER on that basis; and that unless Contractor properly and timely files the COR or AER with the certification, Contractor cannot further pursue the COR or AER in any forum and all rights to additional money or time for the issues covered by the COR or AER are waived due to a condition precedent not having been satisfied.

I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed March 26, 2026, at Oakland, California.



_____ *[signature]*

Megan McDevitt 03/26/2026 *[name of declarant]*

319-661/7106498.1

# FREMONT MODERNIZATION

Oakland Unified School District
Job # 22156

# PCO LOG

3/26/2026 2:37 PM

| PCO # | GC PCO # | Description | Cont'r /Sub | Date Received | Proposed Amount | Approved Amount | Date Finalized | Reason Code | Status |
|---|---|---|---|---|---|---|---|---|---|
| 1 | 7 | Phase II: DSA Approved Plan Set Part 2 - Piers & GCs | Cahill / Azul | 09/09/25 | $629,992.00 | $557,442.47 | 11/12/2025 | Agency | Approved |
| 2 | 10 | Phase I: Soil Compaction Issues at Parking Lot | D-Line | 09/25/25 | $182,658.88 | $153,249.53 | 3/24/2026 | Unforeseen | for Approval |
| 3 | 30 | Phase I: Sidewalk Soil Compaction Issues | D-Line | 01/06/26 | $25,614.12 | $24,427.69 | | Unforeseen | for Approval |
| | 31 | Phase II: Added Grout Behind Lagging | Azul | 01/14/26 | $19,442.78 | | | Agency | in review |
| | 37 | Phase II: RFI 59-59.2 Conflicts with Bioretention Wall Elevations at Driveway | BCI / D-Line | 01/27/26 | $14,515.25 | | | Omissions | in review |
| | 38 | Phase I: Permits for Sidewalk Work | City of Oakland | 02/10/26 | $8,486.59 | | | Agency | in review |
| | 40 | Phase I: RFI 94 Add Section of Curb Under Fence | BCI | 02/10/26 | $7,352.34 | | | Owner | in review |
| | 41 | Phase II: RFI 96 Embed Conflict with Footing Rebar | BCI | 02/10/26 | $6,076.08 | | | Error | in review |
| | 42 | Phase II: RFI 91 Over-Ex & Added Slurry at Footings due to Wet Soil Conditions | BCI / D-Line | 02/10/26 | $5,495.86 | | | Unforeseen | in review |
| | 55 | Phase II: CCD-011A Fire Alarm Changes, Modular Pathway to FACP | Cahill / Tulum | 03/11/26 | $118,415.63 | | | Agency | in review |
| | 57 | Phase II: RFI 40 & CCD-008B Exterior Lighting Changes | Cahill / Tulum | 03/16/26 | $18,271.85 | | | Owner | in review |
| | 58 | Phase II: Dry-Rot Repairs at Auditorium Bldg Entrance | Cahill / Various | 03/23/26 | $304,171.68 | | | Unforeseen | in review |
| | | | | | | | | | |
| | | | | | | | | | |

| | |
|---|---|
| Preconstruction Contract Price: | $200,000.00 |
| Total Contract Price: | $10,922,885.00 |
| Total Proposed: | $1,340,493.06 |
| Total Approved: | $735,119.69 |
| Total Contract with Approved Changes: | $11,658,004.69 |
| CO Percentage of Base Contract: | 6.73% |

Notes: *Sent to Consultants: C=Civil/ S=Struct./M=Mech./E=Elec./ L=Lands./D=District/SC=SchooF=Fire/R=Roofing **Email is standard. F = Faxed ***Remarks: UC - Unforeseen Condition / DRC - District Requested Change / AC - Agency Change

PCO # 030

01/06/2026

OAKLAND UNIFIED SCHOOL DISTRICT
955 HIGH STREET
OAKLAND, California, 94601

**Re:** PCO #030 Revision 1 - CE #057 - PH1 Sidewalk Soil Compaction Issues
**Job:** 0583-01 **/** OUSD FREMONT - BLDG A MODERNIZATION & NEW PARKING LOT

Enclosed please find **Potential Change Order #030** in the amount of $24,427.69 for:

CE #057 - PH1 Sidewalk Soil Compaction Issues
This PCO includes costs to over excavate at the sidewalk along Foothill Blvd per Atlas Field Report # 21 dated 10/29/25.

Rev 1 - Updated equipment rates per OUSD comments

| PCO Item | Description | | Cost |
|---|---|---|---|
| 1 | D-Line COR 013.3, Tags EX04195 & 04198 - Over-excavate at Sidewalk due to compaction issues per Atlas field report | | $22,566.00 |
| | | Subtotal | $22,566.00 |
| | | Insurance (1.35%): | $304.64 |
| | | Builders Risk (1.40%): | $315.92 |
| | | SDI (0.50%): | $112.83 |
| | | Bond (0.62%): | $139.91 |
| | | Oakland GRT (0.38%): | $85.75 |
| | | Fee (4.00%): | $902.64 |
| | | Total: | $24,427.69 |

This pricing is valid for 30 days. This PCO includes a schedule extension of 0 days. We reserve the right to a contract time extension should the work contained in this PCO impact the overall project schedule.

Please sign below to approve and return to our office. Upon your signature, we will execute the appropriate subcontract adjustments and include this in a forthcoming Prime Contract Change Order to cover this added scope. If at any time contingency funds are used to pay for additional work, Cahill reserves the right to request a change order at a later date if it becomes apparent that contingency funds are needed elsewhere. Please call if you have any questions.

**Very truly yours,**
Cahill Contractors LLC



Megan McDevitt 03/25/2026

**Accepted by:**
OAKLAND UNIFIED SCHOOL DISTRICT

Date

Form ID 042 Rev.0

# Engineer's Field Report

| | | |
|---|---|---|
| | | Project # 91-66359-PWA |
| Project Name: Fremont High School | Client or Owner: OUSD | Page No 1 of 4 |
| Project Location: 4610 Foothill Blvd, Oakland | Station or Grid Location: N/A - Field | Daily Field Report Seq. No. |
| General Contractor: Cahill | Grading Contractor: Azul & Baldry Drilling | Date: 10/29/25 Day: Wednesday |
| Type of Work: Construction Observation | Grading Contractor's Superintendent or Foreman: Polat Shamyradov, Enrique Silva | Project Engineer: Jesus Guevara |
| Source and Description of Material: N/A | Weather Conditions: Clear, mild | Supervisor: Nick Anastasio |
| Site Hours of Operation: Start Time 7:45 AM Finish Time 3:15 PM | Key Persons Contracted (Civil Engr., Architect, Developer, etc): IOR - Ken Decarlo, Superintendent - Diego Baron | |
| Description of Site Conditions and Procedures: Pier/soldier pile construction for shoring. | | |

Notes and/or Recommendations

The Azul and Baldry Drilling crew began drill operations after my arrival at 7:45 AM to observe drilling operations for ongoing soldier pile construction.

The crew re-drilled and re-set steel reinforcement (beams and cages) in pile P30 to relocate it slightly, before continuing with piles P11, P8, and P5 in that order. The piles were drilled with a minimum diameter of 30 inches, to respective depths of 31.5 ft, 22.75 ft, 22 ft, and 22 ft below ground surface (BGS). P2 was started towards the end of the day and was only drilled about 2 ft BGS, so will be completed tomorrow to start the work day.

All piles except P2 were drilled out to meet the minimum respective drill depths and diameters, had reinforcement steel set directly after being drilled, and were free of standing water and debris at the bottom before I left the site at 3:15 PM.

While observing drilling operations, I was asked to inspect sidewalk and driveway subgrade conditions at the Foothill Blvd parking lot. Upon visual and physical inspection with a T-handle probe, the subgrade was found to be unstable down to a depth of about 1 to 2 feet (depending on the location) at intermittent locations adjacent to and beneath AB placed and compacted along the sidewalk, curb and gutter, and driveway areas. The instability was likely due to high moisture content in the subgrade soils beneath the AB.

Atlas recommends that the subgrade be over-excavated down to competent soil in each location, as determined by an Atlas representative, and backfilled with non-expansive, engineered fill per the geotechnical report for the project. If competent soil isn't reached by a depth of 2 feet, the contractor can opt to place geogrid (such as Tensar InterAx NX-650) at the bottom of the over-excavation before backfilling.

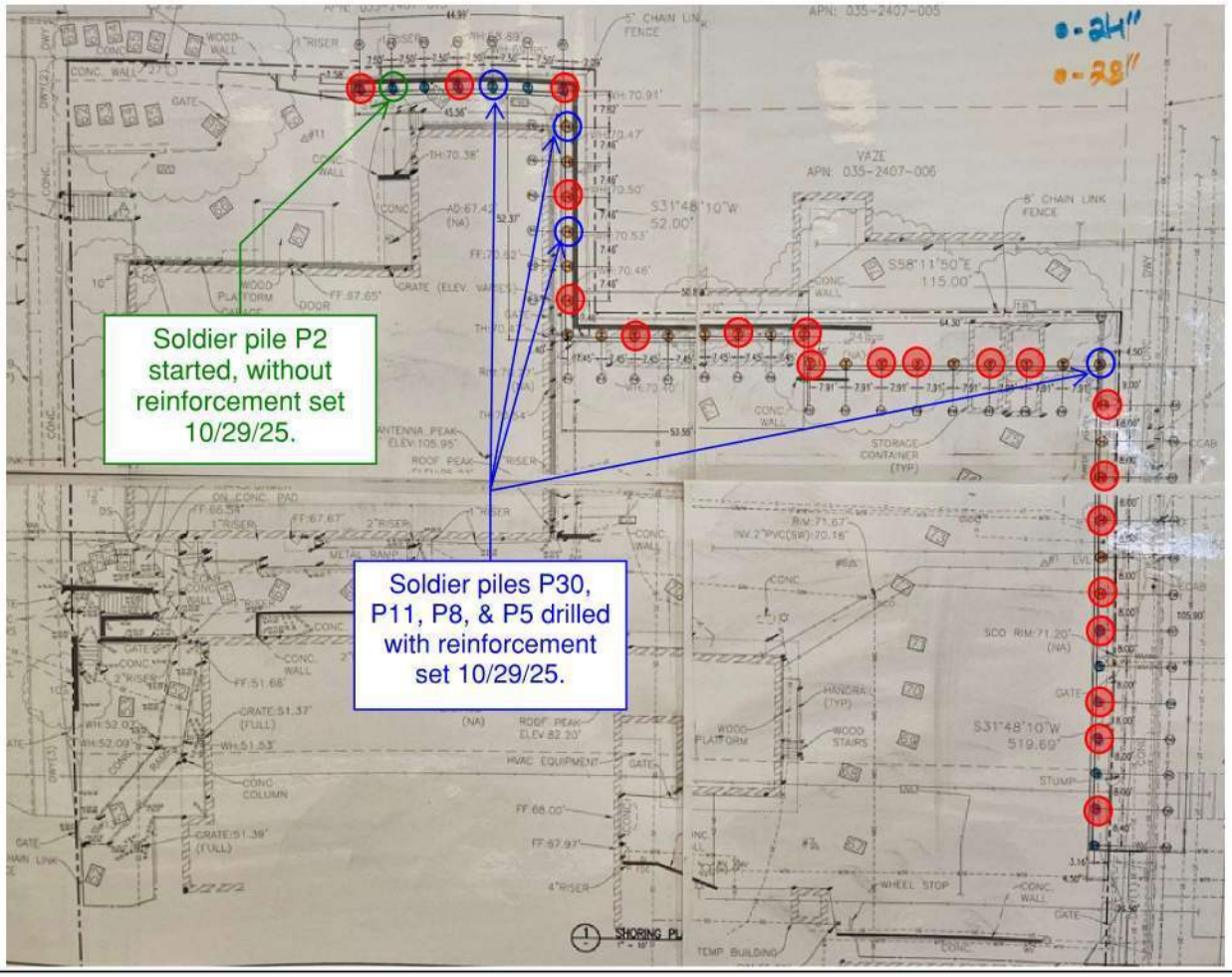
Signature: [signature] Date: 10/29/25

Copies To: Print Name: Jesus Guevara

# Site Map

Form ID 100B Rev.0

| | | | |
|---|---|---|---|
| Project Name | Fremont High School | DSA File # | |
| Atlas Project # | 91-66359-PWA | DSA Appl # | |
| Project Location | 4610 Foothill Blvd, Oakland, CA 94601 | LEA # | |
| Contractor | Cahill and Azul | OSHPD # | |
| Date | 10/29/25 | IR # 21 | Permit/Appl # |




The map above shows piles drilled out during today's drill operations in blue, as well as piles completed in red, and P2 started in green.

CC: Project Architect
Structural Engineer
Project Inspector
DSA Regional Office
School District

Signature of Special Inspector

Date 10/29/25

Print Name/Title Jesus Guevara

Certification #:

# Photograph Supplemental

Form ID 100B Rev.0

| | | | |
|---|---|---|---|
| Project Name | Fremont High School | DSA File # | |
| Atlas Project # | 91-66359-PWA | DSA Appl # | |
| Project Location | 4610 Foothill Blvd, Oakland, CA 94601 | LEA # | |
| Contractor | Cahill and Azul | OSHPD # | |
| Date | 10/29/25 | IR # 21 | Permit/Appl # |







Photos above show drill operations for the day.

CC: Project Architect
Structural Engineer
Project Inspector
DSA Regional Office
School District

Signature of Special Inspector

Date 10/29/25

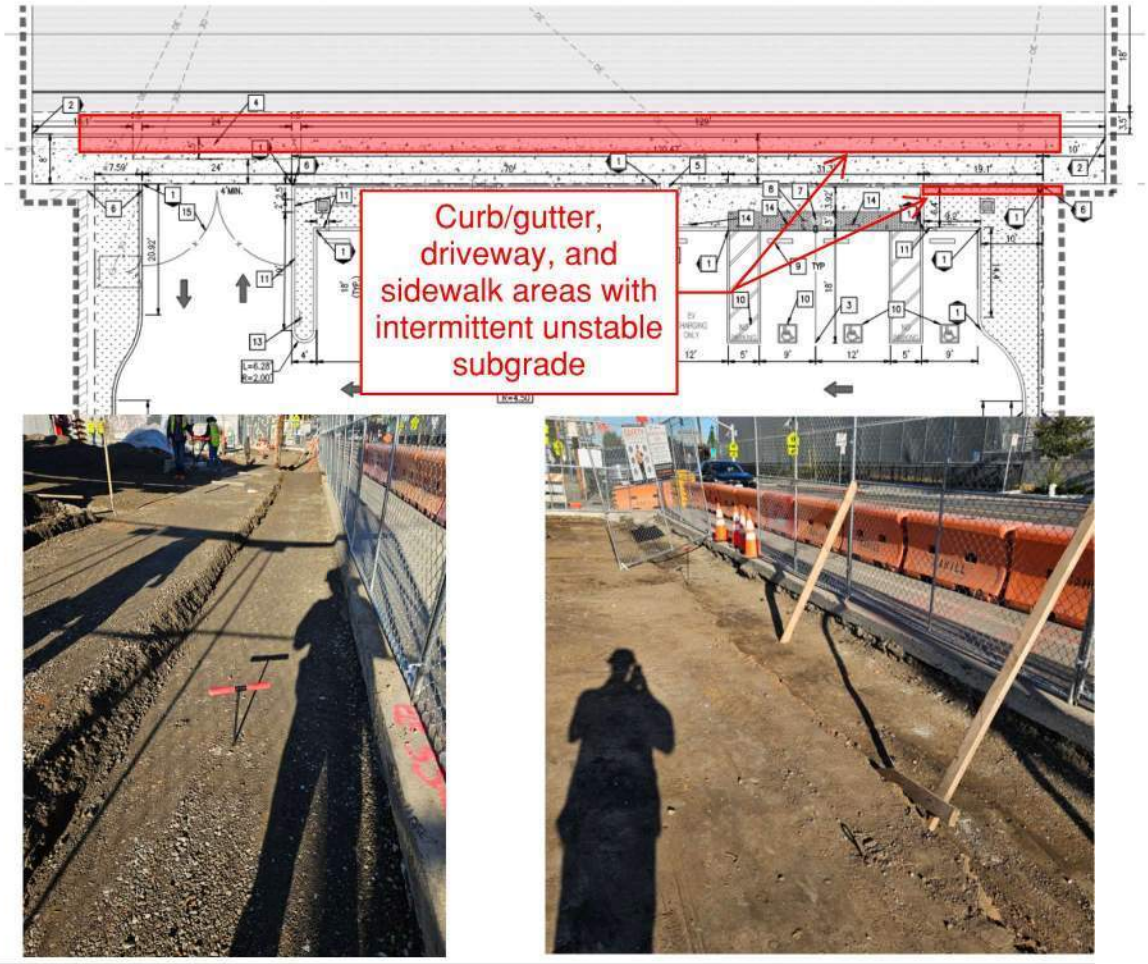
Print Name/Title Jesus Guevara

Certification #:

# Site Map & Photos

Form ID 100B Rev.0

| | | | |
|---|---|---|---|
| Project Name | Fremont High School | DSA File # | |
| Atlas Project # | 91-66359-PWA | DSA Appl # | |
| Project Location | 4610 Foothill Blvd, Oakland, CA 94601 | LEA # | |
| Contractor | Cahill and Azul | OSHPD # | |
| Date | 10/29/25 | IR # 21 | Permit/Appl # |




Above is a map showing the location of sideway, driveway, and curb/gutter subgrade issues at the lower parking lot, along with supporting photos.

CC: Project Architect
Structural Engineer
Project Inspector
DSA Regional Office
School District

Signature of Special Inspector

Date 10/29/25

Print Name/Title Jesus Guevara

Certification #:

# CHANGE ORDER REQUEST

**13.3**

**Title:** Stand by 10/29/25 and removal of baserock from sidewalk and vertical curb/ valley gutter
**Project Name:** Fremont High School Modernization
**Project Address:** 4610 Foothill Boulevard
Oakland, CA 94601
**COR Date:** 03/25/2026
**T&M Tag Numbers:** EX04193, EX04195, EX04198
**D-Line Constructors, Inc Job Number:** 2504
**Customer Job Number:**
**Customer Reference Number:** PCO

**Our Information**

**D-Line Constructors, Inc**
2744 East 11th Street
Oakland, CA 94601
**Phone:** (510)-251-6400

**Customer Information**

**Cahill Contractors**
1111 Broadway, Suite 1340
Oakland, CA 94607

**Description of Change Order Request**

**T&M Tag EX04193:**Rock was not approved because of the condition of the material we were told to stop by the IOR inspector from the school. The dirt from existing subgrade had a high content of moisture and it was failing in various areas.
Note: T&M Tag EX04193 was sent to Cahill as a separate COR 015. Labor, materials, equipment were removed from this COR.

**T&M Tag EX04195:**
We over excavated sidewalk and vertical curb/ valley gutter per IOR direction. Removed 8 inch's of Class II and placed 8 inch's of class 2 base rock.

**T&M Tag EX04198:**
Continued were we left off removing FAILED areas and placing class 2 AB to replace as well as placing geo- grid then placing base rock on top per soils engineer request.

**Labor**

| Description | Qty (HR) | Unit (HR) | Rate (HR) | Total Cost |
|---|---|---|---|---|
| Tag EX04195 - Operator - Foreman | 8.00 | ST | $122.41 | $979.28 |
| Tag EX04195 - Operator | 16.00 | ST | $114.58 | $1,833.28 |
| Tag EX04195 - Laborer | 16.00 | ST | $80.76 | $1,292.16 |
| Tag EX04198 - Operator - Foreman | 4.00 | ST | $122.41 | $489.64 |
| Tag EX04198 - Operator | 8.00 | ST | $114.58 | $916.64 |
| Tag EX04198 - Laborer | 8.00 | ST | $80.76 | $646.08 |
| **Hours Subtotals: ST:** 60.00 | | | **Total Labor:** | **$6,157.08** |

**Material**

| Description | Qty of Material | Unit of Measure | Rate | Total Cost |
|---|---|---|---|---|
| Tag EX04195 - Class 2 ab imported | 2.00 | Loads | $270.00 | $540.00 |
| Tag EX04195 - Dirt offhaul | 5.00 | Loads | $576.00 | $2,880.00 |
| Tag EX04198 - Class 2 ab | 3.00 | Loads | $810.00 | $2,430.00 |
| | | | **Total Material:** | **$5,850.00** |



POWERED BY CLEARSTORY

**Equipment**

| Description | Qty of Equipment | Unit of Measure | Rate | Total Cost |
|---|---|---|---|---|
| Tag EX04195 - PICKUP/CREW TRUCK | 8.00 | HR | $35.85 | $286.80 |
| Tag EX04195 - COMPACTOR REVERSIBLE PLATE ( NERVOUS TURTLE | 8.00 | HR | $12.79 | $102.32 |
| Tag EX04195 - EXCAVATOR 290-330 | 8.00 | HR | $239.96 | $1,919.68 |
| Tag EX04195 - RUBBER TIRE SKIP LOADER 4WD | 8.00 | HR | $84.51 | $676.08 |
| Tag EX04195 - COMPACTOR JUMPING JACK / VIBRO PLATE | 8.00 | HR | $5.36 | $42.88 |
| Tag EX04195 - Super ten | 16.00 | HR | $135.00 | $2,160.00 |
| Tag EX04198 - PICKUP/CREW TRUCK | 4.00 | HR | $35.85 | $143.40 |
| Tag EX04198 - COMPACTOR REVERSIBLE PLATE ( NERVOUS TURTLE | 4.00 | HR | $12.79 | $51.16 |
| Tag EX04198 - COMPACTOR JUMPING JACK / VIBRO PLATE | 4.00 | HR | $5.36 | $21.44 |
| Tag EX04198 - EXCAVATOR 290-330 | 4.00 | HR | $239.96 | $959.84 |
| Tag EX04198 - COMPACTION 48” DOUBLE DRUM | 4.00 | HR | $50.24 | $200.96 |
| Tag EX04198 - RUBBER TIRE SKIP LOADER 4WD | 4.00 | HR | $84.51 | $338.04 |
| Tag EX04198 - WATER TRAILER 550 GALLON | 4.00 | HR | $14.00 | $56.00 |
| | | | **Total Equipment:** | **$6,958.60** |

| | | |
|---|---|---|
| **Subtotal** | | **$18,965.68** |
| Tax Rate (Materials) | 10.750% | $628.88 |
| Mark Up Rate (Subtotal) | 10.000% | $1,896.57 |
| **Requested Total** | | **$21,491.13** |

**Terms & Conditions**

with FOCON 5% = $22,566



POWERED BY CLEARSTORY

# TIME AND MATERIAL TAG

# EX04193

**Title:** Stand by 10/29/25 and removal of baserock from sidewalk and vertical curb/ valley gutter
**Project Name:** Fremont High School Modernization
**Project Address:** 4610 Foothill Boulevard
Oakland, CA 94601
**Date(s) of Work Performed:** 10/29/2025
**D-Line Constructors, Inc Job Number:** 2504
**Cost Code:** 9000.00.00
**Customer Job Number:**
**Customer Reference Number:** PCO

**Our Information**

**D-Line Constructors, Inc**
2744 East 11th Street
Oakland, CA 94601
**Phone:**(510)-251-6400

**Customer Information**

**Cahill / Focon Joint Venture**
425 California Street, Suite 2200
San Francisco, CA 94104

**Description of the Work**

Rock was not approved because of the condition of the material we were told to stop by the inspector from the school the dirt from supgrade is too moist

**Labor**

| Worker Name / Description | Date of Work | Quantity of Worker | ST | OT | DT | POT | PDT | Total |
|---|---|---|---|---|---|---|---|---|
| Operator - Foreman | 10/29/2025 | 1 | 8 | | | | | 8 |
| Operator | 10/29/2025 | 2 | 8 | | | | | 16 |
| Laborer | 10/29/2025 | 2 | 8 | | | | | 16 |
| | **Total Labor:** | **5** | **40** | **0** | **0** | **0** | **0** | **40** |

**Equipment**

| Equipment Name | Date of Work | Pieces of Equipment | Unit of Measure | Quantity of Unit | Total |
|---|---|---|---|---|---|
| COMPACTION 48” DOUBLE DRUM | 10/29/2025 | 1 | HR | 4 | 4 |
| EXCAVATOR 290-330 | 10/29/2025 | 1 | HR | 4 | 4 |

**Terms & Conditions**

Digitally Signed by:
Date Signed:
Oct 29, 2025 01:09 PM PDT
**Name:** Jorge Pinon
**Company:** D-Line Constructors, Inc

Digitally Signed by:
Date Signed:
Oct 30, 2025 02:15 PM PDT
**Name:** Diego Baron
**Company:** Cahill / Focon Joint Venture


Oct-28-2025 03:13 pm

# TIME AND MATERIAL TAG
# EX04195

**Title:** Over excavation and placement of 8in class 2 baserock
**Project Name:** Fremont High School Modernization
**Project Address:** 4610 Foothill Boulevard
Oakland, CA 94601
**Date(s) of Work Performed:** 10/30/2025
**D-Line Constructors, Inc Job Number:** 2504
**Cost Code:** 9000.00.00
**Customer Job Number:**
**Customer Reference Number:** Pco

**Our Information**

**D-Line Constructors, Inc**
2744 East 11th Street
Oakland, CA 94601
**Phone:**(510)-251-6400

**Customer Information**

**Cahill / Focon Joint Venture**
425 California Street, Suite 2200
San Francisco, CA 94104

**Description of the Work**

We over excavated sidewalk and vertical curb/ valley gutter. Removed 8 inch's and placed 8 inch's of class 2 baserock rock

**Labor**

| Worker Name / Description | Date of Work | Quantity of Worker | ST | OT | DT | POT | PDT | Total |
|---|---|---|---|---|---|---|---|---|
| Operator - Foreman | 10/30/2025 | 1 | 8 | | | | | 8 |
| Operator | 10/30/2025 | 2 | 8 | | | | | 16 |
| Laborer | 10/30/2025 | 2 | 8 | | | | | 16 |
| | **Total Labor:** | **5** | **40** | **0** | **0** | **0** | **0** | **40** |

**Material**

| Material Name | Date of Work | Unit of Measure | Quantity of Unit | Total |
|---|---|---|---|---|
| Class 2 ab imported | 10/30/2025 | Loads | 2 | 2 |
| Dirt offhaul | 10/30/2025 | Loads | 5 | 5 |

**Equipment**

| Equipment Name | Date of Work | Pieces of Equipment | Unit of Measure | Quantity of Unit | Total |
|---|---|---|---|---|---|
| PICKUP/CREW TRUCK | 10/30/2025 | 1 | HR | 8 | 8 |
| COMPACTOR REVERSIBLE PLATE ( NERVOUS TURTLE | 10/30/2025 | 1 | HR | 8 | 8 |
| EXCAVATOR 290-330 | 10/30/2025 | 1 | HR | 8 | 8 |
| RUBBER TIRE SKIP LOADER 4WD | 10/30/2025 | 1 | HR | 8 | 8 |
| COMPACTOR JUMPING JACK / VIBRO PLATE | 10/30/2025 | 1 | HR | 8 | 8 |
| Super ten | 10/30/2025 | 2 | HR | 8 | 16 |

**Terms & Conditions**

Digitally Signed by:



Date Signed:

Oct 31, 2025 10:46 AM PDT

**Name:** Jorge Pinon
**Company:** D-Line Constructors, Inc

Digitally Signed by:

Date Signed:

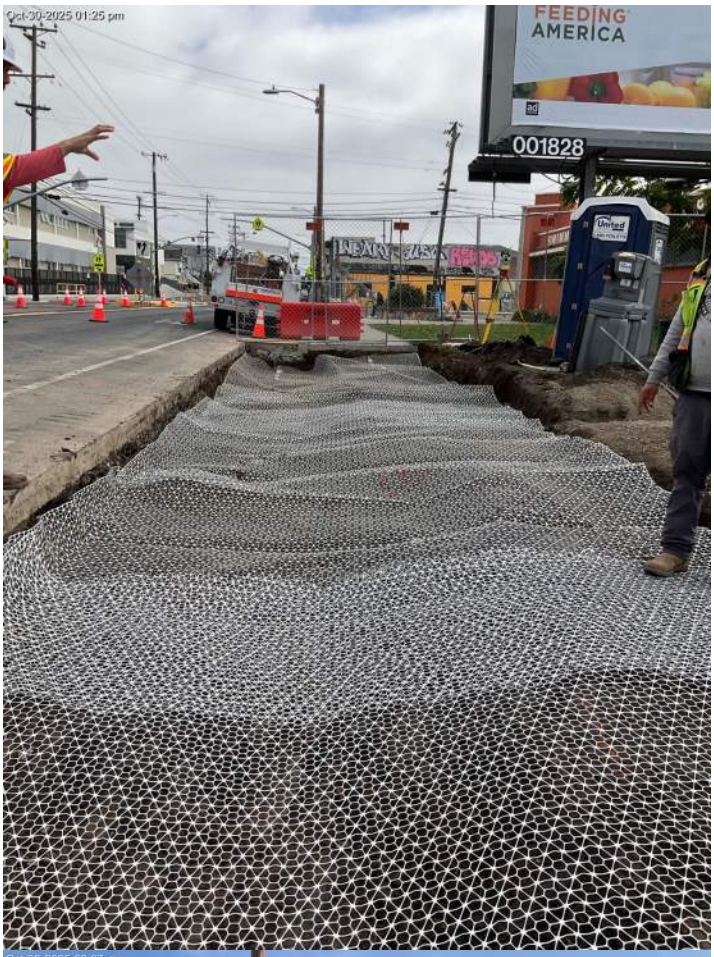
**Name:**
**Company:**


Oct-30-2025 11:36 am
BDS
CA 437155
41615


Oct-30-2025 02:38 pm
D-LINE
CAT


Oct-30-2025 02:40 pm


Oct-30-2025 01:43 pm
Cuando las personas se alimentan, sus futuros se nutren.
FEEDING AMERICA
001828


Oct-30-2025 01:25 pm
FEEDING
AMERICA
001828


Oct-30-2025 02:37 pm


Oct-30-2025 11:39 am
D-LINE


Oct-30-2025 10:47 am


Oct-30-2025 07:44 am
Cuando las personas se alimentan, sus futuros se nutren.
FEEDING AMERICA
001828
CAT


Oct-30-2025 07:42 am
001899
CAHILL
D LINE
RD3894

# TIME AND MATERIAL TAG
# EX04198

**Title:** Day two over excavation and placement of class 2 ab
**Project Name:** Fremont High School Modernization
**Project Address:** 4610 Foothill Boulevard
Oakland, CA 94601
**Date(s) of Work Performed:** 10/31/2025
**D-Line Constructors, Inc Job Number:** 2504
**Cost Code:** 9000.00.00
**Customer Job Number:**
**Customer Reference Number:** Pco

**Our Information**

**D-Line Constructors, Inc**
2744 East 11th Street
Oakland, CA 94601
**Phone:**(510)-251-6400

**Customer Information**

**Cahill / Focon Joint Venture**
425 California Street, Suite 2200
San Francisco, CA 94104

**Description of the Work**

Continued were we left off removing wet moist areas and placing class 2 ab to replace as well as placing geo grid then placing baserock on top

**Labor**

| Worker Name / Description | Date of Work | Quantity of Worker | ST | OT | DT | POT | PDT | Total |
|---|---|---|---|---|---|---|---|---|
| Operator - Foreman | 10/31/2025 | 1 | 4 | | | | | 4 |
| Operator | 10/31/2025 | 2 | 4 | | | | | 8 |
| Laborer | 10/31/2025 | 2 | 4 | | | | | 8 |
| | **Total Labor:** | **5** | **20** | **0** | **0** | **0** | **0** | **20** |

**Material**

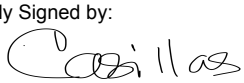
| Material Name | Date of Work | Unit of Measure | Quantity of Unit | Total |
|---|---|---|---|---|
| Class 2 ab | 10/31/2025 | Loads | 3 | 3 |

**Equipment**

| Equipment Name | Date of Work | Pieces of Equipment | Unit of Measure | Quantity of Unit | Total |
|---|---|---|---|---|---|
| PICKUP/CREW TRUCK | 10/31/2025 | 1 | HR | 4 | 4 |
| COMPACTOR REVERSIBLE PLATE ( NERVOUS TURTLE | 10/31/2025 | 1 | HR | 4 | 4 |
| COMPACTOR JUMPING JACK / VIBRO PLATE | 10/31/2025 | 1 | HR | 4 | 4 |
| EXCAVATOR 290-330 | 10/31/2025 | 1 | HR | 4 | 4 |
| COMPACTION 48” DOUBLE DRUM | 10/31/2025 | 1 | HR | 4 | 4 |
| RUBBER TIRE SKIP LOADER 4WD | 10/31/2025 | 1 | HR | 4 | 4 |
| WATER TRAILER 550 GALLON | 10/31/2025 | 1 | HR | 4 | 4 |

**Terms & Conditions**

Digitally Signed by:



Date Signed: Nov 7, 2025 10:18 AM PST

**Name:** Adrian Padilla
**Company:** D-Line Constructors, Inc

Digitally Signed by:

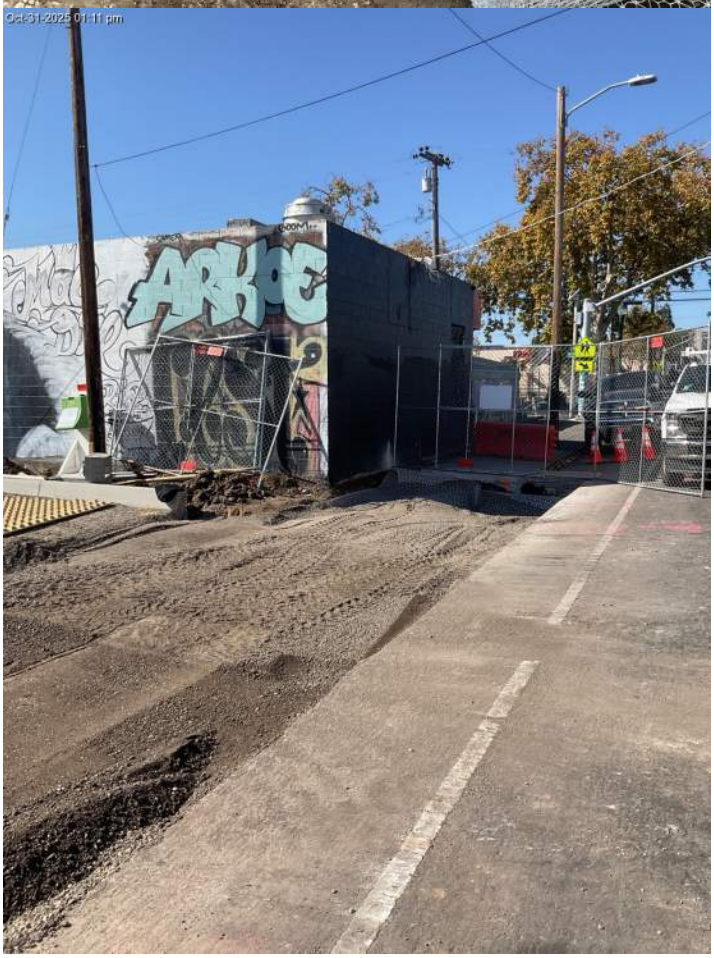
Date Signed:

**Name:**
**Company:**


Oct-31-2025 07:31 am
D LINE
CAT


Oct-31-2025 08:00 am
D-LINE

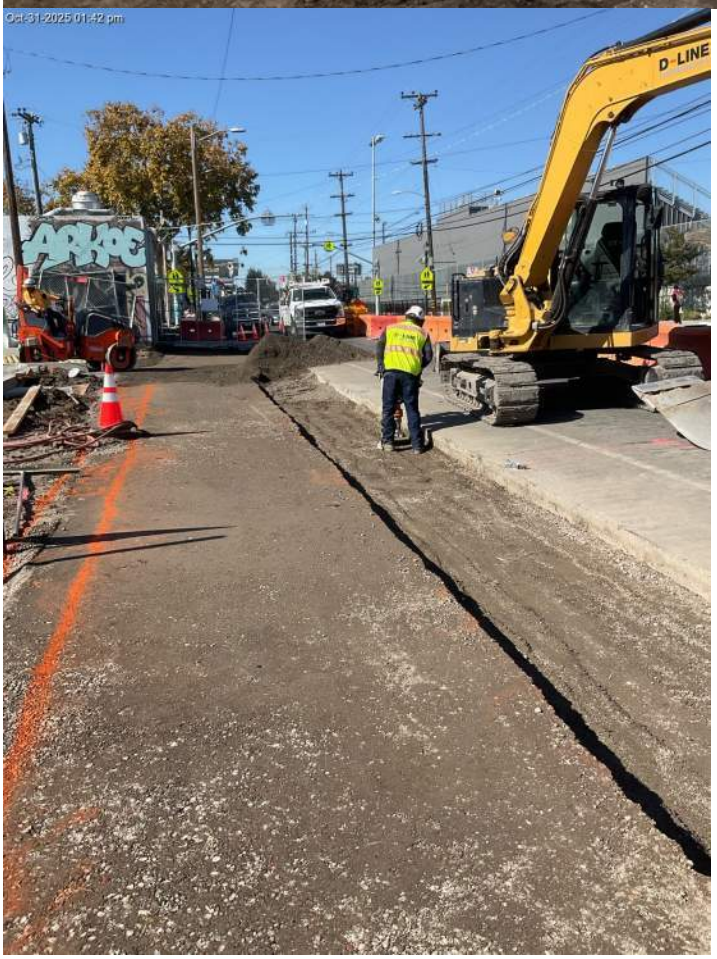

Oct-31-2025 08:22 am


Oct-31-2025 01:11 pm


Oct-31-2025 11:23 am


Oct-31-2025 01:06 pm
PAPE


Oct-31-2025 07:31 am
D LINE
CAT


Oct-31-2025 01:42 pm
D-LINE

**Basis of Estimate Report**

**Date:** 2/13/2026

**General Information:**

**Client:** OAKLAND UNIFIED SCHOOL DISTRICT
**Project:** 0583-01 / OUSD FREMONT - BLDG A MODERNIZATION & NEW PARKING LOT
**Description:** PCO #030 - CE #057 - PH1 Sidewalk Soil Compaction Issues

**Estimate Criteria:**

| | | | |
|---|---|---|---|
| **AACE Type:** | Class 2 | **Methodology:** | Labor & Equipment cost verification |
| **Design:** | 100% | | |
| **End Usage:** | Internal Estimate & Cost Comparison | **Prep Effort:** | n/a |

**Reference Documents:**

1. PCO #030 Revision 0 - CE #057 - PH1 Sidewalk Soil Compaction Issues

**Estimate Scope:**

PCO #030 - CE #057_PH1 Sidewalk Soil Compaction Issues -changes for over-excavate atSidewalk due to compaction issues per Atlas field report

**General Estimate Assumptions:**

1. Tax Rate 10.75%
2. Labor Fee is 35%
3. Material & Equipment Fee is 15 %
4. Sub Fee is 10%
5. GC Markups for OH&P
7.
8.

**Specific Estimate Assumptions:**

1. Work schedule = 5 days/week - Monday through Friday
2. Current Prevailing Wage Determinations
3. CADOT Labor Surcharge and Equipment Rental Rates 4/1/2025-3/31/2026
4.

**Questions/Negotiation:**

1. See estimate
2.
3.
4.

**Contractor's Estimate Comparison & Review**

PCO #030 - CE #057 - PH1 Sidewalk Soil Compaction Issues 2/13/2026

## Comparison Summary Sheet

| CM | | | Variance | | | CM EstimateProposal Review | |
|---|---|---|---|---|---|---|---|
| | | GC's Cost Proposal Detail | | | | Estimated Cost | Comments |
| | | | | | | | |
| | PCO #030 - CE #057 - PH1 Sidewalk Soil Compaction Issues | $25,614.12 | ($3,859.55) | | | $21,754.57 | The cost variance is due the equipment rental of Caltran's published rate. |
| | | | | | | | |
| | | | | | | | |
| | | $25,614.12 | | | | $21,754.57 | |

Est. Variance

**Per Atlas Field Report** — **GC Proposal**

**PCO #030 - CE #057 - PH1 Sidewalk Soil Compaction Issues**

| Sort | Item | Name | Count | Qty | Units | Rate | Amount | Variance |
|---|---|---|---|---|---|---|---|---|
| | | PCO #030 - CE #057 - PH1 Sidewalk Soil Compaction Issues | | | | | | |
| | 100 | Summary | | | | | | |
| A | 101 | **Labor** | | | | | 0.00 | $0.00 |
| A | 102 | Labor Total | | | | | 0.00 | |
| B | 103 | **Material** | | | | | 0.00 | $0.00 |
| B | 104 | Material Total | | | | | **0.00** | $0.00 |
| C | 105 | **Equipment** | | | HRS | | 0.00 | $0.00 |
| C | 106 | Equipment Total | | | | | **0.00** | $0.00 |
| D | 107 | Subcontracts | | | | | | $0.00 |
| D | 108 | **D-Line** | COR 13.2 Sta | 1.00 | LS | 23,662.00 | 23,662.00 | ($2,327.72) |
| D | 109 | **Subcontracts Total** | | | LS | | **23,662.00** | ($2,327.72) |
| E | 110 | **Subtotal Material, Labor, Equipment and Subcontracts** | | | | | **23,662.00** | ($2,327.72) |
| | 111 | **OH&P Markups = 0 on Net Deducts** | | | | | | $0.00 |
| E | 112 | Overhead & Profit on Self Perform Direct Labor | | | PCT | 0.00 | 0.00 | $0.00 |
| E | 113 | Overhead & Profit on Self Perform Direct Material | | | PCT | 0.00 | 0.00 | $0.00 |
| E | 114 | Overhead & Profit on Self Perform Direct Equipment | | | PCT | 0.00 | 0.00 | $0.00 |
| E | 115 | SUB Overhead & Profit on Lower Tier Sub | | | PCT | | 0.00 | $0.00 |
| E | 116 | **Subtotal** | | | | | **23,662.00** | ($2,327.72) |
| E | 117 | Final Adjustment | | | | | | $0.00 |
| E | 118 | Bond | | 0.62% | PCT | 23,662.00 | 146.70 | ($14.43) |
| E | 119 | Insurance | | 1.35% | PCT | 23,662.00 | 319.44 | ($31.42) |
| E | 120 | Builder Risk | | 1.40% | PCT | 23,662.00 | 331.27 | ($331.27) |
| E | 121 | SDI | | 0.50% | PCT | 23,662.00 | 118.31 | ($118.31) |
| E | 122 | Oakland GRT | | 0.38% | PCT | 23,662.00 | 89.92 | ($89.92) |
| E | 123 | Fee | | 4.00% | PCT | 23,662.00 | 946.48 | ($946.48) |
| E | 124 | | | | | | | |
| E | 125 | **Total** | | | | | **25,614.12** | ($3,859.55) |
| | 126 | **Grand Total** | | | | | **25,614.12** | ($3,859.55) |
| | 100 | Summary | | | | | | |
| A | 101 | **Labor** | | | | | | $0.00 |
| A | 102 | Tag EX04195 - Operator - Foreman | | 8.00 | HRS | 122.41 | 979.28 | $0.00 |
| A | 103 | Tag EX04195 - Operator | | 16.00 | HRS | 114.58 | 1,833.28 | $0.00 |
| A | 104 | Tag EX04195 - Laborer | | 16.00 | HRS | 80.76 | 1,292.16 | $0.00 |
| A | 105 | Tag EX04198 - Operator - Foreman | | 4.00 | HRS | 122.41 | 489.64 | $0.00 |
| A | 106 | Tag EX04198 - Operator | | 8.00 | HRS | 114.58 | 916.64 | $0.00 |
| A | 107 | Tag EX04198 - Laborer | | 8.00 | HRS | 80.76 | 646.08 | $0.00 |
| A | 108 | Labor Total | | | | | **6,157.08** | $0.00 |
| B | 109 | **Material** | | | | | | $0.00 |
| B | 110 | Tag EX04195 - Class 2 ab imported | | 2.00 | loads | 270.00 | 540.00 | $0.00 |
| B | 111 | Tag EX04195 - Dirt offhaul | | 5.00 | loads | 576.00 | 2,880.00 | $0.00 |
| B | 112 | Tag EX04198 - Class 2 ab | | 3.00 | loads | 810.00 | 2,430.00 | $0.00 |
| B | 113 | Tax | | 10.75% | PCT | | 628.88 | $0.00 |
| B | 114 | Material Total | | | | | **6,478.88** | $5,835.29 |
| C | 115 | Equipment | | | | | 0.00 | $0.00 |
| C | 116 | Tag EX04195 - Pickup/CrewTruck | | 8.00 | HRS | 38.00 | 304.00 | ($17.20) |
| C | 117 | Tag EX04195 - Compactor Reversible Plate ( Nervous Turtle) | | 8.00 | HRS | 38.00 | 304.00 | ($201.68) |
| C | 118 | Tag EX04195 - Excavator 290-330 | | 8.00 | HRS | 272.00 | 2,176.00 | ($256.32) |
| C | 119 | Tag EX04195 - Rubber Tire Skip Loader 4WD | | 8.00 | HRS | 89.00 | 712.00 | ($35.92) |
| C | 120 | Tag EX04195 - Compactor Jumping Jack / Vibro Plate | | 8.00 | HRS | 13.00 | 104.00 | ($61.12) |
| C | 121 | Tag EX04195 - Super ten | | 16.00 | HRS | 135.00 | 2,160.00 | $0.00 |
| C | 122 | Tag EX04198 - Pickup/CrewTruck | | 4.00 | HRS | 38.00 | 152.00 | ($8.60) |
| C | 123 | Tag EX04198 - Compactor Reversible Plate ( Nervous Turtle) | | 4.00 | HRS | 38.00 | 152.00 | $186.04 |
| C | 124 | Tag EX04198 - Compactor Jumping Jack / Vibro Plate | | 4.00 | HRS | 13.00 | 52.00 | ($30.56) |
| C | 125 | Tag EX04198 - Excavator 290-330 | | 4.00 | HRS | 272.00 | 1,088.00 | ($128.16) |
| C | 126 | Tag EX04198 - Compaction 48" Double Drum | | 4.00 | HRS | 73.00 | 292.00 | ($91.04) |
| C | 127 | Tag EX04198 - Rubber Tire Skip Loader 4WD | | 4.00 | HRS | 89.00 | 356.00 | ($17.96) |
| C | 128 | Tag EX04198 - Water Trailer 550 Gallon | | 4.00 | HRS | 14.00 | 56.00 | $0.00 |
| C | 129 | **Equipment Total** | | | | | **7,908.00** | ($7,908.00) |
| D | 130 | Subcontracts | | | | | 0.00 | $0.00 |
| D | 131 | **Subcontracts Total** | | | LS | | **0.00** | $0.00 |
| | | | | | | | | $0.00 |
| E | 132 | **Subtotal Material, Labor, Equipment and Subcontracts** | | | | | **20,543.96** | ($2,072.72) |
| | 133 | **OH&P Markups = 0 on Net Deducts** | | | | | | $0.00 |
| E | 134 | Overhead & Profit on Self Perform Direct Labor | | 10.00% | PCT | 6,157.08 | 615.71 | $0.00 |
| E | 135 | Overhead & Profit on Self Perform Direct Material | | 10.00% | PCT | 5,850.00 | 585.00 | $646.42 |
| E | 136 | Overhead & Profit on Self Perform Direct Equipment | | 10.00% | PCT | 7,908.00 | 790.80 | |
| E | 137 | JV GC Markup | | 5.00% | PCT | 22,535.46 | 1,126.77 | ($110.85) |
| E | 138 | **Subtotal** | | | | | **23,662.00** | ($2,327.72) |
| E | 139 | Final Adjustment | | | | | | $0.00 |
| E | 140 | Bond | | | PCT | | 0.00 | $0.00 |
| E | 141 | Insurance | | | PCT | | 0.00 | $0.00 |
| E | 142 | Builder Risk | | | PCT | | 0.00 | $0.00 |
| E | 143 | SDI | | | PCT | | 0.00 | $0.00 |
| E | 144 | Oakland GRT | | | PCT | | 0.00 | $0.00 |
| E | 145 | Fee | | | PCT | | 0.00 | $0.00 |
| E | 146 | | | | | | | |
| E | 147 | **Total** | | | | | **23,662.00** | ($2,327.72) |
| | 148 | **Grand Total** | | | | | **23,662.00** | ($2,327.72) |

**Per Atlas Field Report** — **CM Estimate Sheet**

**ADD/DEDUCT PRICING**

| Sort | Item | Name | Count | Qty | Units | Rate | Amount | |
|---|---|---|---|---|---|---|---|---|
| | | PCO #030 - CE #057 - PH1 Sidewalk Soil Compaction Issues | | | | | | |
| | 100 | Summary | | | | | | |
| A | 101 | **Labor** | | | | | 0.00 | |
| A | 102 | Labor Total | | | | | 0.00 | |
| | | | | | | | 0.00 | |
| B | 103 | **Material** | | | | | 0.00 | |
| B | 104 | Material Total | | | | | **0.00** | |
| C | 105 | **Equipment** | | | | | 0.00 | |
| C | 106 | Equipment Total | | | | | **0.00** | |
| D | 107 | Subcontracts | | | | | 0.00 | |
| D | 108 | **D-Line** | | 1.00 | LS | 21,334.28 | 21,334.28 | |
| D | 109 | **Subcontracts Total** | | | | | **21,334.28** | |
| E | 110 | **Subtotal Material, Labor, Equipment and Subcontracts** | | | | | **21,334.28** | |
| | 111 | **OH&P Markups = 0 on Net Deducts** | | | | | | |
| E | 112 | Overhead & Profit on Self Perform Direct Labor | | | PCT | | 0.00 | |
| E | 113 | Overhead & Profit on Self Perform Direct Material | | | PCT | | 0.00 | |
| E | 114 | Overhead & Profit on Self Perform Direct Equipment | | | PCT | | 0.00 | |
| E | 115 | SUB Overhead & Profit on Lower Tier Sub | | | PCT | | 0.00 | |
| E | 116 | **Subtotal** | | | | | **21,334.28** | |
| E | 117 | Final Adjustment | | | | | | |
| E | 118 | Bond | | 0.62% | PCT | 21,334.28 | 132.27 | |
| E | 119 | Insurance | | 1.35% | PCT | 21,334.28 | 288.01 | |
| E | 120 | Builder Risk | | 1.40% | PCT | 21,334.28 | 0.00 | |
| E | 121 | SDI | | 0.50% | PCT | 21,334.28 | 0.00 | |
| E | 122 | Oakland GRT | | 0.38% | PCT | 21,334.28 | 0.00 | |
| E | 123 | Fee | | 4.00% | PCT | 21,334.28 | 0.00 | |
| E | 124 | **Total** | | | | | **21,754.57** | |
| | 125 | **Grand Total** | | | | | **21,754.57** | |
| | 100 | Summary | | | | | | |
| A | 101 | **Labor** | | | | | 0.00 | |
| A | 102 | Tag EX04195 - Operator - Foreman | | 8.00 | HRS | 122.41 | 979.28 | T&M tag is not signed by Cahill/OUSD |
| A | 103 | Tag EX04195 - Operator | | 16.00 | HRS | 114.58 | 1,833.28 | T&M tag is not signed by Cahill/OUSD |
| A | 104 | Tag EX04195 - Laborer | | 16.00 | HRS | 80.76 | 1,292.16 | T&M tag is not signed by Cahill/OUSD |
| A | 105 | Tag EX04198 - Operator - Foreman | | 4.00 | HRS | 122.41 | 489.64 | T&M tag is not signed by Cahill/OUSD |
| A | 106 | Tag EX04198 - Operator | | 8.00 | HRS | 114.58 | 916.64 | T&M tag is not signed by Cahill/OUSD |
| A | 107 | Tag EX04198 - Laborer | | 8.00 | HRS | 80.76 | 646.08 | T&M tag is not signed by Cahill/OUSD |
| A | 108 | Labor Total | | | | | **6,157.08** | |
| B | 109 | **Material** | | | | | 0.00 | |
| B | 110 | Tag EX04195 - Class 2 ab imported | | 2.00 | loads | 270.00 | 540.00 | |
| B | 111 | Tag EX04195 - Dirt offhaul | | 5.00 | loads | 576.00 | 2,880.00 | |
| B | 112 | Tag EX04198 - Class 2 ab | | 3.00 | loads | 810.00 | 2,430.00 | |
| B | 113 | Tax | | 10.75% | PCT | 5,850.00 | 628.88 | |
| B | 114 | Material Total | | | | | **12,314.16** | |
| C | 115 | Equipment | | | | | 0.00 | |
| C | 116 | Tag EX04195 - Pickup/CrewTruck | | 8.00 | HRS | 35.85 | 286.80 | Caltrans Rental Rate $35.85/hr PDF 42/43 |
| C | 117 | Tag EX04195 - Compactor Reversible Plate ( Nervous Turtle) | | 8.00 | HRS | 12.79 | 102.32 | Caltrans Rental Rate $12.79/hr PDF 12/43; or Sunbelt |
| C | 118 | Tag EX04195 - Excavator 290-330 | | 8.00 | HRS | 239.96 | 1,919.68 | Cat 330DL Caltrans Rental Cost $239.96 |
| C | 119 | Tag EX04195 - Rubber Tire Skip Loader 4WD | | 8.00 | HRS | 84.51 | 676.08 | Caltrans Rental Rate for W-18B 1460 -$ 84.51/hr Psg 25/43 |
| C | 120 | Tag EX04195 - Compactor Jumping Jack / Vibro Plate | | 8.00 | HRS | 5.36 | 42.88 | Caltrans Rental Rate $5.36/hr PDF 12/43; or provide model number |
| C | 121 | Tag EX04195 - Super ten | | 16.00 | HRS | 135.00 | 2,160.00 | |
| C | 122 | Tag EX04198 - Pickup/CrewTruck | | 4.00 | HRS | 35.85 | 143.40 | Caltrans Rental Rate $35.85/hr PDF 42/43 |
| C | 123 | Tag EX04198 - Compactor Reversible Plate ( Nervous Turtle) | | 4.00 | HRS | 84.51 | 338.04 | Caltrans Rental Rate for W-18B 1460 -$ 84.51/hr Psg 25/43 |
| C | 124 | Tag EX04198 - Compactor Jumping Jack / Vibro Plate | | 4.00 | HRS | 5.36 | 21.44 | Caltrans Rental Rate $5.36/hr PDF 12/43; or provide model number |
| C | 125 | Tag EX04198 - Excavator 290-330 | | 4.00 | HRS | 239.96 | 959.84 | Cat 330DL Caltrans Rental Cost $239.96 |
| C | 126 | Tag EX04198 - Compaction 48" Double Drum | | 4.00 | HRS | 50.24 | 200.96 | Caltrans Rental Rate(10-14B): $50.24 |
| C | 127 | Tag EX04198 - Rubber Tire Skip Loader 4WD | | 4.00 | HRS | 84.51 | 338.04 | Caltrans Rental Rate for W-18B 1460 -$ 84.51/hr Psg 25/43 |
| C | 128 | Tag EX04198 - Water Trailer 550 Gallon | | 4.00 | HRS | 14.00 | 56.00 | |
| C | 129 | **Equipment Total** | | | | | **0.00** | |
| D | 130 | Subcontracts | | | | | 0.00 | |
| D | 131 | **Subcontracts Total** | | | | | **0.00** | |
| E | 132 | **Subtotal Material, Labor, Equipment and Subcontracts** | | | | | **18,471.24** | |
| | 133 | **OH&P Markups = 0 on Net Deducts** | | | | | | |
| E | 134 | Overhead & Profit on Self Perform Direct Labor | | 10.00% | PCT | 6,157.08 | 615.71 | |
| E | 135 | Overhead & Profit on Self Perform Direct Material | | 10.00% | PCT | 12,314.16 | 1,231.42 | |
| E | 136 | Overhead & Profit on Self Perform Direct Equipment | | 10.00% | PCT | 0.00 | 0.00 | |
| E | 137 | GC Markup | | 5.00% | PCT | 20,318.36 | 1,015.92 | |
| E | 138 | **Subtotal** | | | | | **21,334.28** | |
| E | 139 | Final Adjustment | | | | | | |
| E | 140 | Bond | | | PCT | 21,334.28 | 0.00 | |
| E | 141 | Insurance | | | PCT | 21,334.28 | 0.00 | |
| E | 142 | Builder Risk | | | PCT | 21,334.28 | 0.00 | |
| E | 143 | SDI | | | PCT | 0.00 | 0.00 | |
| E | 144 | Oakland GRT | | | PCT | 0.00 | 0.00 | |
| E | 145 | Fee | | | PCT | 0.00 | 0.00 | |
| E | 146 | | | | | | | |
| E | 147 | **Total** | | | | | **21,334.28** | |
| | 148 | **Grand Total** | | | | | **21,334.28** | |

PCO # 030

01/06/2026

OAKLAND UNIFIED SCHOOL DISTRICT
955 HIGH STREET
OAKLAND, California, 94601

**Re:** PCO #030 Revision 0 - CE #057 - PH1 Sidewalk Soil Compaction Issues
**Job:** 0583-01 **/** OUSD FREMONT - BLDG A MODERNIZATION & NEW PARKING LOT

Enclosed please find **Potential Change Order #030** in the amount of $25,614.12 for:

CE #057 - PH1 Sidewalk Soil Compaction Issues
This PCO includes costs to over excavate at the sidewalk along Foothill Blvd per Atlas Field Report # 21 dated 10/29/25.

| PCO Item | Description | | Cost |
|---|---|---|---|
| 1 | D-Line COR 013.2, Tags EX04195 & 04198 - Over-excavate at Sidewalk due to compaction issues per Atlas field report | | $23,662.00 |
| | | Subtotal | $23,662.00 |
| | | Insurance (1.35%): | $319.44 |
| | | Builders Risk (1.40%): | $331.27 |
| | | SDI (0.50%): | $118.31 |
| | | Bond (0.62%): | $146.70 |
| | | Oakland GRT (0.38%): | $89.92 |
| | | Fee (4.00%): | $946.48 |
| | | Total: | $25,614.12 |

This pricing is valid for 30 days. This PCO includes a schedule extension of 0 days. We reserve the right to a contract time extension should the work contained in this PCO impact the overall project schedule.

Please sign below to approve and return to our office. Upon your signature, we will execute the appropriate subcontract adjustments and include this in a forthcoming Prime Contract Change Order to cover this added scope. If at any time contingency funds are used to pay for additional work, Cahill reserves the right to request a change order at a later date if it becomes apparent that contingency funds are needed elsewhere. Please call if you have any questions.

**Very truly yours,**
Cahill Contractors LLC



Megan McDevitt 01/06/2026

**Accepted by:**
OAKLAND UNIFIED SCHOOL DISTRICT

Date

Form ID 042 Rev.0

# Engineer's Field Report

| | | |
|---|---|---|
| | | Project # 91-66359-PWA |
| Project Name: Fremont High School | Client or Owner: OUSD | Page No 1 of 4 |
| Project Location: 4610 Foothill Blvd, Oakland | Station or Grid Location: N/A - Field | Daily Field Report Seq. No. |
| General Contractor: Cahill | Grading Contractor: Azul & Baldry Drilling | Date: 10/29/25 Day: Wednesday |
| Type of Work: Construction Observation | Grading Contractor's Superintendent or Foreman: Polat Shamyradov, Enrique Silva | Project Engineer: Jesus Guevara |
| Source and Description of Material: N/A | Weather Conditions: Clear, mild | Supervisor: Nick Anastasio |
| Site Hours of Operation: Start Time 7:45 AM Finish Time 3:15 PM | Key Persons Contracted (Civil Engr., Architect, Developer, etc): IOR - Ken Decarlo, Superintendent - Diego Baron | |
| Description of Site Conditions and Procedures: Pier/soldier pile construction for shoring. | | |

Notes and/or Recommendations

The Azul and Baldry Drilling crew began drill operations after my arrival at 7:45 AM to observe drilling operations for ongoing soldier pile construction.

The crew re-drilled and re-set steel reinforcement (beams and cages) in pile P30 to relocate it slightly, before continuing with piles P11, P8, and P5 in that order. The piles were drilled with a minimum diameter of 30 inches, to respective depths of 31.5 ft, 22.75 ft, 22 ft, and 22 ft below ground surface (BGS). P2 was started towards the end of the day and was only drilled about 2 ft BGS, so will be completed tomorrow to start the work day.

All piles except P2 were drilled out to meet the minimum respective drill depths and diameters, had reinforcement steel set directly after being drilled, and were free of standing water and debris at the bottom before I left the site at 3:15 PM.

While observing drilling operations, I was asked to inspect sidewalk and driveway subgrade conditions at the Foothill Blvd parking lot. Upon visual and physical inspection with a T-handle probe, the subgrade was found to be unstable down to a depth of about 1 to 2 feet (depending on the location) at intermittent locations adjacent to and beneath AB placed and compacted along the sidewalk, curb and gutter, and driveway areas. The instability was likely due to high moisture content in the subgrade soils beneath the AB.

Atlas recommends that the subgrade be over-excavated down to competent soil in each location, as determined by an Atlas representative, and backfilled with non-expansive, engineered fill per the geotechnical report for the project. If competent soil isn't reached by a depth of 2 feet, the contractor can opt to place geogrid (such as Tensar InterAx NX-650) at the bottom of the over-excavation before backfilling.

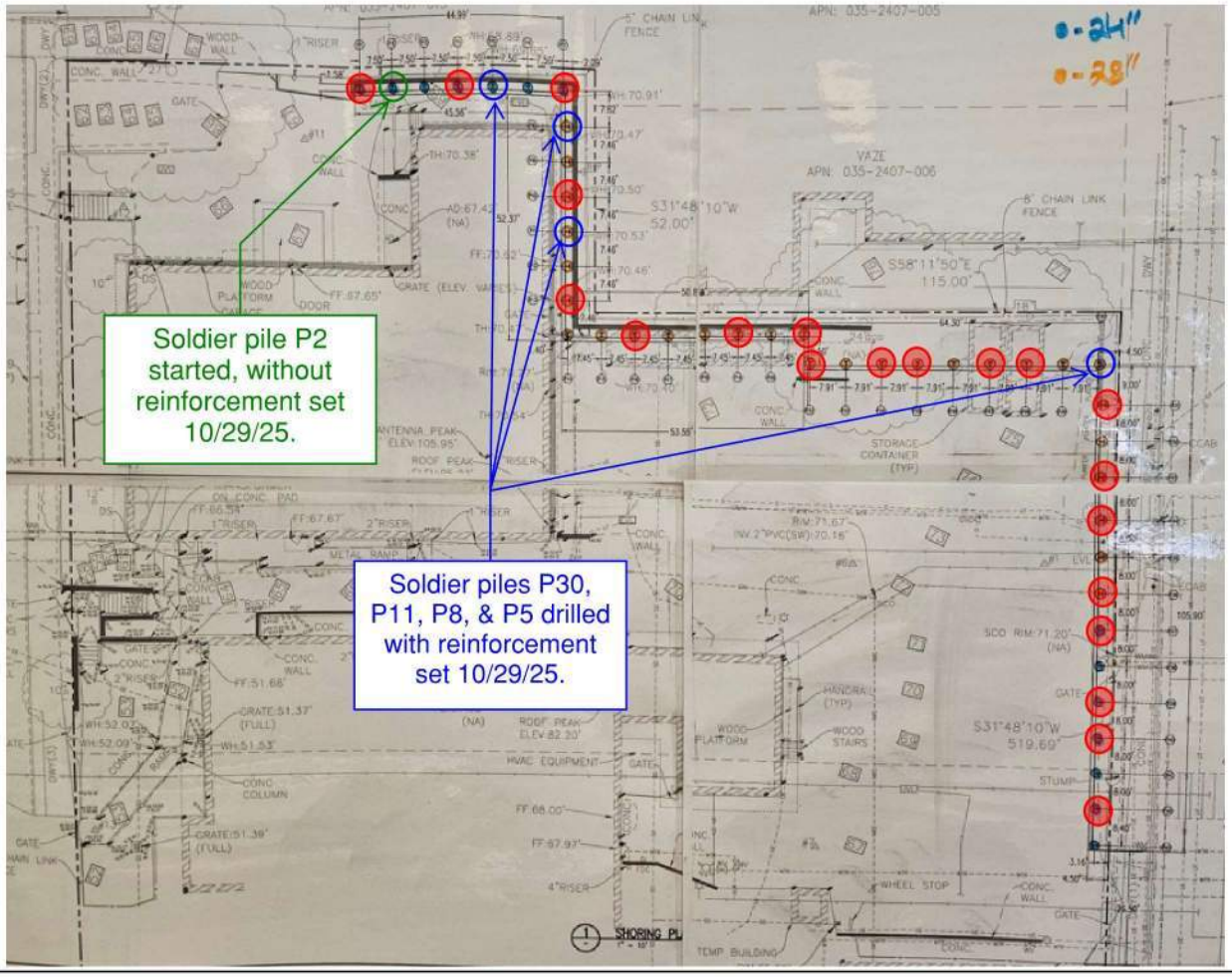
Signature: [signature] Date: 10/29/25

Copies To: Print Name: Jesus Guevara

# Site Map

Form ID 100B Rev.0

| | | | |
|---|---|---|---|
| Project Name | Fremont High School | DSA File # | |
| Atlas Project # | 91-66359-PWA | DSA Appl # | |
| Project Location | 4610 Foothill Blvd, Oakland, CA 94601 | LEA # | |
| Contractor | Cahill and Azul | OSHPD # | |
| Date | 10/29/25 | IR # 21 | Permit/Appl # |




The map above shows piles drilled out during today's drill operations in blue, as well as piles completed in red, and P2 started in green.

CC: Project Architect
Structural Engineer
Project Inspector
DSA Regional Office
School District

Signature of Special Inspector

Date 10/29/25

Print Name/Title Jesus Guevara

Certification #:

# Photograph Supplemental

Form ID 100B Rev.0

| | | | |
|---|---|---|---|
| Project Name | Fremont High School | DSA File # | |
| Atlas Project # | 91-66359-PWA | DSA Appl # | |
| Project Location | 4610 Foothill Blvd, Oakland, CA 94601 | LEA # | |
| Contractor | Cahill and Azul | OSHPD # | |
| Date | 10/29/25 | IR # 21 | Permit/Appl # |







Photos above show drill operations for the day.

CC: Project Architect
Structural Engineer
Project Inspector
DSA Regional Office
School District

Signature of Special Inspector

Date 10/29/25

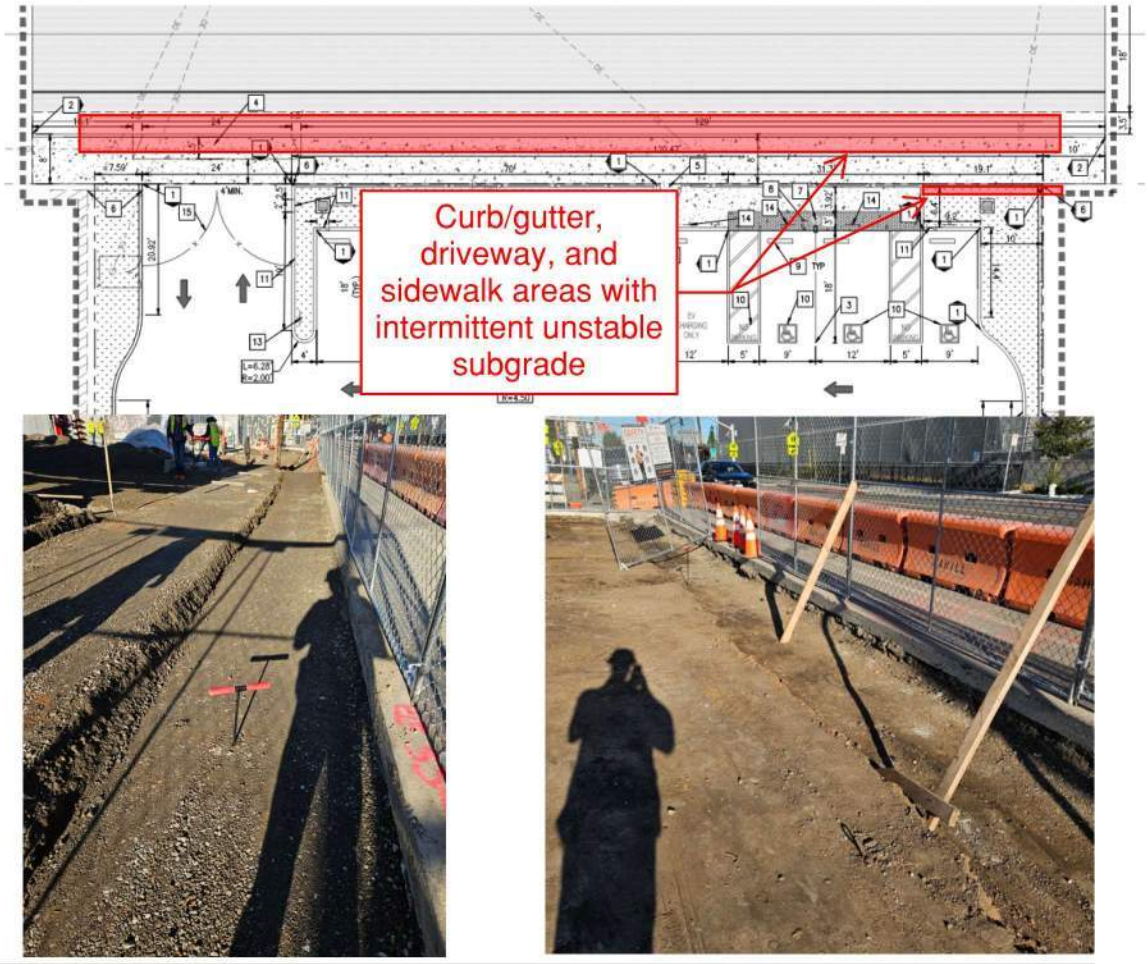
Print Name/Title Jesus Guevara

Certification #:

# Site Map & Photos

Form ID 100B Rev.0

| | | | |
|---|---|---|---|
| Project Name | Fremont High School | DSA File # | |
| Atlas Project # | 91-66359-PWA | DSA Appl # | |
| Project Location | 4610 Foothill Blvd, Oakland, CA 94601 | LEA # | |
| Contractor | Cahill and Azul | OSHPD # | |
| Date | 10/29/25 | IR # 21 | Permit/Appl # |




Above is a map showing the location of sideway, driveway, and curb/gutter subgrade issues at the lower parking lot, along with supporting photos.

CC: Project Architect
Structural Engineer
Project Inspector
DSA Regional Office
School District

Signature of Special Inspector

Date 10/29/25

Print Name/Title Jesus Guevara

Certification #:

# CHANGE ORDER REQUEST

# 13.2

**Title:** Stand by 10/29/25 and removal of baserock from sidewalk and vertical curb/ valley gutter
**Project Name:** Fremont High School Modernization
**Project Address:** 4610 Foothill Boulevard
Oakland, CA 94601
**COR Date:** 01/06/2026
**T&M Tag Numbers:** EX04193, EX04195, EX04198
**D-Line Constructors, Inc Job Number:** 2504
**Customer Job Number:**
**Customer Reference Number:** PCO

**Our Information**

**D-Line Constructors, Inc**
2744 East 11th Street
Oakland, CA 94601
**Phone:** (510)-251-6400

**Customer Information**

**Cahill / Focon Joint Venture**
425 California Street, Suite 2200
San Francisco, CA 94104

**Description of Change Order Request**

**T&M Tag EX04193:**Rock was not approved because of the condition of the material we were told to stop by the IOR inspector from the school. The dirt from existing subgrade had a high content of moisture and it was failing in various areas.
Note: T&M Tag EX04193 was sent to Cahill as a separate COR 015. Labor, materials, equipment were removed from this COR.

**T&M Tag EX04195:**
We over excavated sidewalk and vertical curb/ valley gutter per IOR direction. Removed 8 inch's of Class II and placed 8 inch's of class 2 base rock.

**T&M Tag EX04198:**
Continued were we left off removing FAILED areas and placing class 2 AB to replace as well as placing geo- grid then placing base rock on top per soils engineer request.

**Labor**

| Description | Qty (HR) | Unit (HR) | Rate (HR) | Total Cost |
|---|---|---|---|---|
| Tag EX04195 - Operator - Foreman | 8.00 | ST | $122.41 | $979.28 |
| Tag EX04195 - Operator | 16.00 | ST | $114.58 | $1,833.28 |
| Tag EX04195 - Laborer | 16.00 | ST | $80.76 | $1,292.16 |
| Tag EX04198 - Operator - Foreman | 4.00 | ST | $122.41 | $489.64 |
| Tag EX04198 - Operator | 8.00 | ST | $114.58 | $916.64 |
| Tag EX04198 - Laborer | 8.00 | ST | $80.76 | $646.08 |
| **Hours Subtotals: ST:** 60.00 | | | **Total Labor:** | **$6,157.08** |

**Material**

| Description | Qty of Material | Unit of Measure | Rate | Total Cost |
|---|---|---|---|---|
| Tag EX04195 - Class 2 ab imported | 2.00 | Loads | $270.00 | $540.00 |
| Tag EX04195 - Dirt offhaul | 5.00 | Loads | $576.00 | $2,880.00 |
| Tag EX04198 - Class 2 ab | 3.00 | Loads | $810.00 | $2,430.00 |
| | | | **Total Material:** | **$5,850.00** |



POWERED BY CLEARSTORY

**Equipment**

| Description | Qty of Equipment | Unit of Measure | Rate | Total Cost |
|---|---|---|---|---|
| Tag EX04195 - PICKUP/CREW TRUCK | 8.00 | HR | $38.00 | $304.00 |
| Tag EX04195 - COMPACTOR REVERSIBLE PLATE ( NERVOUS TURTLE | 8.00 | HR | $38.00 | $304.00 |
| Tag EX04195 - EXCAVATOR 290-330 | 8.00 | HR | $272.00 | $2,176.00 |
| Tag EX04195 - RUBBER TIRE SKIP LOADER 4WD | 8.00 | HR | $89.00 | $712.00 |
| Tag EX04195 - COMPACTOR JUMPING JACK / VIBRO PLATE | 8.00 | HR | $13.00 | $104.00 |
| Tag EX04195 - Super ten | 16.00 | HR | $135.00 | $2,160.00 |
| Tag EX04198 - PICKUP/CREW TRUCK | 4.00 | HR | $38.00 | $152.00 |
| Tag EX04198 - COMPACTOR REVERSIBLE PLATE ( NERVOUS TURTLE | 4.00 | HR | $38.00 | $152.00 |
| Tag EX04198 - COMPACTOR JUMPING JACK / VIBRO PLATE | 4.00 | HR | $13.00 | $52.00 |
| Tag EX04198 - EXCAVATOR 290-330 | 4.00 | HR | $272.00 | $1,088.00 |
| Tag EX04198 - COMPACTION 48” DOUBLE DRUM | 4.00 | HR | $73.00 | $292.00 |
| Tag EX04198 - RUBBER TIRE SKIP LOADER 4WD | 4.00 | HR | $89.00 | $356.00 |
| Tag EX04198 - WATER TRAILER 550 GALLON | 4.00 | HR | $14.00 | $56.00 |
| | | | **Total Equipment:** | **$7,908.00** |

| | | |
|---|---|---|
| **Subtotal** | | **$19,915.08** |
| Tax Rate (Materials) | 10.750% | $628.88 |
| Mark Up Rate (Subtotal) | 10.000% | $1,991.51 |
| **Requested Total** | | **$22,535.47** |

with FOCON 5% = $23,662

**Terms & Conditions**



POWERED BY CLEARSTORY

# TIME AND MATERIAL TAG
# EX04195

**Title:** Over excavation and placement of 8in class 2 baserock
**Project Name:** Fremont High School Modernization
**Project Address:** 4610 Foothill Boulevard
Oakland, CA 94601
**Date(s) of Work Performed:** 10/30/2025
**D-Line Constructors, Inc Job Number:** 2504
**Cost Code:** 9000.00.00
**Customer Job Number:**
**Customer Reference Number:** Pco

**Our Information**

**D-Line Constructors, Inc**
2744 East 11th Street
Oakland, CA 94601
**Phone:**(510)-251-6400

**Customer Information**

**Cahill / Focon Joint Venture**
425 California Street, Suite 2200
San Francisco, CA 94104

**Description of the Work**

We over excavated sidewalk and vertical curb/ valley gutter. Removed 8 inch's and placed 8 inch's of class 2 baserock rock

**Labor**

| Worker Name / Description | Date of Work | Quantity of Worker | ST | OT | DT | POT | PDT | Total |
|---|---|---|---|---|---|---|---|---|
| Operator - Foreman | 10/30/2025 | 1 | 8 | | | | | 8 |
| Operator | 10/30/2025 | 2 | 8 | | | | | 16 |
| Laborer | 10/30/2025 | 2 | 8 | | | | | 16 |
| | **Total Labor:** | **5** | **40** | **0** | **0** | **0** | **0** | **40** |

**Material**

| Material Name | Date of Work | Unit of Measure | Quantity of Unit | Total |
|---|---|---|---|---|
| Class 2 ab imported | 10/30/2025 | Loads | 2 | 2 |
| Dirt offhaul | 10/30/2025 | Loads | 5 | 5 |

**Equipment**

| Equipment Name | Date of Work | Pieces of Equipment | Unit of Measure | Quantity of Unit | Total |
|---|---|---|---|---|---|
| PICKUP/CREW TRUCK | 10/30/2025 | 1 | HR | 8 | 8 |
| COMPACTOR REVERSIBLE PLATE ( NERVOUS TURTLE | 10/30/2025 | 1 | HR | 8 | 8 |
| EXCAVATOR 290-330 | 10/30/2025 | 1 | HR | 8 | 8 |
| RUBBER TIRE SKIP LOADER 4WD | 10/30/2025 | 1 | HR | 8 | 8 |
| COMPACTOR JUMPING JACK / VIBRO PLATE | 10/30/2025 | 1 | HR | 8 | 8 |
| Super ten | 10/30/2025 | 2 | HR | 8 | 16 |

**Terms & Conditions**

Digitally Signed by:



Date Signed:

Oct 31, 2025 10:46 AM PDT

**Name:** Jorge Pinon
**Company:** D-Line Constructors, Inc

Digitally Signed by:

Date Signed:

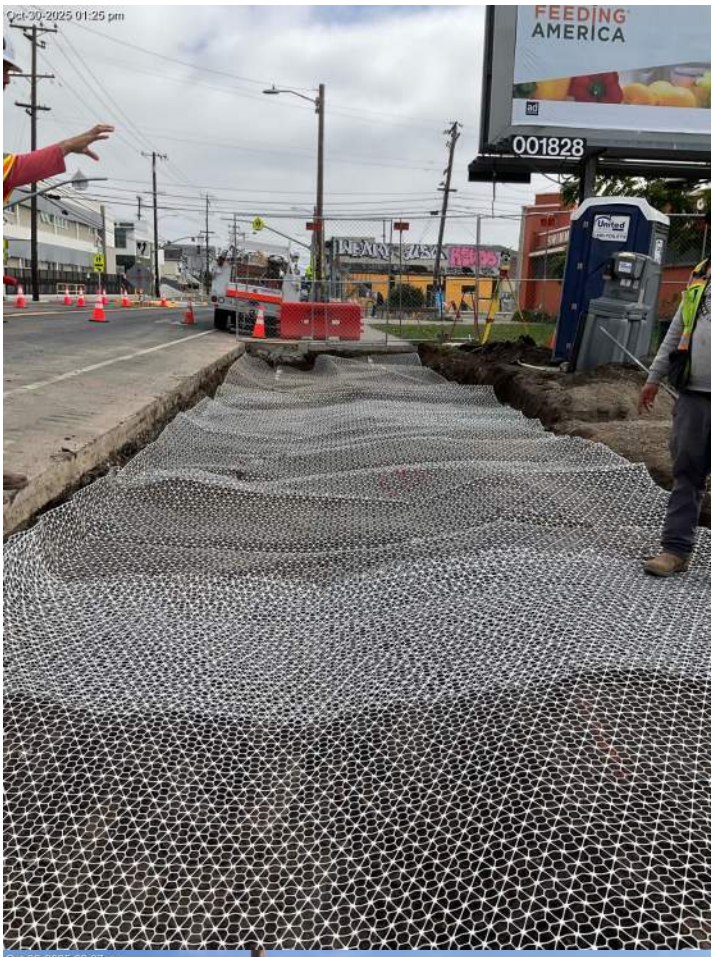
**Name:**
**Company:**


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BDS
CA 437155
41615


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D-LINE
CAT


Oct-30-2025 02:40 pm


Oct-30-2025 01:43 pm
Cuando las personas se alimentan, sus futuros se nutren.
FEEDING AMERICA
001828


Oct-30-2025 01:25 pm
FEEDING AMERICA
001828


Oct-30-2025 02:37 pm


Oct-30-2025 11:39 am
D-LINE


Oct-30-2025 10:47 am


Oct-30-2025 07:44 am
Cuando las personas se alimentan, sus futuros se nutren.
FEEDING AMERICA
001828
CAT


Oct-30-2025 07:42 am
001899
CAHILL
D LINE
RD3894

# TIME AND MATERIAL TAG
# EX04198

**Title:** Day two over excavation and placement of class 2 ab
**Project Name:** Fremont High School Modernization
**Project Address:** 4610 Foothill Boulevard
Oakland, CA 94601
**Date(s) of Work Performed:** 10/31/2025
**D-Line Constructors, Inc Job Number:** 2504
**Cost Code:** 9000.00.00
**Customer Job Number:**
**Customer Reference Number:** Pco

**Our Information**

**D-Line Constructors, Inc**
2744 East 11th Street
Oakland, CA 94601
**Phone:**(510)-251-6400

**Customer Information**

**Cahill / Focon Joint Venture**
425 California Street, Suite 2200
San Francisco, CA 94104

**Description of the Work**

Continued were we left off removing wet moist areas and placing class 2 ab to replace as well as placing geo grid then placing baserock on top

**Labor**

| Worker Name / Description | Date of Work | Quantity of Worker | ST | OT | DT | POT | PDT | Total |
|---|---|---|---|---|---|---|---|---|
| Operator - Foreman | 10/31/2025 | 1 | 4 | | | | | 4 |
| Operator | 10/31/2025 | 2 | 4 | | | | | 8 |
| Laborer | 10/31/2025 | 2 | 4 | | | | | 8 |
| | **Total Labor:** | **5** | **20** | **0** | **0** | **0** | **0** | **20** |

**Material**

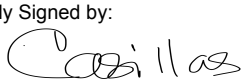
| Material Name | Date of Work | Unit of Measure | Quantity of Unit | Total |
|---|---|---|---|---|
| Class 2 ab | 10/31/2025 | Loads | 3 | 3 |

**Equipment**

| Equipment Name | Date of Work | Pieces of Equipment | Unit of Measure | Quantity of Unit | Total |
|---|---|---|---|---|---|
| PICKUP/CREW TRUCK | 10/31/2025 | 1 | HR | 4 | 4 |
| COMPACTOR REVERSIBLE PLATE ( NERVOUS TURTLE | 10/31/2025 | 1 | HR | 4 | 4 |
| COMPACTOR JUMPING JACK / VIBRO PLATE | 10/31/2025 | 1 | HR | 4 | 4 |
| EXCAVATOR 290-330 | 10/31/2025 | 1 | HR | 4 | 4 |
| COMPACTION 48” DOUBLE DRUM | 10/31/2025 | 1 | HR | 4 | 4 |
| RUBBER TIRE SKIP LOADER 4WD | 10/31/2025 | 1 | HR | 4 | 4 |
| WATER TRAILER 550 GALLON | 10/31/2025 | 1 | HR | 4 | 4 |

**Terms & Conditions**

Digitally Signed by:



Date Signed: Nov 7, 2025 10:18 AM PST

**Name:** Adrian Padilla
**Company:** D-Line Constructors, Inc

Digitally Signed by:

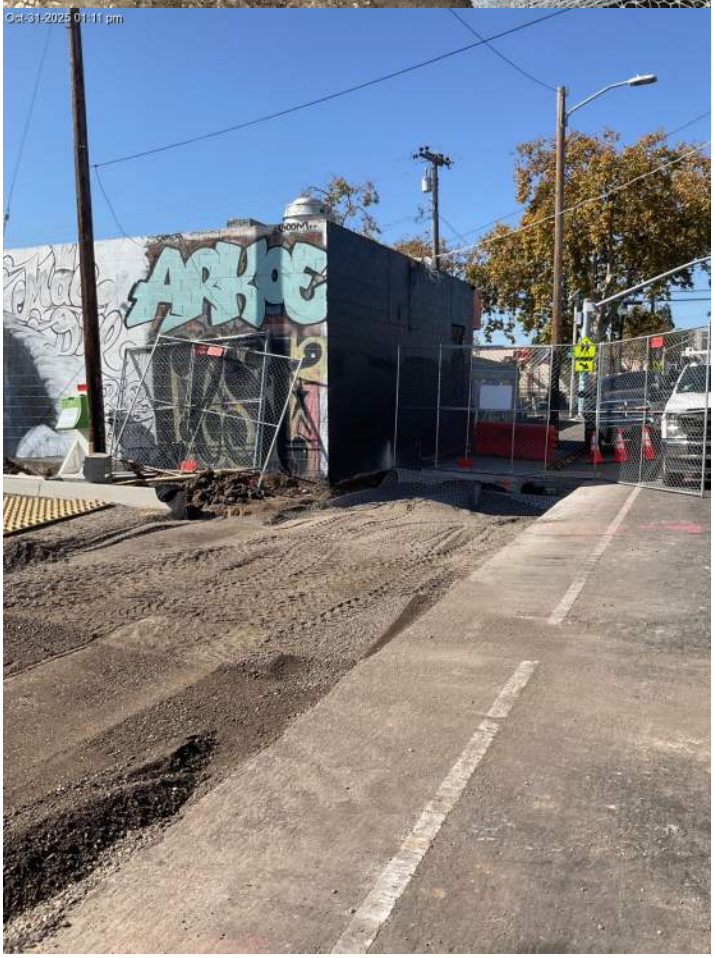
Date Signed:

**Name:**
**Company:**


Oct-31-2025 07:31 am
D LINE
CAT


Oct-31-2025 03:00 am
D-LINE

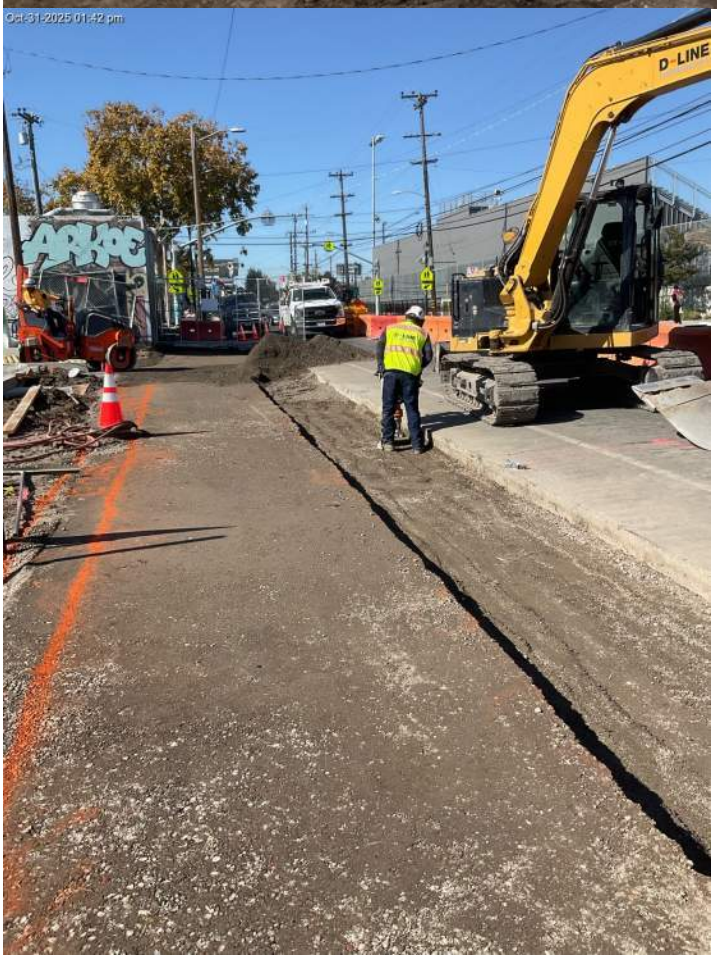

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Oct-31-2025 11:23 am


Oct-31-2025 01:06 pm
PAPE


Oct-31-2025 07:31 am
D LINE
CAT


Oct-31-2025 01:42 pm
D-LINE

**Basis of Estimate Report**

**Date:** 2/13/2026

**General Information:**

**Client:** OAKLAND UNIFIED SCHOOL DISTRICT
**Project:** 0583-01 / OUSD FREMONT - BLDG A MODERNIZATION & NEW PARKING LOT
**Description:** PCO #030 - CE #057 - PH1 Sidewalk Soil Compaction Issues

**Estimate Criteria:**

| | | | |
|---|---|---|---|
| **AACE Type:** | Class 2 | **Methodology:** | Labor & Equipment cost verification |
| **Design:** | 100% | | |
| **End Usage:** | Internal Estimate & Cost Comparison | **Prep Effort:** | n/a |

**Reference Documents:**

1. PCO #030 Revision 0 - CE #057 - PH1 Sidewalk Soil Compaction Issues

**Estimate Scope:**

PCO #030 - CE #057_PH1 Sidewalk Soil Compaction Issues -changes for over-excavate atSidewalk due to compaction issues per Atlas field report

**General Estimate Assumptions:**

1. Tax Rate 10.75%
2. Labor Fee is 35%
3. Material & Equipment Fee is 15 %
4. Sub Fee is 10%
5. GC Markups for OH&P
7.
8.

**Specific Estimate Assumptions:**

1. Work schedule = 5 days/week - Monday through Friday
2. Current Prevailing Wage Determinations
3. CADOT Labor Surcharge and Equipment Rental Rates 4/1/2025-3/31/2026
4.

**Questions/Negotiation:**

1. See estimate
2.
3.
4.

**Contractor's Estimate Comparison & Review**

PCO #030 - CE #057 - PH1 Sidewalk Soil Compaction Issues 2/13/2026

## Comparison Summary Sheet

| CM | | | Variance | | | CM EstimateProposal Review | |
|---|---|---|---|---|---|---|---|
| | | GC's Cost Proposal Detail | | | | Estimated Cost | Comments |
| | | | | | | | |
| | PCO #030 - CE #057 - PH1 Sidewalk Soil Compaction Issues | $25,614.12 | ($3,859.55) | | | $21,754.57 | The cost variance is due the equipment rental of Caltran's published rate. |
| | | | | | | | |
| | | | | | | | |
| | | $25,614.12 | | | | $21,754.57 | |

Est. Variance

**Per Atlas Field Report** — **GC Proposal**

**PCO #030 - CE #057 - PH1 Sidewalk Soil Compaction Issues**

| Sort | Item | Name | Count | Qty | Units | Rate | Amount | Variance |
|---|---|---|---|---|---|---|---|---|
| | | PCO #030 - CE #057 - PH1 Sidewalk Soil Compaction Issues | | | | | | |
| | 100 | Summary | | | | | | |
| A | 101 | **Labor** | | | | | 0.00 | $0.00 |
| A | 102 | Labor Total | | | | | 0.00 | |
| B | 103 | **Material** | | | | | 0.00 | $0.00 |
| B | 104 | Material Total | | | | | **0.00** | $0.00 |
| C | 105 | **Equipment** | | | HRS | | 0.00 | $0.00 |
| C | 106 | Equipment Total | | | | | **0.00** | $0.00 |
| D | 107 | Subcontracts | | | | | | $0.00 |
| D | 108 | **D-Line** | COR 13.2 Sta | 1.00 | LS | 23,662.00 | 23,662.00 | ($2,327.72) |
| D | 109 | **Subcontracts Total** | | | LS | | **23,662.00** | ($2,327.72) |
| E | 110 | **Subtotal Material, Labor, Equipment and Subcontracts** | | | | | **23,662.00** | ($2,327.72) |
| | 111 | **OH&P Markups = 0 on Net Deducts** | | | | | | $0.00 |
| E | 112 | Overhead & Profit on Self Perform Direct Labor | | | PCT | 0.00 | 0.00 | $0.00 |
| E | 113 | Overhead & Profit on Self Perform Direct Material | | | PCT | 0.00 | 0.00 | $0.00 |
| E | 114 | Overhead & Profit on Self Perform Direct Equipment | | | PCT | 0.00 | 0.00 | $0.00 |
| E | 115 | SUB Overhead & Profit on Lower Tier Sub | | | PCT | | 0.00 | $0.00 |
| E | 116 | **Subtotal** | | | | | **23,662.00** | ($2,327.72) |
| E | 117 | Final Adjustment | | | | | | $0.00 |
| E | 118 | Bond | | 0.62% | PCT | 23,662.00 | 146.70 | ($14.43) |
| E | 119 | Insurance | | 1.35% | PCT | 23,662.00 | 319.44 | ($31.42) |
| E | 120 | Builder Risk | | 1.40% | PCT | 23,662.00 | 331.27 | ($331.27) |
| E | 121 | SDI | | 0.50% | PCT | 23,662.00 | 118.31 | ($118.31) |
| E | 122 | Oakland GRT | | 0.38% | PCT | 23,662.00 | 89.92 | ($89.92) |
| E | 123 | Fee | | 4.00% | PCT | 23,662.00 | 946.48 | ($946.48) |
| E | 124 | | | | | | | |
| E | 125 | **Total** | | | | | **25,614.12** | ($3,859.55) |
| | 126 | **Grand Total** | | | | | **25,614.12** | ($3,859.55) |
| | 100 | Summary | | | | | | |
| A | 101 | **Labor** | | | | | | $0.00 |
| A | 102 | Tag EX04195 - Operator - Foreman | | 8.00 | HRS | 122.41 | 979.28 | $0.00 |
| A | 103 | Tag EX04195 - Operator | | 16.00 | HRS | 114.58 | 1,833.28 | $0.00 |
| A | 104 | Tag EX04195 - Laborer | | 16.00 | HRS | 80.76 | 1,292.16 | $0.00 |
| A | 105 | Tag EX04198 - Operator - Foreman | | 4.00 | HRS | 122.41 | 489.64 | $0.00 |
| A | 106 | Tag EX04198 - Operator | | 8.00 | HRS | 114.58 | 916.64 | $0.00 |
| A | 107 | Tag EX04198 - Laborer | | 8.00 | HRS | 80.76 | 646.08 | $0.00 |
| A | 108 | Labor Total | | | | | **6,157.08** | $0.00 |
| B | 109 | **Material** | | | | | | $0.00 |
| B | 110 | Tag EX04195 - Class 2 ab imported | | 2.00 | loads | 270.00 | 540.00 | $0.00 |
| B | 111 | Tag EX04195 - Dirt offhaul | | 5.00 | loads | 576.00 | 2,880.00 | $0.00 |
| B | 112 | Tag EX04198 - Class 2 ab | | 3.00 | loads | 810.00 | 2,430.00 | $0.00 |
| B | 113 | Tax | | 10.75% | PCT | | 628.88 | $0.00 |
| B | 114 | Material Total | | | | | **6,478.88** | $5,835.29 |
| C | 115 | Equipment | | | | | 0.00 | $0.00 |
| C | 116 | Tag EX04195 - Pickup/CrewTruck | | 8.00 | HRS | 38.00 | 304.00 | ($17.20) |
| C | 117 | Tag EX04195 - Compactor Reversible Plate ( Nervous Turtle) | | 8.00 | HRS | 38.00 | 304.00 | ($201.68) |
| C | 118 | Tag EX04195 - Excavator 290-330 | | 8.00 | HRS | 272.00 | 2,176.00 | ($256.32) |
| C | 119 | Tag EX04195 - Rubber Tire Skip Loader 4WD | | 8.00 | HRS | 89.00 | 712.00 | ($35.92) |
| C | 120 | Tag EX04195 - Compactor Jumping Jack / Vibro Plate | | 8.00 | HRS | 13.00 | 104.00 | ($61.12) |
| C | 121 | Tag EX04195 - Super ten | | 16.00 | HRS | 135.00 | 2,160.00 | $0.00 |
| C | 122 | Tag EX04198 - Pickup/CrewTruck | | 4.00 | HRS | 38.00 | 152.00 | ($8.60) |
| C | 123 | Tag EX04198 - Compactor Reversible Plate ( Nervous Turtle) | | 4.00 | HRS | 38.00 | 152.00 | $186.04 |
| C | 124 | Tag EX04198 - Compactor Jumping Jack / Vibro Plate | | 4.00 | HRS | 13.00 | 52.00 | ($30.56) |
| C | 125 | Tag EX04198 - Excavator 290-330 | | 4.00 | HRS | 272.00 | 1,088.00 | ($128.16) |
| C | 126 | Tag EX04198 - Compaction 48" Double Drum | | 4.00 | HRS | 73.00 | 292.00 | ($91.04) |
| C | 127 | Tag EX04198 - Rubber Tire Skip Loader 4WD | | 4.00 | HRS | 89.00 | 356.00 | ($17.96) |
| C | 128 | Tag EX04198 - Water Trailer 550 Gallon | | 4.00 | HRS | 14.00 | 56.00 | $0.00 |
| C | 129 | **Equipment Total** | | | | | **7,908.00** | ($7,908.00) |
| D | 130 | Subcontracts | | | | | 0.00 | $0.00 |
| D | 131 | **Subcontracts Total** | | | LS | | **0.00** | $0.00 |
| | | | | | | | | $0.00 |
| E | 132 | **Subtotal Material, Labor, Equipment and Subcontracts** | | | | | **20,543.96** | ($2,072.72) |
| | 133 | **OH&P Markups = 0 on Net Deducts** | | | | | | $0.00 |
| E | 134 | Overhead & Profit on Self Perform Direct Labor | | 10.00% | PCT | 6,157.08 | 615.71 | $0.00 |
| E | 135 | Overhead & Profit on Self Perform Direct Material | | 10.00% | PCT | 5,850.00 | 585.00 | $646.42 |
| E | 136 | Overhead & Profit on Self Perform Direct Equipment | | 10.00% | PCT | 7,908.00 | 790.80 | |
| E | 137 | JV GC Markup | | 5.00% | PCT | 22,535.46 | 1,126.77 | ($110.85) |
| E | 138 | **Subtotal** | | | | | **23,662.00** | ($2,327.72) |
| E | 139 | Final Adjustment | | | | | | $0.00 |
| E | 140 | Bond | | | PCT | | 0.00 | $0.00 |
| E | 141 | Insurance | | | PCT | | 0.00 | $0.00 |
| E | 142 | Builder Risk | | | PCT | | 0.00 | $0.00 |
| E | 143 | SDI | | | PCT | | 0.00 | $0.00 |
| E | 144 | Oakland GRT | | | PCT | | 0.00 | $0.00 |
| E | 145 | Fee | | | PCT | | 0.00 | $0.00 |
| E | 146 | | | | | | | |
| E | 147 | **Total** | | | | | **23,662.00** | ($2,327.72) |
| | 148 | **Grand Total** | | | | | **23,662.00** | ($2,327.72) |

**Per Atlas Field Report** — **CM Estimate Sheet**

**ADD/DEDUCT PRICING**

| Sort | Item | Name | Count | Qty | Units | Rate | Amount | |
|---|---|---|---|---|---|---|---|---|
| | | PCO #030 - CE #057 - PH1 Sidewalk Soil Compaction Issues | | | | | | |
| | 100 | Summary | | | | | | |
| A | 101 | **Labor** | | | | | 0.00 | |
| A | 102 | Labor Total | | | | | 0.00 | |
| | | | | | | | 0.00 | |
| B | 103 | **Material** | | | | | 0.00 | |
| B | 104 | Material Total | | | | | **0.00** | |
| C | 105 | **Equipment** | | | | | 0.00 | |
| C | 106 | Equipment Total | | | | | **0.00** | |
| D | 107 | Subcontracts | | | | | 0.00 | |
| D | 108 | **D-Line** | | 1.00 | LS | 21,334.28 | 21,334.28 | |
| D | 109 | **Subcontracts Total** | | | | | **21,334.28** | |
| E | 110 | **Subtotal Material, Labor, Equipment and Subcontracts** | | | | | **21,334.28** | |
| | 111 | **OH&P Markups = 0 on Net Deducts** | | | | | | |
| E | 112 | Overhead & Profit on Self Perform Direct Labor | | | PCT | | 0.00 | |
| E | 113 | Overhead & Profit on Self Perform Direct Material | | | PCT | | 0.00 | |
| E | 114 | Overhead & Profit on Self Perform Direct Equipment | | | PCT | | 0.00 | |
| E | 115 | SUB Overhead & Profit on Lower Tier Sub | | | PCT | | 0.00 | |
| E | 116 | **Subtotal** | | | | | **21,334.28** | |
| E | 117 | Final Adjustment | | | | | | |
| E | 118 | Bond | | 0.62% | PCT | 21,334.28 | 132.27 | |
| E | 119 | Insurance | | 1.35% | PCT | 21,334.28 | 288.01 | |
| E | 120 | Builder Risk | | 1.40% | PCT | 21,334.28 | 0.00 | |
| E | 121 | SDI | | 0.50% | PCT | 21,334.28 | 0.00 | |
| E | 122 | Oakland GRT | | 0.38% | PCT | 21,334.28 | 0.00 | |
| E | 123 | Fee | | 4.00% | PCT | 21,334.28 | 0.00 | |
| E | 124 | **Total** | | | | | **21,754.57** | |
| | 125 | **Grand Total** | | | | | **21,754.57** | |
| | 100 | Summary | | | | | | |
| A | 101 | **Labor** | | | | | 0.00 | |
| A | 102 | Tag EX04195 - Operator - Foreman | | 8.00 | HRS | 122.41 | 979.28 | T&M tag is not signed by Cahill/OUSD |
| A | 103 | Tag EX04195 - Operator | | 16.00 | HRS | 114.58 | 1,833.28 | T&M tag is not signed by Cahill/OUSD |
| A | 104 | Tag EX04195 - Laborer | | 16.00 | HRS | 80.76 | 1,292.16 | T&M tag is not signed by Cahill/OUSD |
| A | 105 | Tag EX04198 - Operator - Foreman | | 4.00 | HRS | 122.41 | 489.64 | T&M tag is not signed by Cahill/OUSD |
| A | 106 | Tag EX04198 - Operator | | 8.00 | HRS | 114.58 | 916.64 | T&M tag is not signed by Cahill/OUSD |
| A | 107 | Tag EX04198 - Laborer | | 8.00 | HRS | 80.76 | 646.08 | T&M tag is not signed by Cahill/OUSD |
| A | 108 | Labor Total | | | | | **6,157.08** | |
| B | 109 | **Material** | | | | | 0.00 | |
| B | 110 | Tag EX04195 - Class 2 ab imported | | 2.00 | loads | 270.00 | 540.00 | |
| B | 111 | Tag EX04195 - Dirt offhaul | | 5.00 | loads | 576.00 | 2,880.00 | |
| B | 112 | Tag EX04198 - Class 2 ab | | 3.00 | loads | 810.00 | 2,430.00 | |
| B | 113 | Tax | | 10.75% | PCT | 5,850.00 | 628.88 | |
| B | 114 | Material Total | | | | | **12,314.16** | |
| C | 115 | Equipment | | | | | 0.00 | |
| C | 116 | Tag EX04195 - Pickup/CrewTruck | | 8.00 | HRS | 35.85 | 286.80 | Caltrans Rental Rate $35.85/hr PDF 42/43 |
| C | 117 | Tag EX04195 - Compactor Reversible Plate ( Nervous Turtle) | | 8.00 | HRS | 12.79 | 102.32 | Caltrans Rental Rate $12.79/hr PDF 12/43; or Sunbelt |
| C | 118 | Tag EX04195 - Excavator 290-330 | | 8.00 | HRS | 239.96 | 1,919.68 | Cat 330DL Caltrans Rental Cost $239.96 |
| C | 119 | Tag EX04195 - Rubber Tire Skip Loader 4WD | | 8.00 | HRS | 84.51 | 676.08 | Caltrans Rental Rate for W-18B 1460 -$ 84.51/hr Psg 25/43 |
| C | 120 | Tag EX04195 - Compactor Jumping Jack / Vibro Plate | | 8.00 | HRS | 5.36 | 42.88 | Caltrans Rental Rate $5.36/hr PDF 12/43; or provide model number |
| C | 121 | Tag EX04195 - Super ten | | 16.00 | HRS | 135.00 | 2,160.00 | |
| C | 122 | Tag EX04198 - Pickup/CrewTruck | | 4.00 | HRS | 35.85 | 143.40 | Caltrans Rental Rate $35.85/hr PDF 42/43 |
| C | 123 | Tag EX04198 - Compactor Reversible Plate ( Nervous Turtle) | | 4.00 | HRS | 84.51 | 338.04 | Caltrans Rental Rate for W-18B 1460 -$ 84.51/hr Psg 25/43 |
| C | 124 | Tag EX04198 - Compactor Jumping Jack / Vibro Plate | | 4.00 | HRS | 5.36 | 21.44 | Caltrans Rental Rate $5.36/hr PDF 12/43; or provide model number |
| C | 125 | Tag EX04198 - Excavator 290-330 | | 4.00 | HRS | 239.96 | 959.84 | Cat 330DL Caltrans Rental Cost $239.96 |
| C | 126 | Tag EX04198 - Compaction 48" Double Drum | | 4.00 | HRS | 50.24 | 200.96 | Caltrans Rental Rate(10-14B): $50.24 |
| C | 127 | Tag EX04198 - Rubber Tire Skip Loader 4WD | | 4.00 | HRS | 84.51 | 338.04 | Caltrans Rental Rate for W-18B 1460 -$ 84.51/hr Psg 25/43 |
| C | 128 | Tag EX04198 - Water Trailer 550 Gallon | | 4.00 | HRS | 14.00 | 56.00 | |
| C | 129 | **Equipment Total** | | | | | **0.00** | |
| D | 130 | Subcontracts | | | | | 0.00 | |
| D | 131 | **Subcontracts Total** | | | | | **0.00** | |
| E | 132 | **Subtotal Material, Labor, Equipment and Subcontracts** | | | | | **18,471.24** | |
| | 133 | **OH&P Markups = 0 on Net Deducts** | | | | | | |
| E | 134 | Overhead & Profit on Self Perform Direct Labor | | 10.00% | PCT | 6,157.08 | 615.71 | |
| E | 135 | Overhead & Profit on Self Perform Direct Material | | 10.00% | PCT | 12,314.16 | 1,231.42 | |
| E | 136 | Overhead & Profit on Self Perform Direct Equipment | | 10.00% | PCT | 0.00 | 0.00 | |
| E | 137 | GC Markup | | 5.00% | PCT | 20,318.36 | 1,015.92 | |
| E | 138 | **Subtotal** | | | | | **21,334.28** | |
| E | 139 | Final Adjustment | | | | | | |
| E | 140 | Bond | | | PCT | 21,334.28 | 0.00 | |
| E | 141 | Insurance | | | PCT | 21,334.28 | 0.00 | |
| E | 142 | Builder Risk | | | PCT | 21,334.28 | 0.00 | |
| E | 143 | SDI | | | PCT | 0.00 | 0.00 | |
| E | 144 | Oakland GRT | | | PCT | 0.00 | 0.00 | |
| E | 145 | Fee | | | PCT | 0.00 | 0.00 | |
| E | 146 | | | | | | | |
| E | 147 | **Total** | | | | | **21,334.28** | |
| | 148 | **Grand Total** | | | | | **21,334.28** | |

# CHANGE ORDER REQUEST (Proposed Change Order)

## No. 4

**PROJECT:** Fremont Modernization Project
Fremont High School

**OWNER:** OAKLAND UNIFIED SCHOOL DISTRICT
**CONTRACTOR: CAHILL CONTRACTORS, LLC**
**1111 Broadway, Suite 1340**
**Oakland, CA 94607**

**DATE**: MARCH 26, 2026

**DSA FILE NO.**: 1-H8
**DSA APP NO.: 01-121860**
**OUSD PROJECT #: 22156**
**PROJECT MANAGER: JaQuan Cornish**

Contractor hereby submits this Change Order Request ("COR") pursuant to the contract documents.

DESCRIPTION OF PROPOSED CHANGES IN WORK (specifically refer to attached pages or incorporated documents): **PCO 4 (Cahill PCO 31) Phase II: RFI 17 Added Grout Behind Lagging.** Per DSA approved drawings and RFI 17, gaps behind lagging of soldier pile walls to be filled with grout.

OTHER PROPOSED CHANGES TO THE CONTRACT:
_____
_____

PROPOSED ADJUSTMENT TO CONTRACT PRICE: $19,442.78
- If Contractor requests payment from an allowance, please indicate which allowance: _____

PROPOSED ADJUSTMENT TO CONTRACT TIME: 0 calendar days

REASON FOR REQUEST (check one or more):
____ Unforeseen Conditions
_X__ Direction by Government Agency
____ Owner Requested
____ Design Omission
____ Design Error
____ Other: _____

* * * * * * * * * * *

**CERTIFICATION**

I, Megan McDevitt *[name of declarant]*, declare the following:

**Cahill Contractors, LLC** has contracted with **Oakland Unified School District** for the **22156 Fremont Modernization** Contract ("Contract"). **Cahill Contractors, LLC** authorized me to prepare the attached Change Order Request ("COR") or Allowance Expenditure Request ("AER") for money and/or time extension for **Oakland**

**Unified School District** regarding this Contract (such COR or AER being dated **March 26, 2026**, and entitled **PCO 4 (Cahill PCO 31) Phase II: RFI 17 Added Grout Behind Lagging**, and requesting $**19,442.78** and/or **0** additional days), and I prepared the attached COR or AER. I am the most knowledgeable person at **Cahill Contractors, LLC** regarding this COR or AER.

The attached COR or AER complies with all laws applicable to submission of a COR or AER, including but not limited to California Penal Code section 72, Government Code sections 12650 et seq. (False Claims Act), and Business and Professions Code sections 17200 et seq. (Unfair Business Practices Act). I am aware that submission or certification of false claims, or other claims that violate law or the Contract, may lead to fines, imprisonment, and/or other serious legal consequences for myself or **Cahill Contractors, LLC**.

The attached COR or AER does not breach the Contract, is not a false claim, does not violate any applicable law, satisfies all provisions of the Contract applicable to submission of the COR or AER, only contains truthful and accurate supporting data, and only requests money and/or time extensions that accurately reflect the adjustments to money and time for which I believe that **Oakland Unified School District** is responsible under its Contract with **Cahill Contractors, LLC.**

While preparing this declaration and COR or AER, I consulted with others (including attorneys, consultants, or others who work for **Cahill Contractors, LLC** when necessary to ensure that the statements were true and correct.

Contractor understands and agrees that any COR or AER submitted without this certification does not meet the terms of the Contract Documents; that Owner, or Owner's representatives, may reject the COR or AER on that basis; and that unless Contractor properly and timely files the COR or AER with the certification, Contractor cannot further pursue the COR or AER in any forum and all rights to additional money or time for the issues covered by the COR or AER are waived due to a condition precedent not having been satisfied.

I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed March 26, 2026, at Oakland, California.



_____ *[signature]*
Megan McDevitt 03/26/2026 *[name of declarant]*

319-661/7106498.1

# FREMONT MODERNIZATION

Oakland Unified School District
Job # 22156

# PCO LOG

3/26/2026 2:56 PM

| PCO # | GC PCO # | Description | Cont'r /Sub | Date Received | Proposed Amount | Approved Amount | Date Finalized | Reason Code | Status |
|---|---|---|---|---|---|---|---|---|---|
| 1 | 7 | Phase II: DSA Approved Plan Set Part 2 - Piers & GCs | Cahill / Azul | 09/09/25 | $629,992.00 | $557,442.47 | 11/12/2025 | Agency | Approved |
| 2 | 10 | Phase I: Soil Compaction Issues at Parking Lot | D-Line | 09/25/25 | $182,658.88 | $153,249.53 | 3/24/2026 | Unforeseen | for Approval |
| 3 | 30 | Phase I: Sidewalk Soil Compaction Issues | D-Line | 01/06/26 | $25,614.12 | $24,427.69 | | Unforeseen | for Approval |
| 4 | 31 | Phase II: Added Grout Behind Lagging | Azul | 01/14/26 | $19,442.78 | $19,442.78 | | Agency | for Approval |
| | 37 | Phase II: RFI 59-59.2 Conflicts with Bioretention Wall Elevations at Driveway | BCI / D-Line | 01/27/26 | $14,515.25 | | | Omissions | in review |
| | 38 | Phase I: Permits for Sidewalk Work | City of Oakland | 02/10/26 | $8,486.59 | | | Agency | in review |
| | 40 | Phase I: RFI 94 Add Section of Curb Under Fence | BCI | 02/10/26 | $7,352.34 | | | Owner | in review |
| | 41 | Phase II: RFI 96 Embed Conflict with Footing Rebar | BCI | 02/10/26 | $6,076.08 | | | Error | in review |
| | 42 | Phase II: RFI 91 Over-Ex & Added Slurry at Footings due to Wet Soil Conditions | BCI / D-Line | 02/10/26 | $5,495.86 | | | Unforeseen | in review |
| | 55 | Phase II: CCD-011A Fire Alarm Changes, Modular Pathway to FACP | Cahill / Tulum | 03/11/26 | $118,415.63 | | | Agency | in review |
| | 57 | Phase II: RFI 40 & CCD-008B Exterior Lighting Changes | Cahill / Tulum | 03/16/26 | $18,271.85 | | | Owner | in review |
| | 58 | Phase II: Dry-Rot Repairs at Auditorium Bldg Entrance | Cahill / Various | 03/23/26 | $304,171.68 | | | Unforeseen | in review |
| | | | | | | | | | |
| | | | | | | | | | |

| | |
|---|---|
| Preconstruction Contract Price: | $200,000.00 |
| Total Contract Price: | $10,922,885.00 |
| Total Proposed: | $1,340,493.06 |
| Total Approved: | $754,562.47 |
| Total Contract with Approved Changes: | $11,677,447.47 |
| CO Percentage of Base Contract: | 6.91% |

Notes: *Sent to Consultants: C=Civil/ S=Struct./M=Mech./E=Elec./ L=Lands./D=District/SC=SchooF=Fire/R=Roofing **Email is standard. F = Faxed ***Remarks: UC - Unforeseen Condition / DRC - District Requested Change / AC - Agency Change

**OAKLAND UNIFIED SCHOOL DISTRICT**
**FREMONT HIGH SCHOOL -BUILDING A MODERNIZATION & NEW PARKING LOT**
**PROJ # 22156**

**PCO#031 REV 0** **CE#077 - PH2 RFI 017 ADDED GROUT AT LAGGING**

**To:** **JQ CORNISH - CM**
**From:** **Emil Vinuya, PE /Chief Cost Estimator**
**Date:** **24-Mar-26**

**General Comments:**

**1 GENERAL CONTRACTOR: CAHILL**

No work performed by General Contractor.

**2 FIRST TIER SUBCONTRACTOR - AZUL WORKS**

Cost proposed by Sub appears reasonable. Labor based on Tags. Material prices based on Invoices provided.

| | | |
|---|---|---|
| **3** | **GENERAL CONTRACTOR's COST PROPOSAL** | **$ 19,442.78** |

| | |
|---|---|
| **ESTIMATED CONSTRUCTION COST OF PCO#031 REV0** | **$ 19,442.78** |

Project Name: **OAKLAND UNIFIED SCHOOL DISTRICT** **Project Number:** 22156
**FREMONT HIGH SCHOOL -BUILDING A MODERNIZATION & NEW B** **Date:** 24-Mar-26
**Oakland, CA**

**Decription :** **PCO#031 REV 0**

**CE#077 - PH2 RFI 017 ADDED GROUT AT LAGGING**

**Reference Drawing:** **CE#077 dated 01/14/2026**
**GEN. CONTRACTOR:** **CAHILL**

| | Total Base | Total Fringes | B) Total Material | C) Total Rental Equipment Cost | Total Labor Burden | TOTAL |
|---|---|---|---|---|---|---|
| | **FIRST TIER SUBCONTRACTOR - Costs** | | | | | |
| 1 | SHEET 1 of 2 | Summary | | | | |
| 2 | SHEET 2 of 2 | $ - | $ - | $ - | | $ - |
| 3 | | | | | | |
| 4 | | | | | | |
| 5 | | | | | | |
| 6 | Totals | $ - | + $ - | + $ - | + $ - | = $ - |
| 7 | | | | | | |
| 8 | | **Expenses:** | | | | |
| 9 | | Material Sales Tax..... | | 10.25% ..... | of Total Material: | Incl. |
| 10 | | Rental Sales Tax..... | | 10.25% ..... | of Total Rental: | Incl. |
| 11 | | | | | **Subtotal - Line 7 thru 11:** | **$ -** |
| 12 | | | | | | |
| 13 | | | General Contractor OH&P: | 0.00% ..... | Total | $ - |
| 14 | | | | | | |
| 15 | | | | | **Subtotal - Line 12 thru 18:** | **$ -** |
| 16 | | | | | | |
| 17 | | | | | **Subcontracor Cost - AZUL WORKS** | **$ 17,961.00** |
| 18 | | | | | | |
| 19 | | | | | **TOTAL SUBCONTRACTOR'S COST** | **$ 17,961.00** |
| 20 | | | | | | |
| 21 | | | | | Insurance 1.35% | $ 242.47 |
| 22 | | | | | Builder's Risk 1.40% | $ 251.45 |
| 23 | | | | | SDI 0.50% | $ 89.81 |
| 24 | | | | | Bond 0.62% | $ 111.36 |
| 25 | | | | | Oakland GRT 0.38% | $ 68.25 |
| 26 | | | | | Fee 4.00% | $ 718.44 |
| 27 | | | | | **TOTAL PROBABLE CONSTRUCTION COST FOR CAHILL** | **$ 19,442.78** |

Project Name: **OAKLAND UNIFIED SCHOOL DISTRICT** **Project Number:** 22156
**FREMONT HIGH SCHOOL -BUILDING A MODERNIZATION & NEW B** **Date:** 24-Mar-26
**Oakland, CA**

**Decription :** **PCO#031 REV 0**

**CE#077 - PH2 RFI 017 ADDED GROUT AT LAGGING**

**Reference Drawing:** **CE#077 dated 01/14/2026**
**SUBCONTRACTOR:** **AZUL WORKS**

| | Total Base FIRST TIER SUBCONTRACTOR - TU | B) Total Material Costs | C) Total Rental Equipment Cost | | TOTAL |
|---|---|---|---|---|---|
| 1 | SHEET 1 of 2 | | | | |
| 2 | SHEET 2 of 2 | | | | |
| 3 | $ 5,459.38 | $ 10,259.78 | $ 609.00 | | $ 16,328.16 |
| 4 | | | | | |
| 5 | | | | | |
| 6 | Totals $ 5,459.38 | + $ 10,259.78 | + $ 609.00 | = | $ 16,328.16 |
| 7 | | | | | |
| 8 | **Expenses:** | | | | |
| 9 | Material Sales Tax …… | 10.25% ……. of Total Material: | | | Incl. |
| 10 | Rental Sales Tax…… | 10.25% ……. of Total Rental: | | | Incl. |
| 11 | | | | | |
| 12 | | **Subtotal - Line 7 thru 14:** | | **$** | **16,328.16** |
| 13 | | | | | |
| 14 | | **NET ADD** | | **$** | **16,328.16** |
| 15 | Subcontractor's OH&P: | 10.00% …….of Total Labor | | $ | 1,632.82 |
| 16 | | | | | |
| 17 | | **Subtotal - Line 15 thru 19:** | | **$** | **17,960.98** |
| 18 | | | | | |
| 19 | | **Subcontracor Cost - None** | | **$** | **-** |
| 20 | | | | | |
| 21 | Subcontractor's Mark-ups on Subcontractors: | 15.00% of Total Sub: | | $ | - |
| 22 | | | | | |
| 23 | | **Subtotal - Line 20 thru 23:** | | **$** | **17,960.98** |
| 24 | | | | | |
| 25 | Misc Expenses: Travel, Lodging, Food, Rental, etc…… | | | $ | - |
| 26 | General Contractor's Bond& Ins.: | 0.00% ……. ……of Line 27: | | $ | - |
| 27 | | | | | |
| 28 | | **TOTAL PROBABLE CONSTRUCTION COST - AZUL** | | **$** | **17,960.98** |

## FREMONT HIGH SCHOOL -BUILDING A MODERNIZATION & NEW PARKING LOT

Date: 3/24/2026

| No. | PCO#031 REV 0 | No. of Units | Per | M.H. Per Unit | LABOR COST M. H. Total | Cost Per M. H. | Total Cost | MATERIAL COST Unit Cost | Total Cost | EQUIPMENT COST Unit Cost | Total Cost |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **Subcontractor :** | **AZUL WORKS** | | | | | | | | | | |
| **Project Description:** | **CE#077 - PH2 RFI 017 ADDED GROUT AT LAGGING** | | | | | | | | | | |
| 1 | **SCOPE OF WORK:** | | | | | | | | | | |
| 2 | Added Grout Be | | | | | | | | | | |
| 3 | | | | | | | | | | | |
| 4 | **MATERIALS:** | | | | | | | | | | |
| 5 | White Cap Invoice #50034525671 | 1.00 | LS | 0.000 | 0.00 | | | $ 1,049.93 | $ 1,049.93 | | |
| 6 | Central Concrete Supply Invoice# 95000071182 | 1.00 | LS | 0.000 | 0.00 | | | $ 7,226.55 | $ 7,226.55 | | |
| 7 | Berkeley Concrete Pumping | 1.00 | LS | 0.000 | 0.00 | | | $ 1,983.30 | $ 1,983.30 | | |
| 8 | | | | | | | | | | | |
| 9 | **LABOR:** | | | | | | | | | | |
| 10 | Operator/FM | 1.00 | EA | 12.00 | 12.00 | $ 122.41 | $ 1,468.92 | | | | |
| 11 | Operator/JM | 1.00 | EA | 8.00 | 8.00 | $ 122.41 | $ 979.28 | | | | |
| 11 | Laborer/JM 1 | 1.00 | EA | 13.00 | 13.00 | $ 80.76 | $ 1,049.88 | | | | |
| 12 | Laborer/JM 2 | 1.00 | EA | 13.00 | 13.00 | $ 80.76 | $ 1,049.88 | | | | |
| 13 | Operator/FM 1, OT | 1.00 | EA | 2.00 | 2.00 | $ 165.51 | $ 331.02 | | | | |
| 14 | Operator/FM 2, OT | 1.00 | EA | 2.00 | 2.00 | $ 105.08 | $ 210.16 | | | | |
| 14 | Mason/JM 2 | 1.00 | EA | 2.00 | 2.00 | $ 105.08 | $ 210.16 | | | | |
| 14 | Laborer/JM OT | 1.00 | EA | 2.00 | 2.00 | $ 105.08 | $ 210.16 | | | | |
| 15 | | | | | | | | | | | |
| 16 | | | | | | | | | | | |
| 17 | | | | | | | | | | | |
| 18 | | | | | | | | | | | |
| 19 | | | | | | | | | | | |
| 20 | **EQUIPMENT** | | | | | | | | | | |
| 21 | Tool Truck | 1 | EA | 14.500 | 14.50 | | | | | $ 42.00 | $ 609.00 |
| 22 | | | | | | | | | | | |
| 23 | | | | | | | | | | | |
| 24 | | | | | | | | | | | |
| 25 | | | | | | | | | | | |
| 26 | | | | | | | | | | | |
| 27 | | | | | | | | | | | |
| 28 | | | | | | | | | | | |
| 29 | | | | | | | | | | | |
| 22 | **SHEET TOTALS** | | | | **54.00** | $ 101.10 | **$ 5,459.38** | | **$ 10,259.8** | | **$ 609.00** |

PCO # 031

01/14/2026

OAKLAND UNIFIED SCHOOL DISTRICT
955 HIGH STREET
OAKLAND, California, 94601

**Re:** PCO #031 Revision 0 - CE #077 - PH2 RFI 017 Added Grout at Lagging
**Job:** 0583-01 **/** OUSD FREMONT - BLDG A MODERNIZATION & NEW PARKING LOT

Enclosed please find **Potential Change Order #031** in the amount of $19,442.78 for:

CE #077 - PH2 RFI 017 - Added Grout Behind Lagging
This PCO includes costs for the added grout behind lagging added in the DSA drawings and then clarified in RFI 017.

| PCO Item | Description | Cost |
|---|---|---|
| 1 | Azul PCO 003rev3 - PH2 RFI 017 Added Grout behind Lagging | $17,961.00 |
| | Subtotal | $17,961.00 |
| | Insurance (1.35%): | $242.47 |
| | Builders Risk (1.40%): | $251.45 |
| | SDI (0.50%): | $89.81 |
| | Bond (0.62%): | $111.36 |
| | Oakland GRT (0.38%): | $68.25 |
| | Fee (4.00%): | $718.44 |
| | Total: | $19,442.78 |

This pricing is valid for 30 days. This PCO includes a schedule extension of 0 days. We reserve the right to a contract time extension should the work contained in this PCO impact the overall project schedule.

Please sign below to approve and return to our office. Upon your signature, we will execute the appropriate subcontract adjustments and include this in a forthcoming Prime Contract Change Order to cover this added scope. If at any time contingency funds are used to pay for additional work, Cahill reserves the right to request a change order at a later date if it becomes apparent that contingency funds are needed elsewhere. Please call if you have any questions.

**Very truly yours,**
Cahill Contractors LLC



Megan McDevitt 01/14/2026

**Accepted by:**
OAKLAND UNIFIED SCHOOL DISTRICT

Date

Contractor's License # 780074
1400 Egbert Avenue
San Francisco, CA 94124
Phone (415) 558-1507

# CHANGE ORDER REQUEST NO. 003

| | | | |
|---|---|---|---|
| Azul Job # | 652 | Prepared By: | Valeria Chavez |
| Project: | OUSD Drilled Piers | Prepared Date: | 13-Jan-26 |
| General Contractor: | Cahill | Performed Date | See Attached Tags |

| | |
|---|---|
| ATTN: | **Megan McDevitt** |
| **DESCRIPTION OF WORK:** | Grout fill |
| REFERENCE: | **see attached** |

## LABOR

| QUANTITY | CLASSIFICATION | HOURS | | RATE | TOTAL |
|---|---|---|---|---|---|
| 1 | Foreman | 12.00 | HR | $122.41 | $1,468.92 |
| 1 | Operator 1 | 8.00 | HR | $116.15 | $929.20 |
| 1 | Laborer 1 | 13.00 | HR | $80.76 | $1,049.88 |
| 1 | Laborer 2 | 13.00 | HR | $80.76 | $1,049.88 |
| 1 | Foreman OT | 2.00 | HR | $165.51 | $331.02 |
| 1 | Foreman OT | 2.00 | HR | $105.08 | $210.16 |
| 1 | Mason 2 | 2.00 | HR | $105.08 | $210.16 |
| 1 | Laborer OT | 2.00 | HR | $105.08 | $210.16 |
| **TOTAL LABOR COST** | | | | | **5,459.38** |

## EQUIPMENT

| QUANTITY | DESCRIPTION | DURATION | U/M | RATE | TOTAL |
|---|---|---|---|---|---|
| 1 | Tool Truck | 14.5 | HR | $ 42.00 | $ 609.00 |
| **TOTAL EQUIPMENT RENTAL COSTS** | | | | | **609.00** |

## MATERIALS AND SERVICES (*APPLICABLE SALES TAX INCLUDED IN UNIT COST)

| QUANTITY | REFERENCE # | COMMENTS | U/M | UNIT COST | TOTAL |
|---|---|---|---|---|---|
| 1 | Plywood for blocking White Cap | | LS | $ 1,049.930 | $ 1,049.93 |
| 1 | grout one full load | | LS | $ 7,226.550 | $ 7,226.55 |
| **TOTAL MATERIALS & SERVICES COST** | | | | | **8,276.48** |

## SUBCONTRACTORS

| QUANTITY | REFERENCE # | COMMENTS | U/M | UNIT COST | TOTAL |
|---|---|---|---|---|---|
| | | | | | |

## TOTAL COSTS

| | | |
|---|---|---|
| **1. TOTAL LABOR COST** | 5,459.38 | |
| 2. 10% of Line 1 | 545.94 | |
| 3. ADD Lines 1, and 2 | | 6,005.32 |
| **4. TOTAL EQUIPMENT COST** | 609.00 | |
| 5. 10% of Line 4 | 60.90 | |
| 6. ADD Lines 4, and 5 | | 669.90 |
| **7. TOTAL MATERIAL / SERVICES COST** | 8,276.48 | |
| 8. 0% (or applicable) Sales Tax | 0.00 | |
| 9. 10% of Lines 7, and 8 | 827.65 | |
| 10. ADD Lines 7, 8, and 9 | | 9,104.13 |
| **11. TOTAL SUBCONTRACTORS** | 1,983.30 | |
| 12. 10% of Line 12 | 198.33 | |
| 13. ADD Lines 11 and 12 | | 2,181.63 |
| | | |
| **14. SUBTOTAL** | | 17,960.98 |
| | | |
| **15. TOTAL COST OF EXTRA WORK** | | **$17,961.00** |

**CONTRACTOR OR AUTHORIZED REPRESENTATIVE:** *Valeria Chavez*

# AZUL WORKS

## TIME SHEET SUMMARY

| EXTRA WORK TAG # | | |
|---|---|---|
| EXTRA WORK TAG DATE | 12/3/25 | 12/4/25 |
| DESCRIPTION | | |

| LABOR | QTY | U/M | Rate | Day 1 | Day 2 | TOTAL |
|---|---|---|---|---|---|---|
| Foreman | 1 | HR | 122.41 | 4.0 | 8.0 | 12.0 |
| Operator 1 | 1 | HR | 116.15 | | 8.0 | 8.0 |
| Laborer 1 | 1 | HR | 80.76 | 5.0 | 8.0 | 13.0 |
| Laborer 2 | 1 | HR | 80.76 | 5.0 | 8.0 | 13.0 |
| Foreman OT | 1 | HR | 165.51 | | 2.0 | 2.0 |
| Foreman OT | 1 | HR | 105.08 | | 2.0 | 2.0 |
| Mason 2 | 1 | HR | 105.08 | | 2.0 | 2.0 |
| Laborer OT | 1 | HR | 105.08 | | 2.0 | 2.0 |
| **1. TOTAL LABOR COST** | | | | 1,297.24 | 4,162.14 | 5,459.38 |
| **2. 10% of line 1.** | | | 10% | 129.72 | 416.21 | 545.94 |
| **3. ADD Lines 1 and 2** | | | | 1,426.96 | 4,578.35 | 6,005.32 |

| EQUIPMENT | QTY | U/M | Rate | Day 1 | Day 2 | TOTAL |
|---|---|---|---|---|---|---|
| Tool Truck | 1 | HR | 42.00 | 4.5 | 10.0 | 14.5 |
| **8. TOTAL EQUIPMENT RENTAL COST** | | | | 189.00 | 420.00 | 609.00 |
| 9. 10% of Line 8 | | | 10% | 18.90 | 42.00 | 60.90 |
| 10. ADD Lines 8 and 9 | | | | 207.90 | 462.00 | 669.90 |

| MATERIAL | QTY | U/M | Rate | Day 1 | Day 2 | TOTAL |
|---|---|---|---|---|---|---|
| Plywood for blocking White Cap | 1 | LS | 1,049.93 | 1.0 | | 1 |
| grout one full load | 1 | LS | 7,226.55 | | 1.0 | 1 |
| **4. TOTAL MATERIAL & SERVICES COST** | | | | 1,049.93 | 7,226.55 | 8,276.48 |
| 5. 0% (or applicable) Sales Tax (Included) | | | 0.00% | 0.00 | 0.00 | 0.00 |
| 6. 10% of Lines 4 and 5 | | | 10% | 104.99 | 722.66 | 827.65 |
| 7. ADD Lines 4, 5, and 6 | | | | 1,154.92 | 7,949.21 | 9,104.13 |

| SUBCONTRACTORS | QTY | U/M | Rate | Day 1 | Day 2 | TOTAL |
|---|---|---|---|---|---|---|
| Berkeley Concrete Pump | 1 | DAY | 1,983.30 | | 1.0 | 1 |
| **11. TOTAL SPECIALIST COST** | | | | 0.00 | 1,983.30 | 1,983.30 |
| 12. 10% of Line 11 | | | 10% | 0.00 | 198.33 | 198.33 |
| 13. ADD Lines 11 and 12 | | | | 0.00 | 2,181.63 | 2,181.63 |
| **TOTAL FIXED & DAILY COSTS** | | | | 2,789.79 | 15,171.19 | **17,960.98** |

# INVOICE

White Cap, L.P.
PO Box 4944
Orlando, FL 32802-4944

**BRANCH ADDRESS**
022 - HAYWARD CA

(510) 731-5501
411 WEST A STREET
HAYWARD CA 94541
ALAMEDA

| INVOICE NUMBER |
|---|
| 50034525671 |
| **INVOICE DATE** |
| 12/03/2025 |
| **CUSTOMER PO NUMBER** |
| 652-2512018 |

| TO VIEW AND PAY ONLINE GO TO: |
|---|
| http://whitecap.billtrust.com |
| **ENROLLMENT TOKEN:** |
| WRD FMX LVR |

**TERRITORY:**

**ACCOUNT # 155654000**

**SHIP TO: 10005840536**

| MAKE CHECKS PAYABLE TO: |
|---|
| **White Cap, L.P.**<br>**P.O. BOX 6040**<br>**CYPRESS, CA 90630-0040** |

AZUL WORKS INC
1400 EGBERT AVE
SAN FRANCISCO CA 94124

652
2021 47TH AVE
OAKLAND CA 94601

| ORDER DATE | ORDER NO. | ORDERED BY | ACCOUNT MANAGER | TAKEN BY |
|---|---|---|---|---|
| 12/03/2025 | 69891281 | PORFIRIO REYES | CLARK, LIAM | ADRANEDA, DANIEL D |

| BRANCH | ACCT JOB NO. | TERMS | SHIP VIA / ROUTING | CUSTOMER JOB NO. |
|---|---|---|---|---|
| 022 | 10005840536 | NET 30 DAYS | 5. WALK IN | 652 |

| LINE | PART NUMBER | DESCRIPTION | QTY ORD | UNIT PRICE | QTY BKO | QTY SHP | EXTENDED PRICE | TAX AMT |
|---|---|---|---|---|---|---|---|---|
| 0 | HDRDESC | ********** DELIVERY TAG#: 37978055 ********** | 1 | 0 | 0 | 1 | 0.00 | |
| 1 | 10419040700 | 7" JOHNNY RAFTER SQUARE HI VIZ JOHNSON | 1 | 22.99 EA | 0 | 1 | 22.99 | 2.44 |
| 2 | 22334874L3P | 3-PACK LARGE GRAY/BLACK MAXIFLEX ULTIMATE GLOVE W/ AD-APT PIP | 4 | 17.49 PKG | 0 | 4 | 69.96 | 7.52 |
| 4 | 15151605 | 5LB 16D DUPLEX NAIL | 1 | 22.39 BOX | 0 | 1 | 22.39 | 2.39 |
| 5 | 7073GCS5 | #9X3" T25 STAR GOLD CONSTRUCTION FRAMING SCREW TORX 5LB GRIP-RITE | 1 | 31.99 BOX | 0 | 1 | 31.99 | 3.44 |
| 6 | 128CF24SRG | 24" SONOTUBE RAINGUARD COLUMN FORM SOLD/FOOT | 24 | 19.19 FT | 0 | 24 | 460.56 | 49.49 |
| 7 | 339DF2420 | 2"X4"X20' DOUG FIR LUMBER | 20 | 13.39 EA | 0 | 20 | 267.80 | 28.80 |
| 8 | 22334874XL3P | 3-PACK XL GRAY/BLACK MAXIFLEX ULTIMATE GLOVE W/ AD-APT PIP | 4 | 17.49 PKG | 0 | 4 | 69.96 | 7.52 |
| 2 | 1% ASSESSMENT | CA STATE 1% LUMBER ASSESSMENT | 1 | 2.68 EA | 0 | 1 | 2.68 | 0.00 |

The White Cap Family of Brands includes All-Tex Waterproofing Solutions, Harmac, Kenseal, Marvel Building & Masonry Supply, MASONPRO, Williams Equipment & Supply, Valley Supply Co, and Diamond Tool. Learn more at About.WhiteCap.com

**Pay your invoices online** by visiting: https://whitecap.billtrust.com

**Sales Tax Exemption** Questions or Certificates: TaxExemptCredit@whitecap.com

THESE ITEMS ARE CONTROLLED BY THE U.S. GOVERNMENT AND AUTHORIZED FOR EXPORT ONLY TO THE COUNTRY OF ULTIMATE DESTINATION FOR USE BY THE ULTIMATE CONSIGNEE OR END-USER(S) HEREIN IDENTIFIED. THEY MAY NOT BE RESOLD, TRANSFERRED OR OTHERWISE DISPOSED OF TO ANY OTHER COUNTRY OR ANY PERSON OTHER THAN THE AUTHORIZED ULTIMATE CONSIGNEE OR END-USER(S), EITHER IN THEIR ORIGINAL FORM OR AFTER BEING INCORPORATED INTO OTHER ITEMS, WITHOUT FIRST OBTAINING APPROVAL FROM THE U.S. GOVERNMENT OR AS OTHERWISE AUTHORIZED BY U.S. LAW AND REGULATIONS.

NO REFUNDS OR EXCHANGES ON NON STOCK MERCHANDISE
Visit https://www.whitecap.com/terms/terms-conditions-of-sale-terms to view complete terms and conditions.

| | |
|---|---|
| TOTAL GROSS | 948.33 |
| TOTAL TAX | 101.60 |
| TOTAL SHIPPING AND HANDLING | 0.00 |
| TOTAL INVOICE | 1,049.93 |

RECEIVED BY: REYES, PORFIRIO SIGNATURE COPY ON FILE

CENTRAL CONCRETE SUPPLY COMPANY | Westside CONCRETE MATERIALS

**SHIP TO:**

**OUSD FREMONT HIGH SCHOOL - OAKLAND**
**2021 47th Ave**
**Oakland, CA 94601**

# INVOICE

**SOLD TO:**

**AZUL WORKS INC**
**1400 EGBERT AVENUE.**
**San Francisco, CA 94124**

To ensure proper credit, please include remittance or list invoice numbers on your check remittance and send to:

**Central Concrete Supply Co. Inc**
**PO Box 55572**
**Los Angeles, CA 90074-5572, US**
**Phone: 1-800-777-8752 or help@vmcmail.com**

| | |
|---|---|
| CUSTOMER NO: | **133503-6663877** |
| INVOICE NO: | **950000711282** |
| INVOICE DATE: | **12/04/2025** |
| INVOICE AMT: | **7,226.55** |
| PROJECT: | **4515756** |
| DUE DATE: | **01/15/2026** |

Invoices not paid according to our credit terms will be assessed a Finance Charge. Customer shall pay all cost of collection including but not limited to a reasonable attorney's fee for services rendered by suit or otherwise in collecting past due invoices.

TOTAL YARDS: 27.00 | TOTAL LOADS: 3.00

TAXES: | PERCENT: | AMOUNT:

SALES TAX: 658.35

DISCOUNT:

TOTAL PRODUCT:

TOTAL FREIGHT:

TOTAL OTHER:

**Pay this AMOUNT:**

**$7,226.55**

| SALES REP | PO NUMBER | LOT / BLOCK | ORIGINAL INVOICE | TAX EXEMPT ID. | TERMS |
|---|---|---|---|---|---|
| arenass@vmcmail.com | 652 | | | | NET15THPROX - Payable in full by the 15th of each month following month of shipment |

| INVOICE # | INVOICE DATE | CUSTOMER NUMBER | PROJECT | JOB NAME |
|---|---|---|---|---|
| 950000711282 | 12/04/2025 | 133503-6663877 | 4515756 | OUSD FREMONT HIGH SCHOOL - OAKLAND |

**TICKET DETAIL**

| SHIP DATE | ORDER | USE | TICKET | FACILITY | PROD CODE | DESCRIPTION | QUANTITY | PRICE | EXTENSION | TAX AMT |
|---|---|---|---|---|---|---|---|---|---|---|
| 12/04/2025 | 429873 | | 963878 | 7415 | 80U100EC | GROUT - 4000 PSI | 9.00 | 220.00 | 1980.00 | 202.95 |
| | | | | | 85860 | EAB219 - CERTIFIED PAYROLL REPORTING FEE - Per CU YD | 9.00 | 10.00 | 90.00 | 9.23 |
| | | | | | 85610 | ENVIRONMENTAL FEE | 9.00 | 3.50 | 31.50 | 3.23 |
| | | | | | 85030 | FREIGHT SURCHARGE | 9.00 | 0.00 | 0.00 | 0.00 |
| | | | | | 85950 | FUEL SURCHARGE | 9.00 | 4.38 | 39.42 | 4.04 |
| | | | | | 85260 | STANDBY TIME - Delivery #: 963878 - 1.9 / LD | 1.90 | 3.00 | 5.70 | 0.00 |
| | | | 963920 | 7415 | 80U100EC | GROUT - 4000 PSI | 9.00 | 220.00 | 1980.00 | 202.95 |
| | | | | | 85860 | EAB219 - CERTIFIED PAYROLL REPORTING FEE - Per CU YD | 9.00 | 10.00 | 90.00 | 9.23 |
| | | | | | 85610 | ENVIRONMENTAL FEE | 9.00 | 3.50 | 31.50 | 3.23 |
| | | | | | 85030 | FREIGHT SURCHARGE | 9.00 | 0.00 | 0.00 | 0.00 |
| | | | | | 85950 | FUEL SURCHARGE | 9.00 | 4.38 | 39.42 | 4.04 |
| | | | | | 85260 | STANDBY TIME - Delivery #: 963920 - 36.21 / LD | 36.21 | 3.00 | 108.63 | 0.00 |
| | | | 964027 | 7415 | 80U100EC | GROUT - 4000 PSI | 9.00 | 220.00 | 1980.00 | 202.95 |
| | | | | | 85860 | EAB219 - CERTIFIED PAYROLL REPORTING FEE - Per CU YD | 9.00 | 10.00 | 90.00 | 9.23 |
| | | | | | 85610 | ENVIRONMENTAL FEE | 9.00 | 3.50 | 31.50 | 3.23 |
| | | | | | 85030 | FREIGHT SURCHARGE | 9.00 | 0.00 | 0.00 | 0.00 |
| | | | | | 85950 | FUEL SURCHARGE | 9.00 | 4.38 | 39.42 | 4.04 |
| | | | | | 85260 | STANDBY TIME - Delivery #: 964027 - 10.37 / LD | 10.37 | 3.00 | 31.11 | 0.00 |

**SAVE TIME AND SAVE A TREE WITH EMAIL INVOICE DELIVERY!**

Receive your invoice faster and help save the environment by enrolling in our email invoicing service. With email, Invoices are sent in one easy to open file directly to your Inbox. To sign up, contact us at help@vmcmail.com or call us at 1-800-777-8752.

**Berkeley Concrete Pumping, Inc.**

**1200 Sixth St**
**Berkeley, CA 94710**

# Invoice

| Date | Invoice # |
|---|---|
| 12/4/25 | 572857 |

| Bill To |
|---|
| Azul Works, Inc.<br>1400 Egbert Ave<br>San Francisco, CA 94124 |

| Job # / Job Name | Terms | Job Date | Size Requested | Yards Pumped |
|---|---|---|---|---|
| 652/ Fremont HS | Net 30 | 12/04/25 | 25M | 27 |

| Description | Qty. | Rate | Line Total |
|---|---|---|---|
| Hours | 6.5 | 230.00 | 1,495.00 |
| Yards | 27 | 4.00 | 108.00 |
| Pool Washout | 3 | 50.00 | 150.00 |
| Slurry & Permit Fee | 1 | 50.00 | 50.00 |
| Subtotal | | | 1,803.00 |
| Fuel Surcharge | | 10.00% | 180.30 |

| Total | $1,983.30 |
|---|---|

| Phone # | Fax # |
|---|---|
| (510) 525-4111 | 844-269-9440 |

**Balance Due** $1,983.30

**Cahill Contractors LLC**
425 California Street, Suite 2200
San Francisco, California 94104
P: (415) 986-0600

**Project: 0583-01 OUSD FREMONT - BLDG A MODERNIZATION & NEW PARKING LOT**
4610 Foothill Blvd
Oakland, California 94601

# RFI #17-Phase2: Grout Fill Behind Lagging

| | | | |
|---|---|---|---|
| **Revision** | 0 | **Status** | Open |
| **To** | Craig Durand (HIBSER YAMAUCHI ARCHITECTS, INC.)<br>Neethi Joseph (HIBSER YAMAUCHI ARCHITECTS, INC.) | **From** | Will Nethercutt (CAHILL CONTRACTORS) |
| **Date Initiated** | Aug 7, 2025 | **Due Date** | Aug 14, 2025 |
| **Location** | | | |
| **Cost Impact** | | **Schedule Impact** | |
| **Spec Section** | | | |
| **Drawing Number** | 2-S0.01 | **Reference** | |
| **Linked Drawings** | | | |
| **Copies To** | Diego Baron (CAHILL CONTRACTORS), JaQuan Cornish (OAKLAND UNIFIED SCHOOL DISTRICT), Ken DeCarlo , Neethi Joseph (HIBSER YAMAUCHI ARCHITECTS, INC.), Justin Mapalo , Katie McLelland (CAHILL CONTRACTORS), Chris Mendez (CAHILL CONTRACTORS), Nick Misakian (CAHILL CONTRACTORS), Will Nethercutt (CAHILL CONTRACTORS), Christina Stone | | |
| **Priority** | 2 - High | **Sub RFI#** | 4 |
| **Posted to Drawings** | No | | |

## Activity

**Question**

**Question from Will Nethercutt CAHILL CONTRACTORS** *on Thursday, Aug 7, 2025 at 08:25 AM PDT*

Ref: 2-S0.01

Item 5 on the Soldier Pile Wall Installation Sequence notes on 2-S0.01 calls for all gaps behind lagging to be filled with grout.

1. Please confirm if this is to be pressurized grout or regular backfilled grout.

**Attachments**
RFI 17 - Phase 2 - Grout Fill Behind Lagging.pdf

*Awaiting an Official Response*

Regular grout 4000 psi to fill air voids behind lagging.....no air voids larger than 1/2". Injection/placement is up to Contractor.

JK IDA 08-07-2025

RFI 17 - Phase 2
SK-01
8/7/25

0 5' 25' — 1/8" = 1'-0"
0 1' 12' — 1/4" = 1'-0"
0 1' 6' — 1/2" = 1'-0"
0 4' — 3/4" = 1'-0"
0 1' 3' — 1" = 1'-0"
0 2' — 1 1/2" = 1'-0"
0 1' — 3" = 1'-0"

IF THIS SHEET IS NOT 30"x42" , IT IS A REDUCED PRINT SCALE ACCORDINGLY

IDENTIFICATION STAMP
DIV. OF THE STATE ARCHITECT
APP: 01-121860 INC:
REVIEWED FOR
SS ☐ FLS ☐ ACS ☐
DATE: 06/30/2025

## SURVEY MONITORING AND OBSERVATION REQUIREMENTS

1. ALL SHORING SHOWN ON THIS PLAN UON IS CONSIDERED PERMANENT PER CBC 1812A.2.
2. CONTRACTOR TO PREPARE A PRE-CONDITION SITE SURVEY INCLUDING PHOTOGRAPHS OF EXISTING CONDITIONS AND MONITORING POINTS. THE SURVEY SHALL INCLUDE ALL STRUCTURES WITHIN THE LARGER OF100 FEET OR THREE TIMES THE DEPTH OF SHORING. A LICENSED SURVEYOR SHALL DOCUMENT ALL EXISTING SUBSTANTIAL CRACKS IN ADJACENT EXISTING STRUCTURES.
3. PROVIDE PLAN, METHOD OF MONITORING AND PHOTOGRAPHS TO GEOTECHNICAL ENGINEER AND ARCHITECT AND SEOR. AT A MINIMUM, THE PLAN SHALL CONSIST OF
   A. CONTROL POINTS SHALL BE ESTABLISHED OUTSIDE THE AREA OF INFLUENCE OF THE SHORING SYSTEM TO ENSURE ACCURACY OF THE MONITORING READINGS.
   B. INITIAL MONITORING SHALL BE PERFORMED PRIOR TO ANY EXCAVATION
   C. ONCE EXCAVATION HAS BEGUN, THE PERIODIC READINGS SHALL BE TAKEN WEEKLY UNTIL EXCAVATION REACHES THE ESTIMATED ELEVATION AND THE PERMANENT FOUNDATION IS COMPLETE
   D. IF THE PERFORMANCE OF THE SHORING IS WITHIN ESTABLISHED PARAMETERS, PERIODIC READINGS CAN BE TAKEN BI-WEEKLY. ONCE INITIATED, BI-WEEKLY READINGS SHALL CONTINUE UNTIL THE SOLDIER PILE WALL IS COMPLETED AND HAS CURED FOR MINIMUM 28 DAYS. THEREAFTER READINGS CAN BE MONTHLY. ADDITIONAL READINGS SHALL BE TAKEN WHEN REQUESTED BY THE STRUCTURAL ENGINEER AND/OR DSA.
   E. MONITORING READINGS SHALL BE SUBMITTED TO SEOR, BUILDING OFFICIAL AND DSA WITHIN THREE WORKING DAYS AFTER THEY ARE CONDUCTED. MONITORING READINGS SHALL BE ACCURATE TO WITHIN 0.01 FEET. RESULTS ARE TO BE SUBMITTED IN TABULAR FORM SHOWING AT LEAST THE INITIAL DATE OF MONITORING AND READING, PAST MONITORING DATES AND READINGS AND THE CURRENT MONITORING DATE AND READING AND DIFFERENCE BETWEEN EACH READINGS.
   F. IF THE TOTAL CUMULATIVE HORIZONTAL OR VERTICAL MOVEMENT (FROM START OF CONSTRUCTION) OF THE EXISTING BUILDING REACHES 1/2 INCH OR SOLDIER PILES REACHES 1 INCH, ALL EXCAVATION ACTIVITIES SHALL BE SUSPENDED. THE GEOTECHNICAL ENGINEER AND SEOR SHALL DETERMINE THE CAUSE OF MOVEMENT, IF ANY, AND RECOMMEND CORRECTIVE MEASURES, IF NECESSARY, BEFORE EXCAVATION CONTINUES.
   G. IF THE TOTAL CUMULATIVE HORIZONTAL OR VERTICAL MOVEMENT (FROM START OF CONSTRUCTION) OF THE EXISTING BUILDING REACHES 3/4 INCH OR SOLDIER PILES REACHES 1 1/2 INCHES, ALL EXCAVATION ACTIVITIES SHALL BE SUSPENDED UNTIL THE CAUSES, IF ANY, CAN BE DETERMINED. SUPPLEMENTAL SHORING SHALL BE DEVISED TO ELIMINATE FURTHER MOVEMENT AND THE BUILDING OFFICIAL SHALL REVIEW AND APPROVE THE SUPPLEMENTAL SHORING BEFORE EXCAVATION CONTINUES.

## SOLDIER PILE NOTES

1. OUT OF PLUMBNESS OF PIERS SHALL NOT EXCEED 0.5% OF THE SHAFT LENGTH. WHEN THE PLUMBNESS TOLERANCE IS EXCEED, THE SEOR AND DSA SHALL BE NOTIFIED AND AN ENGINEERING EVALUATION PERFORMED AT CONTRACTOR'S EXPENSE TO DETERMINE THE ACCEPTABILITY OF THE PIER.
2. TOP ELEVATION TOLERANCE MAXIMUM 1 INCH TO MINUS 3 INCHES FROM ELEVATION INDICATED.
3. LOCATION TOLERANCE: 4 PERCENT OF THE SHAFT DIAMETER OR 3 INCHES WHICHEVER IS LESS. WHEN THE LOCATION TOLERANCE IS EXCEEDED, THE SEOR AND DSA SHALL BE NOTIFIED AND AN ENGINEERING EVALUATION PERFORMED AT CONTRACTORS EXPENSE TO DETERMINE THE ACCEPTABILITY OF THE FOUNDATION
4. RECORD THE FOLLOWING
   A. SIZES, LENGTHS AND LOCATIONS OF PIERS
   B. SEQUENCE OF PLACEMENT, CONCRETE MIXES AND CONCRETE STRENGTHS
   C. FINAL BASE AND TOP ELEVATIONS
   D. DEVIATION FROM INDICATED LOCATIONS
5. THE GEOTECHNICAL ENGINEER SHALL CONTINUOUSLY OBSERVE PIER DRILLING, CLEANING AND PLACING OF CONCRETE TO ENSURE SUBSURFACE CONDITIONS ARE CONSISTENT WITH THE GEOTECHNICAL REPORT
6. IN THE EVENT THAT THE GEOTECHNICAL ENGINEER, DSA, OR SEOR DEEMS A PIER UNSUITABLE, THE CONTRACTOR SHALL BEAR THE COST OF REMEDY. PIERS DRILLED OR PLACED WITHOUT CONTINUOUS OBSERVATION BY THE GEOTECHNICAL ENGINEER WILL BE DEEMED UNSUITABLE.

## SOLDIER PILE WALL INSTALLATION SEQUENCE

1. DRILL PIER SHAFTS INTO EXISTING SITE FROM CURRENT GRADE. TOLLERANCES SHALL BE AS REQUIRED IN SOLDIER PILE NOTES.
2. DRILL SHAFTS IN SEQUENCE STATED ON SHEET 1/S2.01 . DRILL SUBSEQUENT SEQUENCE SHAFTS AFTER PRIOR SEQUENCE SHAFTS ARE FILLED WITH CONCRETE AND CONCRETE HAS REACHED SPECIFIED STRENGTH. WORK TO COMPLETE ALL DRILLED PIER SHAFTS ON SITE.
3. PLACE W12 SOLDIER PILES IN DRILLED HOLES ALONG WITH REINFORCEMENT. EXTEND SOLDIER PILES 2-3 FT ABOVE GRADE AS NEEDED TO INSTALL LAGGING BASED ON HIGHEST GRADE REQUIRED FOR LAGGING.
4. FILL SHAFTS WITH CONCRETE AS SOON AS POSSIBLE. ALLOW OPEN SHAFTS NO GREATER THAN 24 HOURS AFTER DRILLING WITHOUT FILLING WITH CONCRETE. ALLOW CONCRETE TO SET TO MIMUMUM OF 75% OF 28 DAY STRENGTH.
5. LAGGING BOARDS ARE CONSIDERED TEMPORARY PER CBC 1812A.2. INSTALL LAGGING BOARDS BETWEEN SOLDIER PILES. WORK FROM TOP DOWN. CHIP CONCRETE AWAY AT FRONT OF PIERS TO INSTALL LAGGING BEHIND W12 FLANGES. WORK DOWN TO EXCAVATE AND INSTALL LAGGING ONE BOARD LEVEL AT A TIME UNTIL BOTTOM BOARDS ~~ARE CPMPLETED~~ FILL ALL GAPS BEHIND LAGGING WITH GROUT.
6. INSTALL DRAINAGE BRARDS ON FRONT OF LAGGING WALL BUT NOT AT SOLDIER PLIES. PASS DRAIN PIPES ACROSS BOTTOM OF WALLS. ROUTE TO SEWAR AS PER CIVIL ENGINEERING DRAWINGS.
6. INSTALL WELDED HEADED STUDS ON W12 SOLDIER PILES.
7. INSTALL WALL REINFORCEMENT.
8. PLACE WALL CONCRETE USING CAST-IN-PLACE METHOD OR SHOTCRETE METHOD.
9. TEST CONCRETE STRENGTHS AND SHOTCRETE CORES AFTER WALLS ARE COMPLETED.
10. CUT SOLDIER PILES AND PIERS DOWN TO 12" BELOW FINISHED GRADE AT EACH PIER.

Please confirm if this is to be pressurized grout or regular backfilled grout.

Regular grout 4000 psi to fill air voids behind lagging.....no air voids larger than 1/2"

## MONITORING OF EXISTING, STRUCTURES (INCLUDING HOUSES AND OFF PROPERTY STRUCTURES)

1. THE CONTRACTOR SHALL COMPLETE A WRITTEN AND PHOTO- GRAPHIC LOG OF ALL EXISTING STRUCTURES WITHIN 100 FT OR THREE TIMES DEPTH OF SHORING, PRIOR TO CONSTRUCTION. A LICENSED SURVEYOR SHALL DOCUMENT ALL EXISTING SUBSTANTIAL CRACKS IN ADJACENT EXISTING STRUCTURES.
2. THE CONTRACTOR SHALL DOCUMENT EXISTING CONDITION OF WALL CRACKS ADJACENT TO SHORING WALLS PRIOR TO START OF CONSTRUCTION.
3. THE CONTRACTOR SHALL MONITOR EXISTING WALLS FOR MOVEMENT OR CRACKING THAT MAY RESULT FROM ADJACENT SHORING.
4. IF EXCESSIVE MOVEMENT OR VISIBLE CRACKING OCCURS, THE CONTRACTOR SHALL STOP WORK AND SHOREREINFORCE EXCAVATION AND CONTACT DSA AND THE SEOR. MEASUREMENTS SHALL BE MADE ON ALL EXISTING BUILDINGS AND STRUCTURES, WITHIN 100 FT OF RETAINING WALLS. MEASUREMENTS SHALL BE MADE AT ALL CORNERS AND INTERSECTIONS OF ALL FOUNDATUONS, AND AT MID POINTS BETWEEN CORNERS AND INTERSECTIONS, AND NO GREATER THAN 50 FT DISTANCE BETWEEN MEASUREMENTS.
5. MONITORING OF THE EXISTING STRUCTURE SHALL BE AT REASONABLE INTERVALS AS REQUIRED BY THE REGISTERED DESIGN PROFESSIONAL SUBJECT TO APPROVAL OF THE BUILDING OFFICIAL. MONITORING SHALL BE PERFORMED BY A LICENSED SURVEYOR AND SHALL CONSIST OF VERTICAL AND LATERAL MOVEMENT OF THE EXISTING STRUCTURES. PRIOR TO STARTING SHORING INSTALLATION A PRECONSTRUCTION MEETING SHALL TAKE PLACE BETWEEN THE CONTRACTOR, SHORING DESIGN ENGINEER, SURVEYOR, GEOTECHNICAL ENGINEER AND BUILDING OFFICIAL TO IDENTIFY MONITORING LOCATIONS ON EXISTING BUILDINGS.
6. IF IN THE OPINION OF DSA OR THE SEOR, MONITORING DATA INDICATE EXCESSIVE MOVEMENT OR OTHER DISTRESS GREATER THAN 1/4" VERTICAL OR LATERAL, EXCAVATION SHALL CEASE UNTIL THE GEOTECHNICAL ENGINEER AND THE SEOR INVESTIGATE THE SITUATION AND MAKE RECOMMENDATIONS AND SUBMIT TO DSA FOR REMEDIATION OR CONTINUING.
7. ALL READING AND MEASUREMENTS SHALL BE SUBMITTED TO DSA AND THE SEOR.

## SYMBOLS AND ABBREVIATIONS

A/S2.1 SECTION A ON DRAWING S2.1

| | |
|---|---|
| @ | AT |
| & | AND |
| # | NUMBER OR POUND |
| (E) | EXISTING |
| (N) | NEW |
| AB | ANCHOR BOLT |
| AC | ASPHALT CONCRETE |
| ADDL | ADDITIONAL |
| ADJ | ADJACENT |
| AFF | ABOVE FINISH FLOOR |
| ALT | ALTERNATE |
| APPROX | APPROXIMATE |
| ARCH | ARCHITECT OR ARCHITECTURAL |
| ATS | ANCHOR TIEDOWN SYSTEM |
| ATTN | ATTENTION |
| BD | BOARD |
| BLDG | BUILDING |
| BLK | BLOCK |
| BLKG | BLOCKING |
| BM | BEAM |
| BO | BOTTOM OF |
| BOEW | BOTTOM OF EXISTING WALL EL. |
| BOT | BOTTOM |
| BRB | BUCKLING-RESTRAINED BRACE |
| BS | BOTH SIDES |
| BTWN | BETWEEN |
| BW | BOTTOM OF WALL EL. |
| C | CONTROL JOINT |
| CBC | CALIFORNIA BUILDING CODE |
| CJ | CONSTRUCTION JOINT |
| CL | CENTERLINE |
| CLG | CEILING |
| CLR | CLEAR |
| CMU | CONCRETE MASONRY UNIT |
| COL | COLUMN |
| CONC | CONCRETE OR CONCENTRATED |
| COND | CONDITION |
| CONN | CONNECTION |
| CONT | CONTINUOUS |
| CP | COMPLETE PENETRATION WELD |
| CTSK | COUNTERSINK |
| d | DIAMETER OR PENNY |
| D | DEPTH |
| DBL | DOUBLE |
| DC | DOUBLE CURTAIN REBAR IN A CONC WALL |
| DCW | DEMAND CRITICAL WELD |
| DEMO | DEMOLISH |
| DET | DETAIL |
| DF | DOUGLAS FIR |
| DIA | DIAMETER |
| DIAG | DIAGONAL |
| DIM(S) | DIMENSION(S) |
| DJ | DOUBLE JOIST |
| DL | DEAD LOAD |
| DN | DOWN |
| DO | DITTO |
| DP | DEEP |
| DTLS | DETAILS |
| DTP | DOUBLE TOP PLATE |
| DWG(S) | DRAWING(S) |
| DZL | NELSON WELDED DEFORMED BARS |
| EA | EACH |
| EB | EXPANSION BOLT |
| EE | EACH END |
| EF | EACH FACE |
| EJ | EXPANSION JOINT |
| EL | ELEVATION |
| ELEC | ELECTRICAL |
| ELEV | ELEVATOR |
| EMBED | EMBEDMENT |
| EN | EDGE NAILING |
| ENGR | ENGINEER |
| EQ | EQUAL |
| EQUIP | EQUIPMENT |
| ES | EACH SIDE |
| ETC | ETCETERA |
| EW | EACH WAY |
| EXC | EXCAVATE |
| EXT | EXTERIOR |
| FDN | FOUNDATION |
| FF | FINISH FLOOR |
| FG | FINISH GRADE EL. |
| FGTW | FINISH GRADE EL. AT TOP OF WALL |
| FIN | FINISH |
| FLR | FLOOR |
| FOC | FACE OF CONCRETE |
| FOM | FACE OF MASONRY |
| FOS | FACE OF STUD |
| FS | FAR SIDE |
| FT | FEET |
| FTG | FOOTING |
| GA | GAGE, GAUGE |
| GALV | GALVANIZED |
| GB | GRADE BEAM |
| GLM | GLUED LAMINATED |
| GYP BD | GYPSUM BOARD |
| HD | HOLDOWN |
| HDG | HOT-DIPPED GALVANIZED |
| HDR | HEADER |
| HGR | HANGER |
| HOR | HORIZONTAL |
| HP | HIGH POINT |
| HSB | HIGH STRENGTH BOLT |
| HSS | HOLLOW STEEL SECTION |
| HT | HEIGHT |
| ID | INSIDE DIAMETER |
| IF | INSIDE FACE |
| INT | INTERIOR |
| INV | INVERT |
| JST | JOIST |
| JT(S) | JOINT(S) |
| K | KIPS (1000 LBS) |
| LBS | POUNDS |
| LG | LONG |
| LL | LIVE LOAD |
| LLH | LONG LEG HORIZONTAL |
| LLV | LONG LEG VERTICAL |
| LP | LOW POINT |
| LT | LIGHT |
| LWC | LIGHTWEIGHT CONCRETE |
| LTWT | LIGHTWEIGHT |
| MATL | MATERIAL |
| MAX | MAXIMUM |
| MB | MACHINE BOLT |
| MECH | MECHANICAL |
| MFR | MANUFACTURER |
| MIN | MINIMUM |
| MISC | MISCELLANEOUS |
| MTL | METAL |
| NIC | NOT IN CONTRACT |
| NOM | NOMINAL |
| NTS | NOT TO SCALE |
| NS | NEAR SIDE |
| OSB | ORIENTED STRAND BOARD |
| OC | ON CENTER |
| OD | OUTSIDE DIAMETER |
| OH | OPPOSITE HAND |
| OPNG | OPENING |
| OPP | OPPOSITE |
| QAP | QUALITY ASSURANCE PROGRAM |
| P# | STEEL PIPE (# = NOMINAL DIAMETER) |
| PERF | PERFORATED |
| PDF | POWDER DRIVEN FASTENER |
| PDP | POWDER DRIVEN PIN |
| PHD | PREDEFLECTED HOLDOWN |
| PL | PLATE |
| PP | PARTIAL PENETRATION WELD |
| PROP | PROPERTY |
| PSF | POUNDS PER SQUARE FEET |
| PSI | POUNDS PER SQUARE INCH |
| PSL | PARALLAM PARALLEL STRAND LUMBER |
| PT | POINT |
| PTDF | PRESSURE TREATED DOUGLAS FIR LUMBER |
| PTN | PARTITION |
| PW | STRUCTURAL PLYWOOD |
| PW EN | PLYWOOD EDGE NAILING |
| RAD | RADIUS |
| RBS | REDUCED BEAM SECTION |
| RDP | REGISTERED DESIGN PROFESSIONAL |
| REF | REFERENCE |
| RECT | RECTANGULAR |
| REINF | REINFORCING |
| REQD | REQUIRED |
| RET WALL | RETAINING WALL |
| RW | REDWOOD LUMBER |
| SAD | SEE ARCHITECTURAL DRAWING OR SEE ARCHITECTURAL DETAIL |
| SCD | SEE CIVIL/SITE DRAWINGS |
| SCHED | SCHEDULE |
| SEC | SECTION |
| SED | SEE ELECTRICAL DRAWINGS |
| SHT | SHEET |
| SHTG | SHEATHING |
| SIM | SIMILAR |
| SLD | SEE LANDSCAPE DRAWINGS |
| SLRS | SEISMIC LOAD RESISTING SYSTEM |
| SMD | SEE MECHANICAL DRAWINGS OR SEE MECHANICAL DETAIL |
| SMS | SHEET METAL SCREW |
| SOG | SLAB ON GRADE |
| SPD | SEE PLUMBING DRAWINGS |
| SPEC(S) | SPECIFICATION(S) |
| SQ | SQUARE |
| SS | SOLID SAWN |
| STAG | STAGGERED |
| STD | STANDARD |
| STIFF | STIFFENER |
| STL | STEEL |
| STRUCT | STRUCTURAL |
| SW | SHEAR WALL |
| SWL | SHEAR WALL LENGTH |
| SYM | SYMMETRICAL |
| TB | TIE BEAM |
| T&B | TOP & BOTTOM |
| TDS | TIEDOWN SYSTEM |
| T&G | TONGUE & GROOVE |
| THK | THICK |
| THRU | THROUGH |
| TN | TOENAIL |
| T.O. | TOP OF |
| TOC | TOP OF CONCRETE |
| TOEW | TOP OF EXISTING WALL |
| TOF | TOP OF FOOTING |
| TOM | TOP OF PARAPET |
| TOP | TOP OF PIER |
| TO PW | TOP OF PLYWOOD |
| TOS | TOP OF STEEL OR SLAB |
| TOW | TOP OF WALL |
| TW | TOP OF WALL |
| TYP | TYPICAL |
| UON | UNLESS OTHERWISE NOTED |
| URM | UNREINFORCED MASONRY |
| VENT | VENTILATION |
| VERT | VERTICAL |
| VIF | VERIFY IN FIELD |
| W/ | WITH |
| WD | WOOD |
| WF | WIDE FLANGE |
| WHS | NELSON WELDED HEADED STUDS |
| W/O | WITHOUT |
| WP | WATERPROOF OR WORK POINT |
| WT | WEIGHT |
| WTS | NELSON WELDED THREADED STUDS |
| WWF | WELDED WIRE FABRIC |
| WWM | WELDED WIRE MESH |

OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

Revisions

| Delta | Date | Revisions | By |
|---|---|---|---|

STRUCTURAL ENGINEERS
ida-se.com

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REGISTERED PROFESSIONAL ENGINEER JASON M. LEE No. S4980 STRUCTURAL STATE OF CALIFORNIA
Signed on 06-11-2025

HIBSER YAMAUCHI Architects, Inc.
300 – 27th Street
Oakland, CA 94612
510.446.2222 tel | 510.446.2211 fax

HY Architects Project number: 23012

Facility
OAKLAND, CA

Project
OUSD FREMONT HIGH SCHOOL

Sheet Title
GENERAL NOTES CONT. & ABBREVIATIONS

Client Project Number:

Scale:
Drawn By: Author
Checked By: Checker
Issue Date: 06-11-2025
Revit Version: 2023

Sheet
2-S0.01
Sheet of

Autodesk Docs://23012 OUSD Fremont Modernization/OUSD FREMONT HS RET WALLS.rvt
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# CHANGE ORDER REQUEST (Proposed Change Order)

## No. 5

**PROJECT:** Fremont Modernization Project
Fremont High School

**OWNER:** OAKLAND UNIFIED SCHOOL DISTRICT
**CONTRACTOR: CAHILL CONTRACTORS, LLC**
**1111 Broadway, Suite 1340**
**Oakland, CA 94607**

**DATE**: APRIL 10, 2026

**DSA FILE NO**.: 1-H8
**DSA APP NO.: 01-121157**
**OUSD PROJECT #: 22156**
**PROJECT MANAGER: JaQuan Cornish**

Contractor hereby submits this Change Order Request ("COR") pursuant to the contract documents.

DESCRIPTION OF PROPOSED CHANGES IN WORK (specifically refer to attached pages or incorporated documents): **PCO 5 (Cahill PCO 38) Phase I: Permits for Sidewalk Work.** Added cost for City of Oakland permits including Obstruction and Traffic Control permits and PX sidewalk/street work along Foothill Blvd.

OTHER PROPOSED CHANGES TO THE CONTRACT:
_____
_____

PROPOSED ADJUSTMENT TO CONTRACT PRICE: $7,876.18
- If Contractor requests payment from an allowance, please indicate which allowance: _____

PROPOSED ADJUSTMENT TO CONTRACT TIME: 0 calendar days

REASON FOR REQUEST (check one or more):
____ Unforeseen Conditions
_X__ Direction by Government Agency
____ Owner Requested
____ Design Omission
____ Design Error
____ Other: _____

* * * * * * * * * * *

**CERTIFICATION**

I, Megan McDevitt *[name of declarant]*, declare the following:

**Cahill Contractors, LLC** has contracted with **Oakland Unified School District** for the **22156 Fremont Modernization** Contract ("Contract"). **Cahill Contractors, LLC** authorized me to prepare the attached Change Order Request ("COR") or Allowance Expenditure Request ("AER") for money and/or time extension for **Oakland**

**Unified School District** regarding this Contract (such COR or AER being dated **April 10, 2026**, and entitled **PCO 5 (Cahill PCO 38) Phase I: Permits for Sidewalk Work**, and requesting $**7,876.18** and/or **0** additional days), and I prepared the attached COR or AER. I am the most knowledgeable person at **Cahill Contractors, LLC** regarding this COR or AER.

The attached COR or AER complies with all laws applicable to submission of a COR or AER, including but not limited to California Penal Code section 72, Government Code sections 12650 et seq. (False Claims Act), and Business and Professions Code sections 17200 et seq. (Unfair Business Practices Act). I am aware that submission or certification of false claims, or other claims that violate law or the Contract, may lead to fines, imprisonment, and/or other serious legal consequences for myself or **Cahill Contractors, LLC**.

The attached COR or AER does not breach the Contract, is not a false claim, does not violate any applicable law, satisfies all provisions of the Contract applicable to submission of the COR or AER, only contains truthful and accurate supporting data, and only requests money and/or time extensions that accurately reflect the adjustments to money and time for which I believe that **Oakland Unified School District** is responsible under its Contract with **Cahill Contractors, LLC.**

While preparing this declaration and COR or AER, I consulted with others (including attorneys, consultants, or others who work for **Cahill Contractors, LLC** when necessary to ensure that the statements were true and correct.

Contractor understands and agrees that any COR or AER submitted without this certification does not meet the terms of the Contract Documents; that Owner, or Owner's representatives, may reject the COR or AER on that basis; and that unless Contractor properly and timely files the COR or AER with the certification, Contractor cannot further pursue the COR or AER in any forum and all rights to additional money or time for the issues covered by the COR or AER are waived due to a condition precedent not having been satisfied.

I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed April 14, 2026, at Oakland, California.



_____ *[signature]*
Megan McDevitt *[name of declarant]*

319-661/7106498.1

# FREMONT MODERNIZATION

Oakland Unified School District
Job # 22156

# PCO LOG

4/10/2026 2:44 PM

| PCO # | GC PCO # | Description | Cont'r /Sub | Date Received | Proposed Amount | Approved Amount | Date Finalized | Reason Code | Status |
|---|---|---|---|---|---|---|---|---|---|
| 1 | 7 | Phase II: DSA Approved Plan Set Part 2 - Piers & GCs | Cahill / Azul | 09/09/25 | $629,992.00 | $557,442.47 | 11/12/2025 | Agency | Approved |
| 2 | 10 | Phase I: Soil Compaction Issues at Parking Lot | D-Line | 09/25/25 | $182,658.88 | $153,249.53 | 3/24/2026 | Unforeseen | for Approval |
| 3 | 30 | Phase I: Sidewalk Soil Compaction Issues | D-Line | 01/06/26 | $25,614.12 | $24,427.69 | 3/26/2026 | Unforeseen | for Approval |
| 4 | 31 | Phase II: Added Grout Behind Lagging | Azul | 01/14/26 | $19,442.78 | $19,442.78 | 3/26/2026 | Agency | for Approval |
| 5 | 38 | Phase I: Permits for Sidewalk Work | City of Oakland | 02/10/26 | $8,486.59 | $7,876.18 | | Agency | for Approval |
| | 37 | Phase II: RFI 59-59.2 Conflicts with Bioretention Wall Elevations at Driveway | BCI / D-Line | 01/27/26 | $14,515.25 | | | Omissions | in review |
| | 40 | Phase I: RFI 94 Add Section of Curb Under Fence | BCI | 02/10/26 | $7,352.34 | | | Owner | in review |
| | 41 | Phase II: RFI 96 Embed Conflict with Footing Rebar | BCI | 02/10/26 | $6,076.08 | | | Error | in review |
| | 42 | Phase II: RFI 91 Over-Ex & Added Slurry at Footings due to Wet Soil Conditions | BCI / D-Line | 02/10/26 | $5,495.86 | | | Unforeseen | in review |
| | 55 | Phase II: CCD-011A Fire Alarm Changes, Modular Pathway to FACP | Cahill / Tulum | 03/11/26 | $118,415.63 | | | Agency | in review |
| | 57 | Phase II: RFI 40 & CCD-008B Exterior Lighting Changes | Cahill / Tulum | 03/16/26 | $18,271.85 | | | Owner | in review |
| | 58 | Phase II: Dry-Rot Repairs at Auditorium Bldg Entrance | Cahill / Various | 03/23/26 | $304,171.68 | | | Unforeseen | in review |
| | | | | | | | | | |

| | |
|---|---|
| Preconstruction Contract Price: | $200,000.00 |
| Total Contract Price: | $10,922,885.00 |
| Total Proposed: | $1,340,493.06 |
| Total Approved: | $762,438.65 |
| Total Contract with Approved Changes: | $11,685,323.65 |
| CO Percentage of Base Contract: | 6.98% |

Notes: *Sent to Consultants: C=Civil/ S=Struct./M=Mech./E=Elec./ L=Lands./D=District/SC=SchooF=Fire/R=Roofing **Email is standard. F = Faxed ***Remarks: UC - Unforeseen Condition / DRC - District Requested Change / AC - Agency Change

PCO # 038

02/10/2026

OAKLAND UNIFIED SCHOOL DISTRICT
955 HIGH STREET
OAKLAND, California, 94601

**Re:** PCO #038 Revision 0 - CE #026 - PH1 Permits for Sidewalk work
**Job:** 0583-01 **/** OUSD FREMONT - BLDG A MODERNIZATION & NEW PARKING LOT

Enclosed please find **Potential Change Order #038** in the amount of $8,486.59 for:

CE #026 - PH1 Permits for Sidewalk Work
This PCO includes city fees for the Obstruction and Traffic Control Permits for the Px sidewalk/street work along Foothill Ave.

| PCO Item | Description | | Cost |
|---|---|---|---|
| 1 | City of Oakland Fees for TCP & Obstruction Permits for Sidewalk/Street work | | $7,876.18 |
| | | Subtotal | $7,876.18 |
| | | Insurance (1.35%): | $106.33 |
| | | Builders Risk (1.40%): | $110.27 |
| | | SDI (0.50%): | $0.00 |
| | | Bond (0.62%): | $48.83 |
| | | Oakland GRT (0.38%): | $29.93 |
| | | Fee (4.00%): | $315.05 |
| | | Total: | $8,486.59 |

This pricing is valid for 30 days. This PCO includes a schedule extension of 0 days. We reserve the right to a contract time extension should the work contained in this PCO impact the overall project schedule.

Please sign below to approve and return to our office. Upon your signature, we will execute the appropriate subcontract adjustments and include this in a forthcoming Prime Contract Change Order to cover this added scope. If at any time contingency funds are used to pay for additional work, Cahill reserves the right to request a change order at a later date if it becomes apparent that contingency funds are needed elsewhere. Please call if you have any questions.

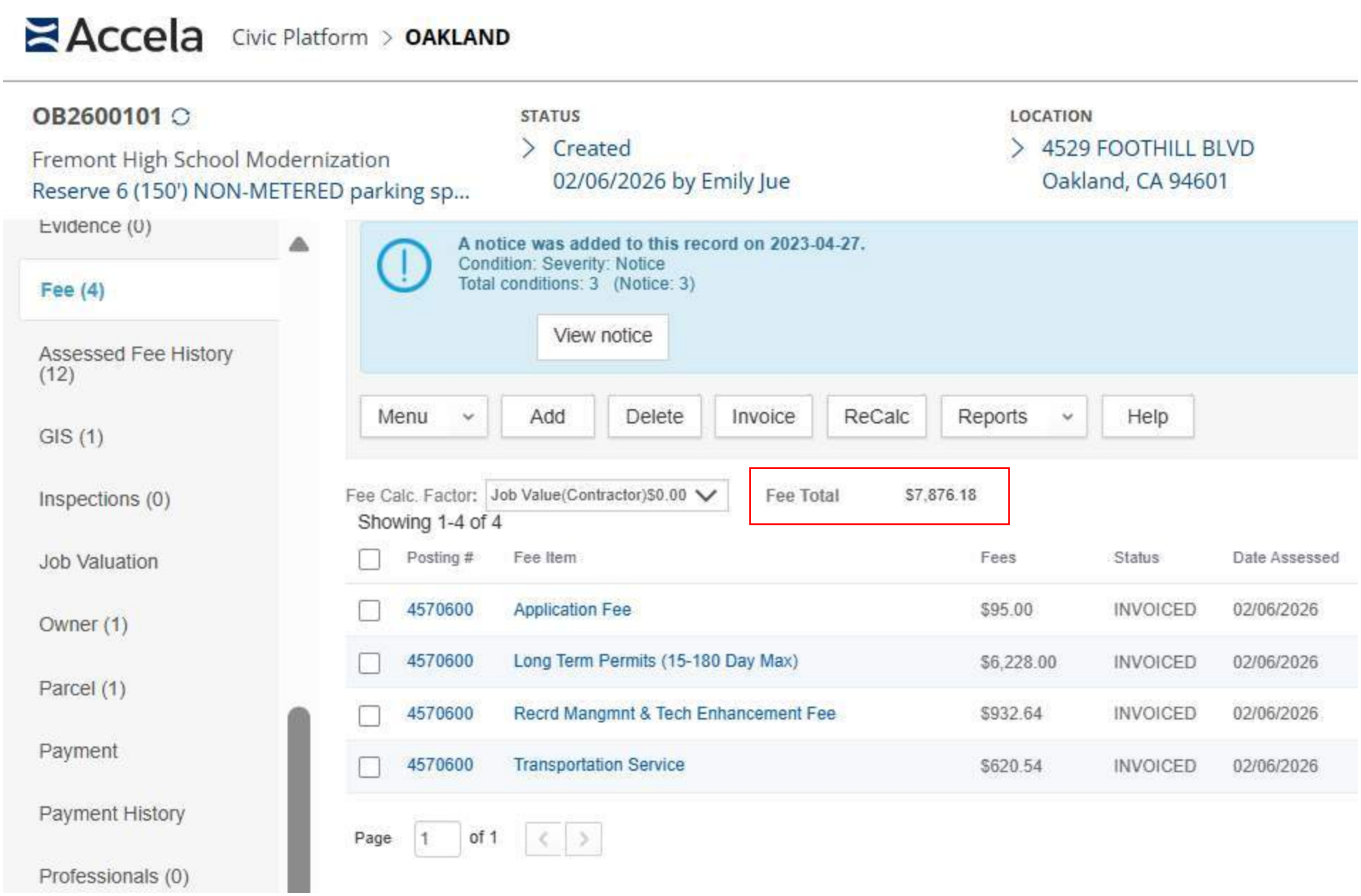
**Very truly yours,**
Cahill Contractors LLC



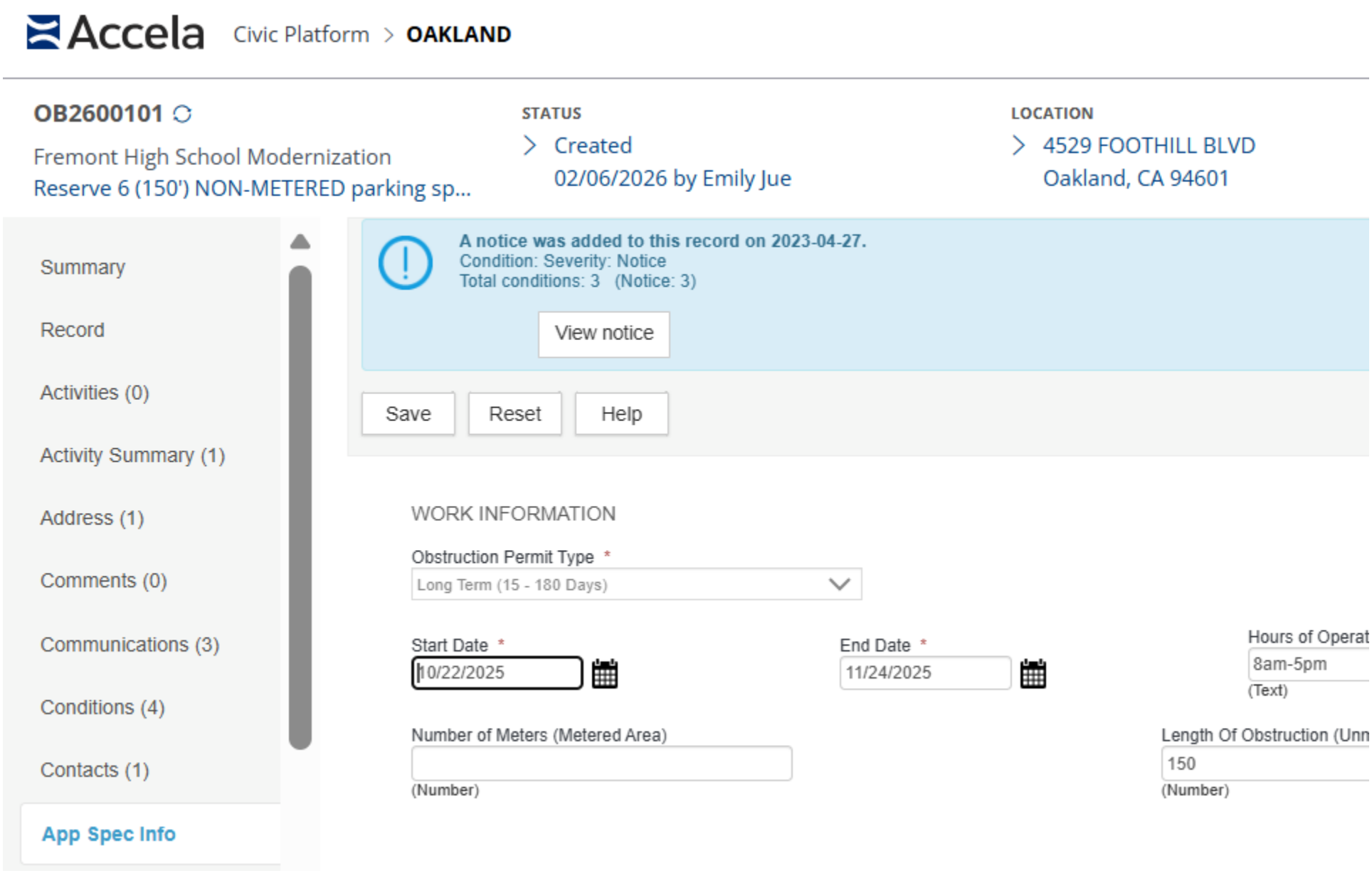
Megan McDevitt 02/10/2026

**Accepted by:**
OAKLAND UNIFIED SCHOOL DISTRICT

Date




Obstruction details (see attached):




Sincerely,

Emily Jue
DOT Online Permits | Department of Transportation – Engineering Services

# Obstruction Permit Rates

## SHORT TERM NON METERED (14 Days or less)

| | 25' | 50' | 75' | 100' | 125' | 150' | 175' | 200' | 225' | 250' | 275' | 300' | 325' | 350' | 375' | 400' |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 |
| 1 Day | $128.52 | $148.03 | $167.54 | $187.04 | $206.55 | $226.06 | $245.57 | $265.07 | $284.58 | $304.09 | $323.60 | $343.10 | $362.61 | $382.12 | $401.63 | $421.13 |
| 2 Days | $148.03 | $187.04 | $226.06 | $265.07 | $304.09 | $343.10 | $382.12 | $421.13 | $460.15 | $499.16 | $538.18 | $577.19 | $616.21 | $655.22 | $694.24 | $733.25 |
| 3 Days | $167.54 | $226.06 | $284.58 | $343.10 | $401.63 | $460.15 | $518.67 | $577.19 | $635.72 | $694.24 | $752.76 | $811.28 | $869.81 | $928.33 | $986.85 | $1,045.37 |
| 4 Days | $187.04 | $265.07 | $343.10 | $421.13 | $499.16 | $577.19 | $655.22 | $733.25 | $811.28 | $889.31 | $967.34 | $1,045.37 | $1,123.40 | $1,201.43 | $1,279.46 | $1,357.49 |
| 5 Days | $206.55 | $304.09 | $401.63 | $499.16 | $596.70 | $694.24 | $791.78 | $889.31 | $986.85 | $1,084.39 | $1,181.93 | $1,279.46 | $1,377.00 | $1,474.54 | $1,572.08 | $1,669.61 |
| 6 Days | $226.06 | $343.10 | $460.15 | $577.19 | $694.24 | $811.28 | $928.33 | $1,045.37 | $1,162.42 | $1,279.46 | $1,396.51 | $1,513.55 | $1,630.60 | $1,747.64 | $1,864.69 | $1,981.73 |
| 7 Days | $245.57 | $382.12 | $518.67 | $655.22 | $791.78 | $928.33 | $1,064.88 | $1,201.43 | $1,337.99 | $1,474.54 | $1,611.09 | $1,747.64 | $1,884.20 | $2,020.75 | $2,157.30 | $2,293.85 |
| 8 Days | $265.07 | $421.13 | $577.19 | $733.25 | $889.31 | $1,045.37 | $1,201.43 | $1,357.49 | $1,513.55 | $1,669.61 | $1,825.67 | $1,981.73 | $2,137.79 | $2,293.85 | $2,449.91 | $2,605.97 |
| 9 Days | $284.58 | $460.15 | $635.72 | $811.28 | $986.85 | $1,162.42 | $1,337.99 | $1,513.55 | $1,689.12 | $1,864.69 | $2,040.26 | $2,215.82 | $2,391.39 | $2,566.96 | $2,742.53 | $2,918.09 |
| 10 Days | $304.09 | $499.16 | $694.24 | $889.31 | $1,084.39 | $1,279.46 | $1,474.54 | $1,669.61 | $1,864.69 | $2,059.76 | $2,254.84 | $2,449.91 | $2,644.99 | $2,840.06 | $3,035.14 | $3,230.21 |
| 11 Days | $323.60 | $538.18 | $752.76 | $967.34 | $1,181.93 | $1,396.51 | $1,611.09 | $1,825.67 | $2,040.26 | $2,254.84 | $2,469.42 | $2,684.00 | $2,898.59 | $3,113.17 | $3,327.75 | $3,542.33 |
| 12 Days | $343.10 | $577.19 | $811.28 | $1,045.37 | $1,279.46 | $1,513.55 | $1,747.64 | $1,981.73 | $2,215.82 | $2,449.91 | $2,684.00 | $2,918.09 | $3,152.18 | $3,386.27 | $3,620.36 | $3,854.45 |
| 13 Days | $362.61 | $616.21 | $869.81 | $1,123.40 | $1,377.00 | $1,630.60 | $1,884.20 | $2,137.79 | $2,391.39 | $2,644.99 | $2,898.59 | $3,152.18 | $3,405.78 | $3,659.38 | $3,912.98 | $4,166.57 |
| 14 Days | $382.12 | $655.22 | $928.33 | $1,201.43 | $1,474.54 | $1,747.64 | $2,020.75 | $2,293.85 | $2,566.96 | $2,840.06 | $3,113.17 | $3,386.27 | $3,659.38 | $3,932.48 | $4,205.59 | $4,478.69 |

## LONG TERM NON METERED

| | 25' | 50' | 75' | 100' | 125' | 150' | 175' | 200' | 225' | 250' | 275' | 300' | 325' | 350' | 375' | 400' |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 |
| 30 Days | $704.57 | $1,300.12 | $1,895.67 | $2,491.22 | $3,086.78 | $3,682.33 | $4,277.88 | $4,873.43 | $5,468.99 | $6,064.54 | $6,660.09 | $7,255.64 | $7,851.20 | $8,446.75 | $9,042.30 | $9,637.85 |
| 60 Days | $1,300.12 | $2,491.22 | $3,682.33 | $4,873.43 | $6,064.54 | $7,255.64 | $8,446.75 | $9,637.85 | $10,828.96 | $12,020.06 | $13,211.17 | $14,402.27 | $15,593.38 | $16,784.48 | $17,975.59 | $19,166.69 |
| 90 Days | $1,895.67 | $3,682.33 | $5,468.99 | $7,255.64 | $9,042.30 | $10,828.96 | $12,615.62 | $14,402.27 | $16,188.93 | $17,975.59 | $19,762.25 | $21,548.90 | $23,335.56 | $25,122.22 | $26,908.88 | $28,695.53 |
| 120 Days | $2,491.22 | $4,873.43 | $7,255.64 | $9,637.85 | $12,020.06 | $14,402.27 | $16,784.48 | $19,166.69 | $21,548.90 | $23,931.11 | $26,313.32 | $28,695.53 | $31,077.74 | $33,459.95 | $35,842.16 | $38,224.37 |
| 150 Days | $3,086.78 | $6,064.54 | $9,042.30 | $12,020.06 | $14,997.83 | $17,975.59 | $20,953.35 | $23,931.11 | $26,908.88 | $29,886.64 | $32,864.40 | $35,842.16 | $38,819.93 | $41,797.69 | $44,775.45 | $47,753.21 |
| 180 Days | $3,682.33 | $7,255.64 | $10,828.96 | $14,402.27 | $17,975.59 | $21,548.90 | $25,122.22 | $28,695.53 | $32,268.85 | $35,842.16 | $39,415.48 | $42,988.79 | $46,562.11 | $50,135.42 | $53,708.74 | $57,282.05 |

## SHORT TERM METERED (14 Days or less)

| | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 1 Day | $149.18 | $189.34 | $229.50 | $269.66 | $309.83 | $349.99 | $390.15 | $430.31 | $470.48 | $510.64 | $550.80 | $590.96 | $631.13 | $671.29 | $711.45 | $751.61 |
| 2 Days | $189.34 | $269.66 | $349.99 | $430.31 | $510.64 | $590.96 | $671.29 | $751.61 | $831.94 | $912.26 | $992.59 | $1,072.91 | $1,153.24 | $1,233.56 | $1,313.89 | $1,394.21 |
| 3 Days | $229.50 | $349.99 | $470.48 | $590.96 | $711.45 | $831.94 | $952.43 | $1,072.91 | $1,193.40 | $1,313.89 | $1,434.38 | $1,554.86 | $1,675.35 | $1,795.84 | $1,916.33 | $2,036.81 |
| 4 Days | $269.66 | $430.31 | $590.96 | $751.61 | $912.26 | $1,072.91 | $1,233.56 | $1,394.21 | $1,554.86 | $1,715.51 | $1,876.16 | $2,036.81 | $2,197.46 | $2,358.11 | $2,518.76 | $2,679.41 |
| 5 Days | $309.83 | $510.64 | $711.45 | $912.26 | $1,113.08 | $1,313.89 | $1,514.70 | $1,715.51 | $1,916.33 | $2,117.14 | $2,317.95 | $2,518.76 | $2,719.58 | $2,920.39 | $3,121.20 | $3,322.01 |
| 6 Days | $349.99 | $590.96 | $831.94 | $1,072.91 | $1,313.89 | $1,554.86 | $1,795.84 | $2,036.81 | $2,277.79 | $2,518.76 | $2,759.74 | $3,000.71 | $3,241.69 | $3,482.66 | $3,723.64 | $3,964.61 |
| 7 Days | $390.15 | $671.29 | $952.43 | $1,233.56 | $1,514.70 | $1,795.84 | $2,076.98 | $2,358.11 | $2,639.25 | $2,920.39 | $3,201.53 | $3,482.66 | $3,763.80 | $4,044.94 | $4,326.08 | $4,607.21 |
| 8 Days | $430.31 | $751.61 | $1,072.91 | $1,394.21 | $1,715.51 | $2,036.81 | $2,358.11 | $2,679.41 | $3,000.71 | $3,322.01 | $3,643.31 | $3,964.61 | $4,285.91 | $4,607.21 | $4,928.51 | $5,249.81 |
| 9 Days | $470.48 | $831.94 | $1,193.40 | $1,554.86 | $1,916.33 | $2,277.79 | $2,639.25 | $3,000.71 | $3,362.18 | $3,723.64 | $4,085.10 | $4,446.56 | $4,808.03 | $5,169.49 | $5,530.95 | $5,892.41 |
| 10 Days | $510.64 | $912.26 | $1,313.89 | $1,715.51 | $2,117.14 | $2,518.76 | $2,920.39 | $3,322.01 | $3,723.64 | $4,125.26 | $4,526.89 | $4,928.51 | $5,330.14 | $5,731.76 | $6,133.39 | $6,535.01 |
| 11 Days | $550.80 | $992.59 | $1,434.38 | $1,876.16 | $2,317.95 | $2,759.74 | $3,201.53 | $3,643.31 | $4,085.10 | $4,526.89 | $4,968.68 | $5,410.46 | $5,852.25 | $6,294.04 | $6,735.83 | $7,177.61 |
| 12 Days | $590.96 | $1,072.91 | $1,554.86 | $2,036.81 | $2,518.76 | $3,000.71 | $3,482.66 | $3,964.61 | $4,446.56 | $4,928.51 | $5,410.46 | $5,892.41 | $6,374.36 | $6,856.31 | $7,338.26 | $7,820.21 |
| 13 Days | $631.13 | $1,153.24 | $1,675.35 | $2,197.46 | $2,719.58 | $3,241.69 | $3,763.80 | $4,285.91 | $4,808.03 | $5,330.14 | $5,852.25 | $6,374.36 | $6,896.48 | $7,418.59 | $7,940.70 | $8,462.81 |
| 14 Days | $671.29 | $1,233.56 | $1,795.84 | $2,358.11 | $2,920.39 | $3,482.66 | $4,044.94 | $4,607.21 | $5,169.49 | $5,731.76 | $6,294.04 | $6,856.31 | $7,418.59 | $7,980.86 | $8,543.14 | $9,105.41 |

## LONG TERM METERED

| | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 30 Days | $1,298.97 | $2,488.93 | $3,678.89 | $4,868.84 | $6,058.80 | $7,248.76 | $8,438.72 | $9,628.67 | $10,818.63 | $12,008.59 | $13,198.55 | $14,388.50 | $15,578.46 | $16,768.42 | $17,958.38 | $19,148.33 |
| 60 Days | $2,488.93 | $4,868.84 | $7,248.76 | $9,628.67 | $12,008.59 | $14,388.50 | $16,768.42 | $19,148.33 | $21,528.25 | $23,908.16 | $26,288.08 | $28,667.99 | $31,047.91 | $33,427.82 | $35,807.74 | $38,187.65 |
| 90 Days | $3,678.89 | $7,248.76 | $10,818.63 | $14,388.50 | $17,958.38 | $21,528.25 | $25,098.12 | $28,667.99 | $32,237.87 | $35,807.74 | $39,377.61 | $42,947.48 | $46,517.36 | $50,087.23 | $53,657.10 | $57,226.97 |
| 120 Days | $4,868.84 | $9,628.67 | $14,388.50 | $19,148.33 | $23,908.16 | $28,667.99 | $33,427.82 | $38,187.65 | $42,947.48 | $47,707.31 | $52,467.14 | $57,226.97 | $61,986.80 | $66,746.63 | $71,506.46 | $76,266.29 |
| 150 Days | $6,058.80 | $12,008.59 | $17,958.38 | $23,908.16 | $29,857.95 | $35,807.74 | $41,757.53 | $47,707.31 | $53,657.10 | $59,606.89 | $65,556.68 | $71,506.46 | $77,456.25 | $83,406.04 | $89,355.83 | $95,305.61 |
| 180 Days | $7,248.76 | $14,388.50 | $21,528.25 | $28,667.99 | $35,807.74 | $42,947.48 | $50,087.23 | $57,226.97 | $64,366.72 | $71,506.46 | $78,646.21 | $85,785.95 | $92,925.70 | $100,065.44 | $107,205.19 | $114,344.93 |

OUSD

Christina Stone (Consultant) <christina.stone@ousd.org>

# [EXTERNAL] PX2400005- OUSD Fremont High - 4529 Foothill Blvd - Paving restoration

2 messages

**Megan McDevitt** <mMcdevitt@cahill-sf.com>
To: "Jaquan Cornish (jaquan.cornish@ousd.org)" <jaquan.cornish@ousd.org>, "Christina Stone (Consultant)" <christina.stone@ousd.org>

FYI – The City PX inspector expanded the bounds of the grind/pave by a few feet, and added a little bit of extra striping. This is very typical. I will work with D-line on any added costs for the a

He gave us some exact dimensions today.

**Megan McDevitt**

*Senior Project Manager*

CAHILL

**C** (415) 604-8969 | cahill-sf.com

---

**From:** Yslas, Erik J <EYslas@oaklandca.gov>
**Sent:** Wednesday, December 10, 2025 11:21 AM
**To:** Christobal Mendez <cMendez@cahill-sf.com>; Will Nethercutt <wNethercutt@cahill-sf.com>; Jose Casillas <josec@dlineconstructors.com>
**Cc:** Diego Baron <dbaron@cahill-sf.com>; Megan McDevitt <mMcdevitt@cahill-sf.com>; Abran Rivera <abranr@dlineconstructors.com>; Mallari, Raymond <RMallari@oaklandc
**Subject:** PX2400005- OUSD Fremont High - 4529 Foothill Blvd - Paving resto
**Importance:** High

All,

Everything in red should be 2” grind and overlay. Everything in purple to be restriped. I walked the site with Chris and explained everything to him and paul.




PTO: Dec 20th thru Dec29th & Jan 29th thru Feb 2nd, 2026

***Erik Yslas***

***Senior Construction Inspector***

OakDOT - Right of way Management Division

CITY OF OAKLAND

250 Frank Ogawa Plaza, Suite 4314

Oakland, CA 94612

**(510) 238-2115**

PX Inspection: Oakland DOT | Search Project

Utility Inspection: http://oaklanddot.com/scheduling_portal.html

CGS Inspection Oakland DOT | Search Project

PSL Inspection request w/PWA: https://citygovapp.com/app/opwirprod.htm

Reference_Sanitary-Sewer-Design-Standards-2008.pdf (cao-94612.s3.amazonaws.com)

Signed-Excavation-rules.pdf (cao-94612.s3.amazonaws.com)

Click here for City Standard Details

City-of-Oakland-Design-Standards.pdf (cao-94612.s3.amazonaws.com)

Accela Citizen Access

Permit Questions please email:

DOTonlinepermits@oaklandca.gov

http://www.oaklandca.gov/topics/engineering-services

If you have a question or would like to meet with a member of DOT, please schedule an appointment here.

---

**From:** Megan McDevitt <mMcdevitt@cahill-sf.com>
**Sent:** Tuesday, November 11, 2025 7:12 AM
**To:** Yslas, Erik J <EYslas@oaklandca.gov>
**Cc:** Diego Baron <dbaron@cahill-sf.com>; Will Nethercutt <wNethercutt@cahill-sf.com>; Christobal Mendez <cMendez@cahill-sf.com>
**Subject:** RE: PX2400005- OUSD Fremont High - 4529 Foothill Blvd - Permit Approval

Erik,

How do we track record of your inspections? Is there a job card or is it all electronically?

Thank you,

**Megan McDevitt**

*Senior Project Manager*

CAHILL

**C** (415) 604-8969 | cahill-sf.com

---

**Jaquan Cornish** <jaquan.cornish@ousd.org> Thu, Dec 11, 2025 at 12:35 PM
To: Megan McDevitt <mMcdevitt@cahill-sf.com>
Cc: "Christina Stone (Consultant)" <christina.stone@ousd.org>, David Colbert <david.colbert2@ousd.org>, Sele Nadel-Hayes <sele.nadelhayes@ousd.org>

Hi Megan,

Thanks for keeping us in the loop. Including our directors just for visibility on the City's request.

Thanks,
[Quoted text hidden]
--
***JaQuan Cornish***
*Project Manager*
*Facilities Planning & Management*
*Every Student Thrives!*

# CHANGE ORDER REQUEST (Proposed Change Order)

## No. 6

**PROJECT:** Fremont Modernization Project
Fremont High School

**OWNER:** OAKLAND UNIFIED SCHOOL DISTRICT
**CONTRACTOR: CAHILL CONTRACTORS, LLC**
**1111 Broadway, Suite 1340**
**Oakland, CA 94607**

**DATE**: APRIL 10, 2026

**DSA FILE NO**.: 1-H8
**DSA APP NO.: 01-121157**
**OUSD PROJECT #: 22156**
**PROJECT MANAGER: JaQuan Cornish**

Contractor hereby submits this Change Order Request ("COR") pursuant to the contract documents.

DESCRIPTION OF PROPOSED CHANGES IN WORK (specifically refer to attached pages or incorporated documents): **PCO 6 (Cahill PCO 40) Phase I: RFI 94 Add Section of Curb Under Fence.** Per RFI 94 and district request, (2) new curbs to added to parking lot on Foothill Blvd due to security concerns. Added cost includes excavation and pouring (2) cast in place curbs.

OTHER PROPOSED CHANGES TO THE CONTRACT:
_____
_____

PROPOSED ADJUSTMENT TO CONTRACT PRICE: $7,352.34
- If Contractor requests payment from an allowance, please indicate which allowance: _____

PROPOSED ADJUSTMENT TO CONTRACT TIME: 0 calendar days

REASON FOR REQUEST (check one or more):
____ Unforeseen Conditions
____ Direction by Government Agency
_X__ Owner Requested
____ Design Omission
____ Design Error
____ Other: _____

* * * * * * * * * * * *

**CERTIFICATION**

I, Megan McDevitt *[name of declarant]*, declare the following:

**Cahill Contractors, LLC** has contracted with **Oakland Unified School District** for the **22156 Fremont Modernization** Contract ("Contract"). **Cahill Contractors, LLC** authorized me to prepare the attached Change

Order Request ("COR") or Allowance Expenditure Request ("AER") for money and/or time extension for **Oakland Unified School District** regarding this Contract (such COR or AER being dated **April 10, 2026**, and entitled **PCO 6 (Cahill PCO 40) Phase I: RFI 94 Add Section of Curb Under Fence**, and requesting $**7,352.34** and/or **0** additional days), and I prepared the attached COR or AER. I am the most knowledgeable person at **Cahill Contractors, LLC** regarding this COR or AER.

The attached COR or AER complies with all laws applicable to submission of a COR or AER, including but not limited to California Penal Code section 72, Government Code sections 12650 et seq. (False Claims Act), and Business and Professions Code sections 17200 et seq. (Unfair Business Practices Act). I am aware that submission or certification of false claims, or other claims that violate law or the Contract, may lead to fines, imprisonment, and/or other serious legal consequences for myself or **Cahill Contractors, LLC**.

The attached COR or AER does not breach the Contract, is not a false claim, does not violate any applicable law, satisfies all provisions of the Contract applicable to submission of the COR or AER, only contains truthful and accurate supporting data, and only requests money and/or time extensions that accurately reflect the adjustments to money and time for which I believe that **Oakland Unified School District** is responsible under its Contract with **Cahill Contractors, LLC.**

While preparing this declaration and COR or AER, I consulted with others (including attorneys, consultants, or others who work for **Cahill Contractors, LLC** when necessary to ensure that the statements were true and correct.

Contractor understands and agrees that any COR or AER submitted without this certification does not meet the terms of the Contract Documents; that Owner, or Owner's representatives, may reject the COR or AER on that basis; and that unless Contractor properly and timely files the COR or AER with the certification, Contractor cannot further pursue the COR or AER in any forum and all rights to additional money or time for the issues covered by the COR or AER are waived due to a condition precedent not having been satisfied.

I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed April 14, 2026, at Oakland, California.



_____ *[signature]*

Megan McDevitt *[name of declarant]*

319-661/7106498.1

# FREMONT MODERNIZATION

Oakland Unified School District
Job # 22156

# PCO LOG

4/10/2026 3:07 PM

| PCO # | GC PCO # | Description | Cont'r /Sub | Date Received | Proposed Amount | Approved Amount | Date Finalized | Reason Code | Status |
|---|---|---|---|---|---|---|---|---|---|
| 1 | 7 | Phase II: DSA Approved Plan Set Part 2 - Piers & GCs | Cahill / Azul | 09/09/25 | $629,992.00 | $557,442.47 | 11/12/2025 | Agency | Approved |
| 2 | 10 | Phase I: Soil Compaction Issues at Parking Lot | D-Line | 09/25/25 | $182,658.88 | $153,249.53 | 3/24/2026 | Unforeseen | for Approval |
| 3 | 30 | Phase I: Sidewalk Soil Compaction Issues | D-Line | 01/06/26 | $25,614.12 | $24,427.69 | 3/26/2026 | Unforeseen | for Approval |
| 4 | 31 | Phase II: Added Grout Behind Lagging | Azul | 01/14/26 | $19,442.78 | $19,442.78 | 3/26/2026 | Agency | for Approval |
| 5 | 38 | Phase I: Permits for Sidewalk Work | City of Oakland | 02/10/26 | $8,486.59 | $7,876.18 | | Agency | for Approval |
| 6 | 40 | Phase I: RFI 94 Add Section of Curb Under Fence | BCI | 02/10/26 | $7,352.34 | $7,352.24 | | Owner | for Approval |
| | 37 | Phase II: RFI 59-59.2 Conflicts with Bioretention Wall Elevations at Driveway | BCI / D-Line | 01/27/26 | $14,515.25 | | | Omissions | in review |
| | 41 | Phase II: RFI 96 Embed Conflict with Footing Rebar | BCI | 02/10/26 | $6,076.08 | | | Error | in review |
| | 42 | Phase II: RFI 91 Over-Ex & Added Slurry at Footings due to Wet Soil Conditions | BCI / D-Line | 02/10/26 | $5,495.86 | | | Unforeseen | in review |
| | 55 | Phase II: CCD-011A Fire Alarm Changes, Modular Pathway to FACP | Cahill / Tulum | 03/11/26 | $118,415.63 | | | Agency | in review |
| | 57 | Phase II: RFI 40 & CCD-008B Exterior Lighting Changes | Cahill / Tulum | 03/16/26 | $18,271.85 | | | Owner | in review |
| | 58 | Phase II: Dry-Rot Repairs at Auditorium Bldg Entrance | Cahill / Various | 03/23/26 | $304,171.68 | | | Unforeseen | in review |
| | | | | | | | | | |

| | |
|---|---|
| Preconstruction Contract Price: | $200,000.00 |
| Total Contract Price: | $10,922,885.00 |
| Total Proposed: | $1,340,493.06 |
| Total Approved: | $769,790.89 |
| Total Contract with Approved Changes: | $11,692,675.89 |
| CO Percentage of Base Contract: | 7.05% |

Notes: *Sent to Consultants: C=Civil/ S=Struct./M=Mech./E=Elec./ L=Lands./D=District/SC=SchooF=Fire/R=Roofing **Email is standard. F = Faxed ***Remarks: UC - Unforeseen Condition / DRC - District Requested Change / AC - Agency Change

PCO # 040

02/10/2026

OAKLAND UNIFIED SCHOOL DISTRICT
955 HIGH STREET
OAKLAND, California, 94601

**Re:** PCO #040 Revision 0 - CE #102 - PH1 RFI 094 - Add Concrete Curbs
**Job:** 0583-01 **/** OUSD FREMONT - BLDG A MODERNIZATION & NEW PARKING LOT

Enclosed please find **Potential Change Order #040** in the amount of $7,352.34 for:

CE #102 - PH1 RFI 094 - Add Section of Curb under Fence
This PCO includes costs to excavate for and cast in place (2) new curbs at the Parking Lot per RFI 094.

| PCO Item | Description | | Cost |
|---|---|---|---|
| 1 | BCI COR 020rev1 - RFI 094 - Add Curb s at 2 locations at Parking lot, includes hand digging | | $6,792.00 |
| | | Subtotal | $6,792.00 |
| | | Insurance (1.35%): | $91.69 |
| | | Builders Risk (1.40%): | $95.09 |
| | | SDI (0.50%): | $33.96 |
| | | Bond (0.62%): | $42.11 |
| | | Oakland GRT (0.38%): | $25.81 |
| | | Fee (4.00%): | $271.68 |
| | | Total: | $7,352.34 |

This pricing is valid for 30 days. This PCO includes a schedule extension of 0 days. We reserve the right to a contract time extension should the work contained in this PCO impact the overall project schedule.

Please sign below to approve and return to our office. Upon your signature, we will execute the appropriate subcontract adjustments and include this in a forthcoming Prime Contract Change Order to cover this added scope. If at any time contingency funds are used to pay for additional work, Cahill reserves the right to request a change order at a later date if it becomes apparent that contingency funds are needed elsewhere. Please call if you have any questions.

**Very truly yours,**
Cahill Contractors LLC



Megan McDevitt 02/10/2026

**Accepted by:**
OAKLAND UNIFIED SCHOOL DISTRICT

Date

| | |
|---|---|
| **Job:** | OUSD Fremont High School |
| **Address:** | 4610 Foothill Blvd, Oakland CA |
| **GC:** | Cahill |
| **Contact:** | Megan McDevitt |
| **Phone #:** | 415-604-8969 |
| **Fax #:** | mMcdevitt@cahill-sf.com |

**Date:** 1/22/2026

**PCO No:** 20 Rev 1

**Description:** RFI 94 Phase 1 added curbs in parking lot under fencing.

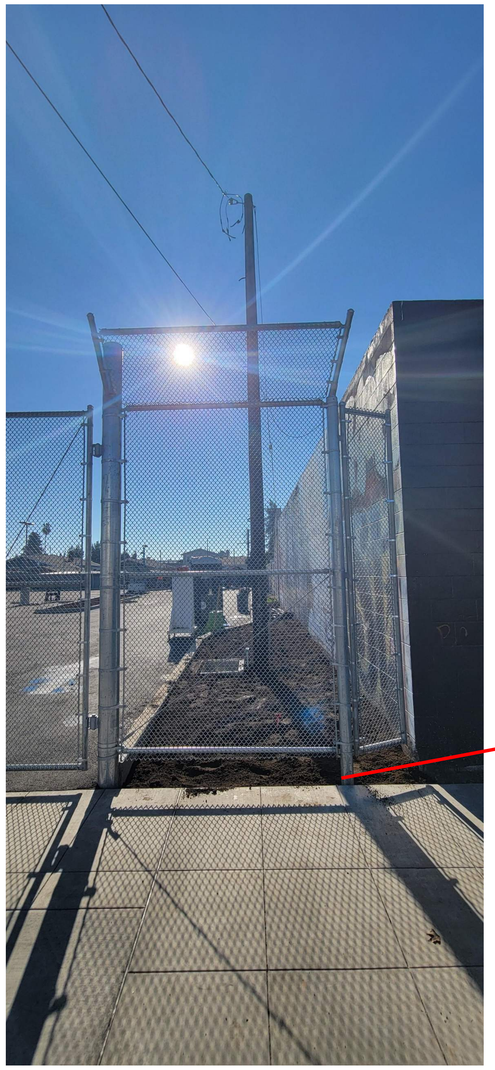
| Code | Item Description | Quantity | Labor HRS Total | Labor Rate | Material Total | Labor Total | Equipment Total | Concrete Total | Sub-Tier Total | GRAND TOTAL |
|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | CHANGE ORDER PRICE TOTALS | | | | | |
| | Setup | 44 lf | 16 | 120.84 | 97 | 1,933 | - | - | - | 2,031 |
| | Pour | 44 lf | 24 | 88.53 | - | 2,125 | - | 430 | - | 2,554 |
| | Hand Ex Curb Toe | 44 lf | 16 | 80.97 | - | 1,296 | - | - | - | 1,296 |
| | **Staking by others** | | - | | - | - | - | - | - | - |
| | | | - | | - | - | - | - | - | - |
| | | | | | 97 | 5,354 | - | 430 | - | 5,881 |
| | | | | | **Subtotal** | | | | | 5,881 |
| | | | | | **OH&P** | | 10% | | | 588 |
| | | | | | **Sub-Tier Subtotal** | | | | | - |
| | | | | | **Sub-Tier OH&P** | | 5% | | | - |
| | | | | | **Total** | | | | | **6,469** |

with LF 5% = $6,792

RFI 94 - Phase 1
1/14/26
SK-01

IF THIS SHEET IS NOT 30"x42" , IT IS A REDUCED PRINT SCALE ACCORDINGLY

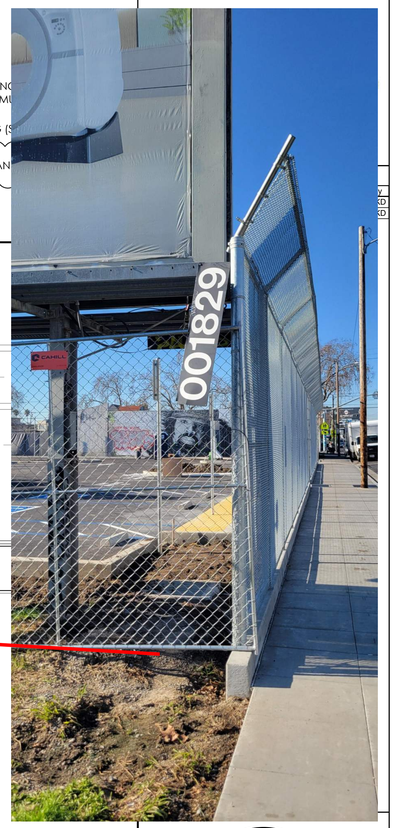
1/16" = 1'-0" | 1/8" = 1'-0" | 1/4" = 1'-0" | 1/2" = 1'-0" | 3/4" = 1'-0" | 1" = 1'-0" | 1 1/2" = 1'-0" | 3" = 1'-0"

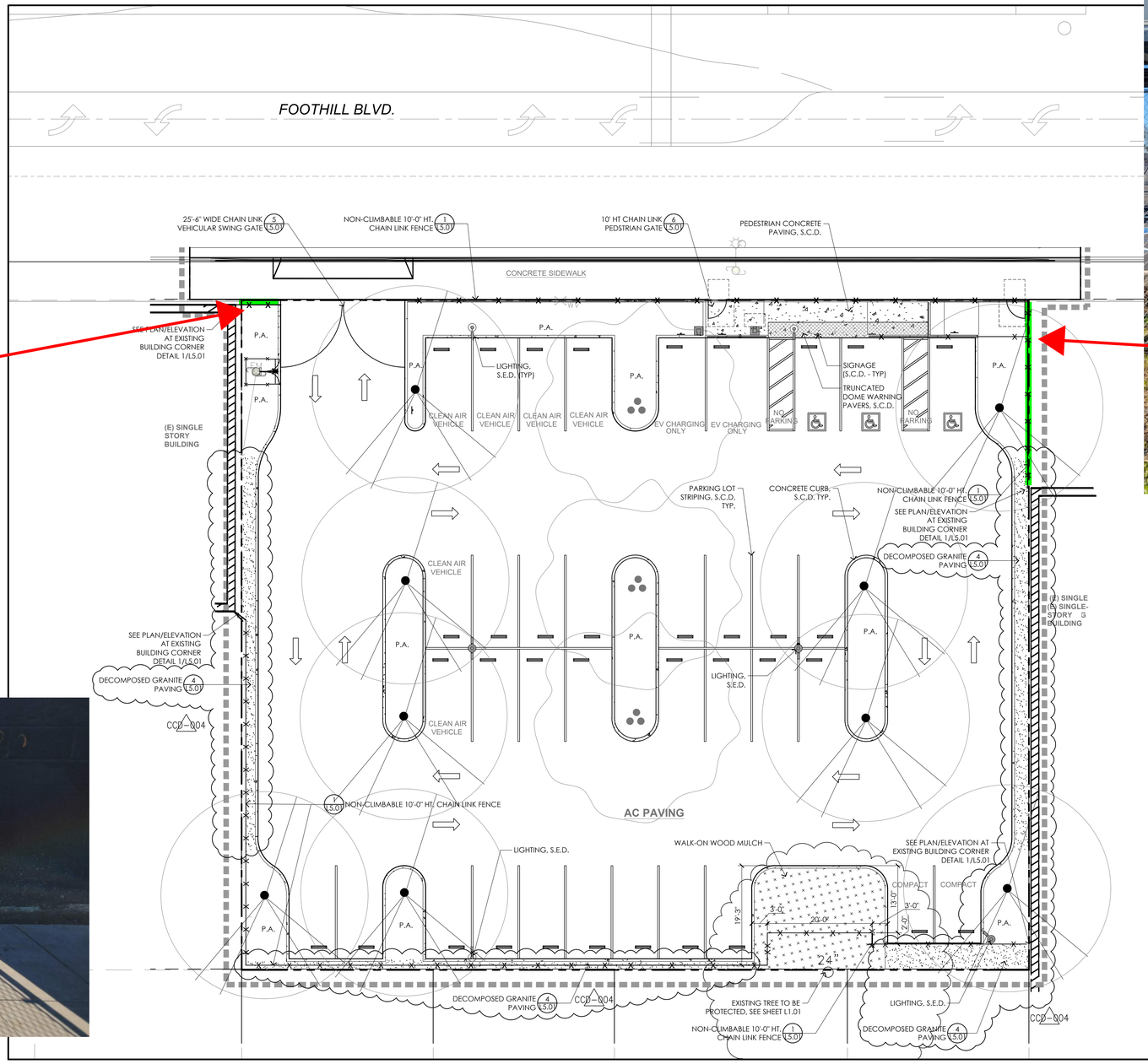




LEGEND

- EXISTING TREE
- PROPOSED TREE
- P.A. — PLANTING AREA
- MULCH (ALL PLANTING AREAS TO RECEIVE MU
- CONCRETE PAVING (S
- DECOMPOSED GRAN




1 PARKING LOT LAYOUT PLAN
SCALE: 1" = 10'-0"

PLAN NORTH | TRUE NORTH

1" = 10'-0" (0, 10, 20, 30)

LICENSED LANDSCAPE ARCHITECT — AMY C CUPPLES — 4488 — 8/31/2027 — STATE OF CALIFORNIA

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C|K designs
Landscape Architecture
Site Planning
Urban Design
1970 Broadway, Suite 800
Oakland, CA 94612
510 451 9987 | studioCKD.com

HY HIBSER YAMAUCHI Architects, Inc.
300 – 27th Street
Oakland, CA 94612
510.446.2222 tel | 510.446.2211 fax

HY Architects Project number: 5983

Facility
FREMONT HIGH SCHOOL
4610 & 4529 FOOTHILL BLVD
OAKLAND, CA 94601

Project
MODERNIZATION &
NEW PARKING LOT

Sheet Title
LANDSCAPE LAYOUT

Client Project Number: #13158

Scale: 1" = 10'-0"
Drawn By: SD
Checked By: AC
Issue Date: 08/31/2023
Revit Version: 2023

Sheet
L4.01
Sheet 3 of 8

**Cahill Contractors LLC**
425 California Street, Suite 2200
San Francisco, California 94104
P: (415) 986-0600

**Project: 0583-01 OUSD FREMONT - BLDG A MODERNIZATION & NEW PARKING LOT**
4610 Foothill Blvd / 4529 Foothill Blvd
Oakland, California 94601

# RFI #94-Phase1: Closure to Gap Under Fence at Parking Lot

| | | | |
|---|---|---|---|
| **Revision** | 0 | **Status** | Open |
| **To** | Eleni Antonelli (HIBSER YAMAUCHI ARCHITECTS, INC.) | **From** | Will Nethercutt (CAHILL CONTRACTORS) |
| **Date Initiated** | Jan 14, 2026 | **Due Date** | Jan 21, 2026 |
| **Location** | | | |
| **Cost Impact** | | **Schedule Impact** | |
| **Spec Section** | | | |
| **Drawing Number** | | **Reference** | |
| **Linked Drawings** | | | |
| **Copies To** | Eleni Antonelli (HIBSER YAMAUCHI ARCHITECTS, INC.), Diego Baron (CAHILL CONTRACTORS), Paul Cormican (CAHILL CONTRACTORS), JaQuan Cornish (OAKLAND UNIFIED SCHOOL DISTRICT), Ken DeCarlo , Justin Mapalo , Megan McDevitt (CAHILL CONTRACTORS), Chris Mendez (CAHILL CONTRACTORS), Nick Misakian (CAHILL CONTRACTORS), Will Nethercutt (CAHILL CONTRACTORS), Christina Stone (OAKLAND UNIFIED SCHOOL DISTRICT) | | |
| **Priority** | 1 - Urgent | **Sub RFI#** | |
| **Posted to Drawings** | No | | |

## Activity

**Question**

**Question from Will Nethercutt CAHILL CONTRACTORS** *on Wednesday, Jan 14, 2026 at 03:11 PM PST*

Ref: L4.01

At both North corners of the parking lot, there are runs of fence where there is no called for curb. This creates a large gap beneath the fence where someone could get under the fence. There are a number of solutions for closing this area off.

From least expensive to most expensive, our ideas are:
Using the same header board detail that is to be used for the DG
Adding an additional small section of chain-link with crossbar
Adding a curb

1. Please advise how we are to proceed with closing off this gap.

**Attachments**
RFI 94 - Phase 1 - Closure to Gap Under Fence at Parking Lot.pdf

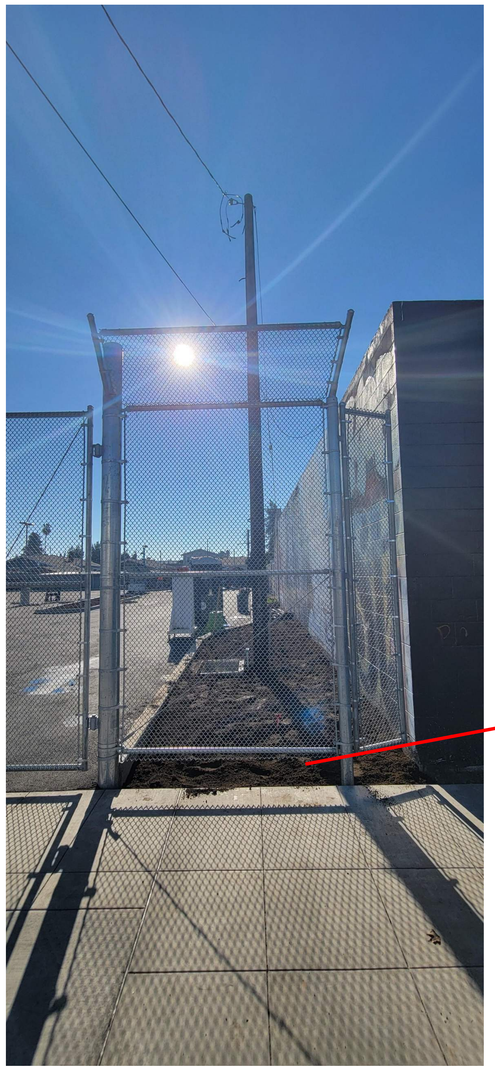
HY Response:
HY recommends installing a curb to match the rest of the property line.
District to confirm which solution they prefer.

Eleni Antonelli
1/19/26

RFI 94 - Phase 1
1/14/26
SK-01

IF THIS SHEET IS NOT 30"x42" , IT IS A REDUCED PRINT SCALE ACCORDINGLY

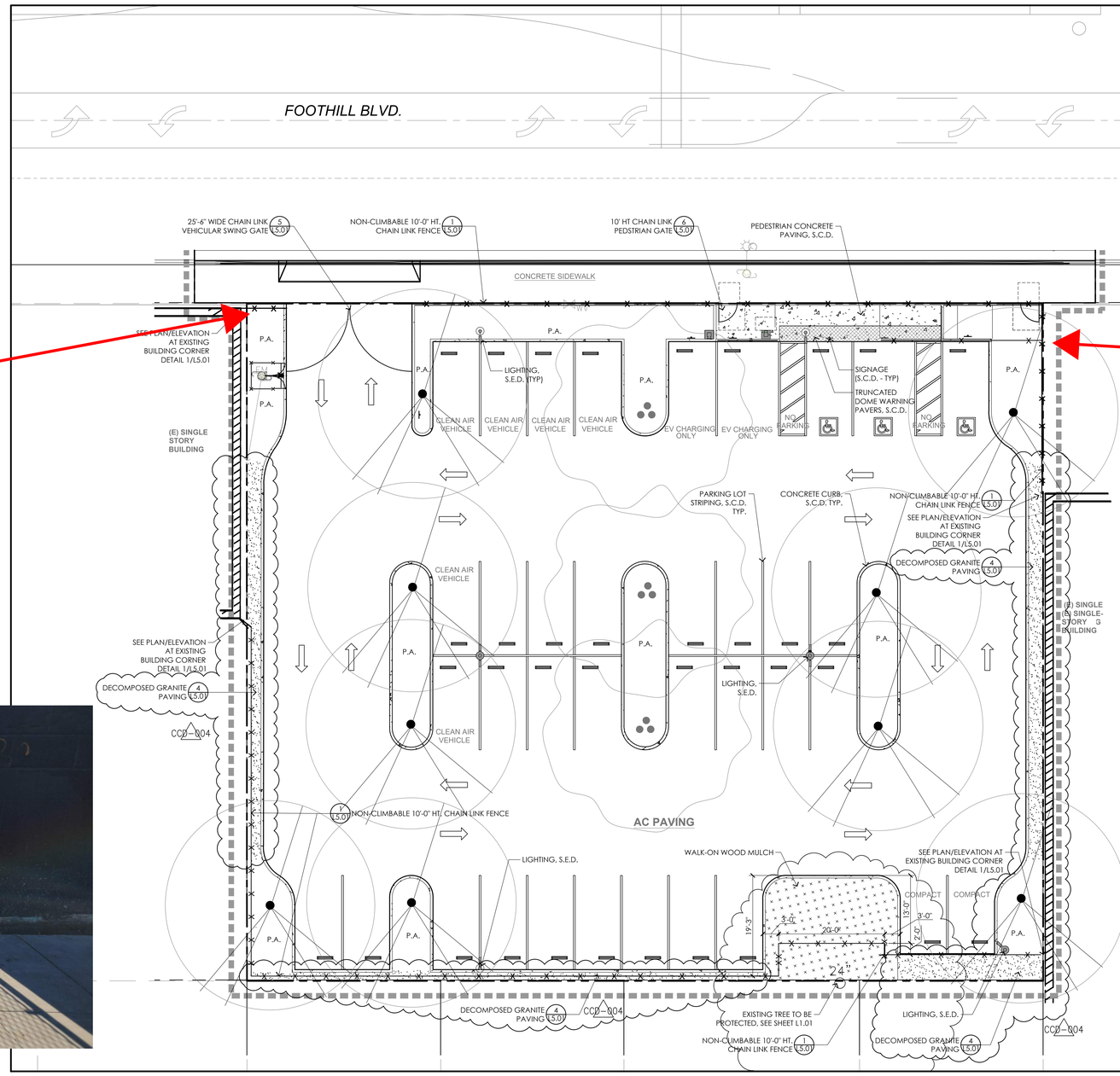
1/16" = 1'-0" | 1/8" = 1'-0" | 1/4" = 1'-0" | 1/2" = 1'-0" | 3/4" = 1'-0" | 1" = 1'-0" | 1 1/2" = 1'-0" | 3" = 1'-0"

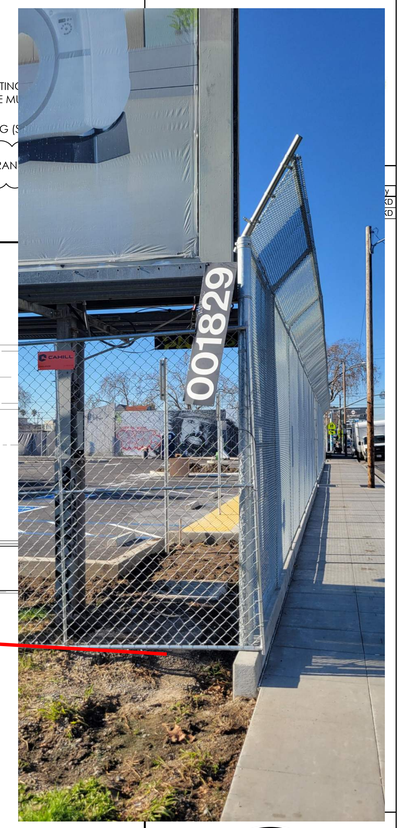




## LEGEND

- EXISTING TREE
- PROPOSED TREE
- P.A. — PLANTING AREA
- MULCH (ALL PLANTING AREAS TO RECEIVE MU
- CONCRETE PAVING (S
- DECOMPOSED GRAN




1 PARKING LOT LAYOUT PLAN
SCALE: 1" = 10'-0"

PLAN NORTH | TRUE NORTH

1" = 10'-0" (0, 10, 20, 30)

LICENSED LANDSCAPE ARCHITECT — AMY C CUPPLES — 4488 — 8/31/2027 — STATE OF CALIFORNIA

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Oakland, CA 94612
510.446.2222 tel | 510.446.2211 fax

HY Architects Project number: 5983

Facility
FREMONT HIGH SCHOOL
4610 & 4529 FOOTHILL BLVD
OAKLAND, CA 94601

Project
MODERNIZATION & NEW PARKING LOT

Sheet Title
LANDSCAPE LAYOUT

Client Project Number: #13158

Scale: 1" = 10'-0"
Drawn By: SD
Checked By: AC
Issue Date: 08/31/2023
Revit Version: 2023

Sheet
L4.01
Sheet 3 of 8

OUSD

**Christina Stone (Consultant) <christina.stone@ousd.org>**

# [EXTERNAL] FW: OUSD FREMONT - BLDG A MODERNIZATION & NEW PARKING LOT: Response to RFI #94-Phase1 (Closure to Gap Under Fence at Parking Lot)

2 messages

**Will Nethercutt** <wNethercutt@cahill-sf.com> Tue, Jan 20, 2026 at 9:49 AM
To: Jaquan Cornish <jaquan.cornish@ousd.org>, "Christina Stone (Consultant)" <christina.stone@ousd.org>
Cc: Diego Baron <dbaron@cahill-sf.com>, Paul Cormican <PCormican@cahill-sf.com>, Megan McDevitt <mMcdevitt@cahill-sf.com>, Christobal Mendez <cMendez@cahill-sf.com>

Good morning Jaquan and Christina,

The RFI 94 response from Eleni indicated HYs preference for how to resolve the gap under the fence at the parking lot, but stated we need to confirm the direction you would like to proceed. As mentioned in the RFI, from least expensive to most expensive, our ideas are:

Using the same header board detail that is to be used for the DG

Adding an additional small section of chain-link with crossbar

Adding a curb

Please let us know how you would like to proceed, or if you need any more information from us.

Thanks,

**Will Nethercutt**

*Project Engineer*

CAHILL

**C** (925) 935-2828| cahill-sf.com

---

**From:** Eleni Antonelli via Procore <Cahill_Contractors_notifications@update.procore.com>
**Sent:** Monday, January 19, 2026 10:59 AM
**To:** Will Nethercutt <wNethercutt@cahill-sf.com>
**Subject:** OUSD FREMONT - BLDG A MODERNIZATION & NEW PARKING LOT: Response to RFI #94-Phase1 (Closure to Gap Under Fence at Parking Lot)

PROCORE

support@procore.com | http://support.procore.com

To unsubscribe, please check your settings or talk to your company administrator.

---

**Jaquan Cornish** <jaquan.cornish@ousd.org> Tue, Jan 20, 2026 at 11:36 AM
To: Will Nethercutt <wNethercutt@cahill-sf.com>
Cc: "Christina Stone (Consultant)" <christina.stone@ousd.org>, Diego Baron <dbaron@cahill-sf.com>, Paul Cormican <PCormican@cahill-sf.com>, Megan McDevitt <mMcdevitt@cahill-sf.com>, Christobal Mendez <cMendez@cahill-sf.com>

Hi Will,

I would prefer the curb, even though it is most expensive.

Thanks,

On Tue, Jan 20, 2026 at 9:49 AM Will Nethercutt <wNethercutt@cahill-sf.com> wrote:

> Good morning Jaquan and Christina,
>
> The RFI 94 response from Eleni indicated HYs preference for how to resolve the gap under the fence at the parking lot, but stated we need to confirm the direction you would like to proceed. As mentioned in the RFI, from least expensive to most expensive, our ideas are:
>
> Using the same header board detail that is to be used for the DG
>
> Adding an additional small section of chain-link with crossbar
>
> Adding a curb
>
> Please let us know how you would like to proceed, or if you need any more information from us.
>
> Thanks,

CAHILL

Job # 0583-01 OUSD Fremont High School

Expire 6/30/26

**CHANGE ORDER LABOR RATES PER DIR WEBSITE PREVAILING WAGE DETERMINATION**

Please provide labor rates per Exhibit E of the subcontract. Provide additional pages for additional trades.

| |
|---|
| **CONTRACTOR'S NAME: Berkeley Cement, Inc** |
| **TRADE:** **Carpenter** |

| | | JM REG | JM 1.5OT | JM 2OT | FM REG | FM 1.5 OT |
|---|---|---|---|---|---|---|
| A | **Basic Hourly Rate** | 67.01 | 100.52 | 134.02 | 73.71 | 110.57 |
| B | **Vacation & Holiday** | 3.43 | 3.43 | 3.43 | 3.43 | 3.43 |
| C | **Taxable rate** (A + B) | 70.44 | 103.95 | 137.45 | 77.14 | 114.00 |
| D | **Fringes** (Health & Welfare, Pension, Training) | 33.65 | 33.65 | 33.65 | 33.65 | 33.65 |
| E | **Labor Burden / Payroll Taxes** *Only applied to "C" & total cannot exceed 25% OF "C" (SSI, Medicare, FUTA, SUI, Training tax, Workers Comp) | 16.75 | 25.13 | 33.51 | 18.43 | 27.64 |
| F | **TOTAL LABOR RATE** (C + D +E) | 120.84 | 162.72 | 204.61 | 129.22 | 175.29 |

**10% change order markup should not be included here.

425 California Street, Suite 2200; San Francisco, CA 94104
P (415) 986-0600 F (415) 986-6604

1111 Broadway, Suite 1340; Oakland, CA 94607
P (510) 250-8500 F (415) 986-6604

approved
10/05/2025

CAHILL

Job # 0583-01 OUSD Fremont High School

Expire 6/30/26

**CHANGE ORDER LABOR RATES PER DIR WEBSITE PREVAILING WAGE DETERMINATION**

Please provide labor rates per Exhibit E of the subcontract. Provide additional pages for additional trades.

| |
|---|
| **CONTRACTOR'S NAME: Berkeley Cement, Inc** |
| **TRADE:** **Cement Mason** |

| | | JM REG | JM 1.5OT | JM 2OT | FM REG | FM 1.5 OT |
|---|---|---|---|---|---|---|
| A | **Basic Hourly Rate** | 49.00 | 73.50 | 98.00 | 53.90 | 80.85 |
| B | **Vacation & Holiday** | 7.40 | 7.40 | 7.40 | 7.40 | 7.40 |
| C | **Taxable rate** (A + B) | 56.40 | 80.90 | 105.40 | 61.30 | 88.25 |
| D | **Fringes** (Health & Welfare, Pension, Training) | 23.66 | 23.66 | 23.66 | 23.66 | 23.66 |
| E | **Labor Burden / Payroll Taxes** *Only applied to "C" & total cannot exceed 25% OF "C" (SSI, Medicare, FUTA, SUI, Training tax, Workers Comp) | 12.25 | 18.38 | 24.5 | 13.48 | 20.21 |
| F | **TOTAL LABOR RATE** (C + D +E) | 92.31 | 122.94 | 153.56 | 98.44 | 132.12 |

**10% change order markup should not be included here.

Approved
11/05/2025

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CAHILL

Job # 0583-01 OUSD Fremont High School

**CHANGE ORDER LABOR RATES PER DIR WEBSITE PREVAILING WAGE DETERMINATION**

Please provide labor rates per Exhibit E of the subcontract. Provide additional pages for additional trades.

| |
|---|
| **CONTRACTOR'S NAME:** Berkeley Cement, Inc |
| **TRADE:** Laborer |

| | | JM REG | JM 1.5OT | JM 2OT | FM REG | FM 1.5 OT |
|---|---|---|---|---|---|---|
| A | **Basic Hourly Rate** | 39.85 | 59.78 | 79.70 | 43.87 | 65.75 |
| B | **Vacation & Holiday** | 3.91 | 3.91 | 3.91 | 3.91 | 3.91 |
| C | **Taxable rate** (A + B) | 43.76 | 63.69 | 83.61 | 47.75 | 69.66 |
| D | **Fringes** (Health & Welfare, Pension, Training) | 27.25 | 27.25 | 27.25 | 27.25 | 27.25 |
| E | **Labor Burden / Payroll Taxes** *Only applied to "C" & total cannot exceed 25% OF "C" (SSI, Medicare, FUTA, SUI, Training tax, Workers Comp) | 9.96 | 14.94 | 19.93 | 10.96 | 16.44 |
| F | **TOTAL LABOR RATE** (C + D +E) | 80.97 | 105.88 | 103.79 | 85.95 | 113.35 |

**10% change order markup should not be included here.

Approved EE Vinuya 10/04/25

425 California Street, Suite 2200; San Francisco, CA 94104
P (415) 986-0600 F (415) 986-6604

1111 Broadway, Suite 1340; Oakland, CA 94607
P (510) 250-8500 F (415) 986-6604

CAHILL

Job # 0583-01 OUSD Fremont High School

**CHANGE ORDER LABOR RATES PER DIR WEBSITE PREVAILING WAGE DETERMINATION**

Please provide labor rates per Exhibit E of the subcontract. Provide additional pages for additional trades.

| |
|---|
| **CONTRACTOR'S NAME:** Berkeley Cement, Inc |
| **TRADE:** Iron Worker |

| | | JM REG | JM 1.5OT | JM 2OT | FM REG | FM 1.5 OT |
|---|---|---|---|---|---|---|
| A | **Basic Hourly Rate** | 55.83 | 83.75 | 111.66 | 61.41 | 92.12 |
| B | **Vacation & Holiday** | 6.35 | 6.35 | 6.35 | 6.35 | 6.35 |
| C | **Taxable rate** (A + B) | 62.18 | 90.10 | 118.01 | 67.76 | 98.47 |
| D | **Fringes** (Health & Welfare, Pension, Training) | 30.80 | 30.80 | 30.80 | 30.80 | 30.80 |
| E | **Labor Burden / Payroll Taxes** *Only applied to "C" & total cannot exceed 25% OF "C" (SSI, Medicare, FUTA, SUI, Training tax, Workers Comp) | 13.96 | 20.94 | 27.92 | 15.35 | 23.03 |
| F | **TOTAL LABOR RATE** (C + D +E) | 106.94 | 141.83 | 176.73 | 113.92 | 152.30 |

**10% change order markup should not be included here.

Approved
11/04/25

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P (415) 986-0600 F (415) 986-6604

1111 Broadway, Suite 1340; Oakland, CA 94607
P (510) 250-8500 F (415) 986-6604

CAHILL

Job # 0583-01 OUSD Fremont High School

**CHANGE ORDER LABOR RATES PER DIR WEBSITE PREVAILING WAGE DETERMINATION**

Please provide labor rates per Exhibit E of the subcontract. Provide additional pages for additional trades.

| |
|---|
| **CONTRACTOR'S NAME: Berkeley Cement, Inc** ✓ |
| **TRADE:** **Operating Engineer** ✓ |

| | | JM REG | JM 1.5OT | JM 2OT | FM REG | FM 1.5 OT |
|---|---|---|---|---|---|---|
| A | **Basic Hourly Rate** | 66.96 ✓ | 100.44 ✓ | 133.92 ✓ | 73.66 ✓ | 110.48 ✓ |
| B | **Vacation & Holiday** | 6.10 ✓ | 6.10 ✓ | 6.10 ✓ | 6.10 ✓ | 6.10 ✓ |
| C | **Taxable rate** (A + B) | 73.06 | 106.54 | 140.02 | 79.76 | 116.58 |
| D | **Fringes** (Health & Welfare, Pension, Training) | 28.59 ✓ | 28.59 ✓ | 28.59 ✓ | 28.59 ✓ | 28.59 ✓ |
| E | **Labor Burden / Payroll Taxes** *Only applied to "C" & total cannot exceed 25% OF "C" (SSI, Medicare, FUTA, SUI, Training tax, Workers Comp) | 16.74 ✓ | 25.11 ✓ | 33.48 ✓ | 18.41 | 27.62 |
| F | **TOTAL LABOR RATE** (C + D +E) | 118.39 ✓ | 160.24 ✓ | 202.09 ✓ | 126.76 ✓ | 172.80 ✓ |

**10% change order markup should not be included here. ✓

approved EEVinyard 10/04/25

425 California Street, Suite 2200; San Francisco, CA 94104
P (415) 986-0600 F (415) 986-6604

1111 Broadway, Suite 1340; Oakland, CA 94607
P (510) 250-8500 F (415) 986-6604

# CHANGE ORDER REQUEST (Proposed Change Order)

## No. 7

**PROJECT:** Fremont Modernization Project
Fremont High School

**OWNER:** OAKLAND UNIFIED SCHOOL DISTRICT
**CONTRACTOR: CAHILL CONTRACTORS, LLC**
**1111 Broadway, Suite 1340**
**Oakland, CA 94607**

**DATE**: APRIL 10, 2026

**DSA FILE NO**.: 1-H8
**DSA APP NO.: 01-121860**
**OUSD PROJECT #: 22156**
**PROJECT MANAGER: JaQuan Cornish**

Contractor hereby submits this Change Order Request ("COR") pursuant to the contract documents.

DESCRIPTION OF PROPOSED CHANGES IN WORK (specifically refer to attached pages or incorporated documents): **PCO 7 (Cahill PCO 41) Phase II: RFI 96 Embed Conflict with Footing Rebar.** Per RFI 96, added cost to modify rebar at the modular foundation footings due to conflicts with embeds.

OTHER PROPOSED CHANGES TO THE CONTRACT:
_____
_____

PROPOSED ADJUSTMENT TO CONTRACT PRICE: $6,076.08
- If Contractor requests payment from an allowance, please indicate which allowance: _____

PROPOSED ADJUSTMENT TO CONTRACT TIME: 0 calendar days

REASON FOR REQUEST (check one or more):
____ Unforeseen Conditions
____ Direction by Government Agency
____ Owner Requested
____ Design Omission
_X__ Design Error
____ Other: _____

* * * * * * * * * * *

**CERTIFICATION**

I, Megan McDevitt *[name of declarant]*, declare the following:

**Cahill Contractors, LLC** has contracted with **Oakland Unified School District** for the **22156 Fremont Modernization** Contract ("Contract"). **Cahill Contractors, LLC** authorized me to prepare the attached Change Order Request ("COR") or Allowance Expenditure Request ("AER") for money and/or time extension for **Oakland**

**Unified School District** regarding this Contract (such COR or AER being dated **April 10, 2026**, and entitled **PCO 7 (Cahill PCO 41) Phase II: RFI 96 Embed Conflict with Footing Rebar**, and requesting $**6,076.08** and/or **0** additional days), and I prepared the attached COR or AER. I am the most knowledgeable person at **Cahill Contractors, LLC** regarding this COR or AER.

The attached COR or AER complies with all laws applicable to submission of a COR or AER, including but not limited to California Penal Code section 72, Government Code sections 12650 et seq. (False Claims Act), and Business and Professions Code sections 17200 et seq. (Unfair Business Practices Act). I am aware that submission or certification of false claims, or other claims that violate law or the Contract, may lead to fines, imprisonment, and/or other serious legal consequences for myself or **Cahill Contractors, LLC**.

The attached COR or AER does not breach the Contract, is not a false claim, does not violate any applicable law, satisfies all provisions of the Contract applicable to submission of the COR or AER, only contains truthful and accurate supporting data, and only requests money and/or time extensions that accurately reflect the adjustments to money and time for which I believe that **Oakland Unified School District** is responsible under its Contract with **Cahill Contractors, LLC.**

While preparing this declaration and COR or AER, I consulted with others (including attorneys, consultants, or others who work for **Cahill Contractors, LLC** when necessary to ensure that the statements were true and correct.

Contractor understands and agrees that any COR or AER submitted without this certification does not meet the terms of the Contract Documents; that Owner, or Owner's representatives, may reject the COR or AER on that basis; and that unless Contractor properly and timely files the COR or AER with the certification, Contractor cannot further pursue the COR or AER in any forum and all rights to additional money or time for the issues covered by the COR or AER are waived due to a condition precedent not having been satisfied.

I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed April 14, 2026, at Oakland, California.



_____ *[signature]*
Megan McDevitt *[name of declarant]*

319-661/7106498.1

# FREMONT MODERNIZATION

Oakland Unified School District
Job # 22156

# PCO LOG

4/10/2026 3:21 PM

| PCO # | GC PCO # | Description | Cont'r /Sub | Date Received | Proposed Amount | Approved Amount | Date Finalized | Reason Code | Status |
|---|---|---|---|---|---|---|---|---|---|
| 1 | 7 | Phase II: DSA Approved Plan Set Part 2 - Piers & GCs | Cahill / Azul | 09/09/25 | $629,992.00 | $557,442.47 | 11/12/2025 | Agency | Approved |
| 2 | 10 | Phase I: Soil Compaction Issues at Parking Lot | D-Line | 09/25/25 | $182,658.88 | $153,249.53 | 3/24/2026 | Unforeseen | for Approval |
| 3 | 30 | Phase I: Sidewalk Soil Compaction Issues | D-Line | 01/06/26 | $25,614.12 | $24,427.69 | 3/26/2026 | Unforeseen | for Approval |
| 4 | 31 | Phase II: Added Grout Behind Lagging | Azul | 01/14/26 | $19,442.78 | $19,442.78 | 3/26/2026 | Agency | for Approval |
| 5 | 38 | Phase I: Permits for Sidewalk Work | City of Oakland | 02/10/26 | $8,486.59 | $7,876.18 | | Agency | for Approval |
| 6 | 40 | Phase I: RFI 94 Add Section of Curb Under Fence | BCI | 02/10/26 | $7,352.34 | $7,352.24 | | Owner | for Approval |
| 7 | 41 | Phase II: RFI 96 Embed Conflict with Footing Rebar | BCI | 02/10/26 | $6,076.08 | $6,076.08 | | Error | for Approval |
| | 37 | Phase II: RFI 59-59.2 Conflicts with Bioretention Wall Elevations at Driveway | BCI / D-Line | 01/27/26 | $14,515.25 | | | Omissions | in review |
| | 42 | Phase II: RFI 91 Over-Ex & Added Slurry at Footings due to Wet Soil Conditions | BCI / D-Line | 02/10/26 | $5,495.86 | | | Unforeseen | in review |
| | 55 | Phase II: CCD-011A Fire Alarm Changes, Modular Pathway to FACP | Cahill / Tulum | 03/11/26 | $118,415.63 | | | Agency | in review |
| | 57 | Phase II: RFI 40 & CCD-008B Exterior Lighting Changes | Cahill / Tulum | 03/16/26 | $18,271.85 | | | Owner | in review |
| | 58 | Phase II: Dry-Rot Repairs at Auditorium Bldg Entrance | Cahill / Various | 03/23/26 | $304,171.68 | | | Unforeseen | in review |
| | | | | | | | | | |

| | |
|---|---|
| Preconstruction Contract Price: | $200,000.00 |
| Total Contract Price: | $10,922,885.00 |
| Total Proposed: | $1,340,493.06 |
| Total Approved: | $775,866.97 |
| Total Contract with Approved Changes: | $11,698,751.97 |
| CO Percentage of Base Contract: | 7.10% |

Notes: *Sent to Consultants: C=Civil/ S=Struct./M=Mech./E=Elec./ L=Lands./D=District/SC=SchooF=Fire/R=Roofing **Email is standard. F = Faxed ***Remarks: UC - Unforeseen Condition / DRC - District Requested Change / AC - Agency Change

PCO # 041

02/10/2026

OAKLAND UNIFIED SCHOOL DISTRICT
955 HIGH STREET
OAKLAND, California, 94601

**Re:** PCO #041 Revision 0 - CE #107 - PH2 RFI 096 Rebar & Embed Conflict
**Job:** 0583-01 **/** OUSD FREMONT - BLDG A MODERNIZATION & NEW PARKING LOT

Enclosed please find **Potential Change Order #041** in the amount of $6,076.08 for:

CE #107 - PH2 RFI 096 - Embed Conflict with Footing Rebar
This PCO includes costs to modify rebar at the modular foundation footings due to embed conflicts as directed in RFI 096.

| PCO Item | Description | Cost |
|---|---|---|
| 1 | BCI COR 022, EWO 35032, 35034-36 - RFI 096 PH2 Adjust Rebar for conflict at Footing Embeds | $5,613.00 |
| | Subtotal | $5,613.00 |
| | Insurance (1.35%): | $75.78 |
| | Builders Risk (1.40%): | $78.58 |
| | SDI (0.50%): | $28.07 |
| | Bond (0.62%): | $34.80 |
| | Oakland GRT (0.38%): | $21.33 |
| | Fee (4.00%): | $224.52 |
| | Total: | $6,076.08 |

This pricing is valid for 30 days. This PCO includes a schedule extension of 0 days. We reserve the right to a contract time extension should the work contained in this PCO impact the overall project schedule.

Please sign below to approve and return to our office. Upon your signature, we will execute the appropriate subcontract adjustments and include this in a forthcoming Prime Contract Change Order to cover this added scope. If at any time contingency funds are used to pay for additional work, Cahill reserves the right to request a change order at a later date if it becomes apparent that contingency funds are needed elsewhere. Please call if you have any questions.

**Very truly yours,**
Cahill Contractors LLC



Megan McDevitt 02/10/2026

**Accepted by:**
OAKLAND UNIFIED SCHOOL DISTRICT

Date

| | |
|---|---|
| **Job:** | OUSD Fremont High School |
| **Address:** | 4610 Foothill Blvd, Oakland CA |
| **GC:** | Cahill |
| **Contact:** | Megan McDevitt |
| **Phone #:** | 415-604-8969 |
| **Fax #:** | mMcdevitt@cahill-sf.com |

**Date:** **2/3/2026**

**PCO No:** 22

**Description:** RFI 96 - Phase 2 Rebar Cage in Return Footing Conflict

| | | | | CHANGE ORDER PRICE TOTALS | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| **Code** | **Item Description** | **Quantity** | **HRS Total** | **Material Total** | **Labor Total** | **Equipment Total** | **Concrete Total** | **Sub-Tier Total** | **GRAND TOTAL** |
| | EWO 35032 2026-01-22 | 1 ea | 4 | - | 428 | - | - | - | 428 |
| | EWO 35034 2026-01-23 | 1 ea | 23 | - | 2,482 | - | - | - | 2,482 |
| | EWO 35035 2026-01-24 | 2 ea | 8 | - | 1,202 | - | - | - | 1,202 |
| | EWO 35036 2026-01-26 | 3 ea | 7 | - | 749 | - | - | - | 749 |
| | | | - | - | - | - | - | - | - |
| | | | | - | 4,860 | - | - | - | 4,860 |
| | | | | **Subtotal** | | | | | 4,860 |
| | | | | **OH&P** | | 10% | | | 486 |
| | | | | **Sub-Tier Subtotal** | | | | | - |
| | | | | **Sub-Tier OH&P** | | 5% | | | - |
| | | | | **Total** | | | | | **5,346** |

with LF 5% = $5,613

**Berkeley Cement Inc.**
1200 Sixth Street
Berkeley, CA 94710
Phone: (510 )525-8175
Fax: (510) 527-0782

**Daily Extra Work Order Tags**
To be compiled and approved daily

Contractors License #: 290755

EWO Number: 35032

Project: OUSD Fremont High School Date: 1/22/2026 Job #: 250606
Address: 4610 Foothill Blvd, Oakland CA
Authorized By: Cahill
Description: See tag

**LABOR**

| DATE | CLASS | RATE TYPE | PHASE CODE | HRS | RATE | AMOUNT |
|---|---|---|---|---|---|---|
| 1/22/2026 | Ironworker | ST | 99-99 | 2.00 | $106.94 | $ 213.88 |
| 1/22/2026 | Ironworker | ST | 99-99 | 2.00 | $106.94 | $ 213.88 |
| | | | | | $0.00 | $ - |
| | | | | | $0.00 | $ - |
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| | | | | | $0.00 | $ - |
| | | | | | $0.00 | $ - |
| | | | | | $0.00 | $ - |
| | | | | | $0.00 | $ - |
| | | | | | $0.00 | $ - |
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| | | | | | $0.00 | $ - |
| | | | | | $0.00 | $ - |
| | | | | 4.00 | $0.00 | $ - |
| **LABOR TOTALS** | | | | | | $ 427.76 |

**MATERIAL**

| DESCRIPTION | PHASE CODE | QTY | PRICE | AMOUNT |
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| **MATERIAL TOTALS** | | | | $ - |

**OTHER CHARGES**

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| | | | | $ - |
| | | | | $ - |
| **OTHER TOTAL** | | | | $ - |

**EQUIPMENT USED**

| DATE | DESCRIPTION | PHASE CODE | HRS | RATE | AMOUNT |
|---|---|---|---|---|---|
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| **EQUIPMENT TOTALS** | | | | | $ - |

**COST SUMMARY**

| | | |
|---|---|---|
| LABOR | | $ 427.76 |
| BURDEN | | |
| MATERIAL | | $ - |
| EQUIPMENT | | $ - |
| OTHER CHARGES | | $ - |
| SUB-TOTAL | | $ 427.76 |
| OVERHEAD | 10% | $ 42.78 |
| PROFIT | | $ - |
| | | |
| **TOTAL** | | $ 470.54 |

N/A
Berkeley Cement Inc. Signature

N/A
Customer Signature

BCI EST. 1947

**BERKELEY CEMENT INC.**
1200 SIXTH STREET
BERKELEY, CA 94710
PHONE: (510) 525-8175
FAX: (510) 527-0782

# DAILY EXTRA WORK ORDER REPORT

TO BE COMPLIED AND APPROVED DAILY

STATE CONTRACTORS LICENSE NO. 296755

E.W.O. No. 35032

PROJECT DUSD Fremont HS DATE Thursday 1/22/26 PROJECT JOB # 250606

ADDRESS 4610 Foothill blvd Oakland CUSTOMER JOB #

AUTHORIZED BY Cash

DESCRIPTION Modifications to Grade beam Rebar at Foundations Return (FR)

## LABOR

| DATE | NAME / CLASS | PHASE CODE | HRS | AMOUNT |
|---|---|---|---|---|
| 1/22 | S. Pinon | 75-01 | 2 | |
| 1/22 | B. Cruz | 75-01 | 2 | |

This work is due to RFI 96

LABOR TOTALS

## MATERIAL

| DESCRIPTION | PHASE CODE | QTY | PRICE | AMOUNT |
|---|---|---|---|---|

MATERIAL TOTALS

## OTHER CHARGES

## EQUIPMENT USED

| DATE | PHASE CODE | DESCRIPTION | HRS | AMOUNT |
|---|---|---|---|---|

EQUIPMENT TOTALS

## COST SUMMARY

| | |
|---|---|
| LABOR | |
| BURDEN | |
| MATERIAL | |
| EQUIPMENT | |
| OTHER CHARGES | |
| SUB-TOTAL | |
| OVERHEAD @ % | |
| SUB-TOTAL | |
| PROFIT @ % | |
| TOTAL | |

Berkeley Cement Inc. SIGNATURE

CUSTOMER SIGNATURE

**Berkeley Cement Inc.**
1200 Sixth Street
Berkeley, CA 94710
Phone: (510 )525-8175
Fax: (510) 527-0782

**Daily Extra Work Order Tags**
To be compiled and approved daily

Contractors License #: 290755

EWO Number: 35034

Project: OUSD Fremont High School Date: 1/23/2026 Job #: 250606
Address: 4610 Foothill Blvd, Oakland CA
Authorized By: Cahill
Description: See tag

**LABOR**

| DATE | CLASS | RATE TYPE | PHASE CODE | HRS | RATE | AMOUNT |
|---|---|---|---|---|---|---|
| 1/23/2026 | Ironworker | ST | 99-99 | 8.00 | $106.94 | $ 855.52 |
| 1/23/2026 | Ironworker | ST | 99-99 | 8.00 | $106.94 | $ 855.52 |
| 1/23/2026 | Ironworker | ST | 99-99 | 3.00 | $106.94 | $ 320.82 |
| 1/23/2026 | Ironworker | ST | 99-99 | 3.00 | $106.94 | $ 320.82 |
| 1/23/2026 | Carpenter Foreman | ST | 99-99 | 1.00 | $129.22 | $ 129.22 |
| | | | | | $0.00 | $ - |
| | | | | | $0.00 | $ - |
| | | | | | $0.00 | $ - |
| | | | | | $0.00 | $ - |
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| | | | | | $0.00 | $ - |
| | | | | | $0.00 | $ - |
| | | | | 23.00 | $0.00 | $ - |
| **LABOR TOTALS** | | | | | | $ 2,481.90 |

**MATERIAL**

| DESCRIPTION | PHASE CODE | QTY | PRICE | AMOUNT |
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| **MATERIAL TOTALS** | | | | $ - |

**OTHER CHARGES**

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| **OTHER TOTAL** | | | | $ - |

**EQUIPMENT USED**

| DATE | DESCRIPTION | PHASE CODE | HRS | RATE | AMOUNT |
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| **EQUIPMENT TOTALS** | | | | | $ - |

**COST SUMMARY**

| | | |
|---|---|---|
| LABOR | | $ 2,481.90 |
| BURDEN | | |
| MATERIAL | | $ - |
| EQUIPMENT | | $ - |
| OTHER CHARGES | | $ - |
| SUB-TOTAL | | $ 2,481.90 |
| OVERHEAD | 10% | $ 248.19 |
| PROFIT | | $ - |
| | | |
| **TOTAL** | | $ 2,730.09 |

N/A
Berkeley Cement Inc. Signature

N/A
Customer Signature

E.W.O. No. 32033

**BERKELEY CEMENT INC.**
1200 SIXTH STREET
BERKELEY, CA 94710
PHONE: (510) 525-8175
FAX: (510) 527-0782

EST. 1947

# DAILY EXTRA WORK ORDER REPORT

TO BE COMPILED AND APPROVED DAILY

STATE CONTRACTORS LICENSE NO. 280755

E.W.O. No. 35034

PROJECT OUSD Fremont HS DATE Friday 11/23/16 PROJECT JOB # 250606

ADDRESS 4610 Foothill blvd Oakland CUSTOMER JOB #

AUTHORIZED BY Carl H

DESCRIPTION Modifications to under beam Retain Rebar at Foundations.

## LABOR

| DATE | NAME / CLASS | PHASE CODE | HRS | AMOUNT |
|---|---|---|---|---|
| 1/23 | S. Pineda | 73-01 | 8 | |
| 1/23 | B. Cruz | 73-01 | 8 | |
| 1/23 | J. Swanson | 51-40 | 3 | |
| 1/23 | L. Gallegos | 51-40 | 3 | |
| 1/23 | F. Ribes | 01-60 | 1 | |

RFI 96

LABOR TOTALS

## MATERIAL

| DESCRIPTION | PHASE CODE | QTY | PRICE | AMOUNT |
|---|---|---|---|---|

MATERIAL TOTALS

## OTHER CHARGES

## EQUIPMENT USED

| DATE | PHASE CODE | DESCRIPTION | HRS | AMOUNT |
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EQUIPMENT TOTALS

## COST SUMMARY

| | |
|---|---|
| LABOR | |
| BURDEN | |
| MATERIAL | |
| EQUIPMENT | |
| OTHER CHARGES | |
| SUB-TOTAL | |
| OVERHEAD @ % | |
| SUB-TOTAL | |
| PROFIT @ % | |
| TOTAL | |

Berkeley Cement Inc. SIGNATURE

CUSTOMER SIGNATURE

**Berkeley Cement Inc.**
1200 Sixth Street
Berkeley, CA 94710
Phone: (510 )525-8175
Fax: (510) 527-0782

**Daily Extra Work Order Tags**
To be compiled and approved daily

Contractors License #: 290755

EWO Number: 35035

Project: OUSD Fremont High School Date: 1/24/2026 Job #: 250606
Address: 4610 Foothill Blvd, Oakland CA
Authorized By: Cahill
Description: See tag

**LABOR**

| DATE | CLASS | RATE TYPE | PHASE CODE | HRS | RATE | AMOUNT |
|---|---|---|---|---|---|---|
| 1/24/2026 | Ironworker | OT | 99-99 | 3.00 | $141.83 | $ 425.49 |
| 1/24/2026 | Ironworker | OT | 99-99 | 3.00 | $141.83 | $ 425.49 |
| 1/24/2026 | Carpenter Foreman | OT | 99-99 | 2.00 | $175.29 | $ 350.58 |
| | | | | | $0.00 | $ - |
| | | | | | $0.00 | $ - |
| | | | | | $0.00 | $ - |
| | | | | | $0.00 | $ - |
| | | | | | $0.00 | $ - |
| | | | | | $0.00 | $ - |
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| | | | | | $0.00 | $ - |
| | | | | | $0.00 | $ - |
| | | | | | $0.00 | $ - |
| | | | | 8.00 | $0.00 | $ - |
| **LABOR TOTALS** | | | | | | $ 1,201.56 |

**MATERIAL**

| DESCRIPTION | PHASE CODE | QTY | PRICE | AMOUNT |
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| **MATERIAL TOTALS** | | | | $ - |

**OTHER CHARGES**

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| **OTHER TOTAL** | | | | $ - |

**EQUIPMENT USED**

| DATE | DESCRIPTION | PHASE CODE | HRS | RATE | AMOUNT |
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| **EQUIPMENT TOTALS** | | | | | $ - |

**COST SUMMARY**

| | | |
|---|---|---|
| LABOR | | $ 1,201.56 |
| BURDEN | | |
| MATERIAL | | $ - |
| EQUIPMENT | | $ - |
| OTHER CHARGES | | $ - |
| SUB-TOTAL | | $ 1,201.56 |
| OVERHEAD | 10% | $ 120.16 |
| PROFIT | | $ - |
| | | |
| **TOTAL** | | $ 1,321.72 |

N/A
Berkeley Cement Inc. Signature

N/A
Customer Signature

E.W.O. # 32034

**BERKELEY CEMENT INC.**
1200 SIXTH STREET
BERKELEY, CA 94710
PHONE: (510) 525-8175
FAX: (510) 527-0782
EST. 1947

# DAILY EXTRA WORK ORDER REPORT

TO BE COMPILED AND APPROVED DAILY

STATE CONTRACTORS LICENSE NO. 390750

E.W.O. No. 35035

PROJECT OUSD Fremont #3 DATE Saturday 1/24/26 PROJECT JOB # 250606

ADDRESS 4610 Foothill Blvd oakland CUSTOMER JOB #

AUTHORIZED BY Cal.11

DESCRIPTION Mobilization to grade beam Rebar Rebar @ Foundations.

## LABOR

| DATE | NAME / CLASS | PHASE CODE | HRS | AMOUNT |
|---|---|---|---|---|
| 1/24 | J. Simpson | 51-40 | 0/3 | |
| 1/24 | L Gallegos | 51-40 | 0/3 | |
| 1/24 | F. Robles | 51-40 | 0/2 | |

RFI #96

LABOR TOTALS

## MATERIAL

| DESCRIPTION | PHASE CODE | QTY | PRICE | AMOUNT |
|---|---|---|---|---|

MATERIAL TOTALS

## OTHER CHARGES

## EQUIPMENT USED

| DATE | PHASE CODE | DESCRIPTION | HRS | AMOUNT |
|---|---|---|---|---|

EQUIPMENT TOTALS

## COST SUMMARY

| | |
|---|---|
| LABOR | |
| BURDEN | |
| MATERIAL | |
| EQUIPMENT | |
| OTHER CHARGES | |
| SUB-TOTAL | |
| OVERHEAD @ % | |
| SUB-TOTAL | |
| PROFIT @ % | |
| TOTAL | |

Berkeley Cement Inc. SIGNATURE

CUSTOMER SIGNATURE

**Berkeley Cement Inc.**
1200 Sixth Street
Berkeley, CA 94710
Phone: (510 )525-8175
Fax: (510) 527-0782

**Daily Extra Work Order Tags**
To be compiled and approved daily

Contractors License #: 290755

EWO Number: 35036

Project: OUSD Fremont High School Date: 1/26/2026 Job #: 250606
Address: 4610 Foothill Blvd, Oakland CA
Authorized By: Cahill
Description: See tag

**LABOR**

| DATE | CLASS | RATE TYPE | PHASE CODE | HRS | RATE | AMOUNT |
|---|---|---|---|---|---|---|
| 1/26/2026 | Ironworker | ST | 99-99 | 4.00 | $106.94 | $ 427.76 |
| 1/26/2026 | Ironworker | ST | 99-99 | 1.50 | $106.94 | $ 160.41 |
| 1/26/2026 | Ironworker | ST | 99-99 | 1.50 | $106.94 | $ 160.41 |
| | | | | | $0.00 | $ - |
| | | | | | $0.00 | $ - |
| | | | | | $0.00 | $ - |
| | | | | | $0.00 | $ - |
| | | | | | $0.00 | $ - |
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| | | | | | $0.00 | $ - |
| | | | | | $0.00 | $ - |
| | | | | | $0.00 | $ - |
| | | | | | $0.00 | $ - |
| | | | | | $0.00 | $ - |
| | | | | 7.00 | $0.00 | $ - |
| **LABOR TOTALS** | | | | | | $ 748.58 |

**MATERIAL**

| DESCRIPTION | PHASE CODE | QTY | PRICE | AMOUNT |
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**OTHER CHARGES**

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| **OTHER TOTAL** | | | | $ - |

**EQUIPMENT USED**

| DATE | DESCRIPTION | PHASE CODE | HRS | RATE | AMOUNT |
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| **EQUIPMENT TOTALS** | | | | | $ - |

**COST SUMMARY**

| | | |
|---|---|---|
| LABOR | | $ 748.58 |
| BURDEN | | |
| MATERIAL | | $ - |
| EQUIPMENT | | $ - |
| OTHER CHARGES | | $ - |
| SUB-TOTAL | | $ 748.58 |
| OVERHEAD | 10% | $ 74.86 |
| PROFIT | | $ - |
| | | |
| **TOTAL** | | $ 823.44 |

N/A
Berkeley Cement Inc. Signature

N/A
Customer Signature

E.W.O. No. 32032

**BERKELEY CEMENT INC.**
1200 SIXTH STREET
BERKELEY, CA 94710
PHONE: (510) 525-8175
FAX: (510) 527-0782

BCI EST. 1947

# DAILY EXTRA WORK ORDER REPORT

TO BE COMPILED AND APPROVED DAILY

STATE CONTRACTORS LICENSE NO. 296755

E.W.O. No. 35036

PROJECT OUSD Franklin HS — DATE 1/26/26 (Monday) — PROJECT JOB # 2506ck

ADDRESS 4610 Fourth Blvd Oakland — CUSTOMER JOB #

AUTHORIZED BY Cahill

DESCRIPTION modifications to brace beam Rebar @ Foundations.

## LABOR

| DATE | NAME / CLASS | PHASE CODE | HRS | AMOUNT |
|---|---|---|---|---|
| 1/24 | S. Pinedo | 73-01 | 4 | |
| 1/24 | J. Simon | 51-40 | 1.5 | |
| 1/24 | L. Gallegos | 51-40 | 1.5 | |

RFI # 96

LABOR TOTALS

## MATERIAL

| DESCRIPTION | PHASE CODE | QTY | PRICE | AMOUNT |
|---|---|---|---|---|
| | | | | |

MATERIAL TOTALS

## OTHER CHARGES

## EQUIPMENT USED

| DATE | PHASE CODE | DESCRIPTION | HRS | AMOUNT |
|---|---|---|---|---|
| | | | | |

EQUIPMENT TOTALS

## COST SUMMARY

| | |
|---|---|
| LABOR | |
| BURDEN | |
| MATERIAL | |
| EQUIPMENT | |
| OTHER CHARGES | |
| SUB-TOTAL | |
| OVERHEAD @ % | |
| SUB-TOTAL | |
| PROFIT @ % | |
| TOTAL | |

Berkeley Cement Inc. SIGNATURE

CUSTOMER SIGNATURE

**Cahill Contractors LLC**
425 California Street, Suite 2200
San Francisco, California 94104
P: (415) 986-0600

**Project: 0583-01 OUSD FREMONT - BLDG A MODERNIZATION & NEW PARKING LOT**
4610 Foothill Blvd / 4529 Foothill Blvd
Oakland, California 94601

# RFI #96-Phase2: Rebar Cage in Return Footing Conflict with Anchor Plate.

| | | | |
|---|---|---|---|
| **Revision** | 0 | **Status** | Open |
| **To** | Will Nethercutt (CAHILL CONTRACTORS) | **From** | Will Nethercutt (CAHILL CONTRACTORS) |
| **Date Initiated** | Jan 27, 2026 | **Due Date** | Feb 3, 2026 |
| **Location** | | | |
| **Cost Impact** | | **Schedule Impact** | |
| **Spec Section** | | | |
| **Drawing Number** | | **Reference** | |
| **Linked Drawings** | | | |
| **Copies To** | Eleni Antonelli (HIBSER YAMAUCHI ARCHITECTS, INC.), Diego Baron (CAHILL CONTRACTORS), Paul Cormican (CAHILL CONTRACTORS), JaQuan Cornish (OAKLAND UNIFIED SCHOOL DISTRICT), Ken DeCarlo , Justin Mapalo , Megan McDevitt (CAHILL CONTRACTORS), Chris Mendez (CAHILL CONTRACTORS), Nick Misakian (CAHILL CONTRACTORS), Will Nethercutt (CAHILL CONTRACTORS), Christina Stone (OAKLAND UNIFIED SCHOOL DISTRICT) | | |
| **Priority** | 1 - Urgent | **Sub RFI#** | |
| **Posted to Drawings** | No | | |

## Activity

**Question**

**Question from Will Nethercutt CAHILL CONTRACTORS** *on Tuesday, Jan 27, 2026 at 02:33 PM PST*

Ref: 2-F3.0-PS

Detail 5 on 2-F3.0-PS shows the reinforcing required in a typical return footing. This includes an anchor plate which is shown in detail 8. Detail 8 shows the anchor plate has knife plates extending ~3" down from the L plate. This knife plate is not shown on detail 5. Because of that plate, the rebar cage is being forced lower in the footing than shown. As highlighted on SK-01 detail 5 calls for a minimum 3" clear between the bottom of the rebar cage and the bottom of footing.

Based on conversation with Global Modular, it is acceptable to push the cage down as needed up to a minimum 1" clear from the bottom of the footing (3" from soil due to the 2" rat slab which is made of the concrete foundation concrete mix).

1. Please confirm it is acceptable to decrease the highlighted dimension as necessary to a minimum of 1" clear if necessary to fit the rebar cage.

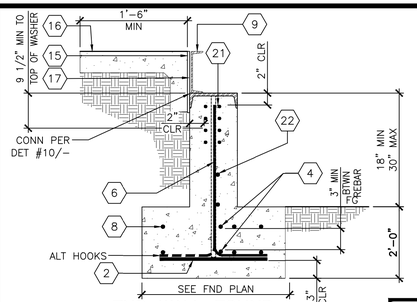
**Attachments**
RFI 96 - Phase 2 - Rebar Cage in Return Footing Conflict with Anchor Plate.pdf

*Awaiting an Official Response*

RFI 96 - Phase 2
1/23/25
SK-01

NOT USED

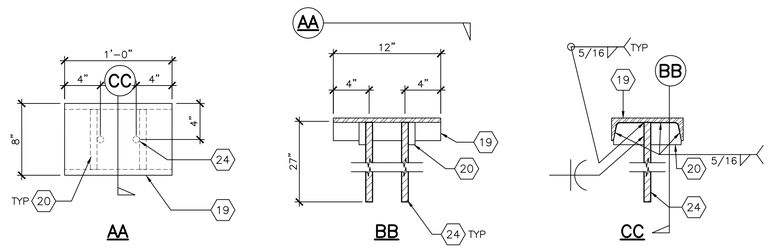
14




END WALL FOUND

SCALE: 1" = 1'-0"

9




ANCHOR PLATE AT CORNERS

SCALE: 1 1/2" = 1'-0"

NOTE: BARS TO BE FACED TOWARD EXTERIOR FACE OF STEM.

1

## KEY NOTES

1. #5 REBAR
2. #4 REBAR @ 24" OC
3. REBAR CAGE – #5 VERTICALS WITH #5 HORIZONTAL REBAR (90° BENDS AT EACH END) SPACED 12" OC MAX
4. REBAR – (2) #5 CONTINUOUS TOP AND BOTTOM, MIN. 3" APART
5. REBAR – (1) #5 CONTINUOUS TOP AND BOTTOM
6. REBAR – (1) #4 VERT @ 12" OC (CENTERED IN STEM WALL)
7. PROVIDE (2)–#4 CONT. LONGITUDINAL AND #4 @ 9" O.C. TRANSVERSE
8. (3) #5 AT TOP AND BOTTOM
9. STEEL PERIMETER FRAME – END CHANNEL
10. STEEL PERIMETER FRAME – SIDE CHANNEL
11. REBAR – #4 TIES @ 8" OC
12. REBAR – (2) #4 ▢ TIES AT TOP 5", MIN. 1 1/2" APART.
13. REBAR – #5 EA WAY (SEE SCHEDULE ON FOUNDATION PLAN FOR AMOUNT)
14. REBAR – (4) #5 VERT
15. FELT EXPANSION JOINT (NOT BY BUILDING MANUFACTURER)
16. MOW STRIP/CONCRETE SIDEWALK (NOT BY BUILDING MANUFACTURER)
17. 22 GA GALVANIZED SHEET METAL FLASHING EXTEND 6" BELOW PERIMETER FRAME
18. ANCHOR PLATE PER DETAIL #6, F0.0.
19. C8x18.75 STEEL EMBEDMENT PLAT
20. PL ¾"x2 ½" COPED AND FITTED TO C CHANNEL
21. REBAR – (4) #4 AT TOP STEMWALL AT EACH SIDE OF VERTICAL SPACED 1–1/2" CLR OF EACH REBARS
22. PROVIDE #4 @ 12" O.C. HORIZONTAL
23. L–6" X 4" X 1/2" THICK STEEL EMBEDMENT PLATE
24. #6 A706 REBAR GRADE 60 X 27" LONG MIN. WELDED TO STEEL PLATE
25. (4) #3 HAIR PIN TIES GRADE 60 ANCHOR REINFORCING, MIN 24" LAP AT EACH HAIR PIN
26. PL ⅜" X 3" X 5– ⅝"

PROJECT SPECIFIC STATE AGENCY APPROVAL

IDENTIFICATION STAMP
DIV. OF THE STATE ARCHITECT
APP: 01-121860 INC:
REVIEWED FOR
SS ☑ FLS ☑ ACS ☑
DATE: 06/30/2025


GLOBAL MODULAR incorporated
AURORA DESIGNS MODTECH Designs MODULAR STRUCTURES INTERNATIONAL, INC. DESIGNS
CONTRACTORS LICENSE #837357

NORTHERN CALIFORNIA DIVISON
450 COMMERCE AVE
ATWATER, CA 95301
PHONE: (209) 676-8029
FAX: (209) 676-8067
WEBSITE: WWW.GDVI.NET

SOUTHERN CALIFORNIA DIVISON
1850 CHICAGO AVE., SUITE I–7
RIVERSIDE, CA 92507
PHONE: (951) 686-3633
FAX: (951) 686-3666
WEBSITE: WWW.GDVI.NET



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PROJECT NAME:

OAKLAND UNIFIED SCHOOL DISTRICT
FREMONT HIGH SCHOOL
94601 FOOTHILL BLVD, OAKLAND
CA. 94601

SHEET TITLE:

FLUSH TO GRADE CONCRETE FOUNDATION DETAILS

A SEPARATE PROJECT APPLICATION FOR CONSTRUCTION IS REQUIRED

MFR. STRUCTURAL ENGINEER OF RECORD


ORION STRUCTURAL ENGINEERING, INC.
11305 RANCHO BERNARDO ROAD, SUITE 121 SAN DIEGO, CA 92127
(858) 679-1974 RYAN@ORIONSE.COM


MFR. PROJECT SPECIFIC PROFESSIONAL OF RECORD

ARCHITECT OF RECORD

REVISIONS
1 -
2 -
3 -
4 -

PROJECT NO.:
DRAWN BY:
SCALE: AS NOTED
DATE: 08/05/2024

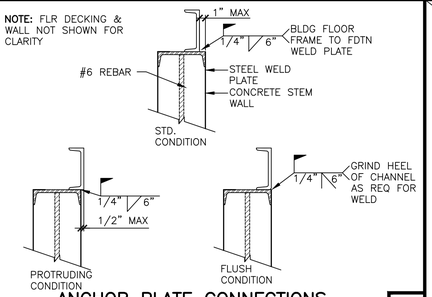
SHEET NUMBER

2–F3.0–PS

NOT USED

15

NOTE: FLR DECKING & WALL NOT SHOWN FOR CLARITY



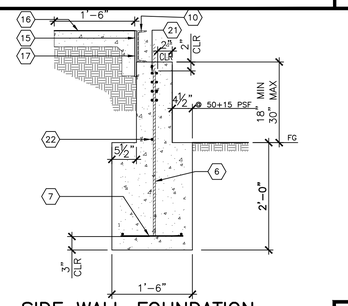

ANCHOR PLATE CONNECTIONS

SCALE: NTS

10

NOT USED

6



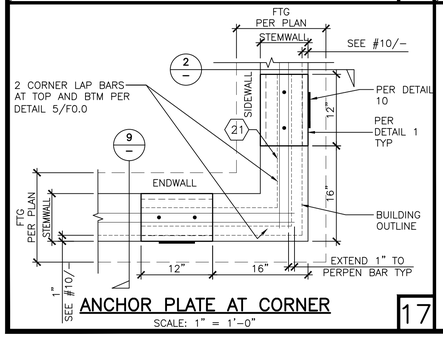

SIDE WALL FOUNDATION

SCALE: 3/4"=1'-0"

2

NOT USED

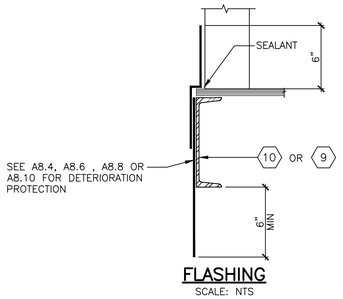
16




ANCHOR PLATE AT CORNER

SCALE: 1" = 1'-0"

17



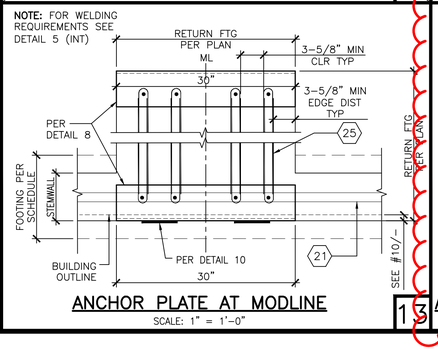

FLASHING

SCALE: NTS

11

NOT USED

12



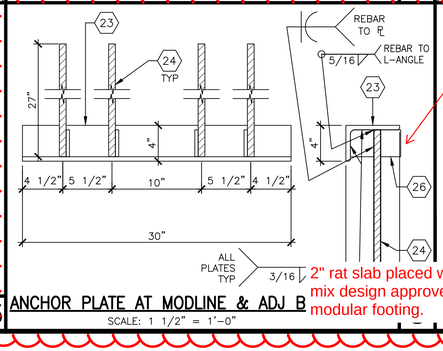

ANCHOR PLATE AT MODLINE

SCALE: 1" = 1'-0"

13

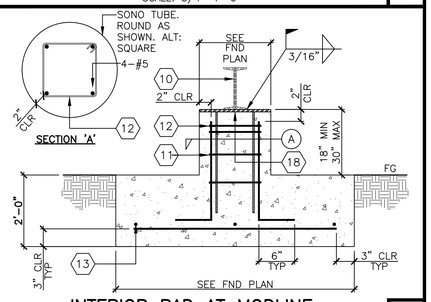
NOT USED

7




ANCHOR PLATE AT MODLINE & ADJ B

SCALE: 1 1/2" = 1'-0"




INTERIOR PAD AT MODLINE

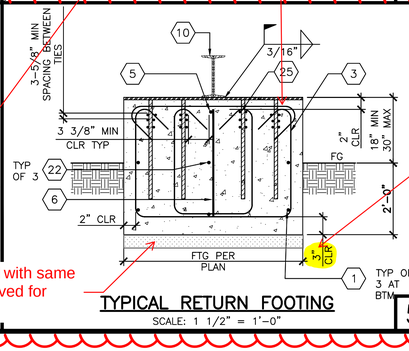
SCALE: 1" = 1'-0"

3

NOT USED

4

Due to the knife plates on the anchor plate, the rebar cage is being pushed lower in the concrete footing than shown in detail 5




TYPICAL RETURN FOOTING

SCALE: 1 1/2" = 1'-0"

5

2" rat slab placed with same mix design approved for modular footing.

1. Please confirm it is acceptable to decrease this dimension as necessary to a minimum of 1" clear if necessary to fit the rebar cage.

**Cahill Contractors LLC**
425 California Street, Suite 2200
San Francisco, California 94104
P: (415) 986-0600

**Project: 0583-01 OUSD FREMONT - BLDG A MODERNIZATION & NEW PARKING LOT**
4610 Foothill Blvd / 4529 Foothill Blvd
Oakland, California 94601

# RFI #96-Phase2: Rebar Cage in Return Footing Conflict with Anchor Plate.

| | | | |
|---|---|---|---|
| **Revision** | 0 | **Status** | Closed on 02/04/26 |
| **To** | Will Nethercutt (CAHILL CONTRACTORS) | **From** | Will Nethercutt (CAHILL CONTRACTORS) |
| **Date Initiated** | Jan 27, 2026 | **Due Date** | Feb 3, 2026 |
| **Location** | | | |
| **Cost Impact** | | **Schedule Impact** | |
| **Spec Section** | | | |
| **Drawing Number** | | **Reference** | |
| **Linked Drawings** | | | |
| **Copies To** | Eleni Antonelli (HIBSER YAMAUCHI ARCHITECTS, INC.), Diego Baron (CAHILL CONTRACTORS), Paul Cormican (CAHILL CONTRACTORS), JaQuan Cornish (OAKLAND UNIFIED SCHOOL DISTRICT), Ken DeCarlo , Justin Mapalo , Megan McDevitt (CAHILL CONTRACTORS), Chris Mendez (CAHILL CONTRACTORS), Nick Misakian (CAHILL CONTRACTORS), Will Nethercutt (CAHILL CONTRACTORS), Christina Stone (OAKLAND UNIFIED SCHOOL DISTRICT) | | |
| **Priority** | 1 - Urgent | **Sub RFI#** | |
| **Posted to Drawings** | No | | |

## Activity

**Question**

**Question from Will Nethercutt CAHILL CONTRACTORS** *on Tuesday, Jan 27, 2026 at 02:33 PM PST*

Ref: 2-F3.0-PS

Detail 5 on 2-F3.0-PS shows the reinforcing required in a typical return footing. This includes an anchor plate which is shown in detail 8. Detail 8 shows the anchor plate has knife plates extending ~3" down from the L plate. This knife plate is not shown on detail 5. Because of that plate, the rebar cage is being forced lower in the footing than shown. As highlighted on SK-01 detail 5 calls for a minimum 3" clear between the bottom of the rebar cage and the bottom of footing.

Based on conversation with Global Modular, it is acceptable to push the cage down as needed up to a minimum 1" clear from the bottom of the footing (3" from soil due to the 2" rat slab which is made of the concrete foundation concrete mix).

1. Please confirm it is acceptable to decrease the highlighted dimension as necessary to a minimum of 1" clear if necessary to fit the rebar cage.

**Attachments**
RFI 96 - Phase 2 - Rebar Cage in Return Footing Conflict with Anchor Plate.pdf

**Official Response**

**Response from Will Nethercutt CAHILL CONTRACTORS** *on Wednesday, Feb 4, 2026 at 07:50 AM PST*

The attached files provide documentation of GM's response to these RFIs stating that it is acceptable to decrease the highlighted dimension as necessary to a minimum of 1" clear if necessary to fit the rebar cage.

**Attachments**
Email from GM - 1.30.26.pdf, RFI 96 - Phase 2 - Rebar Cage in Return Footing Conflict with Anchor Plate - Global Response.pdf

**All Replies**

**Response from Will Nethercutt CAHILL CONTRACTORS** *on Wednesday, Feb 4, 2026 at 07:50 AM PST*

The attached files provide documentation of GM's response to these RFIs stating that it is acceptable to decrease the highlighted dimension as necessary to a minimum of 1" clear if necessary to fit the rebar cage.

**Attachments**
Email from GM - 1.30.26.pdf, RFI 96 - Phase 2 - Rebar Cage in Return Footing Conflict with Anchor Plate - Global Response.pdf

## Will Nethercutt

**From:** Aaron Hamilton <ahamilton@gdvi.net>
**Sent:** Friday, January 30, 2026 12:02 PM
**To:** Will Nethercutt
**Cc:** Rudra Upadhyay; Ryan Omer
**Subject:** Re: Fremont- Foundation Observation Picture
**Attachments:** RFI 98 - Phase 2 - Vent Well Walls to be Placed in Two Pours.pdf; RFI 96 - Phase 2 - Rebar Cage in Return Footing Conflict with Anchor Plate.pdf

Will,

Please find the attached response for the remaining RFIs.

**Thank you,**

**Aaron Hamilton**
**Project Manager**

**Phone (209) 676-8029 Mobile (209) 658-5650**
**Web https://gdvi.net/ Email ahamilton@gdvi.net**
**450 Commerce Ave. Atwater, CA 95301**

On Fri, Jan 30, 2026 at 11:39 AM Aaron Hamilton <ahamilton@gdvi.net> wrote:

Will,

See attached response, and our SE is CC'd on the email.

**Thank you,**

**Aaron Hamilton**
**Project Manager**

**Phone (209) 676-8029 Mobile (209) 658-5650**
**Web https://gdvi.net/ Email ahamilton@gdvi.net**
**450 Commerce Ave. Atwater, CA 95301**

On Fri, Jan 30, 2026 at 11:30 AM Will Nethercutt <wNethercutt@cahill-sf.com> wrote:

Hi Aaron,

I have forwarded these items over the IOR. He had been looking for something more formal from Orion on the RFI responses so I think he is going to say the same thing when he looks at these. Also, can you please confirm what Orion is still wanting us to provide photo wise for the rebar in the field. I am happy to take photos and send over but just want to make sure that I am providing everything they still need to see.

Thanks,

**Will Nethercutt**

*Project Engineer*

CAHILL

**C** (925) 935-2828| cahill-sf.com

---

**From:** Aaron Hamilton <ahamilton@gdvi.net>
**Sent:** Friday, January 30, 2026 11:05 AM
**To:** Will Nethercutt <wNethercutt@cahill-sf.com>
**Subject:** Fwd: Fremont- Foundation Observation Picture

Will,

Please find the attached observation letter, and the horizontal lap is 24" for the RFI 96.

**Thank you,**

**Aaron Hamilton**

**Project Manager**

---

**Phone (209) 676-8029 Mobile (209) 658-5650**

**Web https://gdvi.net/ Email ahamilton@gdvi.net**

**450 Commerce Ave. Atwater, CA 95301**

---------- Forwarded message ---------
From: **Rudra Upadhyay** <rudra@orionse.com>
Date: Fri, Jan 30, 2026, 10:25 AM
Subject: Re: Fremont- Foundation Observation Picture
To: Aaron Hamilton <ahamilton@gdvi.net>

Aaron,

Please refer to the attached

---

**From:** Aaron Hamilton <ahamilton@gdvi.net>
**Sent:** Friday, January 30, 2026 8:34 AM
**To:** Rudra Upadhyay <rudra@orionse.com>
**Subject:** Re: Fremont- Foundation Observation Picture

Rudra,

Please send over the observation letter.

**Thank you,**

**Aaron Hamilton**

**Project Manager**

**Phone (209) 676-8029 Mobile (209) 658-5650**

**Web https://gdvi.net/ Email ahamilton@gdvi.net**

**450 Commerce Ave. Atwater, CA 95301**

On Thu, Jan 29, 2026 at 11:14 AM Aaron Hamilton <ahamilton@gdvi.net> wrote:

Rudra,

Please find the attached pictures and the approved drawing for the observation letter with the stamp. We need this by the end of today. Below is the list of items we need to acknowledge.

**Area Well- Cold Joint connection at top:**

**Return Footing Rebar Clearance.**

**Stepdown Footing:**

DSA Approved Drawing.pdf

DSA Approved Drawing.pdf

20260128_114057.jpg

20260128_114113.jpg

20260128_114121(0).jpg

20260128_114121.jpg

20260128_114141.jpg

20260128_114156.jpg

20260128_114226.jpg

20260128_114229.jpg

20260128_114313.jpg

20260128_114317.jpg

20260128_114330.jpg

20260128_114334.jpg

20260128_114400.jpg

20260128_114404.jpg

20260128_114406.jpg

20260128_114421.jpg

20260128_114423.jpg

**Thank you,**

**Aaron Hamilton**

**Project Manager**

---

**Phone (209) 676-8029  Mobile (209) 658-5650**

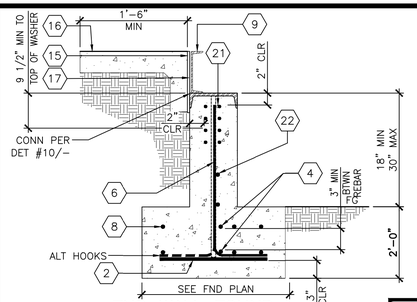
**Web https://gdvi.net/  Email ahamilton@gdvi.net**

**450 Commerce Ave. Atwater, CA 95301**

RFI 96 - Phase 2
1/23/25
SK-01

NOT USED

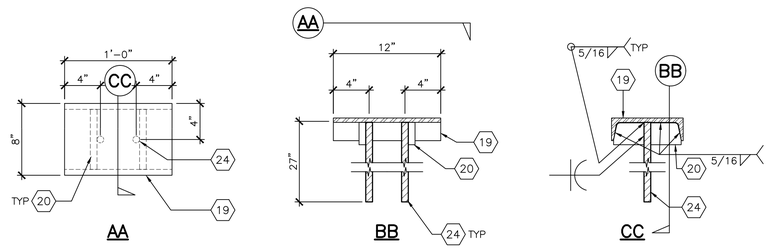
14




END WALL FOUND

SCALE: 1" = 1'-0"

9




ANCHOR PLATE AT CORNERS

SCALE: 1 1/2" = 1'-0"

NOTE: BARS TO BE FACED TOWARD EXTERIOR FACE OF STEM.

1

## KEY NOTES

1. #5 REBAR
2. #4 REBAR @ 24" OC
3. REBAR CAGE – #5 VERTICALS WITH #5 HORIZONTAL REBAR (90° BENDS AT EACH END) SPACED 12" OC MAX
4. REBAR – (2) #5 CONTINUOUS TOP AND BOTTOM, MIN. 3" APART
5. REBAR – (1) #5 CONTINUOUS TOP AND BOTTOM
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7. PROVIDE (2)–#4 CONT. LONGITUDINAL AND #4 @ 9" O.C. TRANSVERSE
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9. STEEL PERIMETER FRAME – END CHANNEL
10. STEEL PERIMETER FRAME – SIDE CHANNEL
11. REBAR – #4 TIES @ 8" OC
12. REBAR – (2) #4 TIES AT TOP 5", MIN. 1 1/2" APART.
13. REBAR – #5 EA WAY (SEE SCHEDULE ON FOUNDATION PLAN FOR AMOUNT)
14. REBAR – (4) #5 VERT
15. FELT EXPANSION JOINT (NOT BY BUILDING MANUFACTURER)
16. MOW STRIP/CONCRETE SIDEWALK (NOT BY BUILDING MANUFACTURER)
17. 22 GA GALVANIZED SHEET METAL FLASHING EXTEND 6" BELOW PERIMETER FRAME
18. ANCHOR PLATE PER DETAIL #6, F0.0.
19. C8x18.75 STEEL EMBEDMENT PLAT
20. PL ¾"x2 ½" COPED AND FITTED TO C CHANNEL
21. REBAR – (4) #4 AT TOP STEMWALL AT EACH SIDE OF VERTICAL SPACED 1–1/2" CLR OF EACH REBARS
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23. L–6" X 4" X 1/2" THICK STEEL EMBEDMENT PLATE
24. #6 A706 REBAR GRADE 60 X 27" LONG MIN. WELDED TO STEEL PLATE
25. (4) #3 HAIR PIN TIES GRADE 60 ANCHOR REINFORCING, MIN 24" LAP AT EACH HAIR PIN
26. PL ⅜" X 3" X 5– ⅝"

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SS ☑ FLS ☑ ACS ☑
DATE: 06/30/2025


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CONTRACTORS LICENSE #837357

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FAX: (951) 686-3666
WEBSITE: WWW.GDVI.NET



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PROJECT NAME:

OAKLAND UNIFIED SCHOOL DISTRICT
FREMONT HIGH SCHOOL
94601 FOOTHILL BLVD, OAKLAND
CA. 94601

SHEET TITLE:

FLUSH TO GRADE CONCRETE FOUNDATION DETAILS

A SEPARATE PROJECT APPLICATION FOR CONSTRUCTION IS REQUIRED

MFR. STRUCTURAL ENGINEER OF RECORD


ORION STRUCTURAL ENGINEERING, INC.
11305 RANCHO BERNARDO ROAD, SUITE 121 SAN DIEGO, CA 92127
(858) 679-1974 RYAN@ORIONSE.COM


MFR. PROJECT SPECIFIC PROFESSIONAL OF RECORD

ARCHITECT OF RECORD

REVISIONS
1 -
2 -
3 -
4 -

PROJECT NO.:
DRAWN BY:
SCALE: AS NOTED
DATE: 08/05/2024

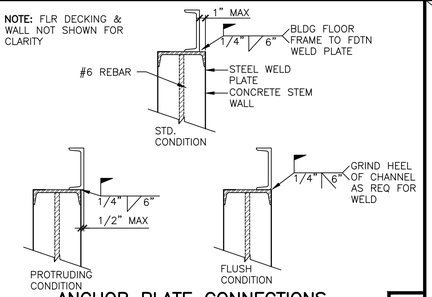
SHEET NUMBER

2–F3.0–PS

NOT USED

15

NOTE: FLR DECKING & WALL NOT SHOWN FOR CLARITY



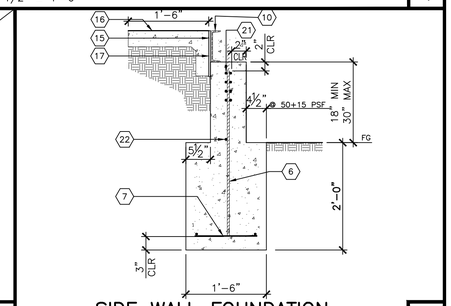

ANCHOR PLATE CONNECTIONS

SCALE: NTS

10

NOT USED

6



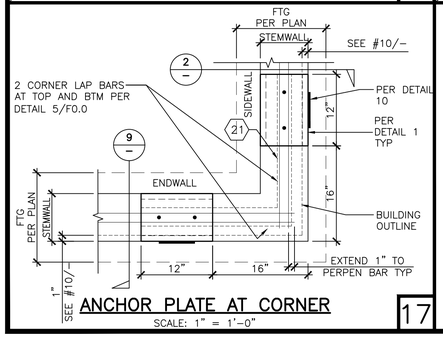

SIDE WALL FOUNDATION

SCALE: 3/4"=1'-0"

2

NOT USED

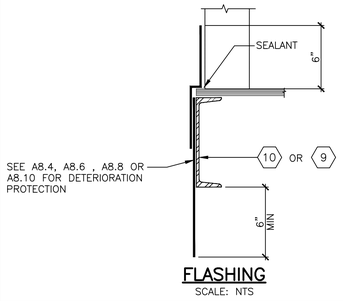
16




ANCHOR PLATE AT CORNER

SCALE: 1" = 1'-0"

17



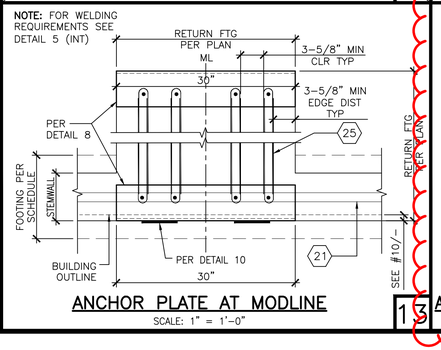

FLASHING

SCALE: NTS

11

NOT USED

12



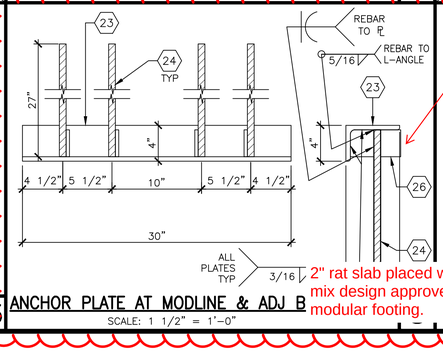

ANCHOR PLATE AT MODLINE

SCALE: 1" = 1'-0"

13

NOT USED

7

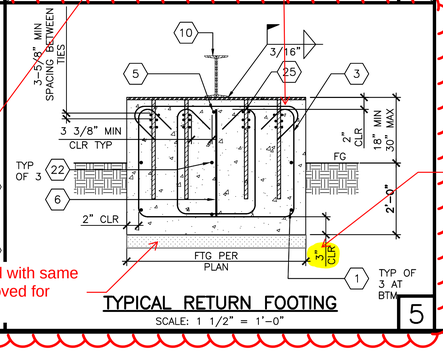



ANCHOR PLATE AT MODLINE & ADJ B

SCALE: 1 1/2" = 1'-0"

NOT USED

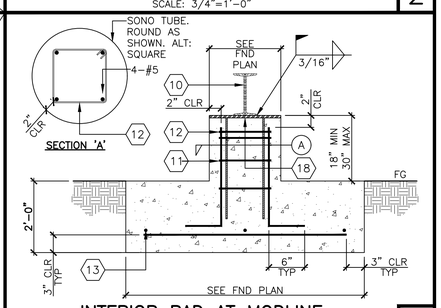
4




TYPICAL RETURN FOOTING

SCALE: 1 1/2" = 1'-0"

5




INTERIOR PAD AT MODLINE

SCALE: 1" = 1'-0"

3

GM Response:
That is acceptable since the drawing is does not show the embed stiffener plate.

By:Aaron Hamilton

Due to the knife plates on the anchor plate, the rebar cage is being pushed lower in the concrete footing than shown in detail 5

GM Response:
1" clear is acceptable since we have 2" slurry and 3" away from the soil.

By:Aaron Hamilton

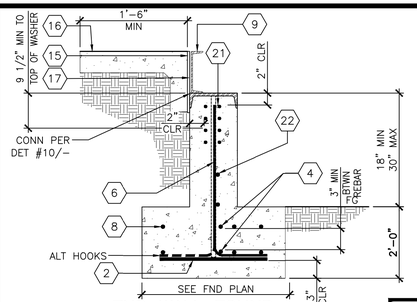
1. Please confirm it is acceptable to decrease this dimension as necessary to a minimum of 1" clear if necessary to fit the rebar cage.

2" rat slab placed with same mix design approved for modular footing.

RFI 96 - Phase 2
1/23/25
SK-01

NOT USED

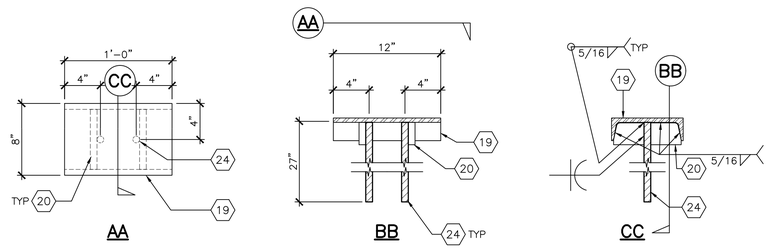
14




END WALL FOUND

SCALE: 1" = 1'-0"

9




ANCHOR PLATE AT CORNERS

SCALE: 1 1/2" = 1'-0"

NOTE: BARS TO BE FACED TOWARD EXTERIOR FACE OF STEM.

1

## KEY NOTES

1. #5 REBAR
2. #4 REBAR @ 24" OC
3. REBAR CAGE – #5 VERTICALS WITH #5 HORIZONTAL REBAR (90° BENDS AT EACH END) SPACED 12" OC MAX
4. REBAR – (2) #5 CONTINUOUS TOP AND BOTTOM, MIN. 3" APART
5. REBAR – (1) #5 CONTINUOUS TOP AND BOTTOM
6. REBAR – (1) #4 VERT @ 12" OC (CENTERED IN STEM WALL)
7. PROVIDE (2)–#4 CONT. LONGITUDINAL AND #4 @ 9" O.C. TRANSVERSE
8. (3) #5 AT TOP AND BOTTOM
9. STEEL PERIMETER FRAME – END CHANNEL
10. STEEL PERIMETER FRAME – SIDE CHANNEL
11. REBAR – #4 TIES @ 8" OC
12. REBAR – (2) #4 ▢ TIES AT TOP 5", MIN. 1 1/2" APART.
13. REBAR – #5 EA WAY (SEE SCHEDULE ON FOUNDATION PLAN FOR AMOUNT)
14. REBAR – (4) #5 VERT
15. FELT EXPANSION JOINT (NOT BY BUILDING MANUFACTURER)
16. MOW STRIP/CONCRETE SIDEWALK (NOT BY BUILDING MANUFACTURER)
17. 22 GA GALVANIZED SHEET METAL FLASHING EXTEND 6" BELOW PERIMETER FRAME
18. ANCHOR PLATE PER DETAIL #6, F0.0.
19. C8x18.75 STEEL EMBEDMENT PLAT
20. PL ¾"x2 ½" COPED AND FITTED TO C CHANNEL
21. REBAR – (4) #4 AT TOP STEMWALL AT EACH SIDE OF VERTICAL SPACED 1–1/2" CLR OF EACH REBARS
22. PROVIDE #4 @ 12" O.C. HORIZONTAL
23. L–6" X 4" X 1/2" THICK STEEL EMBEDMENT PLATE
24. #6 A706 REBAR GRADE 60 X 27" LONG MIN. WELDED TO STEEL PLATE
25. (4) #3 HAIR PIN TIES GRADE 60 ANCHOR REINFORCING, MIN 24" LAP AT EACH HAIR PIN
26. PL ⅜" X 3" X 5– ⅝"

PROJECT SPECIFIC STATE AGENCY APPROVAL

IDENTIFICATION STAMP
DIV. OF THE STATE ARCHITECT
APP: 01-121860 INC:
REVIEWED FOR
SS ☑ FLS ☑ ACS ☑
DATE: 06/30/2025


GLOBAL MODULAR incorporated
AURORA DESIGNS MODTECH Designs MODULAR STRUCTURES INTERNATIONAL, INC. DESIGNS
CONTRACTORS LICENSE #837357

NORTHERN CALIFORNIA DIVISON
450 COMMERCE AVE
ATWATER, CA 95301
PHONE: (209) 676-8029
FAX: (209) 676-8067
WEBSITE: WWW.GDVI.NET

SOUTHERN CALIFORNIA DIVISON
1850 CHICAGO AVE., SUITE I–7
RIVERSIDE, CA 92507
PHONE: (951) 686-3633
FAX: (951) 686-3666
WEBSITE: WWW.GDVI.NET



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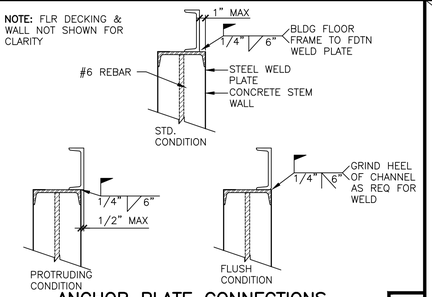
SHEET NUMBER

2–F3.0–PS

NOT USED

15

NOTE: FLR DECKING & WALL NOT SHOWN FOR CLARITY



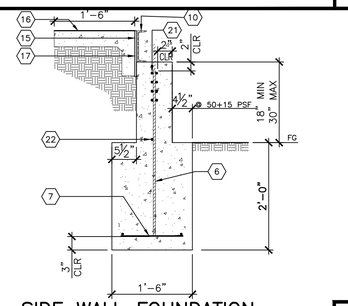

ANCHOR PLATE CONNECTIONS

SCALE: NTS

10

NOT USED

6



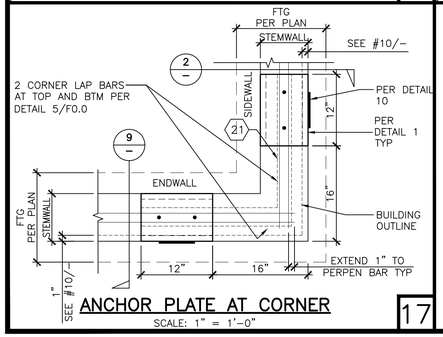

SIDE WALL FOUNDATION

SCALE: 3/4"=1'-0"

2

NOT USED

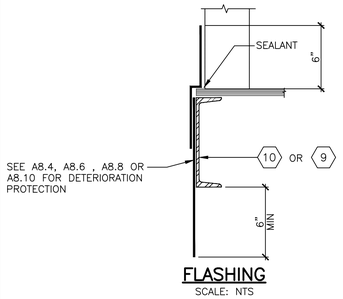
16




ANCHOR PLATE AT CORNER

SCALE: 1" = 1'-0"

17



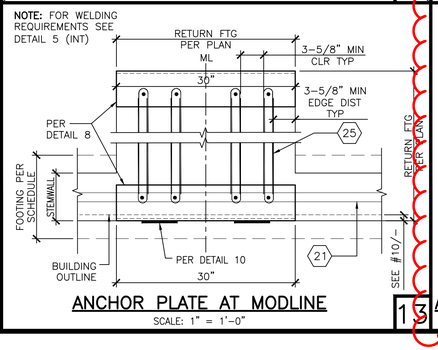

FLASHING

SCALE: NTS

11

NOT USED

12



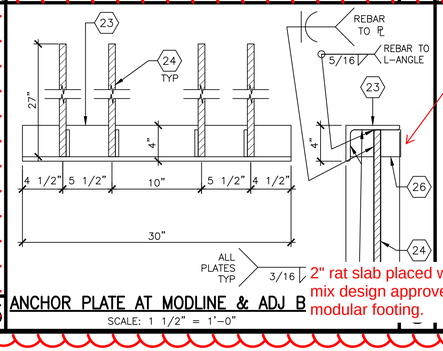

ANCHOR PLATE AT MODLINE

SCALE: 1" = 1'-0"

13

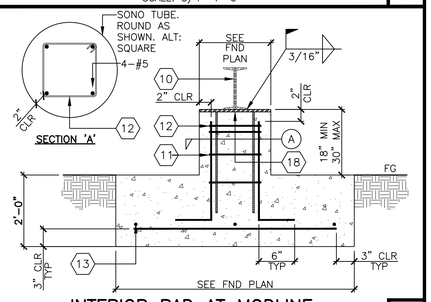
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7




ANCHOR PLATE AT MODLINE & ADJ B

SCALE: 1 1/2" = 1'-0"




INTERIOR PAD AT MODLINE

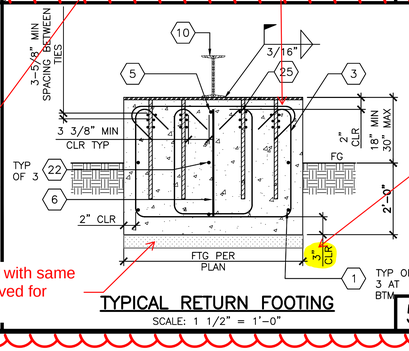
SCALE: 1" = 1'-0"

3

NOT USED

4

Due to the knife plates on the anchor plate, the rebar cage is being pushed lower in the concrete footing than shown in detail 5




TYPICAL RETURN FOOTING

SCALE: 1 1/2" = 1'-0"

5

2" rat slab placed with same mix design approved for modular footing.

1. Please confirm it is acceptable to decrease this dimension as necessary to a minimum of 1" clear if necessary to fit the rebar cage.

CAHILL

Job # 0583-01 OUSD Fremont High School

Expire 6/30/26

**CHANGE ORDER LABOR RATES PER DIR WEBSITE PREVAILING WAGE DETERMINATION**

Please provide labor rates per Exhibit E of the subcontract. Provide additional pages for additional trades.

| |
|---|
| **CONTRACTOR'S NAME: Berkeley Cement, Inc** |
| **TRADE:** **Carpenter** |

| | | JM REG | JM 1.5OT | JM 2OT | FM REG | FM 1.5 OT |
|---|---|---|---|---|---|---|
| A | **Basic Hourly Rate** | 67.01 | 100.52 | 134.02 | 73.71 | 110.57 |
| B | **Vacation & Holiday** | 3.43 | 3.43 | 3.43 | 3.43 | 3.43 |
| C | **Taxable rate** (A + B) | 70.44 | 103.95 | 137.45 | 77.14 | 114.00 |
| D | **Fringes** (Health & Welfare, Pension, Training) | 33.65 | 33.65 | 33.65 | 33.65 | 33.65 |
| E | **Labor Burden / Payroll Taxes** *Only applied to "C" & total cannot exceed 25% OF "C" (SSI, Medicare, FUTA, SUI, Training tax, Workers Comp) | 16.75 | 25.13 | 33.51 | 18.43 | 27.64 |
| F | **TOTAL LABOR RATE** (C + D +E) | 120.84 | 162.72 | 204.61 | 129.22 | 175.29 |

**10% change order markup should not be included here.

425 California Street, Suite 2200; San Francisco, CA 94104
P (415) 986-0600 F (415) 986-6604

1111 Broadway, Suite 1340; Oakland, CA 94607
P (510) 250-8500 F (415) 986-6604

approved
10/05/2025

CAHILL

Job # 0583-01 OUSD Fremont High School

Expire 6/30/26

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Please provide labor rates per Exhibit E of the subcontract. Provide additional pages for additional trades.

| |
|---|
| **CONTRACTOR'S NAME: Berkeley Cement, Inc** |
| **TRADE:** **Cement Mason** |

| | | JM REG | JM 1.5OT | JM 2OT | FM REG | FM 1.5 OT |
|---|---|---|---|---|---|---|
| A | **Basic Hourly Rate** | 49.00 | 73.50 | 98.00 | 53.90 | 80.85 |
| B | **Vacation & Holiday** | 7.40 | 7.40 | 7.40 | 7.40 | 7.40 |
| C | **Taxable rate** (A + B) | 56.40 | 80.90 | 105.40 | 61.30 | 88.25 |
| D | **Fringes** (Health & Welfare, Pension, Training) | 23.66 | 23.66 | 23.66 | 23.66 | 23.66 |
| E | **Labor Burden / Payroll Taxes** *Only applied to "C" & total cannot exceed 25% OF "C" (SSI, Medicare, FUTA, SUI, Training tax, Workers Comp) | 12.25 | 18.38 | 24.5 | 13.48 | 20.21 |
| F | **TOTAL LABOR RATE** (C + D +E) | 92.31 | 122.94 | 153.56 | 98.44 | 132.12 |

**10% change order markup should not be included here.

Approved
11/05/2025

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CAHILL

Job # 0583-01 OUSD Fremont High School

**CHANGE ORDER LABOR RATES PER DIR WEBSITE PREVAILING WAGE DETERMINATION**

Please provide labor rates per Exhibit E of the subcontract. Provide additional pages for additional trades.

| |
|---|
| **CONTRACTOR'S NAME:** Berkeley Cement, Inc |
| **TRADE:** Laborer |

| | | JM REG | JM 1.5OT | JM 2OT | FM REG | FM 1.5 OT |
|---|---|---|---|---|---|---|
| A | **Basic Hourly Rate** | 39.85 | 59.78 | 79.70 | 43.87 | 65.75 |
| B | **Vacation & Holiday** | 3.91 | 3.91 | 3.91 | 3.91 | 3.91 |
| C | **Taxable rate** (A + B) | 43.76 | 63.69 | 83.61 | 47.75 | 69.66 |
| D | **Fringes** (Health & Welfare, Pension, Training) | 27.25 | 27.25 | 27.25 | 27.25 | 27.25 |
| E | **Labor Burden / Payroll Taxes** *Only applied to "C" & total cannot exceed 25% OF "C" (SSI, Medicare, FUTA, SUI, Training tax, Workers Comp) | 9.96 | 14.94 | 19.93 | 10.96 | 16.44 |
| F | **TOTAL LABOR RATE** (C + D +E) | 80.97 | 105.88 | 103.79 | 85.95 | 113.35 |

**10% change order markup should not be included here.

Approved EE Vinuya 10/04/25

425 California Street, Suite 2200; San Francisco, CA 94104
P (415) 986-0600 F (415) 986-6604

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CAHILL

Job # 0583-01 OUSD Fremont High School

**CHANGE ORDER LABOR RATES PER DIR WEBSITE PREVAILING WAGE DETERMINATION**

Please provide labor rates per Exhibit E of the subcontract. Provide additional pages for additional trades.

| |
|---|
| **CONTRACTOR'S NAME:** Berkeley Cement, Inc |
| **TRADE:** Iron Worker |

| | | JM REG | JM 1.5OT | JM 2OT | FM REG | FM 1.5 OT |
|---|---|---|---|---|---|---|
| A | **Basic Hourly Rate** | 55.83 | 83.75 | 111.66 | 61.41 | 92.12 |
| B | **Vacation & Holiday** | 6.35 | 6.35 | 6.35 | 6.35 | 6.35 |
| C | **Taxable rate** (A + B) | 62.18 | 90.10 | 118.01 | 67.76 | 98.47 |
| D | **Fringes** (Health & Welfare, Pension, Training) | 30.80 | 30.80 | 30.80 | 30.80 | 30.80 |
| E | **Labor Burden / Payroll Taxes** *Only applied to "C" & total cannot exceed 25% OF "C" (SSI, Medicare, FUTA, SUI, Training tax, Workers Comp) | 13.96 | 20.94 | 27.92 | 15.35 | 23.03 |
| F | **TOTAL LABOR RATE** (C + D +E) | 106.94 | 141.83 | 176.73 | 113.92 | 152.30 |

**10% change order markup should not be included here.

Approved
11/04/25

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1111 Broadway, Suite 1340; Oakland, CA 94607
P (510) 250-8500 F (415) 986-6604

CAHILL

Job # 0583-01 OUSD Fremont High School

**CHANGE ORDER LABOR RATES PER DIR WEBSITE PREVAILING WAGE DETERMINATION**

Please provide labor rates per Exhibit E of the subcontract. Provide additional pages for additional trades.

| |
|---|
| **CONTRACTOR'S NAME: Berkeley Cement, Inc** ✓ |
| **TRADE:** **Operating Engineer** ✓ |

| | | JM REG | JM 1.5OT | JM 2OT | FM REG | FM 1.5 OT |
|---|---|---|---|---|---|---|
| A | **Basic Hourly Rate** | 66.96 ✓ | 100.44 ✓ | 133.92 ✓ | 73.66 ✓ | 110.48 ✓ |
| B | **Vacation & Holiday** | 6.10 ✓ | 6.10 ✓ | 6.10 ✓ | 6.10 ✓ | 6.10 ✓ |
| C | **Taxable rate** (A + B) | 73.06 | 106.54 | 140.02 | 79.76 | 116.58 |
| D | **Fringes** (Health & Welfare, Pension, Training) | 28.59 ✓ | 28.59 ✓ | 28.59 ✓ | 28.59 ✓ | 28.59 ✓ |
| E | **Labor Burden / Payroll Taxes** *Only applied to "C" & total cannot exceed 25% OF "C" (SSI, Medicare, FUTA, SUI, Training tax, Workers Comp) | 16.74 ✓ | 25.11 ✓ | 33.48 ✓ | 18.41 | 27.62 |
| F | **TOTAL LABOR RATE** (C + D +E) | 118.39 ✓ | 160.24 ✓ | 202.09 ✓ | 126.76 ✓ | 172.80 ✓ |

**10% change order markup should not be included here. ✓

approved EEVinyard 10/04/25

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P (415) 986-0600 F (415) 986-6604

1111 Broadway, Suite 1340; Oakland, CA 94607
P (510) 250-8500 F (415) 986-6604

# CHANGE ORDER REQUEST (Proposed Change Order)

## No. 8

**PROJECT:** Fremont Modernization Project
Fremont High School

**OWNER:** OAKLAND UNIFIED SCHOOL DISTRICT
**CONTRACTOR: CAHILL CONTRACTORS, LLC**
**1111 Broadway, Suite 1340**
**Oakland, CA 94607**

**DATE**: APRIL 10, 2026

**DSA FILE NO**.: 1-H8
**DSA APP NO.: 01-121860**
**OUSD PROJECT #: 22156**
**PROJECT MANAGER: JaQuan Cornish**

Contractor hereby submits this Change Order Request ("COR") pursuant to the contract documents.

DESCRIPTION OF PROPOSED CHANGES IN WORK (specifically refer to attached pages or incorporated documents): **PCO 8 (Cahill PCO 42) Phase II: RFI 91 Over-Ex and Added Slurry at Footings due to Wet Soil Conditions.** Per RFI 91 and geotechnical direction, contractor to over-excavate and add slurry to the bottom of the modular footings where water infiltration was preventing required compaction from being reached.

OTHER PROPOSED CHANGES TO THE CONTRACT:
_____
_____

PROPOSED ADJUSTMENT TO CONTRACT PRICE: $5,495.86
- If Contractor requests payment from an allowance, please indicate which allowance: _____

PROPOSED ADJUSTMENT TO CONTRACT TIME: 0 calendar days

REASON FOR REQUEST (check one or more):
_X__ Unforeseen Conditions
____ Direction by Government Agency
____ Owner Requested
____ Design Omission
____ Design Error
____ Other: _____

* * * * * * * * * * * *

**CERTIFICATION**

I, Megan McDevitt *[name of declarant]*, declare the following:

**Cahill Contractors, LLC** has contracted with **Oakland Unified School District** for the **22156 Fremont Modernization** Contract ("Contract"). **Cahill Contractors, LLC** authorized me to prepare the attached Change

Order Request ("COR") or Allowance Expenditure Request ("AER") for money and/or time extension for **Oakland Unified School District** regarding this Contract (such COR or AER being dated **April 10, 2026**, and entitled **PCO 8 (Cahill PCO 41) Phase II: RFI 96 Embed Conflict with Footing Rebar**, and requesting $**6,076.08** and/or **0** additional days), and I prepared the attached COR or AER. I am the most knowledgeable person at **Cahill Contractors, LLC** regarding this COR or AER.

The attached COR or AER complies with all laws applicable to submission of a COR or AER, including but not limited to California Penal Code section 72, Government Code sections 12650 et seq. (False Claims Act), and Business and Professions Code sections 17200 et seq. (Unfair Business Practices Act). I am aware that submission or certification of false claims, or other claims that violate law or the Contract, may lead to fines, imprisonment, and/or other serious legal consequences for myself or **Cahill Contractors, LLC**.

The attached COR or AER does not breach the Contract, is not a false claim, does not violate any applicable law, satisfies all provisions of the Contract applicable to submission of the COR or AER, only contains truthful and accurate supporting data, and only requests money and/or time extensions that accurately reflect the adjustments to money and time for which I believe that **Oakland Unified School District** is responsible under its Contract with **Cahill Contractors, LLC.**

While preparing this declaration and COR or AER, I consulted with others (including attorneys, consultants, or others who work for **Cahill Contractors, LLC** when necessary to ensure that the statements were true and correct.

Contractor understands and agrees that any COR or AER submitted without this certification does not meet the terms of the Contract Documents; that Owner, or Owner's representatives, may reject the COR or AER on that basis; and that unless Contractor properly and timely files the COR or AER with the certification, Contractor cannot further pursue the COR or AER in any forum and all rights to additional money or time for the issues covered by the COR or AER are waived due to a condition precedent not having been satisfied.

I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed April 14, 2026, at Oakland, California.



_____ *[signature]*
Megan McDevitt *[name of declarant]*

319-661/7106498.1

# FREMONT MODERNIZATION

Oakland Unified School District
Job # 22156

# PCO LOG

4/10/2026 3:33 PM

| PCO # | GC PCO # | Description | Cont'r /Sub | Date Received | Proposed Amount | Approved Amount | Date Finalized | Reason Code | Status |
|---|---|---|---|---|---|---|---|---|---|
| 1 | 7 | Phase II: DSA Approved Plan Set Part 2 - Piers & GCs | Cahill / Azul | 09/09/25 | $629,992.00 | $557,442.47 | 11/12/2025 | Agency | Approved |
| 2 | 10 | Phase I: Soil Compaction Issues at Parking Lot | D-Line | 09/25/25 | $182,658.88 | $153,249.53 | 3/24/2026 | Unforeseen | for Approval |
| 3 | 30 | Phase I: Sidewalk Soil Compaction Issues | D-Line | 01/06/26 | $25,614.12 | $24,427.69 | 3/26/2026 | Unforeseen | for Approval |
| 4 | 31 | Phase II: Added Grout Behind Lagging | Azul | 01/14/26 | $19,442.78 | $19,442.78 | 3/26/2026 | Agency | for Approval |
| 5 | 38 | Phase I: Permits for Sidewalk Work | City of Oakland | 02/10/26 | $8,486.59 | $7,876.18 | | Agency | for Approval |
| 6 | 40 | Phase I: RFI 94 Add Section of Curb Under Fence | BCI | 02/10/26 | $7,352.34 | $7,352.24 | | Owner | for Approval |
| 7 | 41 | Phase II: RFI 96 Embed Conflict with Footing Rebar | BCI | 02/10/26 | $6,076.08 | $6,076.08 | | Error | for Approval |
| 8 | 42 | Phase II: RFI 91 Over-Ex & Added Slurry at Footings due to Wet Soil Conditions | BCI / D-Line | 02/10/26 | $5,495.86 | $5,495.86 | | Unforeseen | for Approval |
| | 37 | Phase II: RFI 59-59.2 Conflicts with Bioretention Wall Elevations at Driveway | BCI / D-Line | 01/27/26 | $14,515.25 | | | Omissions | in review |
| | 55 | Phase II: CCD-011A Fire Alarm Changes, Modular Pathway to FACP | Cahill / Tulum | 03/11/26 | $118,415.63 | | | Agency | in review |
| | 57 | Phase II: RFI 40 & CCD-008B Exterior Lighting Changes | Cahill / Tulum | 03/16/26 | $18,271.85 | | | Owner | in review |
| | 58 | Phase II: Dry-Rot Repairs at Auditorium Bldg Entrance | Cahill / Various | 03/23/26 | $304,171.68 | | | Unforeseen | in review |
| | | | | | | | | | |

| | |
|---|---|
| Preconstruction Contract Price: | $200,000.00 |
| Total Contract Price: | $10,922,885.00 |
| Total Proposed: | $1,340,493.06 |
| Total Approved: | $781,362.83 |
| Total Contract with Approved Changes: | $11,704,247.83 |
| CO Percentage of Base Contract: | 7.15% |

Notes: *Sent to Consultants: C=Civil/ S=Struct./M=Mech./E=Elec./ L=Lands./D=District/SC=SchooF=Fire/R=Roofing **Email is standard. F = Faxed ***Remarks: UC - Unforeseen Condition / DRC - District Requested Change / AC - Agency Change

PCO # 042

02/10/2026

OAKLAND UNIFIED SCHOOL DISTRICT
955 HIGH STREET
OAKLAND, California, 94601

**Re:** PCO #042 Revision 0 - CE #095 - PH2 RFI 091 - Over-Ex & Slurry
**Job:** 0583-01 **/** OUSD FREMONT - BLDG A MODERNIZATION & NEW PARKING LOT

Enclosed please find **Potential Change Order #042** in the amount of $5,495.86 for:

CE #095 - PH2 RFI 091 - Over-Ex and Added Slurry at Footings due to Wet Soil Conditions
This PCO includes extra costs to over-excavate and add slurry at the bottom of the modular footings per RFI 091 direction due to water infiltration.

| PCO Item | Description | Cost |
|---|---|---|
| 1 | BCI COR 019, Tag 35030 - PH2 RFI 091 Added Slurry at Footings due to wet soil | $1,756.00 |
| 2 | D-Line - COR 018.1, Tag EX04330 dated 1/15/26 - PH2 RFI 091 Over Ex at Footings | $3,321.00 |
| | Subtotal | $5,077.00 |
| | Insurance (1.35%): | $68.54 |
| | Builders Risk (1.40%): | $71.08 |
| | SDI (0.50%): | $25.39 |
| | Bond (0.62%): | $31.48 |
| | Oakland GRT (0.38%): | $19.29 |
| | Fee (4.00%): | $203.08 |
| | Total: | $5,495.86 |

This pricing is valid for 30 days. This PCO includes a schedule extension of 0 days. We reserve the right to a contract time extension should the work contained in this PCO impact the overall project schedule.

Please sign below to approve and return to our office. Upon your signature, we will execute the appropriate subcontract adjustments and include this in a forthcoming Prime Contract Change Order to cover this added scope. If at any time contingency funds are used to pay for additional work, Cahill reserves the right to request a change order at a later date if it becomes apparent that contingency funds are needed elsewhere. Please call if you have any questions.

**Very truly yours,**
Cahill Contractors LLC



Megan McDevitt 02/10/2026

**Accepted by:**
OAKLAND UNIFIED SCHOOL DISTRICT

Date

| | |
|---|---|
| **Job:** | OUSD Fremont High School |
| **Address:** | 4610 Foothill Blvd, Oakland CA |
| **GC:** | Cahill |
| **Contact:** | Megan McDevitt |
| **Phone #:** | 415-604-8969 |
| **Fax #:** | mMcdevitt@cahill-sf.com |

**Date:** 1/20/2026

**PCO No:** 19

**Description:** Added fill per RFI 91

| Code | Item Description | Quantity | HRS Total | CHANGE ORDER PRICE TOTALS | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| | | | | Material Total | Labor Total | Equipment Total | Concrete Total | Sub-Tier Total | GRAND TOTAL |
| | Added Fill for RFI 91 | 7 cy | 2 | - | 162 | - | 1,358 | - | 1,520 |
| | | | - | - | - | - | - | - | - |
| | | | | - | 162 | - | 1,358 | - | 1,520 |
| | | | | **Subtotal** | | | | | 1,520 |
| | | | | **OH&P** | | 10% | | | 152 |
| | | | | **Sub-Tier Subtotal** | | | | | - |
| | | | | **Sub-Tier OH&P** | | 5% | | | - |
| | | | | **Total** | | | | | **1,672** |

with LIGHT FRAME 5% = $1,756

BCI EST. 1947

BERKELEY CEMENT INC.
1200 SIXTH STREET
BERKELEY, CA 94710
PHONE: (510) 525-8175
FAX: (510) 527-0782

# DAILY EXTRA WORK ORDER REPORT

TO BE COMPILED AND APPROVED DAILY

STATE CONTRACTORS LICENSE NO. 280750

E.W.O. No. 35030

PROJECT OUSD Fremont HS
ADDRESS 4610 Foothill blvd Oakland
AUTHORIZED BY Cahill
DESCRIPTION Additional Concrete @ Pad slab Due to saturated ground at bottom of Footing. RFI # 92 Reinforcement clearances.

Thursday
DATE 1/15/26

PROJECT JOB # 250606
CUSTOMER JOB #

## LABOR

| DATE | NAME / CLASS | PHASE CODE | HRS | AMOUNT |
|---|---|---|---|---|
| 1/15 | R De Leon | 99-99 | 2 | |

LABOR TOTALS

## MATERIAL

| DESCRIPTION | PHASE CODE | QTY | PRICE | AMOUNT |
|---|---|---|---|---|
| Concrete | 99-99 | 7 yards | | |

MATERIAL TOTALS

## OTHER CHARGES

## EQUIPMENT USED

| DATE | PHASE CODE | DESCRIPTION | HRS | AMOUNT |
|---|---|---|---|---|
| 1/15 | 99-99 | 38M Pump | 2 | |

EQUIPMENT TOTALS

## COST SUMMARY

| | |
|---|---|
| LABOR | |
| BURDEN | |
| MATERIAL | |
| EQUIPMENT | |
| OTHER CHARGES | |
| SUB-TOTAL | |
| OVERHEAD @ % | |
| SUB-TOTAL | |
| PROFIT @ % | |
| TOTAL | |

1/15/26

Berkeley Cement Inc. SIGNATURE

CUSTOMER SIGNATURE

**Cahill Contractors LLC**
425 California Street, Suite 2200
San Francisco, California 94104
P: (415) 986-0600

**Project: 0583-01 OUSD FREMONT - BLDG A MODERNIZATION & NEW PARKING LOT**
4610 Foothill Blvd / 4529 Foothill Blvd
Oakland, California 94601

# RFI #91-Phase2: Geotechnical Direction Needed for Water Infiltration at Building 7000 Footing Excavation

| | | | |
|---|---|---|---|
| **Revision** | 0 | **Status** | Closed on 01/14/26 |
| **To** | Eleni Antonelli (HIBSER YAMAUCHI ARCHITECTS, INC.) | **From** | Will Nethercutt (CAHILL CONTRACTORS) |
| **Date Initiated** | Jan 13, 2026 | **Due Date** | Jan 20, 2026 |
| **Location** | | | |
| **Cost Impact** | | **Schedule Impact** | |
| **Spec Section** | | | |
| **Drawing Number** | 2-C3.0 | **Reference** | |
| **Linked Drawings** | | | |
| **Copies To** | Eleni Antonelli (HIBSER YAMAUCHI ARCHITECTS, INC.), Diego Baron (CAHILL CONTRACTORS), Paul Cormican (CAHILL CONTRACTORS), JaQuan Cornish (OAKLAND UNIFIED SCHOOL DISTRICT), Ken DeCarlo , Justin Mapalo , Megan McDevitt (CAHILL CONTRACTORS), Chris Mendez (CAHILL CONTRACTORS), Nick Misakian (CAHILL CONTRACTORS), Will Nethercutt (CAHILL CONTRACTORS), Christina Stone (OAKLAND UNIFIED SCHOOL DISTRICT) | | |
| **Priority** | 1 - Urgent | **Sub RFI#** | |
| **Posted to Drawings** | No | | |

## Activity

**Question**

**Question from Will Nethercutt CAHILL CONTRACTORS** *on Tuesday, Jan 13, 2026 at 11:53 AM PST*

Ref: 2-C3.0

During excavation for the modular foundations, the clouded area at the North side of building 7000 as shown on SK-01 is getting water infiltration which is preventing compaction from being achieved. Cahill is seeking geotechnical direction as to how to proceed in order to achieve compaction. Note, Cahill is planning on pouring a rat slab at the bottom of the modular foundation excavations.

1. Please advise how Cahill is to proceed with work to reach compaction at the clouded location.

**Attachments**
RFI 91 - Phase 2 - Geotechnical Direction Needed for Water Infiltration at Building 7000 Footing Excavation.pdf

**Official Response**

**Response from Eleni Antonelli HIBSER YAMAUCHI ARCHITECTS, INC.** *on Tuesday, Jan 13, 2026 at 04:50 PM PST*

Geotech's Response on 1/13/26:
We recommend that the crew over-excavate to firm, native soil, and backfill/bring back up to the design "bottom of footing elevation" with minimum 2-sack cement slurry. Any standing water in the bottom of the excavation should be pumped out first, so as to not dilute the slurry.

**All Replies**

**Response from Eleni Antonelli HIBSER YAMAUCHI ARCHITECTS, INC.** *on Tuesday, Jan 13, 2026 at 04:50 PM PST*

Geotech's Response on 1/13/26:
We recommend that the crew over-excavate to firm, native soil, and backfill/bring back up to the design "bottom of footing elevation" with minimum 2-sack cement slurry. Any standing water in the bottom of the excavation should be pumped out first, so as to not dilute the slurry.

# CHANGE ORDER REQUEST
# 18.1

**Title:** Demuck structural footing trench
**Project Name:** Fremont High School Modernization
**Project Address:** 4610 Foothill Boulevard
Oakland, CA 94601
**COR Date:** 02/10/2026
**T&M Tag Numbers:** EX04330
**D-Line Constructors, Inc Job Number:** 2504
**Customer Job Number:**
**Customer Reference Number:**

**Our Information**

**D-Line Constructors, Inc**
2744 East 11th Street
Oakland, CA 94601
**Phone:** (510)-251-6400

**Customer Information**

**Cahill Contractors**
1111 Broadway, Suite 1340
Oakland, CA 94607

**Description of Change Order Request**

**T&M Tag EX04330:**Dig out 8” and get to solid ground so concrete can be poured

**Labor**

| Description | Qty (HR) | Unit (HR) | Rate (HR) | Total Cost |
|---|---|---|---|---|
| Tag EX04330 - Laborer | 18.00 | ST | $80.76 | $1,453.68 |
| Tag EX04330 - Operator | 6.00 | ST | $114.58 | $687.48 |
| Tag EX04330 - Operator - Foreman | 6.00 | ST | $122.41 | $734.46 |
| **Hours Subtotals:** **ST:** 30.00 | | | **Total Labor:** | **$2,875.62** |

| | | |
|---|---|---|
| **Subtotal** | | **$2,875.62** |
| Tax Rate (Materials) | 0.000% | $0.00 |
| Mark Up Rate (Subtotal) | 10.000% | $287.56 |
| **Requested Total** | | **$3,163.18** |

with Focon 5% = $3,321

**Terms & Conditions**



POWERED BY CLEARSTORY

# TIME AND MATERIAL TAG
# EX04330

**Title:** Demuck structural footing trench
**Project Name:** Fremont High School Modernization
**Project Address:** 4610 Foothill Boulevard
Oakland, CA 94601
**Date(s) of Work Performed:** 01/15/2026
**D-Line Constructors, Inc Job Number:** 2504
**Cost Code:** 9000.00.00 RFI 091
**Customer Job Number:**
**Customer Reference Number:**

**Our Information**

**D-Line Constructors, Inc**
2744 East 11th Street
Oakland, CA 94601
**Phone:**(510)-251-6400

**Customer Information**

**Cahill / Focon Joint Venture**
425 California Street, Suite 2200
San Francisco, CA 94104

**Description of the Work**

Dig out 8” and get to solid ground so concrete can be poured

**Labor**

| Worker Name / Description | Quantity of Worker | ST | OT | DT | POT | PDT | Total |
|---|---|---|---|---|---|---|---|
| Laborer | 3 | 8 | | | | | 24 |
| Operator | 1 | 8 | | | | | 8 |
| Operator - Foreman | 1 | 8 | | | | | 8 |
| **Total Labor:** | **5** | **40** | **0** | **0** | **0** | **0** | **40** |

**Terms & Conditions**

Digitally Signed by:
Date Signed:
Jan 15, 2026 11:12 AM PST

**Name:** Jorge Chavez
**Company:** D-Line Constructors, Inc

Digitally Signed by:
Date Signed:
Jan 15, 2026 12:17 PM PST

**Name:** Diego Baron
**Company:** Cahill / Focon Joint Venture


Jan-15-2026 07:22 am
D-LINE
constructors


Jan-15-2026 10:08 am
D-LINE
constructors

# INSPECTION REQUEST

IR #: 59

The KDI Group, Inc.

Email Inspection Requests to office@kdigrp.com cc: ken@kdigrp.com

**Reinspection** ☐

Inspection / Testing Request

DSA Appl. NO.: 01-121860

Project Name: Fremont High School Phase 2
Contractor: Cahill Contractos
Architect: HY Architects

| | |
|---|---|
| Inspection Date: | 1/13/25 |
| Inspection Time: | 7am-3:30pm |
| Requested by: | Cahill |
| (Sub) Contractor | D-Line |
| Date of Request: | 1/9/26 |

Description:

Geotechnical compaction testing of the modular footing excavations

Plan Pages: 2-C3.0

Specification. Section 31 20 00

**Special Inspector Required:** ☑ Yes ☐ No

Location:

Phase 2 Site

Q.C. Completed by:

Name- Paul Cormican Phone No.- (650) 452-5051

INSPECTION RESULTS

See LOR report.

CO/Reinspection Hrs:

Special Inspector: Joey Li

Testing Agency: Atlas

No Exceptions ☐ Exception as Noted ☑ Re-inspection Required ☐

Inspector of Record

Date: 01/14/2026

**All inspection requests must be submitted at least 48hrs prior to inspection time**

Geosphere Consultants, Inc.
AN ATLAS COMPANY
Geotechnical Engineering · Engineering Geology
Environmental Management · Water Resources

# Soils Project Narrative

Form ID 062 Rev.0

| | | | |
|---|---|---|---|
| Project Name | OUSD - Fremont High School Modernization Ph 2 (Construction) | DSA File # | 1-H8 |
| CEL Project # | 9166359PWA | DSA Appl # | 01-121860 |
| Technician | Joey Li | LEA # | 311 |
| Contractor | Cahill Contractors | OSHPD # | |
| Contractor Rep | | Permit/Appl # | 01-121860 |

Project Manager: Nick Anastasio ☐ Full Time ☒ Part Time

Date: 01/13/2026 Day: Tuesday IR #: 59

Comments/Sketch:

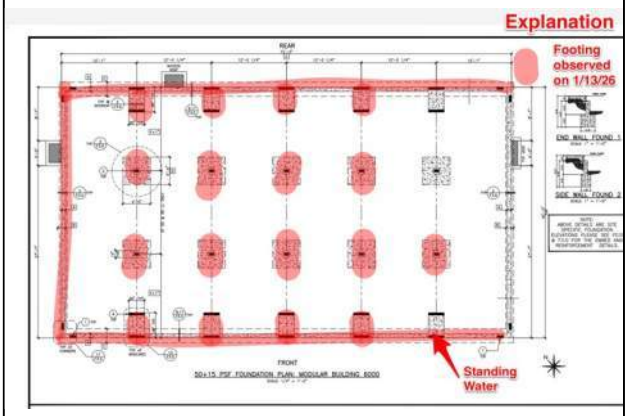
Arrived on site at 7 am. The footings for Building 6000 were partially excavated. Standing water was observed at the southwestern corner of the perimeter footing trench. I probed the subgrade and the subgrade soil was still in good condition. I told the contractor to remove the water and any mud caused by the water prior to the placement of steel reinforcements.

Conditions:

- ☒ Sunny
- ☐ Cloudy
- ☐ Windy
- ☐ Rain
- ☐ Hot
- ☐ Cold
- ☐ Mild
- ☐ Fog

Scope of Work:

- ☐ Mass Grading
- ☐ Pavement
- ☐ Utility Trench
- ☒ Footing




NOTICE: Our firm's professionals are represented on site solely to observe operations of the contractor identified, to form opinions about the adequacy of those operations, and to report those opinions to our client. The presence and activities of our field representatives do not relieve any contractor from its obligation to meet contractual requirements. No one except our client may rely on our findings and opinions. The contractor retains sole responsibility for site safety and the methods, operations, and sequences of construction.

☐ **This Report is Preliminary** - A preliminary report is provided solely as evidence that field observation was performed. Observations and/or conclusions and/or recommendations conveyed in the final report may vary from and shall take precedence over those indicated in a preliminary report.

☐ **This Report is Final** - A final report is an instrument of professional service. Any conclusions drawn from this report should be discussed with and evaluated by the professional involved.

This Work Was INSPECTED IN ACCORDANCE WITH THE REQUIREMENTS OF THE DSA APPROVED DOCUMENTS

The Work Inspected Met THE REQUIREMENTS OF THE DSA APPROVED DOCUMENTS

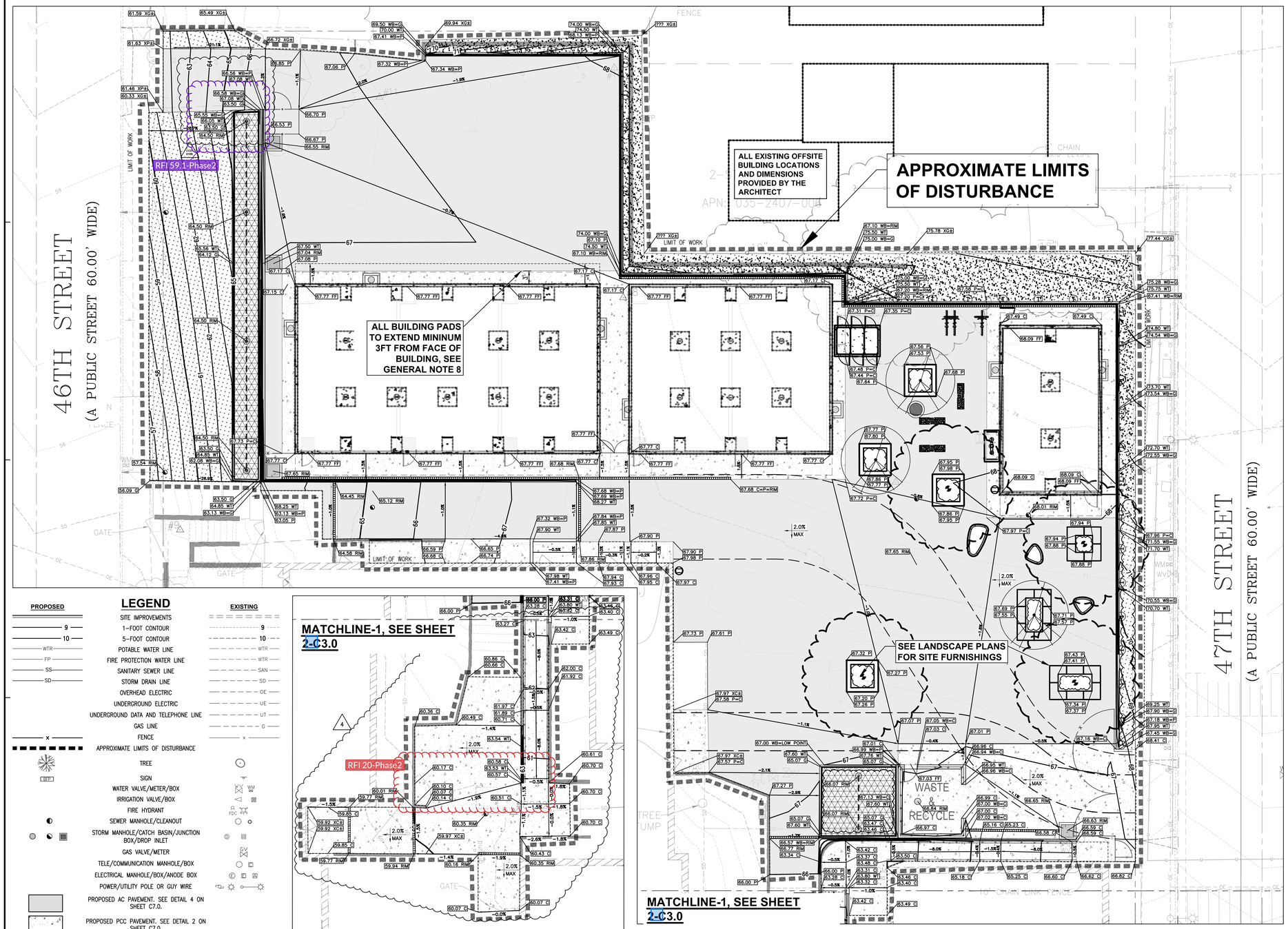
Material Sampling PERFORMED IN ACCORDANCE WITH THE APPROVED DOCUMENTS

Signature of Special Inspector Date 1/13/2026

Print Name/Title Joey Li

Certification #:

Reviewed By: Date




## LEGEND

| PROPOSED | | EXISTING |
|---|---|---|
| 9 | 1-FOOT CONTOUR | 9 |
| 10 | 5-FOOT CONTOUR | 10 |
| WTR | POTABLE WATER LINE | WTR |
| FP | FIRE PROTECTION WATER LINE | WTR |
| SS | SANITARY SEWER LINE | SAN |
| SD | STORM DRAIN LINE | SD |
| | OVERHEAD ELECTRIC | OE |
| | UNDERGROUND ELECTRIC | UE |
| | UNDERGROUND DATA AND TELEPHONE LINE | UT |
| | GAS LINE | G |
| x | FENCE | x |
| | APPROXIMATE LIMITS OF DISTURBANCE | |
| | TREE | |
| BFP | SIGN | |
| | WATER VALVE/METER/BOX | WM WB |
| | IRRIGATION VALVE/BOX | |
| | FIRE HYDRANT | FDC |
| | SEWER MANHOLE/CLEANOUT | |
| | STORM MANHOLE/CATCH BASIN/JUNCTION BOX/DROP INLET | |
| | GAS VALVE/METER | GV |
| | TELE/COMMUNICATION MANHOLE/BOX | |
| | ELECTRICAL MANHOLE/BOX/ANODE BOX | E |
| | POWER/UTILITY POLE OR GUY WIRE | |
| | PROPOSED AC PAVEMENT. SEE DETAIL 4 ON SHEET C7.0. | |
| | PROPOSED PCC PAVEMENT. SEE DETAIL 2 ON SHEET C7.0. | |
| | PROPOSED LANDSCAPE AREA. SEE LANDSCAPE PLANS FOR DETAILS | |
| | PROPOSED BMP PLANTER. SEE DETAIL 2 ON SHEET C7.1. | |

0 10 20 30
GRAPHIC SCALE IN FEET SCALE: 1"=10'

CALICHI DESIGN GROUP

## GENERAL NOTES:

1. ANY EXISTING INFRASTRUCTURE OR SITE ITEMS (ABOVE OR BELOW GRADE, READILY VISIBLE OR NOT) OR PROPERTY DAMAGED AS A RESULT OF CONSTRUCTION SHALL BE REPAIRED BY THE CONTRACTOR TO THE SATISFACTION OF THE APPROPRIATE AGENCY.
2. ALL CONSTRUCTION SHALL CONFORM TO APPLICABLE STATE AND LOCAL CODES. WHEN CODES ARE IN CONFLICT, THE MORE STRINGENT SHALL APPLY. THE CONTRACTOR SHALL CAUSE A CURRENT COPY OF SAID CODES TO BE MAINTAINED ON SITE AT ALL TIMES.
3. ALL SIGNAGE AND PAINT MARKINGS SHALL COMPLY WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD), OR AS OTHERWISE SPECIFIED. INSTALLATION OF SIGNS SHALL BE GOVERNED BY LOCAL CODES.
4. THE CONTRACTOR IS RESPONSIBLE TO LOCATE AND PROTECT ALL EXISTING UTILITIES DURING CONSTRUCTION. THE CONTRACTOR SHALL NOTIFY THE UTILITY PROTECTION CENTER AT LEAST THREE DAYS PRIOR TO ANY SITE WORK FOR PROPER IDENTIFICATION OF EXISTING UTILITIES.
5. THE CONTRACTOR SHALL VERIFY ALL EXISTING ITEMS AND DIMENSIONS AND REPORT ANY DISCREPANCIES TO THE ENGINEER PRIOR TO BEGINNING CONSTRUCTION.
6. THE CONTRACTOR SHALL VERIFY DIMENSIONS AT PROJECT SITE PRIOR TO BEGINNING CONSTRUCTION AND NOTIFY ENGINEER OF ANY DISCREPANCIES.
7. ALL DIMENSIONS ARE TO FACE OF WALL, FACE OF CURB, AND EDGE OF PAVEMENT UNLESS OTHERWISE NOTED.
8. CONCRETE BUILDING PADS SHALL EXTEND MINIMUM 3 FT FROM FACE OF BUILDING FOUNDATION PER GEOTECH REPORT PREPARED BY ATLAS TECHNICAL CONSULTANTS, SECTION 6.3.4, DATED DECEMBER 28, 2023.

## EARTHWORK AND PAVING QUANTITIES:

| | |
|---|---|
| TOTAL CUT | = 1,514 CY |
| TOTAL FILL | = 97 CY |
| TOTAL EARTHWORK | = 1,417 CY (CUT/EXPORT) |

## ENGINEER'S ADA NOTES:

1. ALL SITE WORK SHALL BE IN CONFORMANCE WITH THE CURRENT AMERICANS WITH DISABILITIES ACT ACCESSIBILITY GUIDELINES (ADAAG), THE AMERICANS WITH DISABILITIES ACT (ADA), AND MUNICIPAL AND STATE ADA REGULATIONS.
2. RAMPS SHALL NOT EXCEED A RUNNING SLOPE OF 1:12 (8.33%).
3. RAMPS ARE DEFINED AS ANY WALKWAY BETWEEN SLOPES 1:20 (5%) AND 1:12 (8.33%) AND SHALL HAVE A MINIMUM WIDTH OF 3 FEET (EXCEPT AT DOORWAYS) AND A MAXIMUM CROSS-SLOPE OF 2%. RAMPS EXCEEDING 30 INCHES VERTICAL CHANGE SHALL HAVE INTERMEDIATE (2% MAX SLOPE) LANDINGS HAVING A MINIMUM LENGTH IN THE DIRECTION OF TRAVEL OF 60 INCHES.
4. MAXIMUM CROSS-SLOPE ON ANY WALK OR RAMPS SHALL BE 2%. ALL ACCESSIBLE PARKING SPACES AND LOADING ZONES SHALL HAVE A MAXIMUM SLOPE OF 2% IN ANY DIRECTION.
5. TRUNCATED DOMES AS DETECTABLE WARNINGS ARE REQUIRED ON ALL WALKS THAT CROSS OR ADJOIN A VEHICULAR WAY WITHOUT A VERTICAL SEPARATION BETWEEN WALKWAY AND VEHICULAR WAY.
6. ANY REQUEST BY A MUNICIPALITY OR INSPECTOR TO MODIFY THE ACCESSIBILITY DETAILS OR DESIGN SHOWN ON THESE PLANS AND SPECIFICATIONS MUST BE APPROVED BY THE ENGINEER PRIOR TO INSTALLATION. ANY CHANGES MADE BY A PRIMARY OR SUB-CONTRACTOR WITHOUT APPROVAL FROM THE ENGINEER AND LATER FOUND TO BE NON-COMPLIANT WITH THE DETAILS AS SHOWN IN THE THESE PLANS AND SPECIFICATIONS AND FEDERAL, STATE AND LOCAL LAW WILL BE REMOVED AND REPLACED AND MADE FULLY COMPLIANT REGARDLESS OF MAGNITUDE AT THE EXPENSE OF THE CONTRACTOR. THE CONTRACTOR SHALL FOLLOW THE RFI PROCESS IN ESTABLISHING THE APPROVAL OR DENIAL OF CHANGES TO ADA RELATED DETAILS OR MOUNTING DIMENSIONS.
7. 1/8" MAXIMUM DEPTH TO TOP OF SEALANT AND 1/8" MAXIMUM PROTRUSION TO TOP OF SEALANT ALONG ADA ACCESS ROUTES.

## SPOT GRADING LEGEND

| | |
|---|---|
| 00.00 X | INDICATES ELEVATION TO MATCH EXISTING ITEM. |
| 00.00 TC | INDICATES ELEVATION AT TOP OF CURB. |
| 00.00 G | INDICATES ELEVATION AT FINISHED GROUND. |
| 00.00 C | INDICATES ELEVATION AT TOP OF CONCRETE. |
| 00.00 FL | INDICATES FLOWLINE ELEVATION OF PIPE, SWALE, OR GUTTER. |
| 00.00 RIM | INDICATES RIM ELEVATION OF UTILITY. |
| 00.00 P | INDICATES ELEVATION AT TOP OF ASPHALT PAVEMENT. |
| 00.00 TC=C | INDICATES TOP OF CURB EQUAL TO CONCRETE ELEVATION. |
| 00.00 TC=P | INDICATES TOP OF CURB EQUAL TO ASPHALT PAVEMENT ELEVATION. |
| 00.00 WB | INDICATES ELEVATION AT BOTTOM OF WALL. |
| 00.00 WT | INDICATES ELEVATION AT TOP OF WALL. |
| 1.5% | DRAINAGE ARROW AND PROPOSED SLOPE. |

11/08/2024 12:00:00 PM

OAKLAND UNIFIED SCHOOL DISTRICT
*Community Schools, Thriving Students*

Revisions

| Delta | Date | Revisions | By |
|---|---|---|---|
| 3 | 2024-12-16 | ADDENDUM #3 | AM |
| 4 | 2025-08-14 | CCD-B | AM |
| 2 | 2025-09-17 | CCD-2 | AM |
| 5 | 2025-10-30 | RFI #51.2 | DC |
| 6 | 2025-10-30 | RFI #52 | DC |
| 1 | 2025-11-11 | CCD-010B | DC |


PREPARED BY:
CALICHI DESIGN GROUP
3240 PERALTA STREET, #3
OAKLAND, CA 94608
(510) 250-7877
WWW.CALICHI.COM


REGISTERED PROFESSIONAL ENGINEER RENATO VICENTE PORMENTERA JR. C 69570 EXP. 9-30-2026 CIVIL STATE OF CALIFORNIA
2025/11/11

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HIBSER YAMAUCHI Architects, Inc.
300 – 27th Street
Oakland, CA 94612
510.446.2222 tel | 510.446.2211 fax


HY Architects Project number: 5983

Facility
FREMONT HIGH SCHOOL
4610 & 4529 FOOTHILL BLVD, OAKLAND CA, 94601

Project
MODULAR BUILDINGS

Sheet Title
GRADING AND DRAINAGE PLAN

Client Project Number: #13158

Scale: As indicated
Drawn By: AM
Checked By: RP
Issue Date: 10/30/2025
CAD Version: 2025

Sheet
2-C3.0

CAHILL

Job # 0583-01 OUSD Fremont High School

**CHANGE ORDER LABOR RATES PER DIR WEBSITE PREVAILING WAGE DETERMINATION**

Please provide labor rates per Exhibit E of the subcontract. Provide additional pages for additional trades.

| |
|---|
| **CONTRACTOR'S NAME:** Berkeley Cement, Inc |
| **TRADE:** Laborer |

| | | JM REG | JM 1.5OT | JM 2OT | FM REG | FM 1.5 OT |
|---|---|---|---|---|---|---|
| A | **Basic Hourly Rate** | 39.85 | 59.78 | 79.70 | 43.87 | 65.75 |
| B | **Vacation & Holiday** | 3.91 | 3.91 | 3.91 | 3.91 | 3.91 |
| C | **Taxable rate** (A + B) | 43.76 | 63.69 | 83.61 | 47.75 | 69.66 |
| D | **Fringes** (Health & Welfare, Pension, Training) | 27.25 | 27.25 | 27.25 | 27.25 | 27.25 |
| E | **Labor Burden / Payroll Taxes** *Only applied to "C" & total cannot exceed 25% OF "C" (SSI, Medicare, FUTA, SUI, Training tax, Workers Comp) | 9.96 | 14.94 | 19.93 | 10.96 | 16.44 |
| F | **TOTAL LABOR RATE** (C + D +E) | 80.97 | 105.88 | 103.79 | 85.95 | 113.35 |

**10% change order markup should not be included here.

Approved EE Vinuya 10/04/25

425 California Street, Suite 2200; San Francisco, CA 94104
P (415) 986-0600 F (415) 986-6604

1111 Broadway, Suite 1340; Oakland, CA 94607
P (510) 250-8500 F (415) 986-6604

CAHILL

Job # 0583-01 OUSD Fremont High School

**CHANGE ORDER LABOR RATES PER DIR WEBSITE PREVAILING WAGE DETERMINATION**

Please provide labor rates per Exhibit E of the subcontract. Provide additional pages for additional trades.

| |
|---|
| **CONTRACTOR'S NAME:** Berkeley Cement, Inc |
| **TRADE:** Iron Worker |

| | | JM REG | JM 1.5OT | JM 2OT | FM REG | FM 1.5 OT |
|---|---|---|---|---|---|---|
| A | **Basic Hourly Rate** | 55.83 | 83.75 | 111.66 | 61.41 | 92.12 |
| B | **Vacation & Holiday** | 6.35 | 6.35 | 6.35 | 6.35 | 6.35 |
| C | **Taxable rate** (A + B) | 62.18 | 90.10 | 118.01 | 67.76 | 98.47 |
| D | **Fringes** (Health & Welfare, Pension, Training) | 30.80 | 30.80 | 30.80 | 30.80 | 30.80 |
| E | **Labor Burden / Payroll Taxes** *Only applied to "C" & total cannot exceed 25% OF "C" (SSI, Medicare, FUTA, SUI, Training tax, Workers Comp) | 13.96 | 20.94 | 27.92 | 15.35 | 23.03 |
| F | **TOTAL LABOR RATE** (C + D +E) | 106.94 | 141.83 | 176.73 | 113.92 | 152.30 |

**10% change order markup should not be included here.

Approved
11/04/25

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CAHILL

Job # 0583-01 OUSD Fremont High School

**CHANGE ORDER LABOR RATES PER DIR WEBSITE PREVAILING WAGE DETERMINATION**

Please provide labor rates per Exhibit E of the subcontract. Provide additional pages for additional trades.

| |
|---|
| **CONTRACTOR'S NAME: Berkeley Cement, Inc** ✓ |
| **TRADE:** **Operating Engineer** ✓ |

| | | JM REG | JM 1.5OT | JM 2OT | FM REG | FM 1.5 OT |
|---|---|---|---|---|---|---|
| A | **Basic Hourly Rate** | 66.96 ✓ | 100.44 ✓ | 133.92 ✓ | 73.66 ✓ | 110.48 ✓ |
| B | **Vacation & Holiday** | 6.10 ✓ | 6.10 ✓ | 6.10 ✓ | 6.10 ✓ | 6.10 ✓ |
| C | **Taxable rate** (A + B) | 73.06 | 106.54 | 140.02 | 79.76 | 116.58 |
| D | **Fringes** (Health & Welfare, Pension, Training) | 28.59 ✓ | 28.59 ✓ | 28.59 ✓ | 28.59 ✓ | 28.59 ✓ |
| E | **Labor Burden / Payroll Taxes** *Only applied to "C" & total cannot exceed 25% OF "C" (SSI, Medicare, FUTA, SUI, Training tax, Workers Comp) | 16.74 ✓ | 25.11 ✓ | 33.48 ✓ | 18.41 | 27.62 |
| F | **TOTAL LABOR RATE** (C + D +E) | 118.39 ✓ | 160.24 ✓ | 202.09 ✓ | 126.76 ✓ | 172.80 ✓ |

**10% change order markup should not be included here. ✓

approved EEVinyard 10/04/25

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Expire 6/28/26

CAHILL

Job # 0583-01 OUSD Fremont High School

**CHANGE ORDER LABOR RATES PER DIR WEBSITE PREVAILING WAGE DETERMINATION**

Please provide labor rates per Exhibit E of the subcontract. Provide additional pages for additional trades.

| | |
|---|---|
| **CONTRACTOR'S NAME:** | D-Line Constructors, Inc. ✓ |
| **TRADE:** | Laborers ✓ |

| | | JM REG | JM 1.5OT | JM 2OT | FM REG | FM 1.5 OT |
|---|---|---|---|---|---|---|
| A | **Basic Hourly Rate** | ~~41.90~~ 38.90 | ~~62.85~~ 58.35 | ~~83.80~~ 77.40 | ~~40.85~~ 42.79 | ~~73.27~~ 64.89 |
| B | **Vacation & Holiday** * | 3.91 ✓ | 3.91 ✓ | 3.91 ✓ | 3.91 ✓ | 3.91 ✓ |
| C | **Taxable rate** (A + B) | ~~45.81~~ 42.81 | ~~66.76~~ 62.26 | ~~87.71~~ 81.71 | ~~52.76~~ 46.70 | ~~77.18~~ 68.10 |
| D | **Fringes** (Health & Welfare, Pension, Training) * 27.25 | 31.16 ✓ | 31.16 27.35 | 31.16 27.35 | 31.16 27.35 ✓ | 31.16 27.35 |
| E | **Labor Burden / Payroll Taxes** *Only applied to "C" & total cannot exceed 25% OF "C" (SSI, Medicare, FUTA, SUI, Training tax, Workers Comp) | 10.70 ~~8.25~~ | 15.57 ~~12.02~~ | 20.43 ~~15.79~~ | 11.68 ~~9.49~~ | 16.05 ~~13.19~~ |
| F | **TOTAL LABOR RATE** (C + D +E) | ~~85.22~~ 80.76 | ~~109.94~~ 105.08 | ~~134.66~~ 129.39 | ~~93.41~~ 85.63 | ~~121.53~~ 112.37 |

**10% change order markup should not be included here.

Reviewed 11/13/25 EEV

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Expire 06/30/2026

CAHILL

Job # 0583-01 OUSD Fremont High School

**CHANGE ORDER LABOR RATES PER DIR WEBSITE PREVAILING WAGE DETERMINATION**

Please provide labor rates per Exhibit E of the subcontract. Provide additional pages for additional trades.

**CONTRACTOR'S NAME:** D-Line Constructors, Inc.

**TRADE:** Operating Engineers

| | | JM REG | JM 1.5OT | JM 2OT | FM REG | FM 1.5 OT |
|---|---|---|---|---|---|---|
| A | **Basic Hourly Rate** | ~~62.69~~ ~~69.96~~ | ~~94.04~~ 104.94 | ~~125.38~~ 139.92 | ~~68.96~~ 75.96 | ~~103.44~~ 113.94 |
| B | **Vacation & Holiday** * | 6.10 ✓ | 6.10 ✓ | 6.10 ✓ | 6.10 ✓ | 6.10 ✓ |
| C | **Taxable rate** (A + B) | ~~66.79~~ ~~76.06~~ | ~~100.14~~ 110.04 | ~~131.48~~ 146.02 | ~~75.06~~ 82.06 | ~~109.54~~ 120.04 |
| D | **Fringes** (Health & Welfare, Pension, Training) * | ~~28.59~~ 34.69 | ~~28.59~~ 34.69 | ~~28.59~~ 34.69 | ~~28.59~~ 34.69 | ~~28.59~~ 34.69 |
| E | **Labor Burden / Payroll Taxes** *Only applied to "C" & total cannot exceed 25% OF "C" (SSI, Medicare, FUTA, SUI, Training tax, Workers Comp) | 17.20 ~~13.69~~ | 25.03 ~~19.81~~ | 32.87 ~~26.28~~ | 18.76 ~~14.77~~ | 27.38 ~~21.61~~ |
| F | **TOTAL LABOR RATE** (C + D +E) | ~~124.44~~ 114.58 | 164.54 153.76 | 206.99 192.94 | 131.52 122.41 | 176.34 165.51 |

**10% change order markup should not be included here.

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Reviewed 11/13/25 EL

# CHANGE ORDER REQUEST (Proposed Change Order)

## No. 9

**PROJECT:** Fremont Modernization Project
Fremont High School

**OWNER:** OAKLAND UNIFIED SCHOOL DISTRICT
**CONTRACTOR: CAHILL CONTRACTORS, LLC**
**1111 Broadway, Suite 1340**
**Oakland, CA 94607**

**DATE**: APRIL 14, 2026

**DSA FILE NO**.: 1-H8
**DSA APP NO.: 01-121157**
**OUSD PROJECT #: 22156**
**PROJECT MANAGER: JaQuan Cornish**

Contractor hereby submits this Change Order Request ("COR") pursuant to the contract documents.

DESCRIPTION OF PROPOSED CHANGES IN WORK (specifically refer to attached pages or incorporated documents): **PCO 9 (Cahill PCO 18) Phase I: RFI 12 Replace Damaged Main Power Panel etc. at Pole at Parking Lot.** Per RFI 12, due to vandalism of existing power panel at the parking lot, added cost for contractor to furnish and install a new meter socket, panelboard, and associated connections for a pole mount 200amp, 240V, 1PH, 3W panel with meter and circuit breakers similar to what was originally on site.

OTHER PROPOSED CHANGES TO THE CONTRACT:
_____
_____

PROPOSED ADJUSTMENT TO CONTRACT PRICE: $19,748.05
- If Contractor requests payment from an allowance, please indicate which allowance: _____

PROPOSED ADJUSTMENT TO CONTRACT TIME: 0 calendar days

REASON FOR REQUEST (check one or more):
_X__ Unforeseen Conditions
____ Direction by Government Agency
____ Owner Requested
____ Design Omission
____ Design Error
____ Other: _____

* * * * * * * * * * *

**CERTIFICATION**

I, Megan McDevitt *[name of declarant]*, declare the following:

**Cahill Contractors, LLC** has contracted with **Oakland Unified School District** for the **22156 Fremont Modernization** Contract ("Contract"). **Cahill Contractors, LLC** authorized me to prepare the attached Change Order Request ("COR") or Allowance Expenditure Request ("AER") for money and/or time extension for **Oakland Unified School District** regarding this Contract (such COR or AER being dated **April 14, 2026**, and entitled **PCO 9 (Cahill PCO 18) Phase I: RFI 12 Replace Damaged Main Power Panel etc. at Pole at Parking Lot**, and requesting $**19,748.05** and/or **0** additional days), and I prepared the attached COR or AER. I am the most knowledgeable person at **Cahill Contractors, LLC** regarding this COR or AER.

The attached COR or AER complies with all laws applicable to submission of a COR or AER, including but not limited to California Penal Code section 72, Government Code sections 12650 et seq. (False Claims Act), and Business and Professions Code sections 17200 et seq. (Unfair Business Practices Act). I am aware that submission or certification of false claims, or other claims that violate law or the Contract, may lead to fines, imprisonment, and/or other serious legal consequences for myself or **Cahill Contractors, LLC**.

The attached COR or AER does not breach the Contract, is not a false claim, does not violate any applicable law, satisfies all provisions of the Contract applicable to submission of the COR or AER, only contains truthful and accurate supporting data, and only requests money and/or time extensions that accurately reflect the adjustments to money and time for which I believe that **Oakland Unified School District** is responsible under its Contract with **Cahill Contractors, LLC.**

While preparing this declaration and COR or AER, I consulted with others (including attorneys, consultants, or others who work for **Cahill Contractors, LLC** when necessary to ensure that the statements were true and correct.

Contractor understands and agrees that any COR or AER submitted without this certification does not meet the terms of the Contract Documents; that Owner, or Owner's representatives, may reject the COR or AER on that basis; and that unless Contractor properly and timely files the COR or AER with the certification, Contractor cannot further pursue the COR or AER in any forum and all rights to additional money or time for the issues covered by the COR or AER are waived due to a condition precedent not having been satisfied.

I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed April 17, 2026, at Oakland, California.



_____ *[signature]*

Megan McDevitt *[name of declarant]*

319-661/7106498.1

# FREMONT MODERNIZATION

Oakland Unified School District
Job # 22156

## PCO LOG

4/14/2026 4:01 PM

| PCO # | GC PCO # | Description | Cont'r /Sub | Date Received | Proposed Amount | Approved Amount | Date Finalized | Reason Code | Status |
|---|---|---|---|---|---|---|---|---|---|
| 1 | 7 | Phase II: DSA Approved Plan Set Part 2 - Piers & GCs | Cahill / Azul | 09/09/25 | $629,992.00 | $557,442.47 | 11/12/2025 | Agency | Approved |
| 2 | 10 | Phase I: Soil Compaction Issues at Parking Lot | D-Line | 09/25/25 | $182,658.88 | $153,249.53 | 3/24/2026 | Unforeseen | for Approval |
| 3 | 30 | Phase I: Sidewalk Soil Compaction Issues | D-Line | 01/06/26 | $25,614.12 | $24,427.69 | 3/26/2026 | Unforeseen | for Approval |
| 4 | 31 | Phase II: Added Grout Behind Lagging | Azul | 01/14/26 | $19,442.78 | $19,442.78 | 3/26/2026 | Agency | for Approval |
| 5 | 38 | Phase I: Permits for Sidewalk Work | City of Oakland | 02/10/26 | $8,486.59 | $7,876.18 | 4/14/2026 | Agency | for Approval |
| 6 | 40 | Phase I: RFI 94 Add Section of Curb Under Fence | BCI | 02/10/26 | $7,352.34 | $7,352.24 | 4/14/2026 | Owner | for Approval |
| 7 | 41 | Phase II: RFI 96 Embed Conflict with Footing Rebar | BCI | 02/10/26 | $6,076.08 | $6,076.08 | 4/14/2026 | Error | for Approval |
| 8 | 42 | Phase II: RFI 91 Over-Ex & Added Slurry at Footings due to Wet Soil Conditions | BCI / D-Line | 02/10/26 | $5,495.86 | $5,495.86 | 4/14/2026 | Unforeseen | for Approval |
| 9 | 18.2 | Phase I: RFI 12 Replace Damaged Main Power Panel | Tulum | 10/27/25 | $18,170.84 | $19,748.05 | | Unforeseen | for Approval |
| | 37 | Phase II: RFI 59-59.2 Conflicts with Bioretention Wall Elevations at Driveway | BCI / D-Line | 01/27/26 | $14,515.25 | | | Omissions | in review |
| | 55 | Phase II: CCD-011A Fire Alarm Changes, Modular Pathway to FACP | Cahill / Tulum | 03/11/26 | $118,415.63 | | | Agency | in review |
| | 57 | Phase II: RFI 40 & CCD-008B Exterior Lighting Changes | Cahill / Tulum | 03/16/26 | $18,271.85 | | | Owner | in review |
| | 58 | Phase II: Dry-Rot Repairs at Auditorium Bldg Entrance | Cahill / Various | 03/23/26 | $304,171.68 | | | Unforeseen | in review |
| | 63 | Phase II: RFI 99 Sewer & Water for the Water Fountain | D-Line / NVH / Lombardo | 04/08/26 | $10,763.30 | | | | |
| | | | | | | | | | |
| | | | | | | | | | |

| | |
|---|---|
| Preconstruction Contract Price: | $200,000.00 |
| Total Contract Price: | $10,922,885.00 |
| Total Proposed: | $1,369,427.20 |
| Total Approved: | $801,110.88 |
| Total Contract with Approved Changes: | $11,723,995.88 |
| CO Percentage of Base Contract: | 7.33% |

Notes: *Sent to Consultants: C=Civil/ S=Struct./M=Mech./E=Elec./ L=Lands./D=District/SC=SchooF=Fire/R=Roofing **Email is standard. F = Faxed ***Remarks: UC - Unforeseen Condition / DRC - District Requested Change / AC - Agency Change

**OAKLAND UNIFIED SCHOOL DISTRICT**
**FREMONT HIGH SCHOOL -BUILDING A MODERNIZATION & NEW PARKING LOT**
**PROJ # 22156**

**PCO#018 Rev2** **CE#049 - PH1 RFI 012 REPLACE DAMAGED MAIN POWER PANEL**

**To:** **JQ CORNISH - CM**
**From:** **Emil Vinuya, PE /Chief Cost Estimator**
**Date:** **18-Mar-26**

**General Comments:**

**1 GENERAL CONTRACTOR: CAHILL**

No works performed by GC.

**2 FIRST TIER SUBCONTRACTOR - TULUM**

Total manhours appear reasonable. Production rates used by Sub based on NECA Manual of Labor Units as used in the Construction Industry.

| | | |
|---|---|---|
| **3** | **GENERAL CONTRACTOR's COST PROPOSAL** | **$19,748.05** |

| | |
|---|---|
| **ESTIMATED CONSTRUCTION COST OF PCO#018 REV 2** | **$19,748.05** |

Project Name: **OAKLAND UNIFIED SCHOOL DISTRICT** **Project Number:** 22156
**FREMONT HIGH SCHOOL -BUILDING A MODERNIZATION & NEW B** **Date:** 18-Mar-26
**Oakland, CA**

**Decription :** **PCO#018 Rev2**

**CE#049 - PH1 RFI 012 REPLACE DAMAGED MAIN POWER PANEL**

**Reference Drawing:** **CE#049 dated 10/27/2025**
**GEN. CONTRACTOR:** **CAHILL**

| | Total Base | Total Fringes | B) Total Material | C) Total Rental Equipment Cost | Total Labor Burden | TOTAL |
|---|---|---|---|---|---|---|
| | **FIRST TIER SUBCONTRACTOR - Costs** | | | | | |
| 1 | SHEET 1 of 2 | Summary | | | | |
| 2 | SHEET 2 of 2 | $ - | $ - | $ - | | $ - |
| 3 | | | | | | |
| 4 | | | | | | |
| 5 | | | | | | |
| 6 | Totals | $ - | + $ - | + $ - | + $ - | = $ - |

| | | | | | |
|---|---|---|---|---|---|
| 7 | | | | | |
| 8 | **Expenses:** | | | | |
| 9 | Material Sales Tax..... | 10.25% ..... | of Total Material: | | Incl. |
| 10 | Rental Sales Tax..... | 10.25% ..... | of Total Rental: | | Incl. |
| 11 | | | **Subtotal - Line 7 thru 11:** | **$** | **-** |
| 12 | | | | | |
| 13 | General Contractor OH&P: | 0.00% ..... | Total | $ | - |
| 14 | | | | | |
| 15 | | | **Subtotal - Line 12 thru 18:** | **$** | **-** |
| 16 | | | | | |
| 17 | | | **Subcontracor Cost - TULUM** | **$** | **18,243.00** |
| 18 | | | **TOTAL SUBCONTRACTOR'S COST** | **$** | **18,243.00** |
| 19 | | | | | |
| 20 | | | Insurance | 1.35% | $ 246.28 |
| 21 | | | Builder's Risk | 1.40% | $ 255.40 |
| 22 | | | SDI | 0.50% | $ 91.22 |
| 23 | | | Bond | 0.62% | $ 113.11 |
| 24 | | | Oakland GRT | 0.38% | $ 69.32 |
| 25 | | | Fee | 4.00% | $ 729.72 |
| 26 | | | **TOTAL PROBABLE CONSTRUCTION COST FOR CAHILL** | **$** | **19,748.05** |

Project Name: **OAKLAND UNIFIED SCHOOL DISTRICT** **Project Number:** 22156

**PCO CE#024 - PH2** **FREMONT HIGH SCHOOL -BUILDING A MODERNIZATION & NEW B** **Date:** 18-Mar-26

**Oakland, CA**

**Decription :** **PCO#018 Rev2**

**CE#049 - PH1 RFI 012 REPLACE DAMAGED MAIN POWER PANEL**

**Reference Drawing:** **CE#049 dated 10/27/2025**

**SUBCONTRACTOR:** **TULUM**

| | **Total Base FIRST TIER SUBCONTRACTOR - TU** | **B) Total Material Costs** | **C) Total Rental Equipment Cost** | | **TOTAL** |
|---|---|---|---|---|---|
| 1 | SHEET 1 of 2 | | | | |
| 2 | SHEET 2 of 2 | | | | |
| 3 | $ 10,645.5 | $ 5,361.55 | $ - | | $ 16,007.08 |
| 4 | | | | | |
| 5 | | | | | |
| 6 | Totals $ 10,646 | + $ 5,361.55 | + $ - | | = $ 16,007.08 |
| 7 | | | | | |
| 8 | **Expenses:** | | | | |
| 9 | Material Sales Tax ..... | 10.25% ..... | of Total Material: | $ | 576.46 |
| 10 | Rental Sales Tax..... | 10.25% ..... | of Total Rental: | | Incl. |
| 11 | | | | | |
| 12 | | | **Subtotal - Line 7 thru 14:** | **$** | **16,583.54** |
| 13 | | | | | |
| 14 | | | **NET ADD** | **$** | **16,583.54** |
| 15 | Subcontractor's OH&P: | 10.00% .....of Total Labor | | $ | 1,658.35 |
| 16 | | | | | |
| 17 | | | **Subtotal - Line 15 thru 19:** | **$** | **18,241.89** |
| 18 | | | | | |
| 19 | | | **Subcontracor Cost - None** | **$** | **-** |
| 20 | | | | | |
| 21 | Subcontractor's Mark-ups on Subcontractors: | 15.00% | of Total Sub: | $ | - |
| 22 | | | | | |
| 23 | | | **Subtotal - Line 20 thru 23:** | **$** | **18,241.89** |
| 24 | | | | | |
| 25 | Misc Expenses: Travel, Lodging, Food, Rental, etc..... | | | $ | - |
| 26 | General Contractor's Bond& Ins.: | 0.00% ..... | .....of Line 27: | $ | - |
| 27 | | | | | |
| 28 | | | **TOTAL PROBABLE CONSTRUCTION COST - TULUM** | **$** | **18,242.89** |

## FREMONT HIGH SCHOOL -BUILDING A MODERNIZATION & NEW PARKING LOT

Date: 3/18/2026

| No. | PCO#018 Rev2 | No. of Units | Per | M.H. Per Unit | LABOR COST M. H. Total | Cost Per M. H. | Total Cost | MATERIAL COST Unit Cost | Total Cost | EQUIPMENT COST Unit Cost | Total Cost |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Sub | 11/17/2025 | TULUM | | | | | | | | | |
| Project Description: | | CE#049 - PH1 RFI 012 REPLACE DAMAGED MAIN POWER PANEL | | | | | | | | | |
| 1 | **SCOPE OF WORK:** | | | | | | | | | | |
| 2 | Replace damaged main panel | | | | | | | | | | |
| 3 | | | | | | | | | | | |
| 4 | **MATERIALS:** | | | | | | | | | | |
| 5 | Hand hole 16" Base | 1 | EA | 3.000 | 3.00 | | | $ - | $ - | | |
| 6 | Hand hole 16" Extension | 1 | EA | 3.000 | 3.00 | | | $ - | $ - | | |
| 7 | Hand hole 16" Cover | 1 | EA | 1.500 | 1.50 | | | $ - | $ - | | |
| 8 | Nipple, 2" Rigid, 6" | 2 | EA | 1.300 | 2.60 | | | $ 9.50 | $ 19.00 | | |
| 9 | Struts, 1-5/8" Slotted 10' | 20 | EA | 0.41 | 8.10 | | | $ 6.76 | $ 135.14 | | |
| 10 | Strut Nut, 1/2" | 50 | EA | 0.11 | 5.25 | | | $ 1.12 | $ 11.21 | | |
| 11 | Strut Strap, 2" | 4 | EA | 0.04 | 0.16 | | | $ 5.40 | $ 21.60 | | |
| 12 | Washer, 1/2" Flat | 50 | EA | 0.04 | 2.00 | | | $ 0.28 | $ 13.90 | | |
| 12 | Arm Brace | | | | | | $ 2.00 | $ 40.00 | $ 79.99 | | |
| 13 | Nut, 1/2"" Hex | 50 | EA | 0.060 | 3.00 | | | $ 0.30 | $ 17.65 | | |
| 14 | Bolt, 1/2" | 29 | EA | 0.036 | 1.03 | | | $ 2.32 | $ 67.42 | | |
| 15 | Pullbo | | | | | | | | | | |
| 16 | Strut Nut 1/2" | 10 | EA | 0.11 | 1.05 | | | $ 0.50 | $ 5.00 | | |
| 17 | | | | | | | | | | | |
| 18 | Threaded rod, 1/2" 10Ft | 10 | EA | 0.44 | 4.35 | | | $ 1.57 | $ 15.65 | | |
| 19 | | | | | | | | | | | |
| 20 | Bracket, Channel | 4 | EA | 0.225 | 0.90 | | 2 | $ 229.67 | $ 459.34 | | |
| 21 | | | | | | | 2 | $ 263.91 | $ 527.82 | | |
| 22 | Tape, 10 mil, 3" | 1 | EA | 0.750 | 0.75 | | | $ 45.45 | $ 45.45 | | |
| 23 | Pull line | 500 | LF | 0.007 | 3.50 | | | $ 0.01 | $ 5.00 | | |
| 24 | | | | | | | | | | | |
| 25 | Testing | 5 | EA | 1.00 | 5.00 | | | $ - | $ - | | |
| 26 | Labeling | 5 | EA | 0.20 | 1.00 | | | $ - | $ - | | |
| 27 | Subtotal | | | | | | | | $ 1,789.00 | | |
| 28 | Switchboard, 200A , One Source | 1 | EA | 20.00 | 20.00 | | | $ 2,258.81 | $ 2,258.81 | | |
| 29 | Breaker, 1P, 20A | 3 | EA | 0.34 | 1.02 | | | $ 81.40 | $ 244.19 | | |
| 30 | Breaker, 2P, 40A | 5 | EA | 0.68 | 3.40 | | | $ 210.53 | $ 1,052.65 | | |
| | PVC Cement | 1 | LS | 0.00 | 0.00 | | | $ 16.90 | $ 16.90 | | |
| 30 | **Total** | | | | **70.61** | | | | $ 3,572.55 | | |
| 31 | | | | | | | | | | | |
| 32 | **LABOR:** | | | | | | | | | | |
| 33 | Electrician/JM | 1 | EA | 70.612 | 70.61 | $ 150.76 | 10,645.53 | | | | |
| 34 | | | | | | | | | | | |
| 34 | **EQUIPMENT** | | | | | | | | | | |
| 35 | Not Used | | | 0.000 | 0.00 | $ - | | | | 0.00 | $ - |

**FREMONT HIGH SCHOOL -BUILDING A MODERNIZATION & NEW PARKING LOT**

Date: 3/18/2026

| No. | PCO#018 Rev2 | No. of Units | Per | M.H. Per Unit | LABOR COST M. H. Total | Cost Per M. H. | Total Cost | MATERIAL COST Unit Cost | Total Cost | EQUIPMENT COST Unit Cost | Total Cost |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Sub | 11/17/2025 | TULUM | | | | | | | | | |
| Project Description: | | CE#049 - PH1 RFI 012 REPLACE DAMAGED MAIN POWER PANEL | | | | | | | | | |
| 36 | SHEET TOTALS | | | | 70.61 | | $10,645.53 | | $ 5,361.55 | | $ - |

PCO # 018

10/27/2025

OAKLAND UNIFIED SCHOOL DISTRICT
955 HIGH STREET
OAKLAND, California, 94601

**Re:** PCO #018 Revision 2 - CE #049 - PH1 RFI 012 Replace Damaged Main Power Panel
**Job:** 0583-01 **/** OUSD FREMONT - BLDG A MODERNIZATION & NEW PARKING LOT

Enclosed please find **Potential Change Order #018** in the amount of $19,748.05 for:

CE #049 - PH1 RFI 012 Replace Damaged Main Power Panel, etc. at Pole at Parking Lot
This PCO includes costs for the electrical contractor to furnish and install a new meter socket, panelboard and associated connections for a pole mount 200 amp, 240V, 1 PH, 3W panel with meter and circuit breakers similar to what was on site per RFI 012 due to previous vandalism.
Contractor to provide panelboard submittal for District, EEOR and PG&E to review. Any changes during review could affect pricing.
Lead time for panel in 6 weeks after all approvals.

Excludes aerial connection & meter by PG&E, PG&E fees, inspection fees, and overtime. No underground work is assumed or included.

Cahill/Eggli will provide, at no cost, a temporary battery powered irrigation controller until the permanent power is completed. Final electrical, start up, and testing (lights & irrigation controller) will be delayed until permanent power is complete. Current estimate provided by the Owner/PGE is April 2026.

Rev1 - correction to breakers
Rev2 -Added irrigation breaker

| PCO Item | Description | | Cost |
|---|---|---|---|
| 1 | Tulum COR 009rev3 - PH1 RFI 012 furnish and install a new meter socket, panelboard and associated connections for power at parking lot | | $18,243.00 |
| | | Subtotal | $18,243.00 |
| | | Insurance (1.35%): | $246.28 |
| | | Builders Risk (1.40%): | $255.40 |
| | | SDI (0.50%): | $91.22 |
| | | Bond (0.62%): | $113.11 |
| | | Oakland GRT (0.38%): | $69.32 |
| | | Fee (4.00%): | $729.72 |
| | | Total: | $19,748.05 |

PCO # 018

This pricing is valid for 30 days. This PCO includes a schedule extension of 0 days. We reserve the right to a contract time extension should the work contained in this PCO impact the overall project schedule.

Please sign below to approve and return to our office. Upon your signature, we will execute the appropriate subcontract adjustments and include this in a forthcoming Prime Contract Change Order to cover this added scope. If at any time contingency funds are used to pay for additional work, Cahill reserves the right to request a change order at a later date if it becomes apparent that contingency funds are needed elsewhere. Please call if you have any questions.

**Very truly yours,**
Cahill Contractors LLC



Megan McDevitt 02/02/2026

**Accepted by:**
OAKLAND UNIFIED SCHOOL DISTRICT

Date

# INTELLIBID COST BREAKDOWN

**SHEET S1 OF S3**

**CONTRACTOR:** **TULUM SYSTEMS**

**PROJECT NAME:** Fremont HS Phase 1 & 2 - BLDG A MODERNIZATION & NEW PARKING LOT

**PROJECT NUMBER** #0583-01

**CHANGE ORDER NUMBER:** TULUM-FHS-009 **DATE:** 10/15/2025
10/19/2025 AMENDED
1/23/2026 AMENDED2
2/02/26 AMENDED3

**CHANGE ORDER DESCRIPTION:** Cahill RFI 012 - Furnish & Install PG&E panelboard & associated power at parking lot

| SUMMARY OF TOTAL COSTS | | | |
|---|---|---|---|
| 1. TOTAL DIRECT LABOR COSTS | $ 10,645.53 | | |
| 2. Ten percent (10%) of Line 1 | $ 1,064.55 | | |
| 3. Sum of Lines 1 & 2 | | $ 11,710.08 | |
| 4. TOTAL BURDEN LABOR COSTS | | $ - | |
| 5. TOTAL MATERIAL COSTS | $ 5,938.86 | | |
| 6. Ten percent (10%) of Line 5 | $ 593.89 | | |
| 7. Sum of Lines 5 & 6 | | $ 6,532.74 | |
| 8. Tax | | | |
| 9. TOTAL EQUIPMENT RENTAL COSTS | $ - | | |
| 10. Ten percent (10%) of Line 9 | $ - | | |
| 11. Sum of Lines 9 & 10 | | $ - | |
| 12. TOTAL OF LOWER TIER SUBCONTRACTED COST | $ - | | |
| $ - | | | |
| $ - | | | |
| 13. Five precent (5%) of line 12 | $ - | | |
| 14. Sum of Lines 12 & 13 | | $ - | |
| SUBTOTAL OF DIRECT COSTS & MARK-UP | | | $ 18,242.82 |
| COST OF BONDS | | | $ - |
| TOTAL CHANGE ORDER | | | **$ 18,242.82** |

NOTE:
1. TULUM reserves the right to amend the CO due to material or equipment cost escalation, or personnel wage increases.
2. Panelboard to be approved by OUSD and PG&E. Any changes may affect pricing.
3. CO amended to include the breakers indicated on EEOR response comments.

# INTELLIBID COST BREAKDOWN

**SHEET S2 OF S3**

**CONTRACTOR:** **TULUM SYSTEMS**

**PROJECT NAME:** Fremont HS Phase 1 & 2 - BLDG A MODERNIZATION & NEW PARKING LOT

**PROJECT NUMBER** #0583-01

**CHANGE ORDER NUMBER:** TULUM-FHS-009 **DATE:** 10/15/2025
10/19/2025 AMENDED
1/23/2026 AMENDED2
2/02/26 AMENDED3

**CHANGE ORDER DESCRIPTION:** Cahill RFI 012 - Furnish & Install PG&E panelboard & associated power at parking lot

| LABOR | | | | |
|---|---|---|---|---|
| **NAME** | | **HOURS** | **RATE** | **TOTAL** |
| DIRECT COSTS | Electrical - Journeyman | 70.6 | $ 150.76 | $ 10,645.53 |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| TOTAL LABOR COSTS (Transfers to Line 1 of Sheet S1) | | | | **$ 10,645.53** |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | $ - |
| TOTAL BURDEN LABOR COSTS (Transfers to Line 4 of Sheet S1) | | | | **$ 10,645.53** |

| MATERIALS | | | |
|---|---|---|---|
| **DESCRIPTION** | | | **COST** |
| | | | |
| MATERIAL - REXEL | 1 | $ 1,789.85 | $ 1,789.85 |
| | | | |
| MATERIAL - REXEL | 1 | $ 3,572.55 | $ 3,572.55 |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| MATERIAL COSTS (Without Sales Tax) | | | $ 5,362.40 |
| FREIGHT, SHIPPING, HANDLING | | | $ - |
| SUBTOTAL MATERIAL COSTS (Without Sales Tax) - Line 5 of Sheet 1 | | | $ 5,362.40 |
| SALES TAX ON MATERIAL AT 10.75% - Line 8 of Sheet 1 | | | $ 576.46 |
| TOTAL MATERIAL COSTS | | | **$ 5,938.86** |

| EQUIPMENT | | | | |
|---|---|---|---|---|
| **SIZE AND TYPE** | **I.D. #** | **HOURS** | **RATE** | **TOTAL** |
| | | 0 | $ - | $ - |
| | | | | $ - |
| | | | | $ - |
| | | | | $ - |
| | | | | $ - |
| | | | | $ - |
| | | | | $ - |
| | | | | $ - |
| | | | Sub-total | $ - |
| | | | Tax | $ - |
| TOTAL EQUIPMENT RENTAL COSTS (Transfers to Line 7 of Sheet S1) | | | | **$ -** |

# INTELLIBID COST BREAKDOWN

**SHEET S3 OF S3**

**CONTRACTOR:** **TULUM SYSTEMS**

**PROJECT NAME:** Fremont HS Phase 1 & 2 - BLDG A MODERNIZATION & NEW PARKING LOT

**PROJECT NUMBER** #0583-01

**CHANGE ORDER NUMBER:** TULUM-FHS-009 **DATE:** 10/15/2025
10/19/2025 AMENDED
1/23/2026 AMENDED2
2/02/26 AMENDED3

**CHANGE ORDER DESCRIPTION:** Cahill RFI 012 - Furnish & Install PG&E panelboard & associated power at parking lot

| NECA 1 - MATERIAL LABOR RATES | | | | |
|---|---|---|---|---|
| **DESCRIPTION** | **QUANTITY** | **UNIT** | **L/UNIT** | **TOTAL** |
| | | | | |
| HAND HOLE, 16", BASE | 1 | E | 3.00 | 3.00 |
| HAND HOLE, 16", EXTENSION | 1 | E | 3.00 | 3.00 |
| HAND HOLE, 16", COVER | 1 | E | 1.50 | 1.50 |
| | | | | |
| NIPPLE, 2", RIGID, 6" | 2 | E | 1.30 | 2.60 |
| | | | | |
| | | | | |
| STRUT, 1 5/8", SLOTTED, 10 FEET | 20 | C | 40.50 | 8.10 |
| STRUT, NUT 1/2" | 50 | C | 10.50 | 5.25 |
| STRUT, STRAP, 2" | 4 | C | 4.00 | 0.16 |
| WASHER, 1/2", FLAT | 50 | C | 4.00 | 2.00 |
| | | | | |
| NUT, 1/2", HEX | 50 | C | 6.00 | 3.00 |
| BOLT, 1/2" | 29 | C | 3.56 | 1.03 |
| | | | | |
| | | | | |
| STRUT, NUT 1/2" | 10 | C | 10.50 | 1.05 |
| | | | | |
| | | | | |
| THREADED ROD, 1/2", 10 FT | 10 | C | 43.50 | 4.35 |
| | | | | |
| BRACKET, CHANNEL | 4 | C | 22.50 | 0.90 |
| | | | | |
| 10 MIL TAPE, 3 INCH | 1 | E | 0.75 | 0.75 |
| | | | | |
| PULL LINE | 500 | M | 7.00 | 3.50 |
| | | | | |
| TESTING | 5 | E | 1.00 | 5.00 |
| LABELING | 5 | E | 0.20 | 1.00 |
| | | | | |
| SWITCHBOARD | 1 | E | 20.00 | 20.00 |
| BREAKER, 1P, 20A | 3 | E | 0.34 | 1.02 |
| BREAKER, 2P, 40A | 5 | E | 0.68 | 3.40 |
| | | | | |
| | | | | |
| | | | |

TULUM INNOVATIVE ENGINEER...
847907

← Cart

*Cart #: 578967*

# Order Summary

| | |
|---|---|
| Items: | 18 |
| Subtotal: | $1,789.85 |

Final price, taxes, and other fees calculated on the checkout page

**Corrosion Protection Tape, 10 mil, Unprinted, 2" x 100'**

Item #: 207949 Cat #: 50-UNPRINTED-2X100FT-BOX UPC: 054007111566

Qty: 1

**$45.45**

$45.45 EA

San Leandro #2831

**0 in stock**

56 Company wide

— 1 +

POWER-STRUT

**Rigid Strut Strap, 2", Steel, Electro-Galvanized**

Item #: 116462 Cat #: PS-1100-AS-2-EG UPC: 702316503250

Qty: 4

**$21.60**

$5.40 EA

San Leandro #2831

**0 in stock**

7,109 Company wide

− 4 +

MULTIPLE

**Threaded Conduit Nipple, 2" x Close, Steel**

Item #: 36734 Cat #: GRC200XCL UPC: 980020005516

Qty: 2

**$19.00**

$9.50 EA

San Leandro #2831

**2 in stock**

2,783 Company wide

− 2 +

MULTIPLE

**1/2" Threaded Rod, 10'**

Item #: 41428 Cat #: 050X120 UPC:

Qty: 10

**$15.65**
$1.57 FT

San Leandro #2831

**80 in stock**
34,298 Company wide

10

EATON B-LINE
**Square Washer, 9/16" Hole, 1/2" Bolt, Steel/Zinc Plated**
Item #: 62524 Cat #: B202ZN UPC: 781011520137

Qty: 10

**$11.21**
$1.12 EA

San Leandro #2831

**50 in stock**
10,949 Company wide

10

A.B. CHANCE
**Bracket, Conduit Stand-off, 12"**
Item #: 1336677 Cat #: C6CS012A UPC: 096359474197

Qty: 2

**$459.34**
$229.67 EA

San Leandro #2831

**0 in stock**
14 Company wide

2

DOTTIE
**1/2" Steel Flat Washer**
Item #: 266867 Cat #: FW12 UPC: 781002310952

Qty: 50 **$13.90**
$0.28 EA

San Leandro #2831

**650 in stock**
27,130 Company wide

50

A.B. CHANCE
**Double Arming Plate, Galvanized Steel**
Item #: 1170229 Cat #: 5844 UPC: 096359072881

Qty: 2 **$527.82**
$263.91 EA

San Leandro #2831

**0 in stock**
29 Company wide

2

A.B. CHANCE

**7126 1/4X26 FLAT X-ARM BRACE**

Item #: 601192 Cat #: 7126 UPC: 096359074229

Qty: 2

**$79.99**

$39.99 EA

San Leandro #2831

**0 in stock**

57 Company wide

2

DOTTIE

**1/2" Steel Hex Nut, 25/Pack**

Item #: 268080 Cat #: HN12 UPC: 781002170501

Qty: 50

**$17.65**

$0.35 EA

San Leandro #2831

**150 in stock**

43,375 Company wide

50

SUPERSTRUT

**1/2 STANDARD U BOLT**

Item #: 1115015 Cat #: H115-2-1/2 UPC: 616013304808

Qty: 4

**$83.30**

$20.83 EA

San Leandro #2831

**0 in stock**

36 Company wide

− 4 +

MULTIPLE

**Hex Bolt, 1/2" x 1-1/2", Stainless Steel, Jar of 25**

Item #: 210624 Cat #: R12112HB188 UPC: 705591120297

Qty: 1

**$67.42**

$67.42 EA

San Leandro #2831

**0 in stock**

12 Company wide

− 1 +

PENN-UNION

**3/4" Ground Rod Clamp**

Item #: 268343 Cat #: CAB-4 UPC: 785037260152

Qty: 1

**$25.59**

$25.59 EA

San Leandro #2831

**0 in stock**

44 Company wide

1

DOTTIE

**3/4" X 10' Ground Rod ( Copper Bonded )**

Item #: 267253 Cat #: GR3410 UPC: 781002350309

Qty: 1

**$99.84**

$99.84 EA

San Leandro #2831

**0 in stock**

4 Company wide

1

OLDCASTLE INFRASTRUCTURE

**Lid, Diameter: 8-7/8", Cast Iron, Legend: GROUND**

Item #: 515390 Cat #: 3000480 UPC:

Qty: 1

**$51.52**

$51.52 EA

San Leandro #2831

**0 in stock**
8 Company wide

1

POWER-STRUT
**Deep Strut - Elongated Holes, Steel, Pre-Galvanized, 1-5/8" x 1-5/8" x 10'**
Item #: 69170 Cat #: PS-200-EH-10-PG UPC: 702316501027

Qty: 20 **$135.14**
$6.76 FT

San Leandro #2831

**0 in stock**
147,021 Company wide

20

OLDCASTLE INFRASTRUCTURE
**Round Pull Box, Diameter: 9", Depth: 12", Concrete**
Item #: 387698 Cat #: 1000370 UPC: 800246159537

Qty: 1 **$43.54**
$43.54 EA

San Leandro #2831

**0 in stock**
157 Company wide

1

POWER-STRUT

**Rigid Strut Strap, 2-1/2", Steel, Electro-Galvanized**

Item #: 80005 Cat #: PS-1100-AS-2-1/2-EG UPC: 702316503335

Qty: 12

**$71.89**

$5.99 EA

San Leandro #2831

**0 in stock**

11,108 Company wide

12

TULUM INNOVATIVE ENGINEER...
847907

← Cart

*Cart #: 578967*

# Order Summary

| | |
|---|---|
| Items: | 4 |
| Subtotal: | $3,572.55 |

Final price, taxes, and other fees calculated on the checkout page

**Meter Main, 200A, 120/240VAC, 1PH, 4 Jaw, 20/40 Distribution, NEMA 3R**
Item #: 521800 Cat #: U224-MTBL UPC: 782051701388

Qty: 1 **$2,258.81**
$2,258.81 EA

San Leandro #2831

**0 in stock**
2 Company wide

− 1 +

EATON
**Breaker, 20A, 1P, 120/240V, 10 kAIC, Type BR Combo AFCI/GFCI**
Item #: 1276082 Cat #: BRP120DF UPC: 786670009207

Qty: 3 **$244.19**
$81.40 EA

San Leandro #2831

**0 in stock**
7,792 Company wide

3

EATON

**Breaker, 40A, 2P, 120/240V, 10 kAIC, Type CH Ground Fault**

Item #: 904770 Cat #: CH240GFT UPC: 786676025720

Qty: 5

**$1,052.65**

$210.53 EA

San Leandro #2831

**0 in stock**

0 Company wide

Call for availability

5

**PVC Cement, Clear, 1 Quart**

Item #: 66441 Cat #: CMNT-PVC-QT-MB-CLR-LVOC UPC:

Qty: 1

**$16.90**

$16.90 EA

San Leandro #2831

**2 in stock**

1,830 Company wide

1

**OAKLAND UNIFIED SCHOOL DISTRICT**
**FREMONT HIGH SCHOOL -BUILDING A MODERNIZATION & NEW PARKING LOT**
**PROJ # 22156**

**PCO#018 Rev0** **CE#049 - PH1 RFI 012 REPLACE DAMAGED MAIN POWER PANEL**

**To:** **JQ CORNISH - CM**
**From:** **Emil Vinuya, PE /Chief Cost Estimator**
**Date:** **16-Dec-25**

**General Comments:**

**1 GENERAL CONTRACTOR: CAHILL**

No works performed by GC.

**2 FIRST TIER SUBCONTRACTOR - TULUM**

Total manhours appear reasonable. Production rates used by Sub based on NECA Manual of Labor Units as used in the Construction Industry.

**Materials prices did not match in the total of the Price Quotes. Some items are duplicated.**

| | | |
|---|---|---|
| **3** | **GENERAL CONTRACTOR's COST PROPOSAL** | **$18,170.84** |

| | |
|---|---|
| **ESTIMATED CONSTRUCTION COST OF PCO#018 REV 0** | **$17,577.57** |

Project Name: **OAKLAND UNIFIED SCHOOL DISTRICT** **Project Number:** 22156
**FREMONT HIGH SCHOOL -BUILDING A MODERNIZATION & NEW B** **Date:** 16-Dec-25
**Oakland, CA**

**Decription :** **PCO#018 Rev0**

**CE#049 - PH1 RFI 012 REPLACE DAMAGED MAIN POWER PANEL**

**Reference Drawing:** **CE#049 dated 10/27/2025**
**GEN. CONTRACTOR:** **CAHILL**

| | Total Base | Total Fringes | B) Total Material | C) Total Rental Equipment Cost | Total Labor Burden | TOTAL |
|---|---|---|---|---|---|---|
| | **FIRST TIER SUBCONTRACTOR - Costs** | | | | | |
| 1 | SHEET 1 of 2 | Summary | | | | |
| 2 | SHEET 2 of 2 | $ - | $ - | $ - | | $ - |
| 3 | | | | | | |
| 4 | | | | | | |
| 5 | | | | | | |
| 6 | Totals | $ - | + $ - | + $ - | + $ - | = $ - |
| 7 | | | | | | |
| 8 | | **Expenses:** | | | | |
| 9 | | Material Sales Tax..... | | 10.25% ..... | of Total Material: | Incl. |
| 10 | | Rental Sales Tax..... | | 10.25% ..... | of Total Rental: | Incl. |
| 11 | | | | | **Subtotal - Line 7 thru 11:** | **$ -** |
| 12 | | | | | | |
| 13 | | | General Contractor OH&P: | 0.00% ..... | Total | $ - |
| 14 | | | | | | |
| 15 | | | | | **Subtotal - Line 12 thru 18:** | **$ -** |
| 16 | | | | | | |
| 17 | | | | | **Subcontracor Cost - TULUM** | **$ 16,237.94** |
| 18 | | | | | **TOTAL SUBCONTRACTOR'S COST** | **$ 16,237.94** |
| 19 | | | | | | |
| 20 | | | | | Insurance 1.35% | $ 219.21 |
| 21 | | | | | Builder's Risk 1.40% | $ 227.33 |
| 22 | | | | | SDI 0.50% | $ 81.19 |
| 23 | | | | | Bond 0.62% | $ 100.68 |
| 24 | | | | | Oakland GRT 0.38% | $ 61.70 |
| 25 | | | | | Fee 4.00% | $ 649.52 |
| 26 | | | | | **TOTAL PROBABLE CONSTRUCTION COST FOR CAHILL** | **$ 17,577.57** |

Project Name: **OAKLAND UNIFIED SCHOOL DISTRICT** **Project Number:** 22156

**PCO CE#024 - PH2** **FREMONT HIGH SCHOOL -BUILDING A MODERNIZATION & NEW B** **Date:** 16-Dec-25

**Oakland, CA**

**Decription :** **PCO#018 Rev0**

**CE#049 - PH1 RFI 012 REPLACE DAMAGED MAIN POWER PANEL**

**Reference Drawing:** **CE#049 dated 10/27/2025**

**SUBCONTRACTOR:** **TULUM**

| | **Total Base FIRST TIER SUBCONTRACTOR - TU** | **B) Total Material Costs** | **C) Total Rental Equipment Cost** | | **TOTAL** |
|---|---|---|---|---|---|
| 1 | SHEET 1 of 2 | | | | |
| 2 | SHEET 2 of 2 | | | | |
| 3 | $ 10,594 | $ 3,780.04 | $ - | | $ 14,374.31 |
| 4 | | | | | |
| 5 | | | | | |
| 6 | Totals $ 10,594 | + $ 3,780.04 | + $ - | | = $ 14,374.31 |
| 7 | | | | | |
| 8 | **Expenses:** | | | | |
| 9 | Material Sales Tax …… | | 10.25% ……. | of Total Material: | $ 387.45 |
| 10 | Rental Sales Tax…… | | 10.25% ……. | of Total Rental: | Incl. |
| 11 | | | | | |
| 12 | | | | **Subtotal - Line 7 thru 14:** | **$ 14,761.76** |
| 13 | | | | | |
| 14 | | | | **NET ADD** | **$ 14,761.76** |
| 15 | | Subcontractor's OH&P: | 10.00% …….. | of Total Labor | $ 1,476.18 |
| 16 | | | | | |
| 17 | | | | **Subtotal - Line 15 thru 19:** | **$ 16,237.94** |
| 18 | | | | | |
| 19 | | | | **Subcontracor Cost - None** | **$ -** |
| 20 | | | | | |
| 21 | | Subcontractor's Mark-ups on Subcontractors: | 15.00% | of Total Sub: | $ - |
| 22 | | | | | |
| 23 | | | | **Subtotal - Line 20 thru 23:** | **$ 16,237.94** |
| 24 | | | | | |
| 25 | | Misc Expenses: Travel, Lodging, Food, Rental, etc…… | | | $ - |
| 26 | | General Contractor's Bond& Ins.: | 0.00% ……. | .....of Line 27: | $ - |
| 27 | | | | | |
| 28 | | | | **TOTAL PROBABLE CONSTRUCTION COST - TULUM** | **$ 16,237.94** |

## FREMONT HIGH SCHOOL -BUILDING A MODERNIZATION & NEW PARKING LOT

Date: 12/16/2025

| No. | PCO#018 Rev0 | No. of Units | Per | M.H. Per Unit | LABOR COST M. H. Total | Cost Per M. H. | Total Cost | MATERIAL COST Unit Cost | Total Cost | EQUIPMENT COST Unit Cost | Total Cost |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Sub | 11/17/2025 | TULUM | | | | | | | | | |
| Project Description: | | CE#049 - PH1 RFI 012 REPLACE DAMAGED MAIN POWER PANEL | | | | | | | | | |
| 1 | **SCOPE OF WORK:** | | | | | | | | | | |
| 2 | Replace damaged main panel | | | | | | | | | | |
| 3 | | | | | | | | | | | |
| 4 | **MATERIALS:** | | | | | | | | | | |
| 5 | Hand hole 16" Base | 1 | EA | 3.000 | 3.00 | | | $ 43.54 | $ 43.54 | | |
| 6 | Hand hole 16" Extension | 1 | EA | 3.000 | 3.00 | | | $ 51.52 | $ 51.52 | | |
| 7 | Hand hole 16" Cover | 1 | EA | 1.500 | 1.50 | | | | | | |
| 8 | Nipple, 2" Rigid, 6" | 2 | EA | 1.300 | 2.60 | | | $ 9.50 | $ 19.00 | | |
| 9 | Struts, 1-5/8" Slotted 10' | 20 | EA | 0.41 | 8.10 | | | $ 6.76 | $ 135.14 | | |
| 10 | Strut Nut, 1/2" | 50 | EA | 0.11 | 5.25 | | | | | | |
| 11 | Strut Strap, 2" | 4 | EA | 0.04 | 0.16 | | | $ 5.40 | $ 21.60 | | |
| 12 | Washer, 1/2" Flat | 50 | EA | 0.04 | 2.00 | | | $ 0.28 | $ 13.90 | | |
| 13 | Nut, 1/2"" Hex | 50 | EA | 0.060 | 3.00 | | | $ 0.30 | $ 15.00 | | |
| 14 | Bolt, 1/2" | 29 | EA | 0.036 | 1.03 | | | $ 2.32 | $ 67.42 | | |
| 15 | | | | | | | | | | | |
| 16 | Strut Nut 1/2" | 10 | EA | 0.11 | 1.05 | | | $ 0.50 | $ 5.00 | | |
| 17 | | | | | | | | | | | |
| 18 | Threaded rod, 1/2" 10Ft | 10 | EA | 0.44 | 4.35 | | | $ 1.57 | $ 15.65 | | |
| 19 | | | | | | | | | | | |
| 20 | Bracket, Channel | 4 | EA | 0.225 | 0.90 | | | $ 229.67 | $ 918.68 | | |
| 21 | | | | | | | | | | | |
| 22 | Tape, 10 mil, 3" | 1 | EA | 0.750 | 0.75 | | | $ 45.45 | $ 45.45 | | |
| 23 | Pull line | 500 | LF | 0.007 | 3.50 | | | $ 0.01 | $ 5.00 | | |
| 24 | | | | | | | | | | | |
| 25 | Testing | 5 | EA | 1.00 | 5.00 | | | $ - | $ - | | |
| 26 | Labeling | 5 | EA | 0.20 | 1.00 | | | $ - | $ - | | |
| 27 | Subtotal | | | | | | | | $ 1,356.90 | | |
| 28 | Switchboard, 200A , One Source | 1 | EA | 20.00 | 20.00 | | | $ 2,423.14 | $ 2,423.14 | | |
| 29 | Breaker, 1P, 20A | 12 | EA | 0.34 | 4.08 | | | | Incl. | | |
| 30 | **Total** | | | | **70.27** | | | | | | |
| 31 | | | | | | | | | | | |
| 32 | **LABOR:** | | | | | | | | | | |
| 33 | Electrician/JM | 1 | EA | 70.272 | 70.27 | $ 150.76 | 10,594.27 | | | | |
| 34 | | | | | | | | | | | |
| 34 | **EQUIPMENT** | | | | | | | | | | |
| 35 | Not Used | | | 0.000 | 0.00 | $ - | | | | 0.00 | $ - |
| 36 | **SHEET TOTALS** | | | | **70.27** | | **$10,594.27** | | **$ 3,780.04** | | **$ -** |

PCO # 018

10/27/2025

OAKLAND UNIFIED SCHOOL DISTRICT
955 HIGH STREET
OAKLAND, California, 94601

**Re:** PCO #018 Revision 0 - CE #049 - PH1 RFI 012 Replace Damaged Main Power Panel
**Job:** 0583-01 **/** OUSD FREMONT - BLDG A MODERNIZATION & NEW PARKING LOT

Enclosed please find **Potential Change Order #018** in the amount of $18,170.84 for:

CE #049 - PH1 RFI 012 Replace Damaged Main Power Panel, etc. at Pole at Parking Lot
This PCO includes costs for the electrical contractor to furnish and install a new meter socket, panelboard and associated connections for a pole mount 200 amp, 240V, 1 PH, 3W panel with meter and circuit breakers similar to what was on site per RFI 012 due to previous vandalism.
Contractor to provide panelboard submittal for District, EEOR and PG&E to review. Any changes during review could affect pricing.
Lead time for panel in 6 weeks after all approvals.

Excludes aerial connection & meter by PG&E, PG&E fees, inspection fees, and overtime. No underground work is assumed or included.

Cahill/Eggli will provide, at no cost, a temporary battery powered irrigation controller until the permanent power is completed. Final electrical, start up, and testing (lights, cameras, EV charger, irrigation controller) will be delayed until permanent power is complete. Current estimate provided by the Owner/PGE is March 2026.

| PCO Item | Description | | Cost |
|---|---|---|---|
| 1 | Tulum COR 009 - PH1 RFI 012 furnish and install a new meter socket, panelboard and associated connections for power at parking lot | | $16,786.00 |
| | | Subtotal | $16,786.00 |
| | | Insurance (1.35%): | $226.61 |
| | | Builders Risk (1.40%): | $235.00 |
| | | SDI (0.50%): | $83.93 |
| | | Bond (0.62%): | $104.07 |
| | | Oakland GRT (0.38%): | $63.79 |
| | | Fee (4.00%): | $671.44 |
| | | Total: | $18,170.84 |

This pricing is valid for 30 days. This PCO includes a schedule extension of 0 days. We reserve the right to a contract time extension should the work contained in this PCO impact the overall project schedule.

PCO # 018

Please sign below to approve and return to our office. Upon your signature, we will execute the appropriate subcontract adjustments and include this in a forthcoming Prime Contract Change Order to cover this added scope. If at any time contingency funds are used to pay for additional work, Cahill reserves the right to request a change order at a later date if it becomes apparent that contingency funds are needed elsewhere. Please call if you have any questions.

**Very truly yours,**
Cahill Contractors LLC



10/27/2025

**Accepted by:**
OAKLAND UNIFIED SCHOOL DISTRICT

Date

# INTELLIBID COST BREAKDOWN

**SHEET S1 OF S3**

**CONTRACTOR:** **TULUM SYSTEMS**

**PROJECT NAME:** Fremont HS Phase 1 & 2 - BLDG A MODERNIZATION & NEW PARKING LOT

**PROJECT NUMBER** #0583-01

**CHANGE ORDER NUMBER:** TULUM-FHS-009 **DATE:** 10/15/2025
10/19/2025 AMENDED

**CHANGE ORDER DESCRIPTION:** Cahill RFI 012 - Furnish & Install PG&E panelboard & associated power at parking lot

| SUMMARY OF TOTAL COSTS | | | |
|---|---|---|---|
| 1. TOTAL DIRECT LABOR COSTS | $ 10,594.27 | | |
| 2. Ten percent (10%) of Line 1 | $ 1,059.43 | | |
| 3. Sum of Lines 1 & 2 | | $ 11,653.69 | |
| 4. TOTAL BURDEN LABOR COSTS | | $ - | |
| 5. TOTAL MATERIAL COSTS | $ 4,665.88 | | |
| 6. Ten percent (10%) of Line 5 | $ 466.59 | | |
| 7. Sum of Lines 5 & 6 | | $ 5,132.46 | |
| 8. Tax | | | |
| 9. TOTAL EQUIPMENT RENTAL COSTS | $ - | | |
| 10. Ten percent (10%) of Line 9 | $ - | | |
| 11. Sum of Lines 9 & 10 | | $ - | |
| 12. TOTAL OF LOWER TIER SUBCONTRACTED COST | $ - | | |
| $ - | | | |
| $ - | | | |
| 13. Five precent (5%) of line 12 | $ - | | |
| 14. Sum of Lines 12 & 13 | | $ - | |
| SUBTOTAL OF DIRECT COSTS & MARK-UP | | | $ 16,786.16 |
| COST OF BONDS | | | |
| | | | $ - |
| TOTAL CHANGE ORDER | | | **$ 16,786.16** |

NOTE:
1. TULUM reserves the right to amend the CO due to material or equipment cost escalation, or personnel wage increases.
2. Panelboard to be approved by OUSD and PG&E. Any changes may affect pricing.

# INTELLIBID COST BREAKDOWN

**SHEET S2 OF S3**

**CONTRACTOR:** **TULUM SYSTEMS**

**PROJECT NAME:** Fremont HS Phase 1 & 2 - BLDG A MODERNIZATION & NEW PARKING LOT

**PROJECT NUMBER** #0583-01

**CHANGE ORDER NUMBER:** TULUM-FHS-009 **DATE:** 10/15/2025
10/19/2025 AMENDED

**CHANGE ORDER DESCRIPTION:** Cahill RFI 012 - Furnish & Install PG&E panelboard & associated power at parking lot

| LABOR | | | | |
|---|---|---|---|---|
| **NAME** | | **HOURS** | **RATE** | **TOTAL** |
| DIRECT COSTS | Electrical - Journeyman | 70.3 | $ 150.76 | $ 10,594.27 |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| TOTAL LABOR COSTS (Transfers to Line 1 of Sheet S1) | | | | **$ 10,594.27** |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | $ - |
| TOTAL BURDEN LABOR COSTS (Transfers to Line 4 of Sheet S1) | | | | **$ 10,594.27** |

| MATERIALS | | | |
|---|---|---|---|
| **DESCRIPTION** | | | **COST** |
| | | | |
| MATERIAL - REXEL | 1 | $ 1,789.84 | $ 1,789.84 |
| | | | |
| MATERIAL - 1 SOURCE | 1 | $ 2,423.14 | $ 2,423.14 |
| | | | |
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| | | | |
| | | | |
| | | | |
| | | | |
| MATERIAL COSTS (Without Sales Tax) | | | $ 4,212.98 |
| FREIGHT, SHIPPING, HANDLING | | | $ - |
| SUBTOTAL MATERIAL COSTS (Without Sales Tax) - Line 5 of Sheet 1 | | | $ 4,212.98 |
| SALES TAX ON MATERIAL AT 10.75% - Line 8 of Sheet 1 | | | $ 452.90 |
| TOTAL MATERIAL COSTS | | | **$ 4,665.88** |

| EQUIPMENT | | | | |
|---|---|---|---|---|
| **SIZE AND TYPE** | **I.D. #** | **HOURS** | **RATE** | **TOTAL** |
| | | 0 | $ - | $ - |
| | | | | $ - |
| | | | | $ - |
| | | | | $ - |
| | | | | $ - |
| | | | | $ - |
| | | | | $ - |
| | | | | $ - |
| | | | Sub-total | $ - |
| | | | Tax | $ - |
| TOTAL EQUIPMENT RENTAL COSTS (Transfers to Line 7 of Sheet S1) | | | | **$ -** |

# INTELLIBID COST BREAKDOWN

**SHEET S3 OF S3**

**CONTRACTOR:** **TULUM SYSTEMS**

**PROJECT NAME:** Fremont HS Phase 1 & 2 - BLDG A MODERNIZATIOI

**PROJECT NUMBER** #0583-01

**CHANGE ORDER NUMBER:** TULUM-FHS-009 **DATE:** 10/15/2025
10/19/2025 AMENDED

**CHANGE ORDER DESCRIPTION:** Cahill RFI 012 - Furnish & Install PG&E panelboard & associated power at parking lot

| NECA 1 - MATERIAL LABOR RATES | | | | |
|---|---|---|---|---|
| **DESCRIPTION** | **QUANTITY** | **UNIT** | **L/UNIT** | **TOTAL** |
| | | | | |
| HAND HOLE, 16", BASE | 1 | E | 3.00 | 3.00 |
| HAND HOLE, 16", EXTENSION | 1 | E | 3.00 | 3.00 |
| HAND HOLE, 16", COVER | 1 | E | 1.50 | 1.50 |
| | | | | |
| NIPPLE, 2", RIGID, 6" | 2 | E | 1.30 | 2.60 |
| | | | | |
| | | | | |
| STRUT, 1 5/8", SLOTTED, 10 FEET | 20 | C | 40.50 | 8.10 |
| STRUT, NUT 1/2" | 50 | C | 10.50 | 5.25 |
| STRUT, STRAP, 2" | 4 | C | 4.00 | 0.16 |
| WASHER, 1/2", FLAT | 50 | C | 4.00 | 2.00 |
| | | | | |
| NUT, 1/2", HEX | 50 | C | 6.00 | 3.00 |
| BOLT, 1/2" | 29 | C | 3.56 | 1.03 |
| | | | | |
| | | | | |
| STRUT, NUT 1/2" | 10 | C | 10.50 | 1.05 |
| | | | | |
| | | | | |
| THREADED ROD, 1/2", 10 FT | 10 | C | 43.50 | 4.35 |
| | | | | |
| BRACKET, CHANNEL | 4 | C | 22.50 | 0.90 |
| | | | | |
| 10 MIL TAPE, 3 INCH | 1 | E | 0.75 | 0.75 |
| | | | | |
| PULL LINE | 500 | M | 7.00 | 3.50 |
| | | | | |
| TESTING | 5 | E | 1.00 | 5.00 |
| LABELING | 5 | E | 0.20 | 1.00 |
| | | | | |
| SWITCHBOARD | 1 | E | 20.00 | 20.00 |
| BREAKER, 1P, 20A | 12 | E | 0.34 | 4.08 |
| | | | | |
| | | | | |
| | | | |

OneSource
A Sonepar Company

2001 MARINA BLVD
SAN LEANDRO, CA 94577-3204
510-877-9850 Fax

# Quotation

| QUOTE DATE | QUOTE NUMBER |
|---|---|
| 10/16/2025 | S008089304 |

ORDER TO:

BR201 ONESOURCE DISTRIBUTORS
2001 MARINA BLVD
SAN LEANDRO, CA 94577-3204
510-877-9850 Fax



QUOTE TO:

TULUM INNOVATIVE ENGINEERING INC
3101 HYDE STREET
OAKLAND, CA 94601

SHIP TO:

TULUM SYSTEMS (SHOP)
3101 HYDE STREET
OAKLAND, CA 94601

| CUSTOMER NUMBER | CUSTOMER ORDER NUMBER | RELEASE NUMBER | SALESPERSON |
|---|---|---|---|
| 188291 | | | JON JEFFERIS |

| WRITER | SHIP VIA | TERMS | SHIP DATE | FREIGHT EXEMPT |
|---|---|---|---|---|
| JJEFFERI | SL TRUCK-07 | NET 30 DAYS | 10/16/2025 | No |

| NUM | ORDER QTY | DESCRIPTION | UNIT PRICE | EXT PRICE |
|---|---|---|---|---|
| 1 | 1ea | B-LINE U224MTBL MTR/BKR/LC/TB UG<br>200A 4 PT<br>TAXES NOT INCLUDED | 2423.139/EA | 2423.14 |

THIS IS A QUOTATION
Prices are subject to change without notice.
APPLICABLE TAXES EXTRA!

| | |
|---|---|
| Subtotal | 2423.14 |
| S&H Charges | 0.00 |
| Amount Due | 2423.14 |

**All transactions, quotations, bids and proposals are subject to and exclusively governed by and shall be expressly limited to and conditioned upon OneSource Distributors, LLC full Terms and Conditions of Sale, (including any return policies), which may be attached and/or located at: www.1sourcedist.com/terms. Any additional, different, contrary, or conflicting terms in the Buyer's purchase order, order form, or other documents, are deemed to be material alterations and notice of objection and rejection to them is hereby deemed given**

** Continued on Next Page *

OneSource
A Sonepar Company

# Quotation

2001 MARINA BLVD
SAN LEANDRO, CA 94577-3204
510-877-9850 Fax

| QUOTE DATE | QUOTE NUMBER |
|---|---|
| 10/16/2025 | S008089304 |

| ORDER TO: | PAGE NO. |
|---|---|
| BR201 ONESOURCE DISTRIBUTORS<br>2001 MARINA BLVD<br>SAN LEANDRO, CA 94577-3204<br>510-877-9850 Fax | 2 of 2 |

QUOTE TO:

TULUM INNOVATIVE ENGINEERING INC
3101 HYDE STREET
OAKLAND, CA 94601

SHIP TO:

TULUM SYSTEMS (SHOP)
3101 HYDE STREET
OAKLAND, CA 94601

| CUSTOMER NUMBER | CUSTOMER ORDER NUMBER | RELEASE NUMBER | SALESPERSON | |
|---|---|---|---|---|
| 188291 | | | JON JEFFERIS | |
| **WRITER** | **SHIP VIA** | **TERMS** | **SHIP DATE** | **FREIGHT EXEMPT** |
| JJEFFERI | SL TRUCK-07 | NET 30 DAYS | 10/16/2025 | No |

Terms and Conditions of Sale for Quotes
A. Seller assumes no responsibility whatsoever for any interpretation of bid documents, plans, or specifications provided to Seller (i.e., customer shall be solely responsible for ensuring interpretation of such documents, plans and/or specifications and for conformity and appropriateness of all goods and services ordered in comparison to same).
B. Prices are subject to change at any time prior to shipment unless otherwise agreed in writing signed by an authorized Seller representative.
C. Pricing and estimated delivery dates are based solely on the quantities and specific products and/or scope of services identified in this quote. Seller may refuse, terminate, or change pricing, estimated dates, and other terms of its offer if customer requests changes or deviations from the original quote. Unless an authorized Seller representative accepts customer's proposed deviations in an explicit signed agreement modifying this quotation, any such proposed deviations are automatically rejected, void, and of no force or effect.
D. Quotation does not include special mounting or installation hardware, equipment options, accessories, samples, spares, or mock-up equipment unless otherwise noted.
E. Seller is not responsible for the design of the project or any goods supplied.
F. Seller reserves the right to increase the pricing quoted herein to account for force majeure events, the imposition of new or increased tariffs, shipping costs, import/export fees, duties, customs, or taxes, currency fluctuations, or increases in commodity or market pricing.
G. Pre-shipment of anchor bolts is plus freight.
H. Where applicable, fabrication and shipment of goods can only be made after Seller receives the following: (i) purchase order conforming to this Quotation, (ii) customer's verification and approval of technical information, (iii) approved Submittal Drawings, and (iv) credit approval.
I. Lead times are strictly estimates. Seller is not responsible for ship dates beyond estimated dates unless Seller's President or VP Finance otherwise explicitly agrees in a signed writing as part of this Quotation and then only to the extent so agreed.
J. All orders are FCA Shipping Point, prepaid and billed, unless otherwise noted in quote.
K. Logistic solutions, storage, handling, kitting, expedited or special delivery, testing, including, but not limited to, infrared scanning and NETA testing, spares, start-up, installation, commissioning, arc flash studies, and other services are excluded unless otherwise specified in this quote. Please contact your Seller representative for additional information on any such services if desired.
L. This quotation and all related transactions are also subject to the applicable manufacturer's published warranties, including all applicable disclaimers, exclusions, and limitations.
M. This quotation constitutes Seller's confidential information, and customer shall not share or distribute this quotation to third parties other than to the extent reasonably necessary to process the transactions contemplated herein with Seller.
N. Unless otherwise expressly agreed in a separate writing signed by Seller's President or VP Finance, Seller does not agree and is not subject to any contractual flow-down or pass-through terms from customer, including, but not limited to, DFARs, FARs, Prime Contracts, Minority Business requirements, Buy America Act, etc.

TULUM INNOVATIVE ENGINEER...
847907

← Cart

*Cart #: 578967*

# Order Summary

| | |
|---|---|
| Items: | 18 |
| Subtotal: | $1,789.84 |

Final price, taxes, and other fees calculated on the checkout page

**Corrosion Protection Tape, 10 mil, Unprinted, 2" x 100'**

Item #: 207949 Cat #: 50-UNPRINTED-2X100FT-BOX UPC: 054007111566

Qty: 1

**$45.45**

$45.45 EA

San Leandro #2831

**0 in stock**

56 Company wide

− 1 +

POWER-STRUT

**Rigid Strut Strap, 2", Steel, Electro-Galvanized**

Item #: 116462 Cat #: PS-1100-AS-2-EG UPC: 702316503250

Qty: 4

**$21.60**

$5.40 EA

San Leandro #2831

**0 in stock**

7,109 Company wide

− 4 +

MULTIPLE

**Threaded Conduit Nipple, 2" x Close, Steel**

Item #: 36734 Cat #: GRC200XCL UPC: 980020005516

Qty: 2

**$19.00**

$9.50 EA

San Leandro #2831

**2 in stock**

2,783 Company wide

− 2 +

MULTIPLE

**1/2" Threaded Rod, 10'**

Item #: 41428 Cat #: 050X120 UPC:

Qty: 10

**$15.65**
$1.57 FT

San Leandro #2831

**80 in stock**
34,298 Company wide

10

EATON B-LINE
**Square Washer, 9/16" Hole, 1/2" Bolt, Steel/Zinc Plated**
Item #: 62524 Cat #: B202ZN UPC: 781011520137

Qty: 10

**$11.21**
$1.12 EA

San Leandro #2831

**50 in stock**
10,949 Company wide

10

A.B. CHANCE
**Bracket, Conduit Stand-off, 12"**
Item #: 1336677 Cat #: C6CS012A UPC: 096359474197

Qty: 2

**$459.34**
$229.67 EA

San Leandro #2831

**0 in stock**
14 Company wide

2

DOTTIE
**1/2" Steel Flat Washer**
Item #: 266867 Cat #: FW12 UPC: 781002310952

Qty: 50 **$13.90**
$0.28 EA

San Leandro #2831

**650 in stock**
27,130 Company wide

50

A.B. CHANCE
**Double Arming Plate, Galvanized Steel**
Item #: 1170229 Cat #: 5844 UPC: 096359072881

Qty: 2 **$527.82**
$263.91 EA

San Leandro #2831

**0 in stock**
29 Company wide

2

A.B. CHANCE

**7126 1/4X26 FLAT X-ARM BRACE**

Item #: 601192 Cat #: 7126 UPC: 096359074229

Qty: 2

**$79.99**

$39.99 EA

San Leandro #2831

**0 in stock**

57 Company wide

2

DOTTIE

**1/2" Steel Hex Nut, 25/Pack**

Item #: 268080 Cat #: HN12 UPC: 781002170501

Qty: 50

**$17.65**

$0.35 EA

San Leandro #2831

**150 in stock**

43,375 Company wide

50

SUPERSTRUT

**1/2 STANDARD U BOLT**

Item #: 1115015 Cat #: H115-2-1/2 UPC: 616013304808

Qty: 4

**$83.30**

$20.83 EA

San Leandro #2831

**0 in stock**

36 Company wide

− 4 +

MULTIPLE

**Hex Bolt, 1/2" x 1-1/2", Stainless Steel, Jar of 25**

Item #: 210624 Cat #: R12112HB188 UPC: 705591120297

Qty: 1

**$67.42**

$67.42 EA

San Leandro #2831

**0 in stock**

12 Company wide

− 1 +

PENN-UNION

**3/4" Ground Rod Clamp**

Item #: 268343 Cat #: CAB-4 UPC: 785037260152

Qty: 1

**$25.59**

$25.59 EA

San Leandro #2831

**0 in stock**

44 Company wide

1

DOTTIE

**3/4" X 10' Ground Rod ( Copper Bonded )**

Item #: 267253 Cat #: GR3410 UPC: 781002350309

Qty: 1

**$99.84**

$99.84 EA

San Leandro #2831

**0 in stock**

4 Company wide

1

OLDCASTLE INFRASTRUCTURE

**Lid, Diameter: 8-7/8", Cast Iron, Legend: GROUND**

Item #: 515390 Cat #: 3000480 UPC:

Qty: 1

**$51.52**

$51.52 EA

San Leandro #2831

**0 in stock**
8 Company wide

1

POWER-STRUT
**Deep Strut - Elongated Holes, Steel, Pre-Galvanized, 1-5/8" x 1-5/8" x 10'**
Item #: 69170 Cat #: PS-200-EH-10-PG UPC: 702316501027

Qty: 20 **$135.14**
$6.76 FT

San Leandro #2831

**0 in stock**
147,021 Company wide

20

OLDCASTLE INFRASTRUCTURE
**Round Pull Box, Diameter: 9", Depth: 12", Concrete**
Item #: 387698 Cat #: 1000370 UPC: 800246159537

Qty: 1 **$43.54**
$43.54 EA

San Leandro #2831

**0 in stock**
157 Company wide

1

POWER-STRUT

**Rigid Strut Strap, 2-1/2", Steel, Electro-Galvanized**

Item #: 80005 Cat #: PS-1100-AS-2-1/2-EG UPC: 702316503335

Qty: 12

**$71.89**

$5.99 EA

San Leandro #2831

**0 in stock**

11,108 Company wide

12

**Cahill Contractors LLC**
425 California Street, Suite 2200
San Francisco, California 94104
P: (415) 986-0600

**Project: 0583-01 OUSD FREMONT - BLDG A MODERNIZATION & NEW PARKING LOT**
4610 Foothill Blvd
Oakland, California 94601

# RFI #12-Phase1: Lower Parking Lot Power

| | | | |
|---|---|---|---|
| **Revision** | 0 | **Status** | Open |
| **To** | Craig Durand (HIBSER YAMAUCHI ARCHITECTS, INC.)<br>Neethi Joseph (HIBSER YAMAUCHI ARCHITECTS, INC.) | **From** | Will Nethercutt (CAHILL CONTRACTORS) |
| **Date Initiated** | Jul 25, 2025 | **Due Date** | Aug 1, 2025 |
| **Location** | | | |
| **Cost Impact** | | **Schedule Impact** | |
| **Spec Section** | | | |
| **Drawing Number** | E2.01 | **Reference** | |
| **Linked Drawings** | | | |
| **Copies To** | Diego Baron (CAHILL CONTRACTORS), JaQuan Cornish (OAKLAND UNIFIED SCHOOL DISTRICT), Ken DeCarlo , Neethi Joseph (HIBSER YAMAUCHI ARCHITECTS, INC.), Justin Mapalo , Katie McLelland (CAHILL CONTRACTORS), Chris Mendez (CAHILL CONTRACTORS), Nick Misakian (CAHILL CONTRACTORS), Will Nethercutt (CAHILL CONTRACTORS), Christina Stone | | |
| **Priority** | 3 - Standard | **Sub RFI#** | |
| **Posted to Drawings** | No | | |

## Activity

**Question**

**Question from Will Nethercutt CAHILL CONTRACTORS** *on Friday, Jul 25, 2025 at 02:34 PM PDT*

Ref: E2.01

Sheet note 1 on E2.01 shows that we are to pull power for the parking lot from the existing parking lot meter and panel. Sometime between Cahill walking the job during project award, and now, the panel has been vandalized. As shown in the photos attached on SK-02, the panel is on the ground, the meter is gone, and the conduit feeding the panel has been removed.

1. Please provide direction as to how Cahill is to provide power to the lower parking lot.

**Attachments**
RFI 12 - Phase 1 - Lower Parking Lot Power.pdf

HY Revised Response:

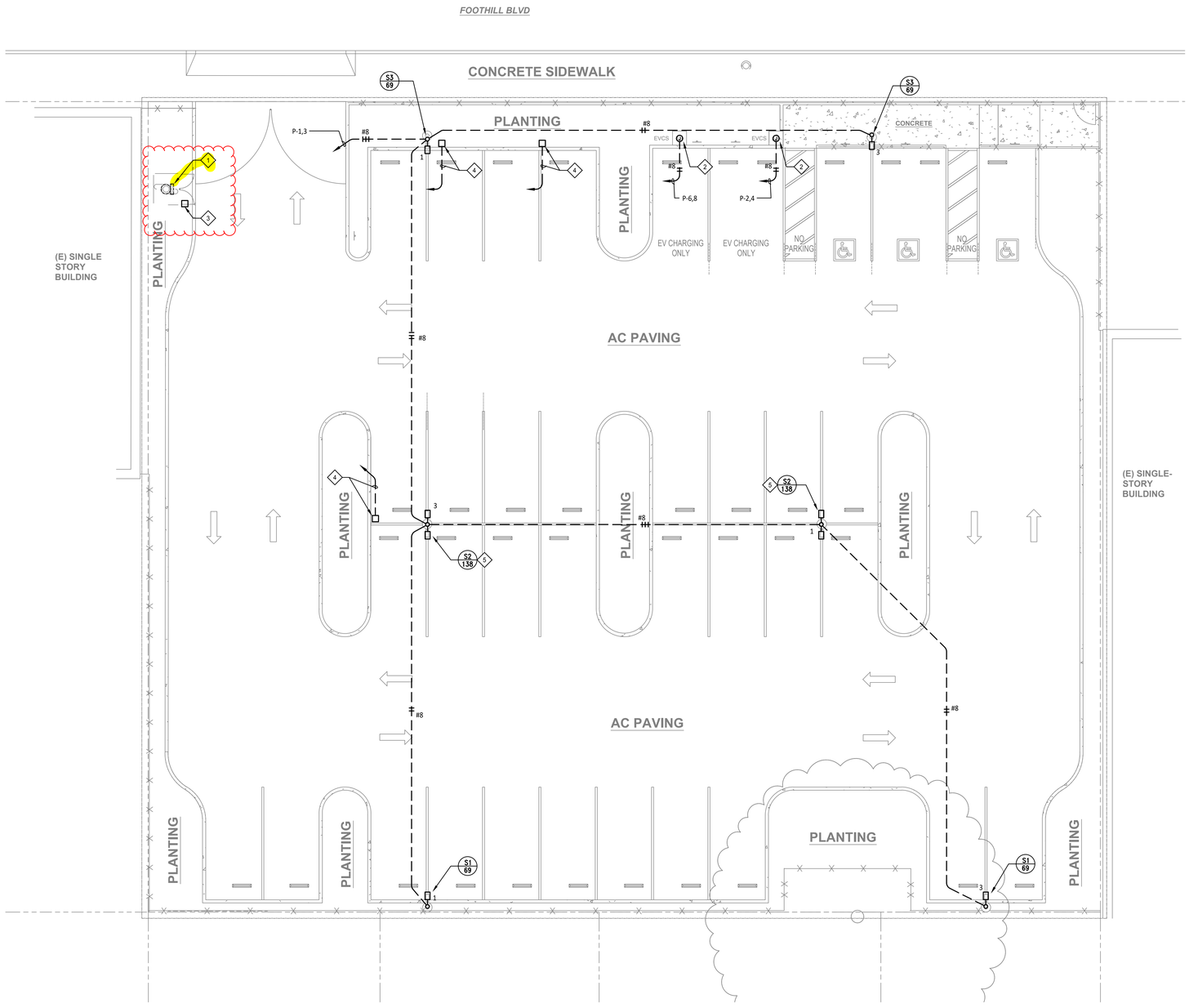
Contractor to provide meter socket, panelboard and associated connections for a pole mount 200 amp, 240V, 1 PH, 3W panel with meter and circuit breakers similar to what was on site. A new aerial connection has been requested but we will need to confirm that it is acceptable to PG&E once we get a response from them.
Contractor to provide panelboard submittal for EEOR and PG&E to review.

Eleni Antonelli
10/15/25

RFI 12 - Phase 1
SK-02
7/25/25

0 5' 25' — 1/8" = 1'-0" | 0 1' 12' — 1/4" = 1'-0" | 0 1' 6' — 1/2" = 1'-0" | 0 4' — 3/4" = 1'-0" | 0 1' 3' — 1" = 1'-0" | 0 2' — 1 1/2" = 1'-0" | 0 1' — 3" = 1'-0"

IF THIS SHEET IS NOT 30"x42" , IT IS A REDUCED PRINT; SCALE ACCORDINGLY




## SHEET NOTES

1. EXISTING PARKING LOT METER AND PANEL.
2. POWER FOR EV CHARGER. SEE E0.01 FOR PANEL SCHEDULE.
3. PROVIDE CHRISTY BOX WITH STEEL BOLT DOWN COVER FOR FUTURE EV CHARGERS.
4. PULLBOX WITH 1 1/4" CONDUIT TO PULLBOX IN NOTE 3 FOR FUTURE EV POWER.
5. PROVIDE AND INSTALL SECURITY CAMERA ON POLE.

ELECTRICAL PLAN - PARKING LOT | 1/8" = 1'-0" | 1

IDENTIFICATION STAMP
DIV. OF THE STATE ARCHITECT
APP: 01-121157 INC:
REVIEWED FOR
SS ☐ FLS ☐ ACS ☐
DATE: 5/22/2024

OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

Revisions

| No. | Revisions | By | Date | Appr. |
|---|---|---|---|---|

BID SET


WRM
Electrical Consultants Incorporated
3397 Mt. Diablo Blvd., Suite C
Lafayette, CA 94549
Tel: 925.385.0649
23-004 INC 1



This document is the property of the Owner and is not to be used without his written permission


Architect/Engineer Of Record:

REGISTERED PROFESSIONAL ENGINEER — Mark L. Hibser — No. E 11369 — Exp. 9-30-24 — ELECTRICAL — STATE OF CALIFORNIA


HIBSER YAMAUCHI Architects, Inc.
300 – 27th Street
Oakland, CA 94612
510.446.2222 tel | 510.446.2211 fax


HY ARCHITECTS JOB NUMBER 5983

Facility
FREMONT HIGH SCHOOL
4610 & 4529 FOOTHILL BLVD, OAKLAND CA, 94601

Project
MODERNIZATION & NEW PARKING LOT

Sheet Title
ELECTRICAL PLANS
PARKING LOT

Client Project Number: Client Proj. #

Scale: AS NOTED
Drawn By: DAM
Checked By: TLK
Issue Date: 02/12/2024
Revit Version: 2023

Sheet
E2.01


2/12/2024 10:08 AM C:\users\damon\wkm consulting dropbox\cad\2023\23-004 fremont hs-mod\increment 1\inc 1 23004 e2.01

RFI 12 - Phase 1
SK-02
7/25/25







Pacific Gas and Electric Company®

## Project Type

| | |
|---|---|
| New Business Energy Request | Retail Energy |
| Commodity | Electric |
| Application Request | New Service Connections |
| Request Category | Start a Project |
| Customer Type | Agency (City, County, Caltrans) |
| Facility Type | Building / Structure |
| Electric Request Type | Install Permanent Service |
| New Electric Service Type | Overhead |
| Occupancy Type | Schools |

## Project Information

| | |
|---|---|
| Project Number | P000447614 |
| Project Name | Fremont High School Parking Lot |
| Request due to a major natural disaster? | No |
| Zip Code | 94601 |
| City | OAKLAND |
| State | CA |
| Street Address | 4529 Foothill Boulevard |
| Latitude | 37.77372 |
| Longitude | -122.21042 |
| Who will pick the Line Section? | PG&E will pick the Line Section |
| Selected Line Section | GUID: 9CDD24A3-241E-4E45-B097-6FB292C07838, Feeder ID: 012091116, Object ID: 888522 |

### PROJECT DATA

| | |
|---|---|
| Is your Building Permit Approved ? | Yes |
| Building Permit Number / Application Number | 01-121157 |
| Assessor Parcel Number | 35-2401-1-1 |
| Work Description | Provide new pole mount meter and panel to parking lot to replace panel that was vandalized. |
| This project is subject to Buy America requirements implemented by the Service Transportation Assistance Act with federal funding from: | Not Applicable |

### SERVICE DATA

| | |
|---|---|
| Number of Electric Services | 1 |
| Total Number of Electric Meters Needed | 1 |
| Total Square Ft. | 1 |
| Average Square Ft. | 1 |
| Largest Square Ft. | 1 |
| Desired Electric Rate | HETOUC |
| Business Activity (NAICS) | school parking lot |

### GAS DATA

| | |
|---|---|
| Do you have a gas service (natural gas, propane, kerosene, etc.) with another utility or have you applied for new gas service with another utility for this project address? | No |

### OPERATING TIME - ELECTRIC

| | |
|---|---|
| What Months will this facility operate? | January, February, March, April, May, June, July, August, September, October, November, December |

### DESIGN AND INSTALLATION

| | |
|---|---|
| Are you planning to use an Applicant Designer? | No |
| Are you planning to use an Applicant Install contractor? | No |

### SELF GENERATION

| | |
|---|---|
| Are you installing any self-generation equipment as part of your project? | No |

### ZERO NET ENERGY ELIGIBILITY

| | |
|---|---|
| I acknowledge I selected "No" for Self Generation in this zero net energy (ZNE) application | Yes |

## Contact Information

### SUBMITTER

| | |
|---|---|
| I am authorized to submit this application on behalf of the property owner. / I am the property owner. | Yes |
| First Name | Tiffany |
| Last Name | Kane |
| Legal Status | Corporation |
| Company Name | WKM Electrical Consultants, Inc |
| Street Address | 3397 Mt. Diablo Blvd. Suite C |
| Zip Code | 94549 |
| City | LAFAYETTE |
| State | CA |
| Day Phone | 9253104629 |
| Mobile Phone | 9253242650 |
| Email | tiffany@wkm-electrical.com |

### PRIMARY

| | |
|---|---|
| Primary Contact | Same As Submitter |
| First Name | Tiffany |
| Last Name | Kane |
| Company Name | WKM Electrical Consultants, Inc |
| Street Address | 3397 Mt. Diablo Blvd. Suite C |
| Zip Code | 94549 |
| City | LAFAYETTE |
| State | CA |
| Day Phone | 9253104629 |
| Mobile Phone | 9253242650 |
| Email | tiffany@wkm-electrical.com |
| Link Contact to Application | No |

### CONTRACTOR

| | |
|---|---|
| Contractor | None |

### LEGAL

| | |
|---|---|
| Financially Responsible | Other<br>Preston |

| | |
|---|---|
| First Name | |
| Last Name | Thomas |
| Legal Name to Appear on Contract | Preston Thomas |
| Legal Status | Government Agency |
| Company Name | Oakland Unified School District |
| Street Address | 955 High Street |
| Zip Code | 94601 |
| City | OAKLAND |
| State | CA |
| Day Phone | 5108792700 |
| Mobile Phone | 5105792022 |
| Receive Contract and invoices electronically? | Yes |
| Email | Preston.Thomas@ousd.org |
| Link Contact to Application | No |

### ENERGY BILLING

| | |
|---|---|
| Financially Responsible | Other |
| First Name | Lily |
| Last Name | Giang |
| Name to appear on the bill | Lily Giang |
| Legal Status | Government Agency |
| Company Name | Oakland Unified School District |
| Street Address | 1011 Union Street |
| Zip Code | 94607 |
| City | OAKLAND |
| State | CA |
| Day Phone | 5108798608 |
| Mobile Phone | 5108798608 |
| Email | Lily.Giang@ousd.org |
| Link Contact to Application | No |

## Construction Information

### GENERAL

| | |
|---|---|
| Will any existing gas or electric PG&E facilities require relocation/removal? | Yes |
| Date Needed | 2025-10-31 |
| Do existing PG&E electric overhead facilities require undergrounding? | No |

### TEMPORARY SERVICES

| | |
|---|---|
| Is temporary electric service needed? | No |

## Electric Information

### PROPOSED SERVICE

| | |
|---|---|
| Voltage Level | Secondary |
| Phase | 1-Phase |
| Wires | 3-Wire |
| Voltage | 120/240 Volt |
| Main Panel Rating (Amps) | 200 Amp |

### ELECTRIC VEHICLE

| | |
|---|---|
| Are you planning to install an EV | |

| | |
|---|---|
| Charging Station? | Yes |
| Total Number of Charge Ports | 5 |
| Maximum Capacity of each Port (kW) | 7 |
| Total Maximum Load (kW) | 7 |
| Solar/Energy Storage (E.G., Battery) installed as part of the Electric Vehicle System? | No |
| Max Peak Load connected to PG&E (kW) | 38 |

### STREETLIGHTS

| | |
|---|---|
| Are you installing or removing streetlights? | No |
| Common Usage Area (select all that apply) | Sprinklers,Area Lighting |

## Document Upload

### CIVIL PLANS

| | |
|---|---|
| Civil Plans | 2025-09-29 08:49:10 |

### DETAILED SITE PLAN

| | |
|---|---|
| Detailed Site Plan | 2025-09-29 08:49:11 |

### SINGLE LINE DRAWING

| | |
|---|---|
| Single Line Drawing | 2025-09-29 08:49:11 |

### TITLE 24 UTILITY REPORT

| | |
|---|---|
| Title 24 Utility Report | 2025-09-29 08:49:11 |

## Project Delivery

### DESIRED PROJECT COMPLETION

| | |
|---|---|
| Application Verification Phase | 2025-11-24 |
| Requested Design Completion Date | 2026-01-07 |
| Permitting and Other Agency Approvals | 2026-02-06 |
| Customer Planned Construction Complete Date | 2025-10-31 |
| Construction Start Date | 2025-10-01 |
| Electric Trenching Completion Date | 2025-10-31 |
| PG&E Construction Timeline | 2026-03-08 |
| Desired Project Completion | 2026-03-09 |

### ESTIMATED ENGINEERING ADVANCE

| | |
|---|---|
| Upon review of your application, you may be subject to pay an Engineering Advance. The EA is This amount will be determined by your PG&E representative. The EA will be applied toward any applicable costs of your project and any unused amounts will be refunded. | |
| If an Engineering Advance is required to process my request for service, I agree to remit payment to PG&E within 30 days of the Engineering Advance invoice date and acknowledge that my application may be cancelled if payment is not received in this timeframe. See above for additional | Yes |

details.

## TERMS AND CONDITIONS

| | |
|---|---|
| I understand and agree with the agreement provisions and my responsibilities. | Yes |

## GAS ACKNOWLEDGEMENT

| | |
|---|---|
| I acknowledge that Effective July 1, 2023, all gas service requests will no longer receive subsidies (allowances, refundable contract option, discount contract option) on distribution and service extension contracts. Contracts are developed based on estimated costs. Once all project elements are complete, PG&E is required to compare actual cost of the project to the estimated contract cost and provide applicants with a refund or an invoice for the difference between the two values (Actual Costs - Estimated Costs). This is a result of the California Public Utilities Commission (CPUC) Decision 22-09-026 issued on September 15, 2022 as part of Rulemaking 19-01-011, Order Instituting Rulemaking Regarding Building Decarbonization. | |

PCO # 018

10/27/2025

OAKLAND UNIFIED SCHOOL DISTRICT
955 HIGH STREET
OAKLAND, California, 94601

**Re:** PCO #018 Revision 1 - CE #049 - PH1 RFI 012 Replace Damaged Main Power Panel
**Job:** 0583-01 **/** OUSD FREMONT - BLDG A MODERNIZATION & NEW PARKING LOT

Enclosed please find **Potential Change Order #018** in the amount of $19,579.18 for:

CE #049 - PH1 RFI 012 Replace Damaged Main Power Panel, etc. at Pole at Parking Lot
This PCO includes costs for the electrical contractor to furnish and install a new meter socket, panelboard and associated connections for a pole mount 200 amp, 240V, 1 PH, 3W panel with meter and circuit breakers similar to what was on site per RFI 012 due to previous vandalism.
Contractor to provide panelboard submittal for District, EEOR and PG&E to review. Any changes during review could affect pricing.
Lead time for panel in 6 weeks after all approvals.

Excludes aerial connection & meter by PG&E, PG&E fees, inspection fees, and overtime. No underground work is assumed or included.

Cahill/Eggli will provide, at no cost, a temporary battery powered irrigation controller until the permanent power is completed. Final electrical, start up, and testing (lights & irrigation controller) will be delayed until permanent power is complete. Current estimate provided by the Owner/PGE is April 2026.

Rev1 - correction to breakers

| PCO Item | Description | Cost |
|---|---|---|
| 1 | Tulum COR 009rev2 - PH1 RFI 012 furnish and install a new meter socket, panelboard and associated connections for power at parking lot | $18,087.00 |
| | Subtotal | $18,087.00 |
| | Insurance (1.35%): | $244.17 |
| | Builders Risk (1.40%): | $253.22 |
| | SDI (0.50%): | $90.44 |
| | Bond (0.62%): | $112.14 |
| | Oakland GRT (0.38%): | $68.73 |
| | Fee (4.00%): | $723.48 |
| | Total: | $19,579.18 |

This pricing is valid for 30 days. This PCO includes a schedule extension of 0 days. We reserve the right to a contract time extension should the work contained in this PCO impact the overall project schedule.

Please sign below to approve and return to our office. Upon your signature, we will execute the appropriate subcontract adjustments and include this in a forthcoming Prime Contract Change Order to cover this added scope. If at any time contingency funds are used to pay for additional work, Cahill reserves the right to request a change order at a later date if it becomes apparent that contingency funds are needed elsewhere. Please call if you have any questions.

**Very truly yours,**
Cahill Contractors LLC



Megan McDevitt 01/29/2026

**Accepted by:**
OAKLAND UNIFIED SCHOOL DISTRICT

Date

# INTELLIBID COST BREAKDOWN

**SHEET S1 OF S3**

| | | | |
|---|---|---|---|
| **CONTRACTOR:** | **TULUM SYSTEMS** | | |
| **PROJECT NAME:** | Fremont HS Phase 1 & 2 - BLDG A MODERNIZATION & NEW PARKING LOT | | |
| **PROJECT NUMBER** | #0583-01 | | |
| **CHANGE ORDER NUMBER:** | TULUM-FHS-009 | **DATE:** | 10/15/2025<br>10/19/2025 AMENDED |
| **CHANGE ORDER DESCRIPTION:** | Cahill RFI 012 - Furnish & Install PG&E panelboard & associated power at parking lot | | 1/23/2026 AMENDED2 |

| **SUMMARY OF TOTAL COSTS** | | | |
|---|---|---|---|
| 1. TOTAL DIRECT LABOR COSTS | $ 10,594.27 | | |
| 2. Ten percent (10%) of Line 1 | $ 1,059.43 | | |
| 3. Sum of Lines 1 & 2 | | $ 11,653.69 | |
| 4. TOTAL BURDEN LABOR COSTS | | $ - | |
| | | | |
| 5. TOTAL MATERIAL COSTS | $ 5,848.71 | | |
| 6. Ten percent (10%) of Line 5 | $ 584.87 | | |
| 7. Sum of Lines 5 & 6 | | $ 6,433.58 | |
| 8. Tax | | | |
| 9. TOTAL EQUIPMENT RENTAL COSTS | $ - | | |
| 10. Ten percent (10%) of Line 9 | $ - | | |
| 11. Sum of Lines 9 & 10 | | $ - | |
| 12. TOTAL OF LOWER TIER SUBCONTRACTED COST | $ - | | |
| $ - | | | |
| $ - | | | |
| 13. Five precent (5%) of line 12 | $ - | | |
| 14. Sum of Lines 12 & 13 | | $ - | |
| SUBTOTAL OF DIRECT COSTS & MARK-UP | | | $ 18,087.27 |
| COST OF BONDS | | | $ - |
| TOTAL CHANGE ORDER | | | **$ 18,087.27** |

NOTE:
1. TULUM reserves the right to amend the CO due to material or equipment cost escalation, or personnel wage increases.
2. Panelboard to be approved by OUSD and PG&E. Any changes may affect pricing.
3. CO amended to include the breakers indicated on EEOR response comments.

# INTELLIBID COST BREAKDOWN

**SHEET S2 OF S3**

**CONTRACTOR:** **TULUM SYSTEMS**

**PROJECT NAME:** Fremont HS Phase 1 & 2 - BLDG A MODERNIZATION & NEW PARKING LOT

**PROJECT NUMBER** #0583-01

**CHANGE ORDER NUMBER:** TULUM-FHS-009 **DATE:** 10/15/2025
10/19/2025 AMENDED
1/23/2026 AMENDED2

**CHANGE ORDER DESCRIPTION:** Cahill RFI 012 - Furnish & Install PG&E panelboard & associated power at parking lot

**LABOR**

| NAME | | HOURS | RATE | TOTAL |
|---|---|---|---|---|
| DIRECT COSTS | Electrical - Journeyman | 70.3 | $ 150.76 | $ 10,594.27 |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| TOTAL LABOR COSTS (Transfers to Line 1 of Sheet S1) | | | | **$ 10,594.27** |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | $ - |
| TOTAL BURDEN LABOR COSTS (Transfers to Line 4 of Sheet S1) | | | | **$ 10,594.27** |

**MATERIALS**

| DESCRIPTION | | | COST |
|---|---|---|---|
| | | | |
| MATERIAL - REXEL | 1 | $ 1,789.85 | $ 1,789.85 |
| | | | |
| MATERIAL - REXEL | 1 | $ 3,491.15 | $ 3,491.15 |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| MATERIAL COSTS (Without Sales Tax) | | | $ 5,281.00 |
| FREIGHT, SHIPPING, HANDLING | | | $ - |
| SUBTOTAL MATERIAL COSTS (Without Sales Tax) - Line 5 of Sheet 1 | | | $ 5,281.00 |
| SALES TAX ON MATERIAL AT 10.75% - Line 8 of Sheet 1 | | | $ 567.71 |
| TOTAL MATERIAL COSTS | | | **$ 5,848.71** |

**EQUIPMENT**

| SIZE AND TYPE | I.D. # | HOURS | RATE | TOTAL |
|---|---|---|---|---|
| | | 0 | $ - | $ - |
| | | | | $ - |
| | | | | $ - |
| | | | | $ - |
| | | | | $ - |
| | | | | $ - |
| | | | | $ - |
| | | | | $ - |
| | | | Sub-total | $ - |
| | | | Tax | $ - |
| TOTAL EQUIPMENT RENTAL COSTS (Transfers to Line 7 of Sheet S1) | | | | **$ -** |

# INTELLIBID COST BREAKDOWN

**SHEET S3 OF S3**

**CONTRACTOR:** **TULUM SYSTEMS**

**PROJECT NAME:** Fremont HS Phase 1 & 2 - BLDG A MODERNIZATION & NEW PARKING LOT

**PROJECT NUMBER** #0583-01

**CHANGE ORDER NUMBER:** TULUM-FHS-009 **DATE:** 10/15/2025
10/19/2025 AMENDED

**CHANGE ORDER DESCRIPTION:** Cahill RFI 012 - Furnish & Install PG&E panelboard & associated power at parking lot 1/23/2026 AMENDED2

| NECA 1 - MATERIAL LABOR RATES | | | | |
|---|---|---|---|---|
| **DESCRIPTION** | **QUANTITY** | **UNIT** | **L/UNIT** | **TOTAL** |
| | | | | |
| HAND HOLE, 16", BASE | 1 | E | 3.00 | 3.00 |
| HAND HOLE, 16", EXTENSION | 1 | E | 3.00 | 3.00 |
| HAND HOLE, 16", COVER | 1 | E | 1.50 | 1.50 |
| | | | | |
| NIPPLE, 2", RIGID, 6" | 2 | E | 1.30 | 2.60 |
| | | | | |
| | | | | |
| STRUT, 1 5/8", SLOTTED, 10 FEET | 20 | C | 40.50 | 8.10 |
| STRUT, NUT 1/2" | 50 | C | 10.50 | 5.25 |
| STRUT, STRAP, 2" | 4 | C | 4.00 | 0.16 |
| WASHER, 1/2", FLAT | 50 | C | 4.00 | 2.00 |
| | | | | |
| NUT, 1/2", HEX | 50 | C | 6.00 | 3.00 |
| BOLT, 1/2" | 29 | C | 3.56 | 1.03 |
| | | | | |
| | | | | |
| STRUT, NUT 1/2" | 10 | C | 10.50 | 1.05 |
| | | | | |
| | | | | |
| THREADED ROD, 1/2", 10 FT | 10 | C | 43.50 | 4.35 |
| | | | | |
| BRACKET, CHANNEL | 4 | C | 22.50 | 0.90 |
| | | | | |
| 10 MIL TAPE, 3 INCH | 1 | E | 0.75 | 0.75 |
| | | | | |
| PULL LINE | 500 | M | 7.00 | 3.50 |
| | | | | |
| TESTING | 5 | E | 1.00 | 5.00 |
| LABELING | 5 | E | 0.20 | 1.00 |
| | | | | |
| SWITCHBOARD | 1 | E | 20.00 | 20.00 |
| BREAKER, 1P, 20A | 2 | E | 0.34 | 0.68 |
| BREAKER, 2P, 40A | 5 | E | 0.68 | 3.40 |
| | | | | |
| | | | | |
| | | | |

TULUM INNOVATIVE ENGINEER...
847907

← Cart

*Cart #: 578967*

# Order Summary

| | |
|---|---|
| Items: | 18 |
| Subtotal: | $1,789.85 |

Final price, taxes, and other fees calculated on the checkout page

**Corrosion Protection Tape, 10 mil, Unprinted, 2" x 100'**

Item #: 207949 Cat #: 50-UNPRINTED-2X100FT-BOX UPC: 054007111566

Qty: 1

**$45.45**

$45.45 EA

San Leandro #2831

**0 in stock**

56 Company wide

— 1 +

POWER-STRUT

**Rigid Strut Strap, 2", Steel, Electro-Galvanized**

Item #: 116462 Cat #: PS-1100-AS-2-EG UPC: 702316503250

Qty: 4

**$21.60**

$5.40 EA

San Leandro #2831

**0 in stock**

7,109 Company wide

− 4 +

MULTIPLE

**Threaded Conduit Nipple, 2" x Close, Steel**

Item #: 36734 Cat #: GRC200XCL UPC: 980020005516

Qty: 2

**$19.00**

$9.50 EA

San Leandro #2831

**2 in stock**

2,783 Company wide

− 2 +

MULTIPLE

**1/2" Threaded Rod, 10'**

Item #: 41428 Cat #: 050X120 UPC:

Qty: 10

**$15.65**
$1.57 FT

San Leandro #2831

**80 in stock**
34,298 Company wide

10

EATON B-LINE
**Square Washer, 9/16" Hole, 1/2" Bolt, Steel/Zinc Plated**
Item #: 62524 Cat #: B202ZN UPC: 781011520137

Qty: 10

**$11.21**
$1.12 EA

San Leandro #2831

**50 in stock**
10,949 Company wide

10

A.B. CHANCE
**Bracket, Conduit Stand-off, 12"**
Item #: 1336677 Cat #: C6CS012A UPC: 096359474197

Qty: 2

**$459.34**
$229.67 EA

San Leandro #2831

**0 in stock**
14 Company wide

2

DOTTIE
**1/2" Steel Flat Washer**
Item #: 266867 Cat #: FW12 UPC: 781002310952

Qty: 50 **$13.90**
$0.28 EA

San Leandro #2831

**650 in stock**
27,130 Company wide

50

A.B. CHANCE
**Double Arming Plate, Galvanized Steel**
Item #: 1170229 Cat #: 5844 UPC: 096359072881

Qty: 2 **$527.82**
$263.91 EA

San Leandro #2831

**0 in stock**
29 Company wide

2

A.B. CHANCE

**7126 1/4X26 FLAT X-ARM BRACE**

Item #: 601192 Cat #: 7126 UPC: 096359074229

Qty: 2

**$79.99**

$39.99 EA

San Leandro #2831

**0 in stock**

57 Company wide

2

DOTTIE

**1/2" Steel Hex Nut, 25/Pack**

Item #: 268080 Cat #: HN12 UPC: 781002170501

Qty: 50

**$17.65**

$0.35 EA

San Leandro #2831

**150 in stock**

43,375 Company wide

50

SUPERSTRUT

**1/2 STANDARD U BOLT**

Item #: 1115015 Cat #: H115-2-1/2 UPC: 616013304808

Qty: 4

**$83.30**

$20.83 EA

San Leandro #2831

**0 in stock**

36 Company wide

− 4 +

MULTIPLE

**Hex Bolt, 1/2" x 1-1/2", Stainless Steel, Jar of 25**

Item #: 210624 Cat #: R12112HB188 UPC: 705591120297

Qty: 1

**$67.42**

$67.42 EA

San Leandro #2831

**0 in stock**

12 Company wide

− 1 +

PENN-UNION

**3/4" Ground Rod Clamp**

Item #: 268343 Cat #: CAB-4 UPC: 785037260152

Qty: 1

**$25.59**

$25.59 EA

San Leandro #2831

**0 in stock**

44 Company wide

1

DOTTIE

**3/4" X 10' Ground Rod ( Copper Bonded )**

Item #: 267253 Cat #: GR3410 UPC: 781002350309

Qty: 1

**$99.84**

$99.84 EA

San Leandro #2831

**0 in stock**

4 Company wide

1

OLDCASTLE INFRASTRUCTURE

**Lid, Diameter: 8-7/8", Cast Iron, Legend: GROUND**

Item #: 515390 Cat #: 3000480 UPC:

Qty: 1

**$51.52**

$51.52 EA

San Leandro #2831

**0 in stock**
8 Company wide

1

POWER-STRUT
**Deep Strut - Elongated Holes, Steel, Pre-Galvanized, 1-5/8" x 1-5/8" x 10'**
Item #: 69170 Cat #: PS-200-EH-10-PG UPC: 702316501027

Qty: 20 **$135.14**
$6.76 FT

San Leandro #2831

**0 in stock**
147,021 Company wide

20

OLDCASTLE INFRASTRUCTURE
**Round Pull Box, Diameter: 9", Depth: 12", Concrete**
Item #: 387698 Cat #: 1000370 UPC: 800246159537

Qty: 1 **$43.54**
$43.54 EA

San Leandro #2831

**0 in stock**
157 Company wide

1

POWER-STRUT

**Rigid Strut Strap, 2-1/2", Steel, Electro-Galvanized**

Item #: 80005 Cat #: PS-1100-AS-2-1/2-EG UPC: 702316503335

Qty: 12

**$71.89**

$5.99 EA

San Leandro #2831

**0 in stock**

11,108 Company wide

12

TULUM INNOVATIVE ENGINEER...
847907

← Cart

*Cart #: 578967*

## Order Summary

| | |
|---|---|
| Items: | 4 |
| Subtotal: | $3,491.15 |

Final price, taxes, and other fees calculated on the checkout page

**Meter Main, 200A, 120/240VAC, 1PH, 4 Jaw, 20/40 Distribution, NEMA 3R**

Item #: 521800 Cat #: U224-MTBL UPC: 782051701388

Qty: 1

**$2,258.81**

$2,258.81 EA

San Leandro #2831

**0 in stock**

2 Company wide

− 1 +

EATON

**Breaker, 40A, 2P, 120/240V, 10 kAIC, Type CH Ground Fault**

Item #: 904770 Cat #: CH240GFT UPC: 786676025720

Qty: 5

**$1,052.65**

$210.53 EA

San Leandro #2831

**0 in stock**

0 Company wide

Call for availability

− 5 +

EATON

**Breaker, 20A, 1P, 120/240V, 10 kAIC, Type BR Combo AFCI/GFCI**

Item #: 1276082 Cat #: BRP120DF UPC: 786670009207

Qty: 2

**$162.79**

$81.40 EA

San Leandro #2831

**0 in stock**

8,202 Company wide

− 2 +

**PVC Cement, Clear, 1 Quart**

Item #: 66441 Cat #: CMNT-PVC-QT-MB-CLR-LVOC UPC:

Qty: 1

**$16.90**

$16.90 EA

San Leandro #2831

**2 in stock**

1,894 Company wide

1

**Cahill Contractors LLC**
425 California Street, Suite 2200
San Francisco, California 94104
P: (415) 986-0600

**Project: 0583-01 OUSD FREMONT - BLDG A MODERNIZATION & NEW PARKING LOT**
4610 Foothill Blvd
Oakland, California 94601

# RFI #12-Phase1: Lower Parking Lot Power

| | | | |
|---|---|---|---|
| **Revision** | 0 | **Status** | Open |
| **To** | Craig Durand (HIBSER YAMAUCHI ARCHITECTS, INC.)<br>Neethi Joseph (HIBSER YAMAUCHI ARCHITECTS, INC.) | **From** | Will Nethercutt (CAHILL CONTRACTORS) |
| **Date Initiated** | Jul 25, 2025 | **Due Date** | Aug 1, 2025 |
| **Location** | | | |
| **Cost Impact** | | **Schedule Impact** | |
| **Spec Section** | | | |
| **Drawing Number** | E2.01 | **Reference** | |
| **Linked Drawings** | | | |
| **Copies To** | Diego Baron (CAHILL CONTRACTORS), JaQuan Cornish (OAKLAND UNIFIED SCHOOL DISTRICT), Ken DeCarlo , Neethi Joseph (HIBSER YAMAUCHI ARCHITECTS, INC.), Justin Mapalo , Katie McLelland (CAHILL CONTRACTORS), Chris Mendez (CAHILL CONTRACTORS), Nick Misakian (CAHILL CONTRACTORS), Will Nethercutt (CAHILL CONTRACTORS), Christina Stone | | |
| **Priority** | 3 - Standard | **Sub RFI#** | |
| **Posted to Drawings** | No | | |

## Activity

**Question**

**Question from Will Nethercutt CAHILL CONTRACTORS** *on Friday, Jul 25, 2025 at 02:34 PM PDT*

Ref: E2.01

Sheet note 1 on E2.01 shows that we are to pull power for the parking lot from the existing parking lot meter and panel. Sometime between Cahill walking the job during project award, and now, the panel has been vandalized. As shown in the photos attached on SK-02, the panel is on the ground, the meter is gone, and the conduit feeding the panel has been removed.

1. Please provide direction as to how Cahill is to provide power to the lower parking lot.

**Attachments**
RFI 12 - Phase 1 - Lower Parking Lot Power.pdf

HY Revised Response:

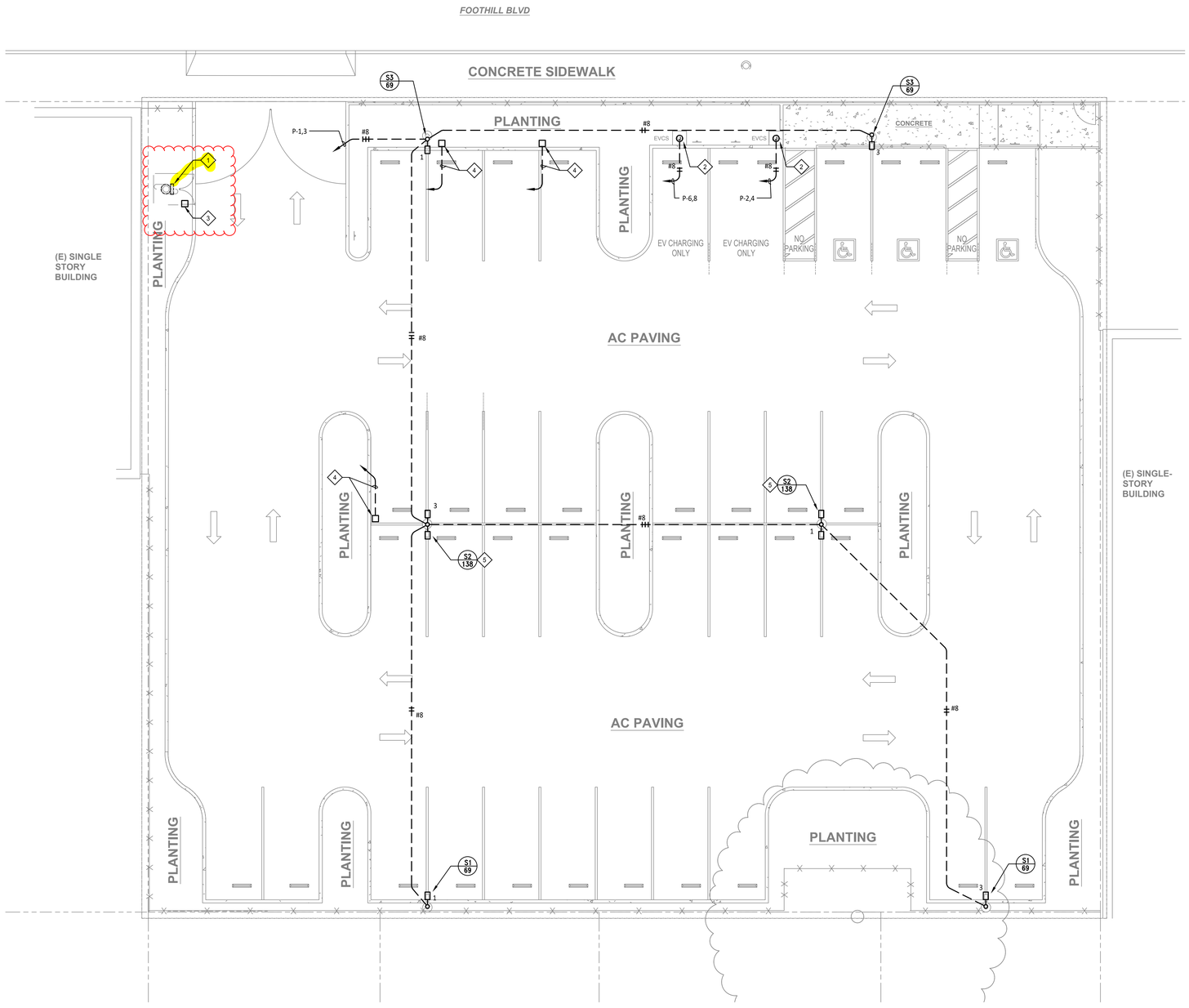
Contractor to provide meter socket, panelboard and associated connections for a pole mount 200 amp, 240V, 1 PH, 3W panel with meter and circuit breakers similar to what was on site. A new aerial connection has been requested but we will need to confirm that it is acceptable to PG&E once we get a response from them.
Contractor to provide panelboard submittal for EEOR and PG&E to review.

Eleni Antonelli
10/15/25

RFI 12 - Phase 1
SK-02
7/25/25

0 5' 25' — 1/8" = 1'-0" | 0 1' 12' — 1/4" = 1'-0" | 0 1' 6' — 1/2" = 1'-0" | 0 4' — 3/4" = 1'-0" | 0 1' 3' — 1" = 1'-0" | 0 2' — 1 1/2" = 1'-0" | 0 1' — 3" = 1'-0"

IF THIS SHEET IS NOT 30"x42" , IT IS A REDUCED PRINT; SCALE ACCORDINGLY




## SHEET NOTES

1. EXISTING PARKING LOT METER AND PANEL.
2. POWER FOR EV CHARGER. SEE E0.01 FOR PANEL SCHEDULE.
3. PROVIDE CHRISTY BOX WITH STEEL BOLT DOWN COVER FOR FUTURE EV CHARGERS.
4. PULLBOX WITH 1 1/4" CONDUIT TO PULLBOX IN NOTE 3 FOR FUTURE EV POWER.
5. PROVIDE AND INSTALL SECURITY CAMERA ON POLE.

ELECTRICAL PLAN - PARKING LOT | 1/8" = 1'-0" | 1

N

IDENTIFICATION STAMP
DIV. OF THE STATE ARCHITECT
APP: 01-121157 INC:
REVIEWED FOR
SS ☐ FLS ☐ ACS ☐
DATE: 5/22/2024

OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

Revisions

| No. | Revisions | By | Date | Appr. |
|---|---|---|---|---|

BID SET


WRM
Electrical Consultants Incorporated
3397 Mt. Diablo Blvd., Suite C
Lafayette, CA 94549
Tel: 925.385.0649
23-004 INC 1



This document is the property of the Owner and is not to be used without his written permission


Architect/Engineer Of Record:

REGISTERED PROFESSIONAL ENGINEER — MARK T. MC No. E 17369 Exp. 9-30-24 — ELECTRICAL — STATE OF CALIFORNIA


HIBSER YAMAUCHI Architects, Inc.
300 – 27th Street
Oakland, CA 94612
510.446.2222 tel | 510.446.2211 fax


HY ARCHITECTS JOB NUMBER 5983

Facility
FREMONT HIGH SCHOOL
4610 & 4529 FOOTHILL BLVD, OAKLAND CA, 94601

Project
MODERNIZATION & NEW PARKING LOT

Sheet Title
ELECTRICAL PLANS
PARKING LOT

Client Project Number: Client Proj. #

Scale: AS NOTED
Drawn By: DAM
Checked By: TLK
Issue Date: 02/12/2024
Revit Version: 2023

Sheet
E2.01


2/12/2024 10:08 AM C:\users\damon\wkm consulting dropbox\cad\2023\23-004 fremont hs-mod\increment 1\inc 1 23004 e2.01

RFI 12 - Phase 1
SK-02
7/25/25







Pacific Gas and Electric Company®

## Project Type

| | |
|---|---|
| New Business Energy Request | Retail Energy |
| Commodity | Electric |
| Application Request | New Service Connections |
| Request Category | Start a Project |
| Customer Type | Agency (City, County, Caltrans) |
| Facility Type | Building / Structure |
| Electric Request Type | Install Permanent Service |
| New Electric Service Type | Overhead |
| Occupancy Type | Schools |

## Project Information

| | |
|---|---|
| Project Number | P000447614 |
| Project Name | Fremont High School Parking Lot |
| Request due to a major natural disaster? | No |
| Zip Code | 94601 |
| City | OAKLAND |
| State | CA |
| Street Address | 4529 Foothill Boulevard |
| Latitude | 37.77372 |
| Longitude | -122.21042 |
| Who will pick the Line Section? | PG&E will pick the Line Section |
| Selected Line Section | GUID: 9CDD24A3-241E-4E45-B097-6FB292C07838, Feeder ID: 012091116, Object ID: 888522 |

### PROJECT DATA

| | |
|---|---|
| Is your Building Permit Approved ? | Yes |
| Building Permit Number / Application Number | 01-121157 |
| Assessor Parcel Number | 35-2401-1-1 |
| Work Description | Provide new pole mount meter and panel to parking lot to replace panel that was vandalized. |
| This project is subject to Buy America requirements implemented by the Service Transportation Assistance Act with federal funding from: | Not Applicable |

### SERVICE DATA

| | |
|---|---|
| Number of Electric Services | 1 |
| Total Number of Electric Meters Needed | 1 |
| Total Square Ft. | 1 |
| Average Square Ft. | 1 |
| Largest Square Ft. | 1 |
| Desired Electric Rate | HETOUC |
| Business Activity (NAICS) | school parking lot |

### GAS DATA

| | |
|---|---|
| Do you have a gas service (natural gas, propane, kerosene, etc.) with another utility or have you applied for new gas service with another utility for this project address? | No |

### OPERATING TIME - ELECTRIC

| | |
|---|---|
| What Months will this facility operate? | January, February, March, April, May, June, July, August, September, October, November, December |

### DESIGN AND INSTALLATION

| | |
|---|---|
| Are you planning to use an Applicant Designer? | No |
| Are you planning to use an Applicant Install contractor? | No |

### SELF GENERATION

| | |
|---|---|
| Are you installing any self-generation equipment as part of your project? | No |

### ZERO NET ENERGY ELIGIBILITY

| | |
|---|---|
| I acknowledge I selected "No" for Self Generation in this zero net energy (ZNE) application | Yes |

## Contact Information

### SUBMITTER

| | |
|---|---|
| I am authorized to submit this application on behalf of the property owner. / I am the property owner. | Yes |
| First Name | Tiffany |
| Last Name | Kane |
| Legal Status | Corporation |
| Company Name | WKM Electrical Consultants, Inc |
| Street Address | 3397 Mt. Diablo Blvd. Suite C |
| Zip Code | 94549 |
| City | LAFAYETTE |
| State | CA |
| Day Phone | 9253104629 |
| Mobile Phone | 9253242650 |
| Email | tiffany@wkm-electrical.com |

### PRIMARY

| | |
|---|---|
| Primary Contact | Same As Submitter |
| First Name | Tiffany |
| Last Name | Kane |
| Company Name | WKM Electrical Consultants, Inc |
| Street Address | 3397 Mt. Diablo Blvd. Suite C |
| Zip Code | 94549 |
| City | LAFAYETTE |
| State | CA |
| Day Phone | 9253104629 |
| Mobile Phone | 9253242650 |
| Email | tiffany@wkm-electrical.com |
| Link Contact to Application | No |

### CONTRACTOR

| | |
|---|---|
| Contractor | None |

### LEGAL

| | |
|---|---|
| Financially Responsible | Other<br>Preston |

| | |
|---|---|
| First Name | |
| Last Name | Thomas |
| Legal Name to Appear on Contract | Preston Thomas |
| Legal Status | Government Agency |
| Company Name | Oakland Unified School District |
| Street Address | 955 High Street |
| Zip Code | 94601 |
| City | OAKLAND |
| State | CA |
| Day Phone | 5108792700 |
| Mobile Phone | 5105792022 |
| Receive Contract and invoices electronically? | Yes |
| Email | Preston.Thomas@ousd.org |
| Link Contact to Application | No |

### ENERGY BILLING

| | |
|---|---|
| Financially Responsible | Other |
| First Name | Lily |
| Last Name | Giang |
| Name to appear on the bill | Lily Giang |
| Legal Status | Government Agency |
| Company Name | Oakland Unified School District |
| Street Address | 1011 Union Street |
| Zip Code | 94607 |
| City | OAKLAND |
| State | CA |
| Day Phone | 5108798608 |
| Mobile Phone | 5108798608 |
| Email | Lily.Giang@ousd.org |
| Link Contact to Application | No |

## Construction Information

### GENERAL

| | |
|---|---|
| Will any existing gas or electric PG&E facilities require relocation/removal? | Yes |
| Date Needed | 2025-10-31 |
| Do existing PG&E electric overhead facilities require undergrounding? | No |

### TEMPORARY SERVICES

| | |
|---|---|
| Is temporary electric service needed? | No |

## Electric Information

### PROPOSED SERVICE

| | |
|---|---|
| Voltage Level | Secondary |
| Phase | 1-Phase |
| Wires | 3-Wire |
| Voltage | 120/240 Volt |
| Main Panel Rating (Amps) | 200 Amp |

### ELECTRIC VEHICLE

| | |
|---|---|
| Are you planning to install an EV | |

| | |
|---|---|
| Charging Station? | Yes |
| Total Number of Charge Ports | 5 |
| Maximum Capacity of each Port (kW) | 7 |
| Total Maximum Load (kW) | 7 |
| Solar/Energy Storage (E.G., Battery) installed as part of the Electric Vehicle System? | No |
| Max Peak Load connected to PG&E (kW) | 38 |

### STREETLIGHTS

| | |
|---|---|
| Are you installing or removing streetlights? | No |
| Common Usage Area (select all that apply) | Sprinklers,Area Lighting |

## Document Upload

### CIVIL PLANS

| | |
|---|---|
| Civil Plans | 2025-09-29 08:49:10 |

### DETAILED SITE PLAN

| | |
|---|---|
| Detailed Site Plan | 2025-09-29 08:49:11 |

### SINGLE LINE DRAWING

| | |
|---|---|
| Single Line Drawing | 2025-09-29 08:49:11 |

### TITLE 24 UTILITY REPORT

| | |
|---|---|
| Title 24 Utility Report | 2025-09-29 08:49:11 |

## Project Delivery

### DESIRED PROJECT COMPLETION

| | |
|---|---|
| Application Verification Phase | 2025-11-24 |
| Requested Design Completion Date | 2026-01-07 |
| Permitting and Other Agency Approvals | 2026-02-06 |
| Customer Planned Construction Complete Date | 2025-10-31 |
| Construction Start Date | 2025-10-01 |
| Electric Trenching Completion Date | 2025-10-31 |
| PG&E Construction Timeline | 2026-03-08 |
| Desired Project Completion | 2026-03-09 |

### ESTIMATED ENGINEERING ADVANCE

| | |
|---|---|
| Upon review of your application, you may be subject to pay an Engineering Advance. The EA is This amount will be determined by your PG&E representative. The EA will be applied toward any applicable costs of your project and any unused amounts will be refunded. | |
| If an Engineering Advance is required to process my request for service, I agree to remit payment to PG&E within 30 days of the Engineering Advance invoice date and acknowledge that my application may be cancelled if payment is not received in this timeframe. See above for additional | Yes |

details.

## TERMS AND CONDITIONS

| | |
|---|---|
| I understand and agree with the agreement provisions and my responsibilities. | Yes |

## GAS ACKNOWLEDGEMENT

| | |
|---|---|
| I acknowledge that Effective July 1, 2023, all gas service requests will no longer receive subsidies (allowances, refundable contract option, discount contract option) on distribution and service extension contracts. Contracts are developed based on estimated costs. Once all project elements are complete, PG&E is required to compare actual cost of the project to the estimated contract cost and provide applicants with a refund or an invoice for the difference between the two values (Actual Costs - Estimated Costs). This is a result of the California Public Utilities Commission (CPUC) Decision 22-09-026 issued on September 15, 2022 as part of Rulemaking 19-01-011, Order Instituting Rulemaking Regarding Building Decarbonization. | |

# Meter Main Loadcenter - With Safety Socket Bypass

## 200 Amp



U224 MTBL (closed)



U224 MTBL (open)

### Application

- Combination meter/main/loadcenter with safety socket (test block) bypass
- Factory installed breakers / fusible pullout ("T" fuses included)
- Receive ANSI C12.10 watthour meters
- Surface mount

### Construction

- Ring type
- NEMA Type 3R
- ANSI 61 gray E-coat finish
- Aluminum snap ring included

### Standards

- UL 67 Listed
- ANSI C12.7
- EUSERC 305A



| Part/UPC Number | Catalog Number | Amp Rating | Jaws | Service Type | Access | Main Breaker | | | Loadcenter | Bypass |
|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | Voltage | AIC | Main | | |
| 78205170138 | **U224 MTBL** | 200 | 4 | 1Ø/3W | OH/UG | 120/240 | 10K | (1) 200A, 2P | 20/40 | TB |
| 78205170140 | **U224 MTBPL** | 200 | 4 | 1Ø/3W | OH/UG | 120/240 | 100K | (1) 200A, 2P | 20/40 | TB |
| 78205170142 | **U225 MTBL** | 200 | 5 | 3Ø/3W | OH/UG | 240* | 10K | (1) 200A, 3P | 24/42 | TB |
| 78205170144 | **U225 MTBPL** | 200 | 5 | 3Ø/3W | OH/UG | 240* | 100K | (1) 200A, 3P | 24/42 | TB |
| 78205170146 | **U227 MTBL** | 200 | 7 | 3Ø/4W | OH/UG | 120/240 & 120/208 | 10K | (1) 200A, 3P | 24/42 | TB |
| 78205170148 | **U227 MTBPL** | 200 | 7 | 3Ø/4W | OH/UG | 120/240 & 120/208 | 100K | (1) 200A, 3P | 24/42 | TB |

* For a 208/120V, 1Ø/3W system, order a 4-jaw unit and a 5th jaw kit

| Part/UPC Number | Catalog Number | Connections | | | Overall Dimensions | | | Top Provision | Knockout Layout |
|---|---|---|---|---|---|---|---|---|---|
| | | Line | Load | Neutral | Height | Width | Depth | | |
| 78205170138 | **U224 MTBL** | #6 - 250 MCM | MCB | #6 - 250 MCM | 30" | 22" | 6" | AW Hub | Fig. 1 |
| 78205170140 | **U224 MTBPL** | #6 - 250 MCM | Main Fuse | #6 - 250 MCM | 30" | 22" | 6" | AW Hub | Fig. 1 |
| 78205170142 | **U225 MTBL** | #6 - 250 MCM | MCB | #6 - 250 MCM | 30" | 22" | 6" | AW Hub | Fig. 1 |
| 78205170144 | **U225 MTBPL** | #6 - 250 MCM | Main Fuse | #6 - 250 MCM | 30" | 22" | 6" | AW Hub | Fig. 1 |
| 78205170146 | **U227 MTBL** | #6 - 250 MCM | MCB | #6 - 250 MCM | 30" | 22" | 6" | AW Hub | Fig. 1 |
| 78205170148 | **U227 MTBPL** | #6 - 250 MCM | Main Fuse | #6 - 250 MCM | 30" | 22" | 6" | AW Hub | Fig. 1 |

MCB - Main Circuit Breaker

## 200 Amp

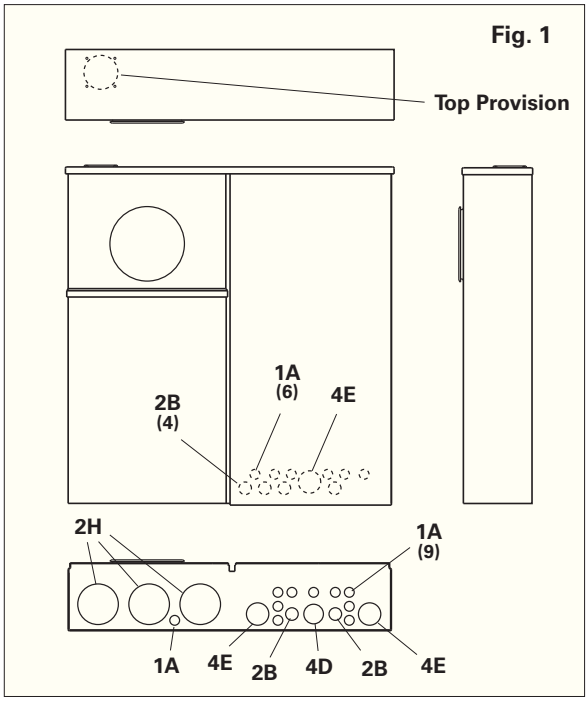
| Style # | Suffixes |
|---|---|
| (U) 224 MTBL | **P** - Pullout Fuse |
| (U) 224 MTBPL | **MS43** - No Breaker Included |
| (U) 225 MTBL | **SS** - Stainless Steel |
| (U) 225 MTBPL | |
| (U) 227 MTBL | |
| (U) 227 MTBPL | |

**Knockouts - Conduit Sizes**

1A = ½"
2B = ¾" - ½"
4D = 1¼" - 1" - ¾" - ½"
4E = 1½" - 1¼" - 1" - ¾"
2H = 3" - 2½"
Top Provision = See Chart

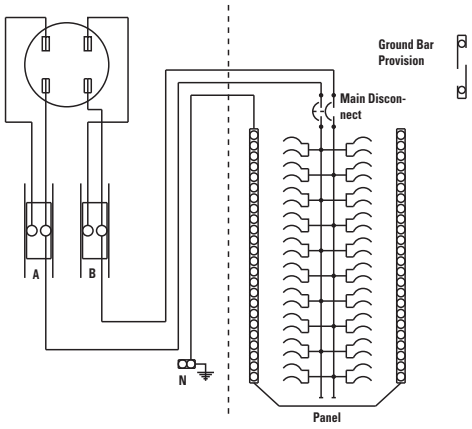
### Knockout Layouts

Fig. 1

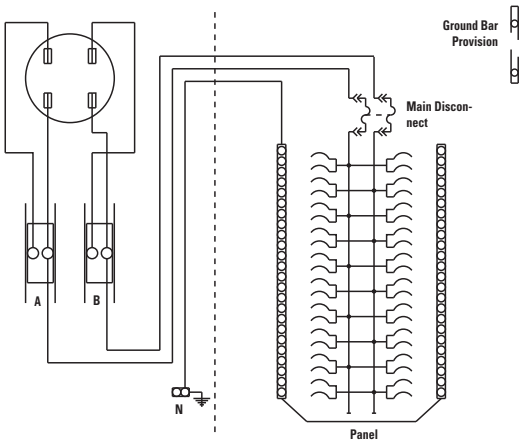


# Test Block Bypass - Wiring Diagrams

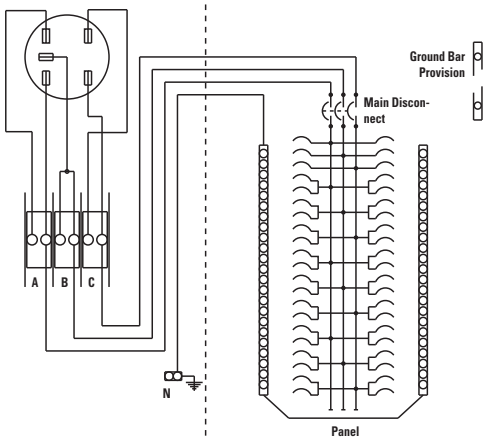




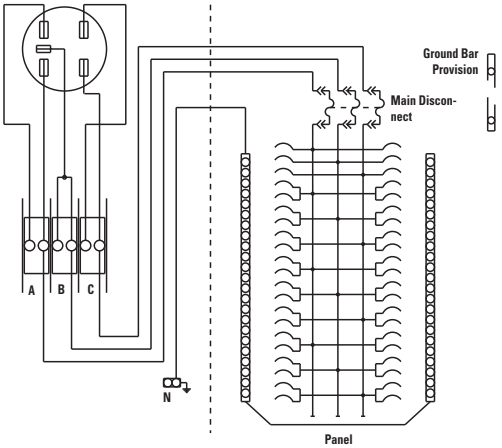

| Catalog # |
|---|
| U224MTBL |



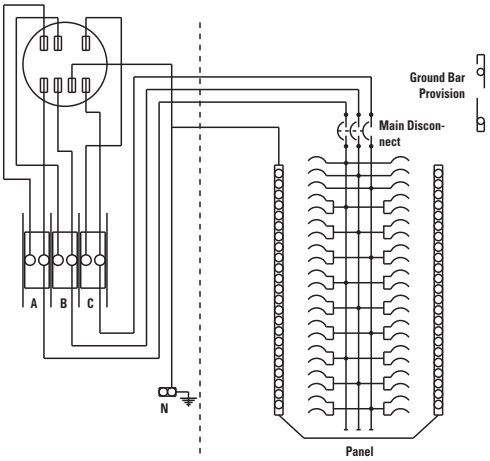

| Catalog # |
|---|
| U224MTBPL |



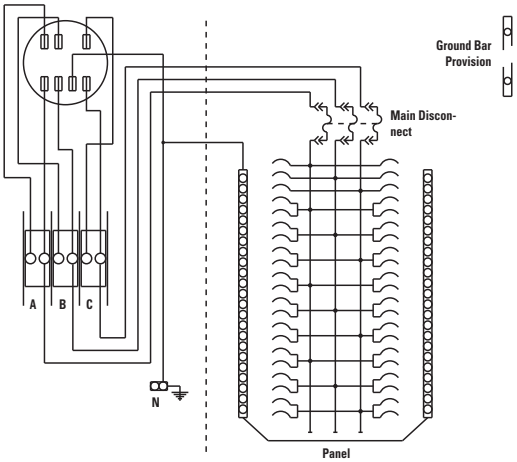

| Catalog # |
|---|
| U225MTBL |




| Catalog # |
|---|
| U225MTBPL |




| Catalog # |
|---|
| U227MTBL |




| Catalog # |
|---|
| U227MTBPL |

OUSD

**Christina Stone (Consultant) <christina.stone@ousd.org>**

# [EXTERNAL] OUSD Fremont High: PCO 018 CE 049 - PH1 RFI 012 Replace Damaged Main Power Panel, etc. at Pole at Parking Lot

**Eleni Antonelli** <eantonelli@hy-arch.com> Wed, Oct 29, 2025 at 1:52 PM
To: Megan McDevitt <mMcdevitt@cahill-sf.com>
Cc: Nick Misakian <nmisakian@cahill-sf.com>, Will Nethercutt <wNethercutt@cahill-sf.com>, Jaquan Cornish <jaquan.cornish@ousd.org>, "Christina Stone (Consultant)" <christina.stone@ousd.org>, KDI Office <office@kdigrp.com>, Diego Baron <dbaron@cahill-sf.com>, "ken@kdigrp.com" <ken@kdigrp.com>

Hi Megan,

Here's WKM's input on this PCO scope.

1. They show 12 20A/1P breakers. We need the breakers to match our panel schedule. There are (5) 40/2 breakers for the EV.

**EXISTING WP PANEL P** — **PARKING LOT**

| DESCRIPTION | LOAD (KVA) LTG. | REC. | RES. | MOT. | CB | CKT | SN | CKT | CB | LOAD (KVA) LTG. | REC. | RES. | MOT. | DESCRIPTION |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| LIGHT POLES | 0.28 | | | | 20/1 | 1 | * | 2 | 40/2 | | | 7.20 | | EV CHARGER |
| LIGHT POLES | 0.28 | | | | 20/1 | 3 | | 4 | | | | | | |
| SPACE | | | | | | 5 | * | 6 | 40/2 | | | 7.20 | | EV CHARGER |
| SPACE | | | | | | 7 | | 8 | | | | | | |
| SPACE | | | | | | 9 | * | 10 | 40/2 | | | 7.20 | | FUTURE EV CHARGER |
| SPACE | | | | | | 11 | | 12 | | | | | | |
| SPACE | | | | | | 13 | * | 14 | 40/2 | | | 7.20 | | FUTURE EV CHARGER |
| SPACE | | | | | | 15 | | 16 | | | | | | |
| SPACE | | | | | | 17 | * | 18 | 40/2 | | | 7.20 | | FUTURE EV CHARGER |
| SPACE | | | | | | 19 | | 20 | | | | | | |
| TOTAL | 0.56 | | | | | | | | | | | 36.00 | | |

VOLTS: 120/240V,1ø,3W MTG: SURFACE
BUS: 200 A TYPE: B-LINE CONNECTED KVA: 36.56
MAIN: 200 A MB KAIC: (E) CONNECTED AMPS: 152.33

Thank you,

Eleni Antonelli

Architect, PMP, LEED AP

HIBSER YAMAUCHI Architects, Inc.

Oakland 510.446.2222 x 240

# CHANGE ORDER REQUEST (Proposed Change Order)

## No. 10

**PROJECT:** Fremont Modernization Project
Fremont High School

**OWNER:** OAKLAND UNIFIED SCHOOL DISTRICT
**CONTRACTOR: CAHILL CONTRACTORS, LLC**
**1111 Broadway, Suite 1340**
**Oakland, CA 94607**

**DATE**: APRIL 16, 2026

**DSA FILE NO**.: 1-H8
**DSA APP NO.: 01-121860**
**OUSD PROJECT #: 22156**
**PROJECT MANAGER: JaQuan Cornish**

Contractor hereby submits this Change Order Request ("COR") pursuant to the contract documents.

DESCRIPTION OF PROPOSED CHANGES IN WORK (specifically refer to attached pages or incorporated documents): **PCO 10 (Cahill PCO 51) Phase II: RFI 46 Power to Irrigation Controller.** Per RFI 46, power connection for irrigation controller was not detailed. Added cost to provide and install a breaker at the main switchboard for the irrigation controller.
OTHER PROPOSED CHANGES TO THE CONTRACT:
_____
_____

PROPOSED ADJUSTMENT TO CONTRACT PRICE: $4,337.58
- If Contractor requests payment from an allowance, please indicate which allowance: _____

PROPOSED ADJUSTMENT TO CONTRACT TIME: 0 calendar days

REASON FOR REQUEST (check one or more):
____ Unforeseen Conditions
____ Direction by Government Agency
____ Owner Requested
_X__ Design Omission
____ Design Error
____ Other: _____

* * * * * * * * * * *

**CERTIFICATION**

I, Megan McDevitt *[name of declarant]*, declare the following:

**Cahill Contractors, LLC** has contracted with **Oakland Unified School District** for the **22156 Fremont Modernization** Contract ("Contract"). **Cahill Contractors, LLC** authorized me to prepare the attached Change Order Request ("COR") or Allowance Expenditure Request ("AER") for money and/or time extension for **Oakland**

**Unified School District** regarding this Contract (such COR or AER being dated **April 16, 2026**, and entitled **PCO 10 (Cahill PCO 51) Phase II: RFI 46 Power to Irrigation Controller**, and requesting $**4,337.58** and/or **0** additional days), and I prepared the attached COR or AER. I am the most knowledgeable person at **Cahill Contractors, LLC** regarding this COR or AER.

The attached COR or AER complies with all laws applicable to submission of a COR or AER, including but not limited to California Penal Code section 72, Government Code sections 12650 et seq. (False Claims Act), and Business and Professions Code sections 17200 et seq. (Unfair Business Practices Act). I am aware that submission or certification of false claims, or other claims that violate law or the Contract, may lead to fines, imprisonment, and/or other serious legal consequences for myself or **Cahill Contractors, LLC**.

The attached COR or AER does not breach the Contract, is not a false claim, does not violate any applicable law, satisfies all provisions of the Contract applicable to submission of the COR or AER, only contains truthful and accurate supporting data, and only requests money and/or time extensions that accurately reflect the adjustments to money and time for which I believe that **Oakland Unified School District** is responsible under its Contract with **Cahill Contractors, LLC.**

While preparing this declaration and COR or AER, I consulted with others (including attorneys, consultants, or others who work for **Cahill Contractors, LLC** when necessary to ensure that the statements were true and correct.

Contractor understands and agrees that any COR or AER submitted without this certification does not meet the terms of the Contract Documents; that Owner, or Owner's representatives, may reject the COR or AER on that basis; and that unless Contractor properly and timely files the COR or AER with the certification, Contractor cannot further pursue the COR or AER in any forum and all rights to additional money or time for the issues covered by the COR or AER are waived due to a condition precedent not having been satisfied.

I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed April 17, 2026, at Oakland, California.



_____ *[signature]*
Megan McDevitt *[name of declarant]*

319-661/7106498.1

# FREMONT MODERNIZATION

Oakland Unified School District
Job # 22156

## PCO LOG

4/16/2026 1:40 PM

| PCO # | GC PCO # | Description | Cont'r /Sub | Date Received | Proposed Amount | Approved Amount | Date Finalized | Reason Code | Status |
|---|---|---|---|---|---|---|---|---|---|
| 1 | 7 | Phase II: DSA Approved Plan Set Part 2 - Piers & GCs | Cahill / Azul | 09/09/25 | $629,992.00 | $557,442.47 | 11/12/2025 | Agency | Approved |
| 2 | 10 | Phase I: Soil Compaction Issues at Parking Lot | D-Line | 09/25/25 | $182,658.88 | $153,249.53 | 3/24/2026 | Unforeseen | for Approval |
| 3 | 30 | Phase I: Sidewalk Soil Compaction Issues | D-Line | 01/06/26 | $25,614.12 | $24,427.69 | 3/26/2026 | Unforeseen | for Approval |
| 4 | 31 | Phase II: Added Grout Behind Lagging | Azul | 01/14/26 | $19,442.78 | $19,442.78 | 3/26/2026 | Agency | for Approval |
| 5 | 38 | Phase I: Permits for Sidewalk Work | City of Oakland | 02/10/26 | $8,486.59 | $7,876.18 | 4/14/2026 | Agency | for Approval |
| 6 | 40 | Phase I: RFI 94 Add Section of Curb Under Fence | BCI | 02/10/26 | $7,352.34 | $7,352.24 | 4/14/2026 | Owner | for Approval |
| 7 | 41 | Phase II: RFI 96 Embed Conflict with Footing Rebar | BCI | 02/10/26 | $6,076.08 | $6,076.08 | 4/14/2026 | Error | for Approval |
| 8 | 42 | Phase II: RFI 91 Over-Ex & Added Slurry at Footings due to Wet Soil Conditions | BCI / D-Line | 02/10/26 | $5,495.86 | $5,495.86 | 4/14/2026 | Unforeseen | for Approval |
| 9 | 18 | Phase I: RFI 12 Replace Damaged Main Power Panel | Tulum | 10/27/25 | $18,170.84 | $19,748.05 | | Unforeseen | for Approval |
| 10 | 51 | Phase II: RFI 46 Power to Irrigation Controller | Tulum | 03/02/26 | $4,337.58 | $4,337.58 | | Omissions | for Approval |
| | 37 | Phase II: RFI 59-59.2 Conflicts with Bioretention Wall Elevations at Driveway | BCI / D-Line | 01/27/26 | $14,515.25 | | | Omissions | in review |
| | 55 | Phase II: CCD-011A Fire Alarm Changes, Modular Pathway to FACP | Cahill / Tulum | 03/11/26 | $118,415.63 | | | Agency | in review |
| | 57 | Phase II: RFI 40 & CCD-008B Exterior Lighting Changes | Cahill / Tulum | 03/16/26 | $18,271.85 | | | Owner | in review |
| | 58 | Phase II: Dry-Rot Repairs at Auditorium Bldg Entrance | Cahill / Various | 03/23/26 | $304,171.68 | | | Unforeseen | in review |
| | 63 | Phase II: RFI 99 Sewer & Water for the Water Fountain | D-Line / NVH / Lombardo | 04/08/26 | $10,763.30 | | | | in review |
| | | | | | | | | | |
| | | | | | | | | | |

| | |
|---|---|
| Preconstruction Contract Price: | $200,000.00 |
| Total Contract Price: | $10,922,885.00 |
| Total Proposed: | $1,373,764.78 |
| Total Approved: | $805,448.46 |
| Total Contract with Approved Changes: | $11,728,333.46 |
| CO Percentage of Base Contract: | 7.37% |

Notes: *Sent to Consultants: C=Civil/ S=Struct./M=Mech./E=Elec./ L=Lands./D=District/SC=SchooF=Fire/R=Roofing **Email is standard. F = Faxed ***Remarks: UC - Unforeseen Condition / DRC - District Requested Change / AC - Agency Change

PCO # 051

03/02/2026

OAKLAND UNIFIED SCHOOL DISTRICT
955 HIGH STREET
OAKLAND, California, 94601

**Re:** PCO #051 Revision 0 - CE #051 - PH2 RFI 046 Power to Irrigation Controller
**Job:** 0583-01 **/** OUSD FREMONT - BLDG A MODERNIZATION & NEW PARKING LOT

Enclosed please find **Potential Change Order #051** in the amount of $4,337.58 for:

CE #051 - PH2 RFI 046 Power to Irrigation Controller
This PCO includes costs to add power to the Phase 2 irrigation controller per RFI 046. Tulum has opted to provide and install a breaker at the main switchboard.

| PCO Item | Description | Cost |
|---|---|---|
| 1 | Tulum CO 011 - PH2 RFI 046 Add Power to the Irrigation Controller, includes trenching and backfill | $4,007.00 |
| | Subtotal | $4,007.00 |
| | Insurance (1.35%): | $54.09 |
| | Builders Risk (1.40%): | $56.10 |
| | SDI (0.50%): | $20.04 |
| | Bond (0.62%): | $24.84 |
| | Oakland GRT (0.38%): | $15.23 |
| | Fee (4.00%): | $160.28 |
| | Total: | $4,337.58 |

This pricing is valid for 30 days. This PCO includes a schedule extension of 0 days. We reserve the right to a contract time extension should the work contained in this PCO impact the overall project schedule.

Please sign below to approve and return to our office. Upon your signature, we will execute the appropriate subcontract adjustments and include this in a forthcoming Prime Contract Change Order to cover this added scope. If at any time contingency funds are used to pay for additional work, Cahill reserves the right to request a change order at a later date if it becomes apparent that contingency funds are needed elsewhere. Please call if you have any questions.

**Very truly yours,**
Cahill Contractors LLC



Megan McDevitt 03/02/2026

**Accepted by:**
OAKLAND UNIFIED SCHOOL DISTRICT

Date

# INTELLIBID COST BREAKDOWN

**SHEET S1 OF S3**

**CONTRACTOR:** **TULUM SYSTEMS**

**PROJECT NAME:** Fremont HS Phase 1 & 2 - BLDG A MODERNIZATION & NEW PARKING LOT

**PROJECT NUMBER** #0583-01

**CHANGE ORDER NUMBER:** TULUM-FHS-011 **DATE:** 10/20/2025
2/26/2026 AMENDED

**CHANGE ORDER DESCRIPTION:** Cahill RFI 46 - Power to Irrigation controller, Phase 2

| SUMMARY OF TOTAL COSTS | | | |
|---|---|---|---|
| 1. TOTAL DIRECT LABOR COSTS | $ 3,127.34 | | |
| 2. Ten percent (10%) of Line 1 | $ 312.73 | | |
| 3. Sum of Lines 1 & 2 | | $ 3,440.07 | |
| 4. TOTAL BURDEN LABOR COSTS | | $ - | |
| | | | |
| 5. TOTAL MATERIAL COSTS | $ 515.36 | | |
| 6. Ten percent (10%) of Line 5 | $ 51.54 | | |
| 7. Sum of Lines 5 & 6 | | $ 566.90 | |
| 8. Tax | | | |
| 9. TOTAL EQUIPMENT RENTAL COSTS | $ - | | |
| 10. Ten percent (10%) of Line 9 | $ - | | |
| 11. Sum of Lines 9 & 10 | | $ - | |
| 12. TOTAL OF LOWER TIER SUBCONTRACTED COST | $ - | | |
| $ - | | | |
| $ - | | | |
| 13. Five precent (5%) of line 12 | $ - | | |
| 14. Sum of Lines 12 & 13 | | $ - | |
| SUBTOTAL OF DIRECT COSTS & MARK-UP | | | $ 4,006.97 |
| COST OF BONDS | | | |
| | | | $ - |
| TOTAL CHANGE ORDER | | | **$ 4,006.97** |

NOTE:
1. TULUM reserves the right to amend the CO due to material or equipment cost escalation, or personnel wage increases.

**CONTRACTOR:** **TULUM SYSTEMS**

**PROJECT NAME:** Fremont HS Phase 1 & 2 - BLDG A MODERNIZATION & NEW PARKING LOT

**PROJECT NUMBER** #0583-01

**CHANGE ORDER NUMBER:** TULUM-FHS-011 **DATE:** 10/20/2025
2/26/2026 AMENDED

**CHANGE ORDER DESCRIPTION:** Cahill RFI 46 - Power to Irrigation controller, Phase 2

| LABOR | | | | |
|---|---|---|---|---|
| **NAME** | | **HOURS** | **RATE** | **TOTAL** |
| DIRECT COSTS | Electrical - Journeyman | 20.7 | $ 150.76 | $ 3,127.34 |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| TOTAL LABOR COSTS (Transfers to Line 1 of Sheet S1) | | | | **$ 3,127.34** |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | $ - |
| TOTAL BURDEN LABOR COSTS (Transfers to Line 4 of Sheet S1) | | | | **$ 3,127.34** |

| MATERIALS | | | | |
|---|---|---|---|---|
| **DESCRIPTION** | | | | **COST** |
| | | | | |
| MATERIAL - REXEL | | 1 | $ 465.34 | $ 465.34 |
| | | | | |
| | | | | |
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| | | | | |
| MATERIAL COSTS (Without Sales Tax) | | | | $ 465.34 |
| FREIGHT, SHIPPING, HANDLING | | | | $ - |
| SUBTOTAL MATERIAL COSTS (Without Sales Tax) - Line 5 of Sheet 1 | | | | $ 465.34 |
| SALES TAX ON MATERIAL AT 10.75% - Line 8 of Sheet 1 | | | | $ 50.02 |
| TOTAL MATERIAL COSTS | | | | **$ 515.36** |

| EQUIPMENT | | | | |
|---|---|---|---|---|
| **SIZE AND TYPE** | **I.D. #** | **HOURS** | **RATE** | **TOTAL** |
| | | 0 | $ - | $ - |
| | | | | $ - |
| | | | | $ - |
| | | | | $ - |
| | | | | $ - |
| | | | | $ - |
| | | | | $ - |
| | | | | $ - |
| | | | Sub-total | $ - |
| | | | Tax | $ - |
| TOTAL EQUIPMENT RENTAL COSTS (Transfers to Line 7 of Sheet S1) | | | | **$ -** |

# INTELLIBID COST BREAKDOWN

**SHEET S3 OF S3**

**CONTRACTOR:** **TULUM SYSTEMS**

**PROJECT NAME:** Fremont HS Phase 1 & 2 - BLDG A MODERNIZATIOI

**PROJECT NUMBER** #0583-01

**CHANGE ORDER NUMBER:** TULUM-FHS-011 **DATE:** 10/20/2025
2/26/2026 AMENDED

**CHANGE ORDER DESCRIPTION:** Cahill RFI 46 - Power to Irrigation controller, Phase 2

| NECA 1 - MATERIAL LABOR RATES | | | | |
|---|---|---|---|---|
| **DESCRIPTION** | **QUANTITY** | **UNIT** | **L/UNIT** | **TOTAL** |
| | | | | |
| CONDUIT, 1 ", PVC, SCHEDULE 80 | 50 | C | 8.30 | 4.15 |
| | | | | |
| CONDUIT, 1 ", PVC, FEMALE ADAPTER | 1 | E | 0.38 | 0.38 |
| COUPLING, 1 ", PVC | 5 | E | 0.28 | 1.40 |
| SPACER, 1 ", PVC | 6 | C | 16.00 | 0.96 |
| | | | | |
| CONDUIT, 1", RIGID | 10 | C | 9.00 | 0.90 |
| COUPLING, 1", RIGID | 1 | E | 2.50 | 2.50 |
| CONNECTOR, 1", RIGID | 1 | E | 0.37 | 0.37 |
| NIPPLE, 1", RIGID, 12" | 1 | E | 0.42 | 0.42 |
| BONDING BUSHING, 1" | 1 | E | 0.62 | 0.62 |
| CONDUIT, 1", RIGID, 90 DEG ELBOW | 1 | E | 1.00 | 1.00 |
| | | | | |
| | | | | |
| 10 MIL TAPE | 1 | E | 0.63 | 0.01 |
| CLEAR PVC GLUE | 1 | | 0.0 | 0.00 |
| PULL LINE | 100 | M | 7.00 | 0.70 |
| | | | | |
| WEATHERPROOF COVER, IN-USE, 2G | 1 | C | 31.25 | 0.31 |
| WEATHERPROOF BOX, 2G | 1 | E | 1.35 | 1.35 |
| RECEPTACLE, DUPLEX, GFCI, 20A | 2 | C | 43.75 | 0.88 |
| | | | | |
| WIRE, #10, THHN, BLK | 200 | M | 8.00 | 1.60 |
| | | | | |
| | | | | |
| #8 x ¾" SELF TAP SCREWS | 10 | C | 8.00 | 0.80 |
| | | | | |
| | | | | |
| TESTING | 2 | E | 1.00 | 2.00 |
| LABELING | 2 | E | 0.20 | 0.40 |
| | | | | |
| | | | | |
| | | | |

TULUM INNOVATIVE ENGINEER...
847907

← Cart

*Cart #: 578967*

## Order Summary

| | |
|---|---|
| Items: | 16 |
| Subtotal: | $465.34 |

Final price, taxes, and other fees calculated on the checkout page

**1" PVC Conduit, 10' Length, Schedule 40, Gray, Bell End**

Item #: 43232 Cat #: 100 UPC: 980060060032

Qty: 50

**$22.90**

$0.46 FT

San Leandro #2831

**1,070 in stock**

1,480,160 Company wide

− 50 +

MULTIPLE

**Swedge Coupling, 1", Schedule 40, PVC**

Item #: 518501 Cat #: 100SWEDGECPL UPC:

Qty: 5

**$28.93**

$5.79 EA

San Leandro #2831

**0 in stock**

1,483 Company wide

5

**Base Conduit Spacer, 2 x 3"**

Item #: 245103 Cat #: 200X300BSSPR UPC:

Qty: 6 **$8.32**

$1.39 EA

San Leandro #2831

**0 in stock**

2,536 Company wide

6

IPEX

**Conduit 1 IN PVC Female Adapter Schedule 40**

Item #: 960490 Cat #: 077043 UPC: 622454770430

Qty: 1 **$0.74**

$0.74 EA

San Leandro #2831

**0 in stock**

555 Company wide

1

MULTIPLE

**1" Rigid Steel Conduit, 10' Length**

Item #: 50183 Cat #: 100 UPC: 980010001030

Qty: 10 **$45.85**

$4.59 FT

San Leandro #2831

**240 in stock**

184,200 Company wide

10

HUBBELL - ELECTRICAL

**Grounding Bushing, 1", Threaded, Insulated, Malleable Iron**

Item #: 51146 Cat #: 1214 UPC: 050169012147

Qty: 1

**$5.86**

$5.86 EA

San Leandro #2831

**24 in stock**

8,306 Company wide

1

HUBBELL-RACO

**Compression Connector, Insulated, 3/4", Steel/Malleable**

Item #: 706794 Cat #: 3803RAC UPC: 050169538036

Qty: 1

**$14.53**

$14.53 EA

San Leandro #2831

**0 in stock**

25 Company wide

1

HUBBELL-RACO

**Rigid Compression Coupling, 1", Malleable**

Item #: 46796 Cat #: 1824 UPC: 050169018248

Qty: 1

**$22.27**

$22.27 EA

San Leandro #2831

**0 in stock**

993 Company wide

1

MULTIPLE

**Threaded Conduit Nipple, 1" x 12", Steel**

Item #: 35711 Cat #: GRC100X1200 UPC: 980020004717

Qty: 1 **$22.18**

$22.18 EA

San Leandro #2831

**0 in stock**

1,997 Company wide

1

HUBBELL-RACO

**Weatherproof Box, 2 Gang, (5) 1" Outlets, 2-5/8" Deep, Aluminum Die Cast**

Item #: 51489 Cat #: 5389-0 UPC: 050169538906

Qty: 1 **$30.98**

$30.98 EA

San Leandro #2831

**0 in stock**

2,389 Company wide

1

3M

**Corrosion Protection Tape, 10 mil, Unprinted, 2" x 100'**

Item #: 207949 Cat #: 50-UNPRINTED-2X100FT-BOX UPC: 054007111566

Qty: 1 **$45.45**

$45.45 EA

San Leandro #2831

**0 in stock**

58 Company wide

1

RECTORSEAL

**PVC Cement, Medium Body, Fast-Set, Clear, 1 Quart**

Item #: 300686 Cat #: 55985 UPC: 021449559850

Qty: 1 **$27.91**

$27.91 EA

San Leandro #2831

**0 in stock**

1,270 Company wide

1

HUBBELL-TAYMAC

**Weatherproof-In-Use Cover, 2-Gang, Universal, Vertical, Polycorbonate, Clear**

Item #: 687148 Cat #: MM2420C UPC: 050169917305

Qty: 1 **$37.18**

$37.18 EA

San Leandro #2831

**0 in stock**

1,754 Company wide

1

MULTIPLE

**1" Rigid Steel 90° Elbow**

Item #: 39676 Cat #: GRC10090 UPC: 980020001631

Qty: 1 **$17.50**

$17.50 EA

San Leandro #2831

**5 in stock**

5,185 Company wide

1

PASS & SEYMOUR

**GFCI Receptacle, Weather/Tamper Resistant, 20A, 125V, White, BULK**

Item #: 899866 Cat #: 2097TRWRI100 UPC: 785007048360

Qty: 2

**$72.73**

$36.37 EA

San Leandro #2831

**0 in stock**

1,857 Company wide

2

MULTIPLE

**10 AWG THHN/THWN-2 Stranded Copper, Black**

Item #: 1281905 Cat #: THHN10STRBLK-CUT UPC:

Qty: 200

**$62.01**

$0.31 FT

San Leandro #2831

**0 in stock**

9,153 Company wide

200

**Cahill Contractors LLC**
425 California Street, Suite 2200
San Francisco, California 94104
P: (415) 986-0600

**Project: 0583-01 OUSD FREMONT - BLDG A MODERNIZATION & NEW PARKING LOT**
4610 Foothill Blvd / 4529 Foothill Blvd
Oakland, California 94601

# RFI #46-Phase2: Bioretention Irrigation Controller Circuit Information

| | | | |
|---|---|---|---|
| **Revision** | 0 | **Status** | Closed on 12/10/25 |
| **To** | Craig Durand (HIBSER YAMAUCHI ARCHITECTS, INC.)<br>Eleni Antonelli (HIBSER YAMAUCHI ARCHITECTS, INC.)<br>Neethi Joseph (HIBSER YAMAUCHI ARCHITECTS, INC.) | **From** | Will Nethercutt (CAHILL CONTRACTORS) |
| **Date Initiated** | Oct 10, 2025 | **Due Date** | Oct 17, 2025 |
| **Location** | | | |
| **Cost Impact** | | **Schedule Impact** | |
| **Spec Section** | | | |
| **Drawing Number** | 2-L8.01 | **Reference** | |
| **Linked Drawings** | | | |
| **Copies To** | Eleni Antonelli (HIBSER YAMAUCHI ARCHITECTS, INC.), Diego Baron (CAHILL CONTRACTORS), JaQuan Cornish (OAKLAND UNIFIED SCHOOL DISTRICT), Ken DeCarlo , Neethi Joseph (HIBSER YAMAUCHI ARCHITECTS, INC.), Justin Mapalo , Megan McDevitt (CAHILL CONTRACTORS), Chris Mendez (CAHILL CONTRACTORS), Nick Misakian (CAHILL CONTRACTORS), Will Nethercutt (CAHILL CONTRACTORS), Christina Stone (OAKLAND UNIFIED SCHOOL DISTRICT) | | |
| **Priority** | 3 - Standard | **Sub RFI#** | |
| **Posted to Drawings** | No | | |

## Activity

**Question**

**Question from Will Nethercutt CAHILL CONTRACTORS** *on Friday, Oct 10, 2025 at 10:26 AM PDT*

Ref: 2-L8.01

2-L8.01 calls for an irrigation controller to be installed in the bioretention planter which is to be connected to 120 Volt A.C. electrical. No information is provided for the controller on the electrical drawings.

1. Please advise which circuit the irrigation controller is to receive power from.

**Attachments**
RFI 46 - Phase 2 - Bioretention Irrigation Controller Power Circuit.pdf

**Official Response**

**Response from Eleni Antonelli HIBSER YAMAUCHI ARCHITECTS, INC.** *on Wednesday, Dec 10, 2025 at 11:17 AM PST*

HY Revised Response:
Contractor to use most cost effective option from the two options outlined above (see WKM response), and notify District and Architect of preferred option.

**Attachments**
5983 Fremont HS -RFI#46-phase2-bioretention_irrigation_controller_circuit_information_HY CKD WKM Rev. Response.pdf

**Official Response**

**Response from Eleni Antonelli HIBSER YAMAUCHI ARCHITECTS, INC.** *on Monday, Oct 20, 2025 at 12:39 PM PDT*

There are 2 options for the circuit. Please provide costs to the district for review and final decision.
1. Provide and install a breaker and connect to the panel at the end modular.
2. Provide and install a breaker in the main switchboard.

The irrigation controller location may be relocated outside of the bioretention planter (C on attached sketch for possible new location).

**Attachments**
5983 Fremont HS -RFI#46-phase2-bioretention_irrigation_controller_circuit_information_HY CKD WKM REVIEWED.pdf

**All Replies**

**Response from Eleni Antonelli HIBSER YAMAUCHI ARCHITECTS, INC.** *on Wednesday, Dec 10, 2025 at 11:17 AM PST*

HY Revised Response:
Contractor to use most cost effective option from the two options outlined above (see WKM response), and notify District and Architect of preferred option.

**Attachments**
5983 Fremont HS -RFI#46-phase2-bioretention_irrigation_controller_circuit_information_HY CKD WKM Rev. Response.pdf

**Response from Eleni Antonelli HIBSER YAMAUCHI ARCHITECTS, INC.** *on Monday, Oct 20, 2025 at 12:39 PM PDT*

There are 2 options for the circuit. Please provide costs to the district for review and final decision.
1. Provide and install a breaker and connect to the panel at the end modular.
2. Provide and install a breaker in the main switchboard.

The irrigation controller location may be relocated outside of the bioretention planter (C on attached sketch for possible new location).

**Attachments**
5983 Fremont HS -RFI#46-phase2-bioretention_irrigation_controller_circuit_information_HY CKD WKM REVIEWED.pdf

**Cahill Contractors LLC**
425 California Street, Suite 2200
San Francisco, California 94104
P: (415) 986-0600

**Project: 0583-01 OUSD FREMONT - BLDG A MODERNIZATION & NEW PARKING LOT**
4610 Foothill Blvd
Oakland, California 94601

# RFI #46-Phase2: Bioretention Irrigation Controller Circuit Information

| | | | |
|---|---|---|---|
| **Revision** | 0 | **Status** | Open |
| **To** | Craig Durand (HIBSER YAMAUCHI ARCHITECTS, INC.)<br>Eleni Antonelli (HIBSER YAMAUCHI ARCHITECTS, INC.)<br>Neethi Joseph (HIBSER YAMAUCHI ARCHITECTS, INC.) | **From** | Will Nethercutt (CAHILL CONTRACTORS) |
| **Date Initiated** | Oct 10, 2025 | **Due Date** | Oct 17, 2025 |
| **Location** | | | |
| **Cost Impact** | | **Schedule Impact** | |
| **Spec Section** | | | |
| **Drawing Number** | 2-L8.01 | **Reference** | |
| **Linked Drawings** | | | |
| **Copies To** | Eleni Antonelli (HIBSER YAMAUCHI ARCHITECTS, INC.), Diego Baron (CAHILL CONTRACTORS), JaQuan Cornish (OAKLAND UNIFIED SCHOOL DISTRICT), Ken DeCarlo , Neethi Joseph (HIBSER YAMAUCHI ARCHITECTS, INC.), Justin Mapalo , Megan McDevitt (CAHILL CONTRACTORS), Chris Mendez (CAHILL CONTRACTORS), Nick Misakian (CAHILL CONTRACTORS), Will Nethercutt (CAHILL CONTRACTORS), Christina Stone (OAKLAND UNIFIED SCHOOL DISTRICT) | | |
| **Priority** | 3 - Standard | **Sub RFI#** | |
| **Posted to Drawings** | No | | |

## Activity

**Question**

**Question from Will Nethercutt CAHILL CONTRACTORS** *on Friday, Oct 10, 2025 at 10:26 AM PDT*

Ref: 2-L8.01

2-L8.01 calls for an irrigation controller to be installed in the bioretention planter which is to be connected to 120 Volt A.C. electrical. No information is provided for the controller on the electrical drawings.

1. Please advise which circuit the irrigation controller is to receive power from.

**Attachments**
RFI 46 - Phase 2 - Bioretention Irrigation Controller Power Circuit.pdf

See following page for responses from Landscape and Electrical consultants.

Eleni Antonelli
HY Architects
10/20/25

**The irrigation controller location may be relocated outside of the bioretention planter (C on attached sketch for possible new location). Electrical to provide circuit information.**

**Sarah Denig**
**CDK**
**10/10/25**

There are 2 options. Please provide costs to the district for review and final decision.
1. Provide and install a breaker and connect to the panel at the end modular.
2. Provide and install a breaker in the main switchboard.

**Tiffany L. Kane**
WKM, 10/20/2025

HY Revised Response:
Contractor to use most cost effective option from the two options outlined above, and notify District and Architect of preferred option.

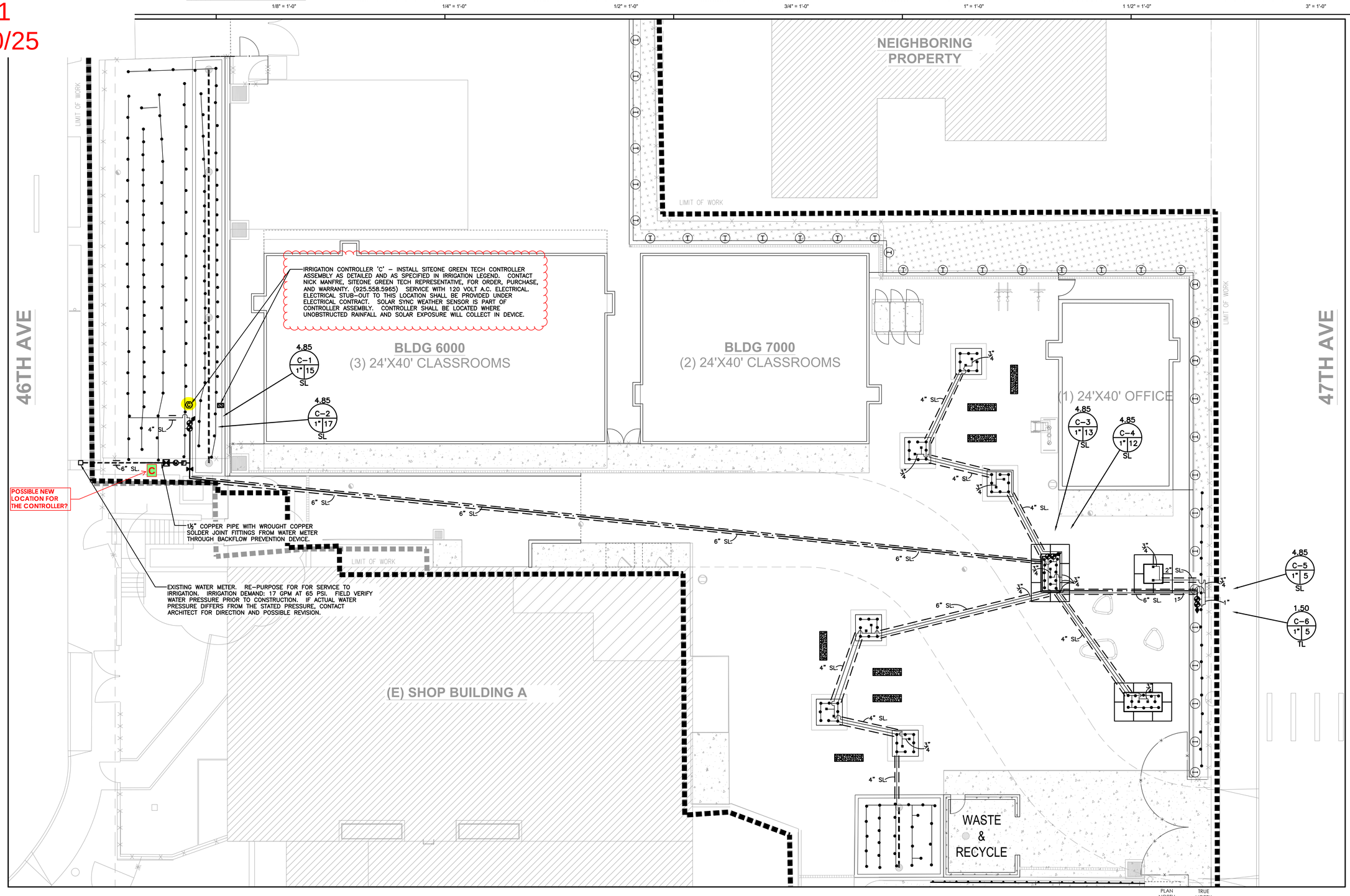
Eleni Antonelli
12/10/25

RFI 46 - Phase 2
SK-01
10/10/25

IF THIS SHEET IS NOT 30"x42" , IT IS A REDUCED PRINT SCALE ACCORDINGLY

1/8" = 1'-0" | 1/4" = 1'-0" | 1/2" = 1'-0" | 3/4" = 1'-0" | 1" = 1'-0" | 1 1/2" = 1'-0" | 3" = 1'-0"

IDENTIFICATION STAMP
DIV. OF THE STATE ARCHITECT
APP: 01-121860 INC:
REVIEWED FOR
SS ☒ FLS ☒ ACS ☒
DATE: 06/30/2025




NOTE:
THE NEW IRRIGATION REPLACES EXISTING IRRIGATION IN THE GENERAL AREAS SHOWN. CONTRACTOR SHALL INVESTIGATE EXISTING IRRIGATION CONDITIONS PRIOR TO CONSTRUCTION AND DURING DEMOLITION. PRESERVE AND RESTORE EXISTING IRRIGATION FOR AREAS OUTSIDE THE FOOTPRINT OF WHERE EXISTING IRRIGATION SYSTEMS ARE IMPACTED BY NEW CONSTRUCTION. EXISTING IRRIGATION SHALL BE RESTORED TO FULL FUNCTIONALITY PROVIDING COMPLETE AND UNIFORM COVERAGE OF THE LANDSCAPE WHILE MINIMIZING SPRAY ONTO NON-LANDSCAPE SURFACES. THIS SHALL INCLUDE, BUT IS NOT LIMITED TO, THE FOLLOWING:

- CUT AND CAP IRRIGATION PIPES AT EDGE OF IMPROVEMENTS.
- IF EXISTING PIPING PASSES THROUGH AREAS OF IMPROVEMENT TO SERVICE AREAS BEYOND, CONNECTIONS MUST BE RESTORED TO ACHIEVE FULL FUNCTIONALITY.
- IRRIGATION HEADS MAY REQUIRE RELOCATION AND/OR ADDITIONAL HEADS TO ACHIEVE PROPER COVERAGE OF THE EXISTING LANDSCAPE.
- VALVE WIRING BETWEEN EXISTING CONTROLLERS AND EXISTING REMOTE CONTROL VALVES SHALL BE RESTORED WHERE DAMAGED DURING DEMOLITION.

**SHRUB BUBBLER LATERAL PIPE SIZING**

| QUANTITY OF BUBBLERS | PIPE SIZE |
|---|---|
| 1 – 16 | ¾" |
| 17 – 32 | 1" |
| 33 – 60 | 1¼" |
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PLAN NORTH | TRUE NORTH
0 8 16 24'
SCALE: 1/8" = 1'-0"

UNDERGROUND SERVICE ALERT CALL 811 CALL BEFORE YOU DIG

I have complied with the criteria of the Water Efficient Landscape Ordinance and applied them for the efficient use of water in the Irrigation Design Plan.

Marty Dickson, ASIC-PIC — 11/08/2024 Date

DICKSON & ASSOCIATES, INC.
LANDSCAPE IRRIGATION
(530) 547-5515 www.dicksoninc.net
P.O. BOX 415
PALO CEDRO, CALIFORNIA 96073
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Revisions

| Delta | Date | Revisions | By |
|---|---|---|---|
| | 04/18/25 | DSA BACKCHECK | |

LICENSED LANDSCAPE ARCHITECT
AMY C CUPPLES
4488
8/31/2025
STATE OF CALIFORNIA

CK designs
Landscape Architecture
Site Planning
Urban Design
1970 Broadway, Suite 800
Oakland, CA 94612
510.451.9987 | studioCKD.com

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HY HIBSER YAMAUCHI Architects, Inc.
300 – 27th Street
Oakland, CA 94612
510.446.2222 tel | 510.446.2211 fax

HY Architects Project number: 5983

Facility
FREMONT HIGH SCHOOL
4610 FOOTHILL BLVD, OAKLAND CA, 94601

Project
MODULAR BUILDINGS

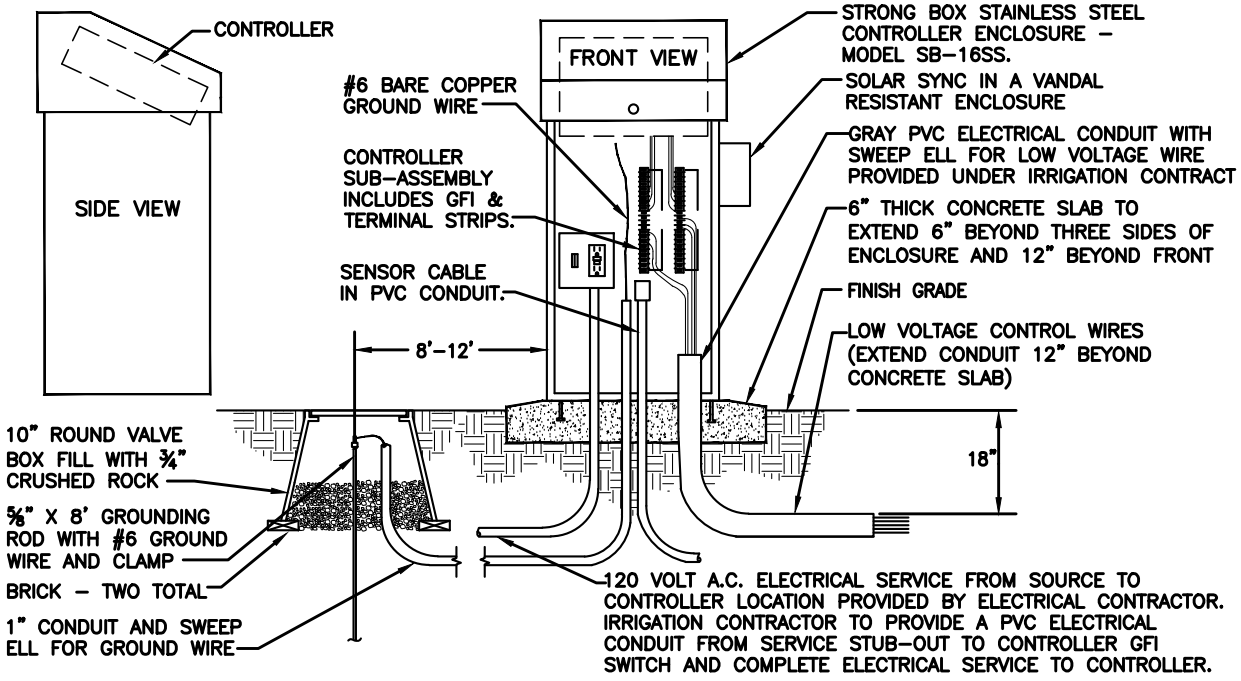
Sheet Title
IRRIGATION PLAN

Client Project Number:

Scale: 1/8" = 1'-0"
Drawn By: ABD
Checked By: MD
Issue Date: 11/08/2024
Revit Version: 2023

Sheet
2-L8.01

QUANTITY AND SIZE OF CONDUITS WILL VARY DEPENDING ON CONTROLLER FEATURES. FOLLOW MANUFACTURER'S REQUIREMENTS FOR CONDUITS FOR COMMUNICATION CABLE, SENSOR CABLE, ETC.




# CONTROLLER - TOP OPENING ENCLOSURE

NOT TO SCALE

**Cahill Contractors LLC**
425 California Street, Suite 2200
San Francisco, California 94104
P: (415) 986-0600

**Project: 0583-01 OUSD FREMONT - BLDG A MODERNIZATION & NEW PARKING LOT**
4610 Foothill Blvd
Oakland, California 94601

# RFI #46-Phase2: Bioretention Irrigation Controller Circuit Information

| | | | |
|---|---|---|---|
| **Revision** | 0 | **Status** | Open |
| **To** | Craig Durand (HIBSER YAMAUCHI ARCHITECTS, INC.)<br>Eleni Antonelli (HIBSER YAMAUCHI ARCHITECTS, INC.)<br>Neethi Joseph (HIBSER YAMAUCHI ARCHITECTS, INC.) | **From** | Will Nethercutt (CAHILL CONTRACTORS) |
| **Date Initiated** | Oct 10, 2025 | **Due Date** | Oct 17, 2025 |
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| **Cost Impact** | | **Schedule Impact** | |
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| **Priority** | 3 - Standard | **Sub RFI#** | |
| **Posted to Drawings** | No | | |

## Activity

**Question**

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**Attachments**
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HY Architects
10/20/25

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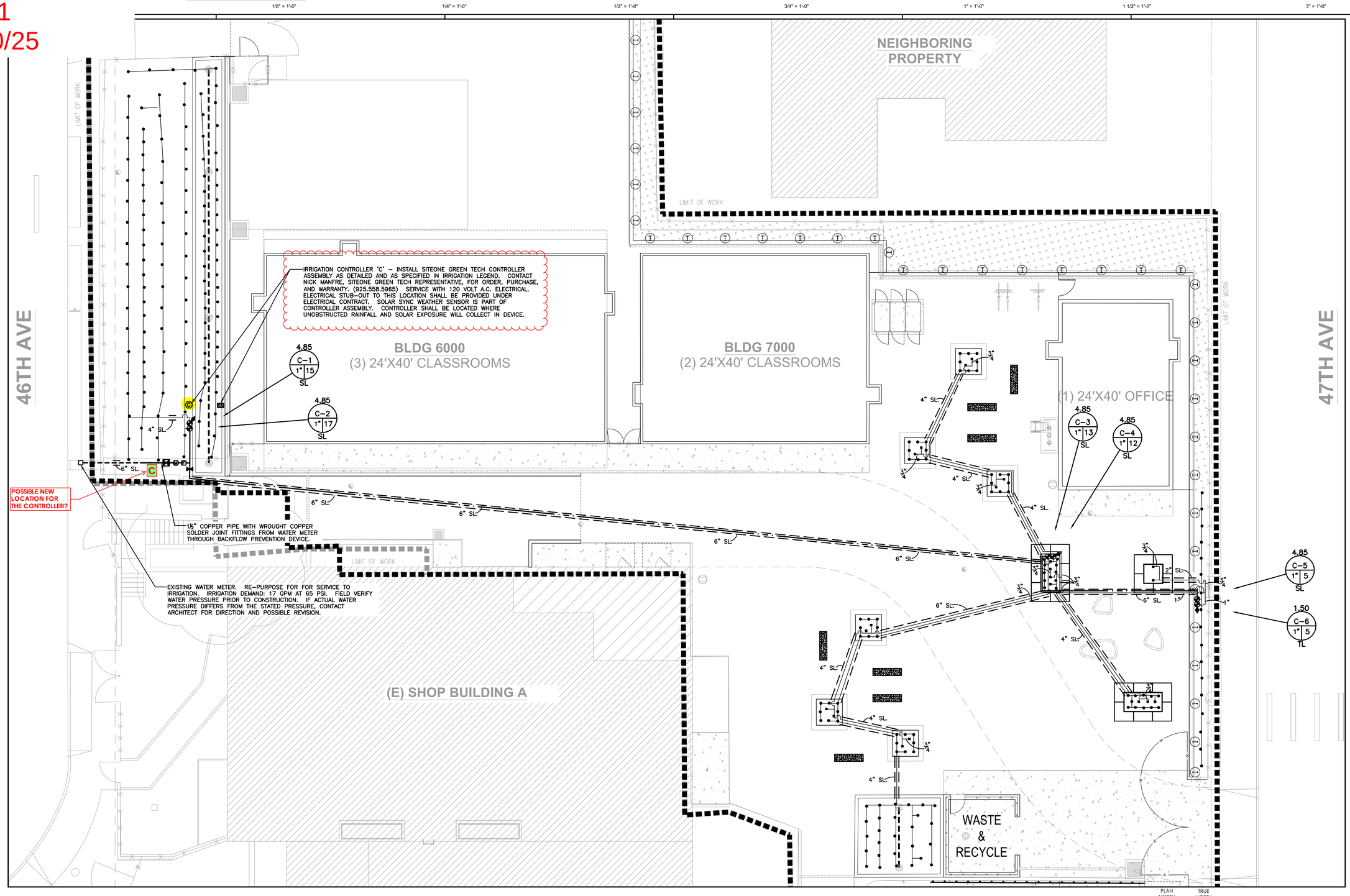
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RFI 46 - Phase 2
SK-01
10/10/25

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SS ☒ FLS ☒ ACS ☒
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Marty Dickson, ASIC-PIC — 11/08/2024 Date

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Revisions

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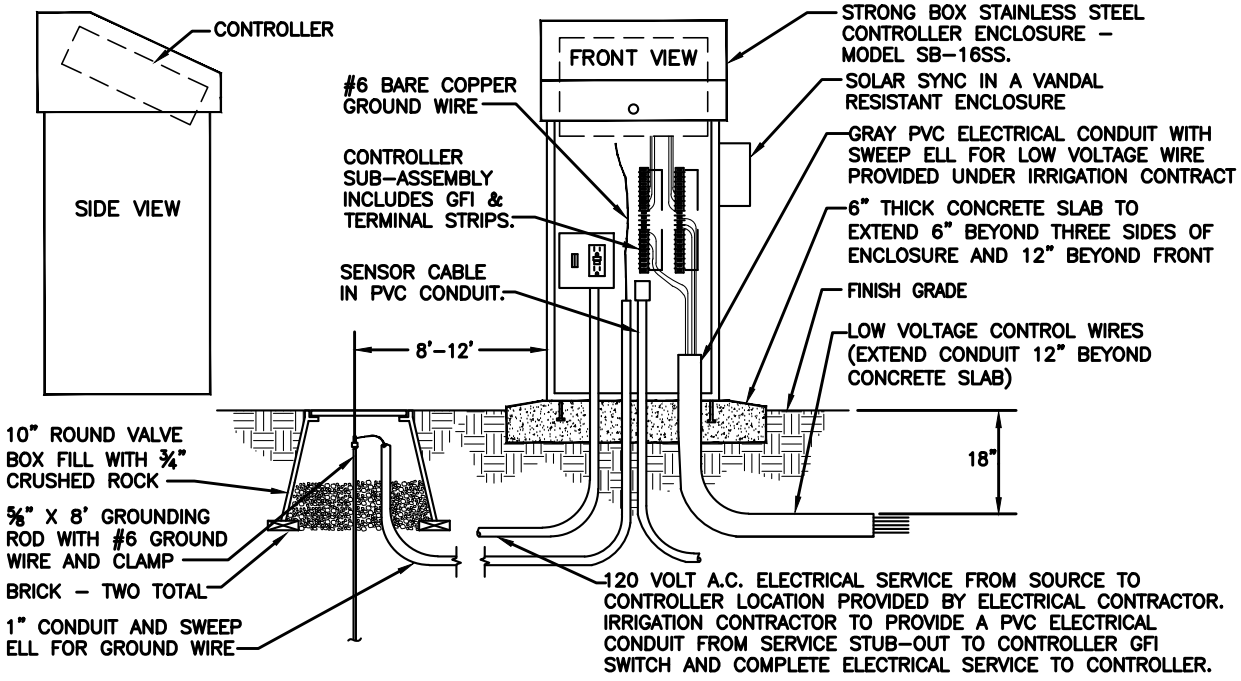
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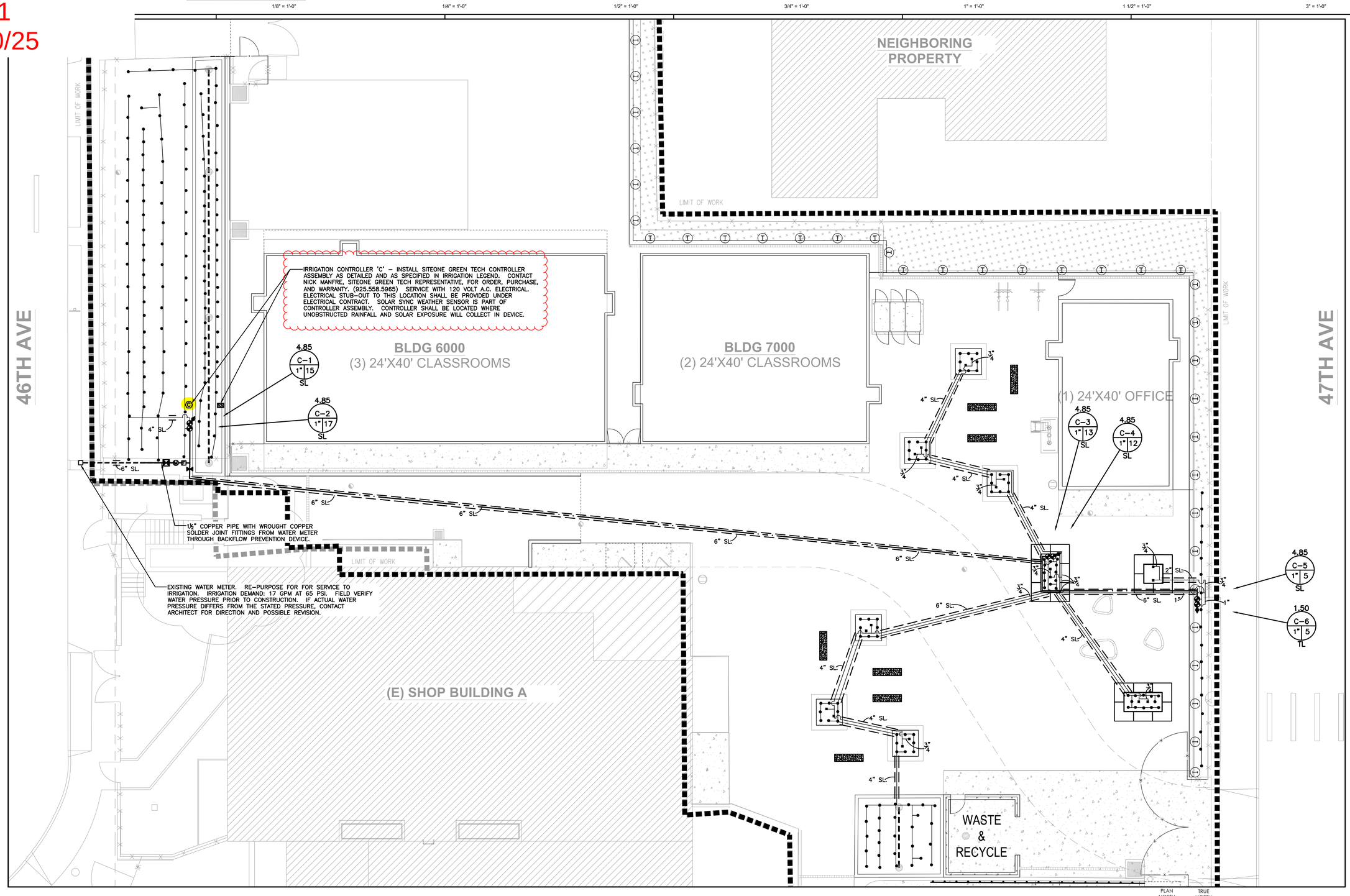
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RFI 46 - Phase 2
SK-01
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Revisions

| Delta | Date | Revisions | By |
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| | 04/18/25 | DSA BACKCHECK | |

LICENSED LANDSCAPE ARCHITECT
AMY C CUPPLES
4488
8/31/2025
STATE OF CALIFORNIA

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Oakland, CA 94612
510.446.2222 tel | 510.446.2211 fax

HY Architects Project number: 5983

Facility
FREMONT HIGH SCHOOL
4610 FOOTHILL BLVD, OAKLAND CA, 94601

Project
MODULAR BUILDINGS

Sheet Title
IRRIGATION PLAN

Client Project Number:

Scale: 1/8" = 1'-0"
Drawn By: ABD
Checked By: MD
Issue Date: 11/08/2024
Revit Version: 2023

Sheet
2-L8.01

TULUM Systems
Electrical
Labor Rates
Journeyman

| Description - Journeyman Electrician | Crew Rate | | | | |
|---|---|---|---|---|---|
| | Straight time | Overtime x 1 1/2 (2 hrs) | Overtime x 2 | SHIFT 1 | SHIFT 2 |
| Wages | $ 76.00 | $ 114.00 | $ 152.00 | $ 89.17 | $ 99.89 |
| | | | | | |
| Health Fund | $ 20.46 | $ 20.46 | $ 20.46 | $ 21.82 | $ 26.89 |
| Money Purchase Plan | $ 8.85 | $ 8.85 | $ 8.85 | $ 9.44 | $ 11.63 |
| Defined Benefit Plan - Pension | $ 15.12 | $ 15.12 | $ 15.12 | $ 16.13 | $ 19.87 |
| Apprenticeship Fund | $ 2.36 | $ 2.36 | $ 2.36 | $ 2.52 | $ 3.10 |
| Contract Adm. Fund(1.05% of Total Gross Payroll) | $ 0.80 | $ 1.20 | $ 1.60 | $ 0.85 | $ 1.05 |
| Alameda ECT | $ 0.15 | $ 0.15 | $ 0.15 | $ 0.16 | $ 0.20 |
| National Pension NEBF(3% of total Gross Payroll) | $ 2.28 | $ 3.42 | $ 4.56 | $ 2.43 | $ 3.00 |
| Labor Management Coop. CMT | $ 0.50 | $ 0.50 | $ 0.50 | $ 0.53 | $ 0.66 |
| | | | | | |
| Fringe Benefits | $ 50.52 | $ 52.06 | $ 53.60 | $ 53.89 | $ 66.40 |
| | | | | | |
| **Direct Cost Per Hour (DIR/IBEW)** | $ 126.52 | $ 166.06 | $ 205.60 | $ 143.06 | $ 166.28 |
| | | | | | |
| **Total Direct Cost** | $ 126.52 | $ 166.06 | $ 205.60 | $ 143.06 | $ 166.28 |

Burdent costs include SS, FUIT,Workers Comp, Gen.Lia.Ins, SUI, SDI,

| | | | | | |
|---|---|---|---|---|---|
| Soc. Sec. 7.65% (FICA) | $ 5.81 | $ 8.72 | $ 11.63 | $ 6.82 | $ 7.64 |
| Federal Unemployment Tax .8% | $ 0.61 | $ 0.91 | $ 1.22 | $ 0.71 | $ 0.80 |
| Workers Compensation Insurance | $ 7.00 | $ 7.00 | $ 7.00 | $ 7.00 | $ 7.00 |
| Liability Insurance | $ 3.11 | $ 4.67 | $ 6.22 | $ 3.42 | $ 3.58 |
| State Unemployment - 6.2% | $ 4.71 | $ 7.07 | $ 9.42 | $ 5.53 | $ 6.19 |
| Employer Furnished Tools-Article 15, 2.15 | $ 2.41 | $ 3.61 | $ 4.82 | $ 3.11 | $ 3.64 |
| NECA | $ 0.59 | $ 0.88 | $ 1.18 | $ 0.76 | $ 0.89 |
| | | | | | |
| Burden Cost | $ 24.24 | $ 32.86 | $ 41.49 | $ 27.35 | $ 29.74 |
| | | | | | |
| **Total Burden Cost** | $ 24.24 | $ 32.86 | $ 41.49 | $ 27.35 | $ 29.74 |
| **TOTAL COST** | $ 150.76 | $ 198.91 | $ 193.01 | $ 170.41 | $ 196.02 |

Source
TULUM Systems

Date Range
June 1, 2025 - May 31, 2026

TULUM Systems
Electrical
Labor Rates
Foreman

| Description - Foreman | Crew Rate | | | | | |
|---|---|---|---|---|---|---|
| | Straight time | Overtime x 1 1/2 (2 hrs) | Overtime x 2 | | SHIFT 1 | SHIFT 2 |
| Wages | $ 87.40 | $ 131.10 | $ 174.80 | | $ 90.07 | $ 100.88 |
| | | | | | | |
| Health Fund | $ 20.46 | $ 20.46 | $ 20.46 | | $ 21.82 | $ 25.72 |
| Money Purchase Plan | $ 8.85 | $ 8.85 | $ 8.85 | | $ 9.44 | $ 11.13 |
| Defined Benefit Plan - Pension | $ 15.12 | $ 15.12 | $ 15.12 | | $ 16.13 | $ 19.01 |
| Apprenticeship Fund | $ 2.36 | $ 2.36 | $ 2.36 | | $ 2.52 | $ 2.97 |
| Contract Adm. Fund(1.05% of Total Gross Payroll) | $ 0.92 | $ 1.38 | $ 1.84 | | $ 0.98 | $ 1.73 |
| Alameda ECT | $ 0.15 | $ 0.15 | $ 0.15 | | $ 0.16 | $ 0.19 |
| National Pension NEBF(3% of total Gross Payroll) | $ 2.62 | $ 3.93 | $ 5.24 | | $ 2.80 | $ 4.94 |
| Labor Management Coop. CMT | $ 0.50 | $ 0.50 | $ 0.50 | | $ 0.53 | $ 0.63 |
| | | | | | | |
| Fringe Benefits | $ 50.98 | $ 52.75 | $ 54.52 | | $ 54.38 | $ 66.31 |
| | | | | | | |
| **Direct Cost Per Hour (DIR/IBEW)** | $ 138.38 | $ 183.85 | $ 229.32 | | $ 144.45 | $ 167.20 |
| | | | | | | |
| **Total Direct Cost** | $ 138.38 | $ 183.85 | $ 229.32 | | $ 144.45 | $ 167.20 |

Burdent costs include SS, FUIT,Workers Comp, Gen.Lia.Ins, SUI, SDI, Union Dues, etc.

| | | | | | | |
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| Federal Unemployment Tax .8% | $ 0.70 | $ 1.05 | $ 1.40 | | $ 0.72 | $ 0.81 |
| Workers Compensation Insurance | $ 7.00 | $ 7.00 | $ 7.00 | | $ 7.00 | $ 7.00 |
| Liability Insurance | $ 3.11 | $ 4.67 | $ 6.22 | | $ 3.42 | $ 3.58 |
| State Unemployment - 6.2% | $ 5.42 | $ 8.13 | $ 10.84 | | $ 5.58 | $ 6.25 |
| Employer Furnished Tools-Article 15, 2.15 | $ 2.41 | $ 3.61 | $ 4.82 | | $ 3.11 | $ 3.64 |
| NECA | $ 0.59 | $ 0.88 | $ 1.18 | | $ 0.76 | $ 0.89 |
| | | | | | | |
| Burden Cost | $ 25.91 | $ 35.36 | $ 44.83 | | $ 27.49 | $ 29.89 |
| | | | | | | |
| **Total Burden Cost** | $ 25.91 | $ 35.36 | $ 44.83 | | $ 27.49 | $ 29.89 |
| **TOTAL COST** | $ 164.29 | $ 219.21 | $ 274.15 | | $ 171.94 | $ 197.08 |

Source
TULUM Systems

Date Range
June 1, 2025 - May 31, 2026

TULUM Systems
Electrical
Labor Rates
General Foreman

| Description - General Foreman | Crew Rate | | | | | |
|---|---|---|---|---|---|---|
| | Straight time | Overtime x 1 1/2 (2 hrs) | Overtime x 2 | | SHIFT 1 | SHIFT 2 |
| Wages | $ 98.80 | $ 148.20 | $ 197.60 | | $ 115.93 | $ 129.85 |
| | | | | | | |
| Health Fund | $ 20.46 | $ 20.46 | $ 20.46 | | $ 21.82 | $ 25.72 |
| Money Purchase Plan | $ 8.85 | $ 8.85 | $ 8.85 | | $ 9.44 | $ 11.13 |
| Defined Benefit Plan - Pension | $ 15.12 | $ 15.12 | $ 15.12 | | $ 16.13 | $ 19.01 |
| Apprenticeship Fund | $ 2.36 | $ 2.36 | $ 2.36 | | $ 2.52 | $ 2.97 |
| Contract Adm. Fund(1.05% of Total Gross Payroll) | $ 1.04 | $ 1.56 | $ 2.07 | | $ 1.11 | $ 1.96 |
| Alameda ECT | $ 0.15 | $ 0.15 | $ 0.15 | | $ 0.16 | $ 0.19 |
| National Pension NEBF(3% of total Gross Payroll) | $ 2.96 | $ 4.45 | $ 5.93 | | $ 3.16 | $ 5.59 |
| Labor Management Coop. CMT | $ 0.50 | $ 0.50 | $ 0.50 | | $ 0.53 | $ 0.63 |
| | | | | | | |
| Fringe Benefits | $ 51.44 | $ 53.44 | $ 55.44 | | $ 54.87 | $ 67.18 |
| | | | | | | |
| **Direct Cost Per Hour (DIR/IBEW)** | $ 150.24 | $ 201.64 | $ 253.04 | | $ 170.80 | $ 197.04 |
| | | | | | | |
| **Total Direct Cost** | $ 150.24 | $ 201.64 | $ 253.04 | | $ 170.80 | $ 197.04 |

Burdent costs include SS, FUIT,Workers Comp, Gen.Lia.Ins, SUI, SDI, Union Dues, etc.

| | | | | | | |
|---|---|---|---|---|---|---|
| Soc. Sec. 7.65% (FICA) | $ 7.56 | $ 11.34 | $ 15.12 | | $ 8.87 | $ 9.93 |
| Federal Unemployment Tax .8% | $ 0.79 | $ 1.19 | $ 1.58 | | $ 0.93 | $ 1.04 |
| Workers Compensation Insurance | $ 7.00 | $ 7.00 | $ 7.00 | | $ 7.00 | $ 7.00 |
| Liability Insurance | $ 3.11 | $ 4.67 | $ 6.22 | | $ 3.42 | $ 3.58 |
| State Unemployment - 6.2% | $ 6.13 | $ 9.19 | $ 12.25 | | $ 7.19 | $ 8.05 |
| Employer Furnished Tools-Article 15, 2.15 | $ 2.41 | $ 3.61 | $ 4.82 | | $ 3.11 | $ 3.64 |
| NECA | $ 0.59 | $ 0.88 | $ 1.18 | | $ 0.76 | $ 0.89 |
| | | | | | | |
| Burden Cost | $ 27.58 | $ 37.87 | $ 48.17 | | $ 31.27 | $ 34.13 |
| | | | | | | |
| **Total Burden Cost** | $ 27.58 | $ 37.87 | $ 48.17 | | $ 31.27 | $ 34.13 |
| **TOTAL COST** | $ 177.83 | $ 239.51 | $ 301.21 | | $ 202.07 | $ 231.17 |

Source
TULUM Systems

Date Range
June 1, 2025 - May 31, 2026

# CHANGE ORDER REQUEST (Proposed Change Order)

# No. 11

**PROJECT:** Fremont Modernization Project
Fremont High School

**OWNER:** OAKLAND UNIFIED SCHOOL DISTRICT
**CONTRACTOR: CAHILL CONTRACTORS, LLC**
**1111 Broadway, Suite 1340**
**Oakland, CA 94607**

**DATE**: APRIL 17, 2026

**DSA FILE NO**.: 1-H8
**DSA APP NO.: 01-121860**
**OUSD PROJECT #: 22156**
**PROJECT MANAGER: JaQuan Cornish**

Contractor hereby submits this Change Order Request ("COR") pursuant to the contract documents.

DESCRIPTION OF PROPOSED CHANGES IN WORK (specifically refer to attached pages or incorporated documents): **PCO 11 (Cahill PCO 57) Phase II: RFI 40 & CCD-008B Exterior Light Changes.** Per RFI 40, eight additional exterior lights to be installed at modular buildings.

OTHER PROPOSED CHANGES TO THE CONTRACT:
_____
_____

PROPOSED ADJUSTMENT TO CONTRACT PRICE: $18,271.85
- If Contractor requests payment from an allowance, please indicate which allowance: _____

PROPOSED ADJUSTMENT TO CONTRACT TIME: 0 calendar days

REASON FOR REQUEST (check one or more):
____ Unforeseen Conditions
____ Direction by Government Agency
_X__ Owner Requested
____ Design Omission
____ Design Error
____ Other: _____

* * * * * * * * * * *

## CERTIFICATION

I, Megan McDevitt *[name of declarant]*, declare the following:

**Cahill Contractors, LLC** has contracted with **Oakland Unified School District** for the **22156 Fremont Modernization** Contract ("Contract"). **Cahill Contractors, LLC** authorized me to prepare the attached Change Order Request ("COR") or Allowance Expenditure Request ("AER") for money and/or time extension for **Oakland**

**Unified School District** regarding this Contract (such COR or AER being dated **April 17, 2026**, and entitled **PCO 11 (Cahill PCO 57) Phase II: RFI 40 & CCD-008B Exterior Light Changes**, and requesting $**18,271.85** and/or **0** additional days), and I prepared the attached COR or AER. I am the most knowledgeable person at **Cahill Contractors, LLC** regarding this COR or AER.

The attached COR or AER complies with all laws applicable to submission of a COR or AER, including but not limited to California Penal Code section 72, Government Code sections 12650 et seq. (False Claims Act), and Business and Professions Code sections 17200 et seq. (Unfair Business Practices Act). I am aware that submission or certification of false claims, or other claims that violate law or the Contract, may lead to fines, imprisonment, and/or other serious legal consequences for myself or **Cahill Contractors, LLC**.

The attached COR or AER does not breach the Contract, is not a false claim, does not violate any applicable law, satisfies all provisions of the Contract applicable to submission of the COR or AER, only contains truthful and accurate supporting data, and only requests money and/or time extensions that accurately reflect the adjustments to money and time for which I believe that **Oakland Unified School District** is responsible under its Contract with **Cahill Contractors, LLC.**

While preparing this declaration and COR or AER, I consulted with others (including attorneys, consultants, or others who work for **Cahill Contractors, LLC** when necessary to ensure that the statements were true and correct.

Contractor understands and agrees that any COR or AER submitted without this certification does not meet the terms of the Contract Documents; that Owner, or Owner's representatives, may reject the COR or AER on that basis; and that unless Contractor properly and timely files the COR or AER with the certification, Contractor cannot further pursue the COR or AER in any forum and all rights to additional money or time for the issues covered by the COR or AER are waived due to a condition precedent not having been satisfied.

I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed April 17, 2026, at Oakland, California.



_____ *[signature]*
Megan McDevitt *[name of declarant]*

319-661/7106498.1

# FREMONT MODERNIZATION

Oakland Unified School District
Job # 22156

# PCO LOG

4/17/2026 11:38 AM

| PCO # | GC PCO # | Description | Cont'r /Sub | Date Received | Proposed Amount | Approved Amount | Date Finalized | Reason Code | Status |
|---|---|---|---|---|---|---|---|---|---|
| 1 | 7 | Phase II: DSA Approved Plan Set Part 2 - Piers & GCs | Cahill / Azul | 09/09/25 | $629,992.00 | $557,442.47 | 11/12/2025 | Agency | Approved |
| 2 | 10 | Phase I: Soil Compaction Issues at Parking Lot | D-Line | 09/25/25 | $182,658.88 | $153,249.53 | 3/24/2026 | Unforeseen | for Approval |
| 3 | 30 | Phase I: Sidewalk Soil Compaction Issues | D-Line | 01/06/26 | $25,614.12 | $24,427.69 | 3/26/2026 | Unforeseen | for Approval |
| 4 | 31 | Phase II: Added Grout Behind Lagging | Azul | 01/14/26 | $19,442.78 | $19,442.78 | 3/26/2026 | Agency | for Approval |
| 5 | 38 | Phase I: Permits for Sidewalk Work | City of Oakland | 02/10/26 | $8,486.59 | $7,876.18 | 4/14/2026 | Agency | for Approval |
| 6 | 40 | Phase I: RFI 94 Add Section of Curb Under Fence | BCI | 02/10/26 | $7,352.34 | $7,352.24 | 4/14/2026 | Owner | for Approval |
| 7 | 41 | Phase II: RFI 96 Embed Conflict with Footing Rebar | BCI | 02/10/26 | $6,076.08 | $6,076.08 | 4/14/2026 | Error | for Approval |
| 8 | 42 | Phase II: RFI 91 Over-Ex & Added Slurry at Footings due to Wet Soil Conditions | BCI / D-Line | 02/10/26 | $5,495.86 | $5,495.86 | 4/14/2026 | Unforeseen | for Approval |
| 9 | 18 | Phase I: RFI 12 Replace Damaged Main Power Panel | Tulum | 10/27/25 | $18,170.84 | $19,748.05 | | Unforeseen | for Approval |
| 10 | 51 | Phase II: RFI 46 Power to Irrigation Controller | Tulum | 03/02/26 | $4,337.58 | $4,337.58 | | Omissions | for Approval |
| 11 | 57 | Phase II: RFI 40 & CCD-008B Exterior Lighting Changes | Cahill / Tulum | 03/16/26 | $18,271.85 | $18,271.85 | | Owner | for Approval |
| 12 | 63 | Phase II: RFI 99 Sewer & Water for the Water Fountain | D-Line / NVH / Lombardo | 04/08/26 | $10,763.30 | | | Omissions | for Approval |
| | 37 | Phase II: RFI 59-59.2 Conflicts with Bioretention Wall Elevations at Driveway | BCI / D-Line | 01/27/26 | $14,515.25 | | | Omissions | in review |
| | 50 | Phase II: RFI 57 Unknown Gas Pipe Near Pile #43 | Cahill / Tap Masters | 03/02/26 | $4,566.26 | | | | in review |
| | 55 | Phase II: CCD-011A Fire Alarm Changes, Modular Pathway to FACP | Cahill / Tulum | 03/11/26 | $118,415.63 | | | Agency | in review |
| | 58 | Phase II: Dry-Rot Repairs at Auditorium Bldg Entrance | Cahill / Various | 03/23/26 | $304,171.68 | | | Unforeseen | in review |
| | | | | | | | | | |
| | | | | | | | | | |

| | |
|---|---|
| Preconstruction Contract Price: | $200,000.00 |
| Total Contract Price: | $10,922,885.00 |
| Total Proposed: | $1,378,331.04 |
| Total Approved: | $823,720.31 |
| Total Contract with Approved Changes: | $11,746,605.31 |
| CO Percentage of Base Contract: | 7.54% |

Notes: *Sent to Consultants: C=Civil/ S=Struct./M=Mech./E=Elec./ L=Lands./D=District/SC=SchooF=Fire/R=Roofing **Email is standard. F = Faxed ***Remarks: UC - Unforeseen Condition / DRC - District Requested Change / AC - Agency Change

PCO # 057

03/16/2026

OAKLAND UNIFIED SCHOOL DISTRICT
955 HIGH STREET
OAKLAND, California, 94601

**Re:** PCO #057 Revision 0 - CE #054 - PH2 RFI 040 & CCD-008B - Exterior Lighting Changes
**Job:** 0583-01 **/** OUSD FREMONT - BLDG A MODERNIZATION & NEW PARKING LOT

Enclosed please find **Potential Change Order #057** in the amount of $18,271.85 for:

CE #054 - PH2 RFI 040 & CCD-008B - Exterior Lighting Changes
This PCO includes the eight (8) added exterior lights at modular bldgs. per RFI 040/CCD-008B at PH2.

Qualifications:
1. Six (6) fixtures shown over the exterior doors - Global Modular will install boxes, conduit, and wire, and then once stucco is completed, Global Modular will provide and install the fixtures. *No Tulum work is included for these.*
2. The additional 5 +3 exterior lights that are not over the doors - Global Modular will install boxes, conduit, and wire. *Tulum will provide installation of wire, light fixtures and testing only.*

| PCO Item | Description | Cost |
|---|---|---|
| 1 | Tulum COR 007rev5 - PH2 RFI 040 & CCD-008B - (8) Added Exterior Lights - Installation of wire, light fixtures and testing only. | $16,298.00 |
| 2 | Cahill Labor - Waterproof added boxes | $292.00 |
| 3 | Cahill Burden - Waterproof added boxes | $292.00 |
| | Subtotal | $16,882.00 |
| | Insurance (1.35%): | $227.91 |
| | Builders Risk (1.40%): | $236.35 |
| | SDI (0.50%): | $81.49 |
| | Bond (0.62%): | $104.67 |
| | Oakland GRT (0.38%): | $64.15 |
| | Fee (4.00%): | $675.28 |
| | Total: | $18,271.85 |

This pricing is valid for 30 days. This PCO includes a schedule extension of 0 days. We reserve the right to a contract time extension should the work contained in this PCO impact the overall project schedule.

Please sign below to approve and return to our office. Upon your signature, we will execute the appropriate subcontract adjustments and include this in a forthcoming Prime Contract Change Order to cover this added scope. If at any time contingency funds are used to pay for additional work, Cahill reserves the right to request a change order at a later date if it becomes apparent that contingency funds are needed elsewhere. Please call if you have any questions.

**Very truly yours,**
Cahill Contractors LLC

**Accepted by:**
OAKLAND UNIFIED SCHOOL DISTRICT

PCO # 057



Megan McDevitt 03/16/2026

Date

# INTELLIBID COST BREAKDOWN

**SHEET S1 OF S3**

**CONTRACTOR:** **TULUM SYSTEMS**

**PROJECT NAME:** Fremont HS Phase 1 & 2 - BLDG A MODERNIZATION & NEW PARKING LOT

**PROJECT NUMBER** #0583-01

**CHANGE ORDER NUMBER:** TULUM-FHS-007 **DATE:** 10/3/2025
10/26/2025 AMENDED
2/23/2026 AMENDED2
3/2/2026 AMENDED3
3/12/2026 AMENDED5

**CHANGE ORDER DESCRIPTION:** Cahill RFI 040 - Exterior Lighting at Modular Buildings

| SUMMARY OF TOTAL COSTS | | | |
|---|---|---|---|
| 1. TOTAL DIRECT LABOR COSTS | $ 4,933.62 | | |
| 2. Ten percent (10%) of Line 1 | $ 493.36 | | |
| 3. Sum of Lines 1 & 2 | | $ 5,426.98 | |
| 4. TOTAL BURDEN LABOR COSTS | | $ - | |
| 5. TOTAL MATERIAL COSTS | $ 9,883.06 | | |
| 6. Ten percent (10%) of Line 5 | $ 988.31 | | |
| 7. Sum of Lines 5 & 6 | | $ 10,871.37 | |
| 8. Tax | | | |
| 9. TOTAL EQUIPMENT RENTAL COSTS | $ - | | |
| 10. Ten percent (10%) of Line 9 | $ - | | |
| 11. Sum of Lines 9 & 10 | | $ - | |
| 12. TOTAL OF LOWER TIER SUBCONTRACTED COST | $ - | | |
| $ - | | | |
| $ - | | | |
| 13. Five precent (5%) of line 12 | $ - | | |
| 14. Sum of Lines 12 & 13 | | $ - | |
| SUBTOTAL OF DIRECT COSTS & MARK-UP | | | $ 16,298.35 |
| COST OF BONDS | | | |
| | | | $ - |
| TOTAL CHANGE ORDER | | | **$ 16,298.35** |

NOTE:
1. TULUM reserves the right to amend the CO due to material or equipment cost escalation, or personnel wage increases.
2. Lighting Rep indicates that the BE fixture model provided by EEOR will not work with the battery backup requirement.
Lighting rep recommended and quoted a light fixture model that will support battery backup. That cost is included in this CO.
3. Provide, wire, install, and test eight (8) exterior light fixtures.

**CONTRACTOR:** **TULUM SYSTEMS**

**PROJECT NAME:** Fremont HS Phase 1 & 2 - BLDG A MODERNIZATION & NEW PARKING LOT

**PROJECT NUMBER** #0583-01

**CHANGE ORDER NUMBER:** TULUM-FHS-007 **DATE:** 10/3/2025
10/26/2025 AMENDED
2/23/2026 AMENDED2
3/2/2026 AMENDED3
3/12/2026 AMENDED5

**CHANGE ORDER DESCRIPTION:** Cahill RFI 040 - Exterior Lighting at Modular Buildings

| LABOR | | | | |
|---|---|---|---|---|
| **NAME** | | **HOURS** | **RATE** | **TOTAL** |
| DIRECT COSTS | Electrical - Journeyman | 32.7 | $ 150.76 | $ 4,933.62 |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| TOTAL LABOR COSTS (Transfers to Line 1 of Sheet S1) | | | | **$ 4,933.62** |
| | | | | |
| | | | | |
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| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | $ - |
| TOTAL BURDEN LABOR COSTS (Transfers to Line 4 of Sheet S1) | | | | **$ 4,933.62** |

| MATERIALS | | | |
|---|---|---|---|
| **DESCRIPTION** | | | **COST** |
| | | | |
| MATERIAL - REXEL | 1 | $ 761.96 | $ 761.96 |
| | | | |
| MATERIAL - 1 Source | 1 | $ 8,161.80 | $ 8,161.80 |
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| | | | |
| MATERIAL COSTS (Without Sales Tax) | | | $ 8,923.76 |
| FREIGHT, SHIPPING, HANDLING | | | $ - |
| SUBTOTAL MATERIAL COSTS (Without Sales Tax) - Line 5 of Sheet 1 | | | $ 8,923.76 |
| SALES TAX ON MATERIAL AT 10.75% - Line 8 of Sheet 1 | | | $ 959.30 |
| TOTAL MATERIAL COSTS | | | **$ 9,883.06** |

| EQUIPMENT | | | | |
|---|---|---|---|---|
| **SIZE AND TYPE** | **I.D. #** | **HOURS** | **RATE** | **TOTAL** |
| | | 0 | $ - | $ - |
| | | | | $ - |
| | | | | $ - |
| | | | | $ - |
| | | | | $ - |
| | | | | $ - |
| | | | | $ - |
| | | | | $ - |
| | | | Sub-total | $ - |
| | | | Tax | $ - |
| TOTAL EQUIPMENT RENTAL COSTS (Transfers to Line 7 of Sheet S1) | | | | **$ -** |

# INTELLIBID COST BREAKDOWN

**SHEET S3 OF S3**

**CONTRACTOR:** **TULUM SYSTEMS**

**PROJECT NAME:** Fremont HS Phase 1 & 2 - BLDG A MODERNIZATION & NEW PARKING LOT

**PROJECT NUMBER** #0583-01

**CHANGE ORDER NUMBER:** TULUM-FHS-007 **DATE:** 10/3/2025

10/26/2025 AMENDED

**CHANGE ORDER DESCRIPTION:** Cahill RFI 040 - Exterior Lighting at Modular Buildings 2/23/2026 AMENDED2

3/2/2026 AMENDED3

3/12/2026 AMENDED5

| NECA 1 - MATERIAL LABOR RATES | | | | |
|---|---|---|---|---|
| **DESCRIPTION** | **QUANTITY** | **UNIT** | **L/UNIT** | **TOTAL** |
| WIRE, #10, THHN, BLK | 1,500 | M | 8.75 | 13.13 |
| LIGHT FIXTURE, WALL MOUNTED, LED | 8 | E | 1.25 | 10.00 |
| TESTING | 8 | E | 1.00 | 8.00 |
| LABELING | 8 | E | 0.20 | 1.60 |
| **TOTAL (Line 1 Sheet S2 - HOURS)** | | | | **32.7** |

OneSource
A Sonepar Company

2001 MARINA BLVD
SAN LEANDRO, CA 94577-3204
510-877-9850 Fax

# Quotation

| QUOTE DATE | QUOTE NUMBER |
|---|---|
| 11/13/2025 | S008120647 |

ORDER TO:

BR201 ONESOURCE DISTRIBUTORS
2001 MARINA BLVD
SAN LEANDRO, CA 94577-3204
510-877-9850 Fax



QUOTE TO:

TULUM INNOVATIVE ENGINEERING INC
3101 HYDE STREET
OAKLAND, CA 94601

SHIP TO:

TULUM SYSTEMS (SHOP)
3101 HYDE STREET
OAKLAND, CA 94601

| CUSTOMER NUMBER | CUSTOMER ORDER NUMBER | RELEASE NUMBER | SALESPERSON |
|---|---|---|---|
| 188291 | | | JON JEFFERIS |

| WRITER | SHIP VIA | TERMS | SHIP DATE | FREIGHT EXEMPT |
|---|---|---|---|---|
| JJEFFERI | SL TRUCK-07 | NET 30 DAYS | 11/13/2025 | No |

| NUM | ORDER QTY | DESCRIPTION | UNIT PRICE | EXT PRICE |
|---|---|---|---|---|
| 1 | 8ea | ^GARDCO<br>121-16L-530-NW-G4-4-EBPC-120-BL-IM<br>RI2-PCBMGY<br>Only 16L up to 700mA can be used<br>with battery backup (EBPC)<br>configuration.<br>TAXES NOT INCLUDED | 1020.225/ea | 8161.80 |

THIS IS A QUOTATION
Prices are subject to change without notice.
APPLICABLE TAXES EXTRA!

| | |
|---|---|
| Subtotal | 8161.80 |
| S&H Charges | 0.00 |
| Amount Due | 8161.80 |

**All transactions, quotations, bids and proposals are subject to and exclusively governed by and shall be expressly limited to and conditioned upon OneSource Distributors, LLC full Terms and Conditions of Sale, (including any return policies), which may be attached and/or located at: www.1sourcedist.com/terms. Any additional, different, contrary, or conflicting terms in the Buyer's purchase order, order form, or other documents, are deemed to be material alterations and notice of objection and rejection to them is hereby deemed given**

** Continued on Next Page *

# Quotation

2001 MARINA BLVD
SAN LEANDRO, CA 94577-3204
510-877-9850 Fax

| QUOTE DATE | QUOTE NUMBER |
|---|---|
| 11/13/2025 | S008120647 |

| ORDER TO: | PAGE NO. |
|---|---|
| BR201 ONESOURCE DISTRIBUTORS<br>2001 MARINA BLVD<br>SAN LEANDRO, CA 94577-3204<br>510-877-9850 Fax | 2 of 2 |

QUOTE TO:

TULUM INNOVATIVE ENGINEERING INC
3101 HYDE STREET
OAKLAND, CA 94601

SHIP TO:

TULUM SYSTEMS (SHOP)
3101 HYDE STREET
OAKLAND, CA 94601

| CUSTOMER NUMBER | CUSTOMER ORDER NUMBER | RELEASE NUMBER | SALESPERSON | |
|---|---|---|---|---|
| 188291 | | | JON JEFFERIS | |
| **WRITER** | **SHIP VIA** | **TERMS** | **SHIP DATE** | **FREIGHT EXEMPT** |
| JJEFFERI | SL TRUCK-07 | NET 30 DAYS | 11/13/2025 | No |

Terms and Conditions of Sale for Quotes
A. Seller assumes no responsibility whatsoever for any interpretation of bid documents, plans, or specifications provided to Seller (i.e., customer shall be solely responsible for ensuring interpretation of such documents, plans and/or specifications and for conformity and appropriateness of all goods and services ordered in comparison to same).
B. Prices are subject to change at any time prior to shipment unless otherwise agreed in writing signed by an authorized Seller representative.
C. Pricing and estimated delivery dates are based solely on the quantities and specific products and/or scope of services identified in this quote. Seller may refuse, terminate, or change pricing, estimated dates, and other terms of its offer if customer requests changes or deviations from the original quote. Unless an authorized Seller representative accepts customer's proposed deviations in an explicit signed agreement modifying this quotation, any such proposed deviations are automatically rejected, void, and of no force or effect.
D. Quotation does not include special mounting or installation hardware, equipment options, accessories, samples, spares, or mock-up equipment unless otherwise noted.
E. Seller is not responsible for the design of the project or any goods supplied.
F. Seller reserves the right to increase the pricing quoted herein to account for force majeure events, the imposition of new or increased tariffs, shipping costs, import/export fees, duties, customs, or taxes, currency fluctuations, or increases in commodity or market pricing.
G. Pre-shipment of anchor bolts is plus freight.
H. Where applicable, fabrication and shipment of goods can only be made after Seller receives the following: (i) purchase order conforming to this Quotation, (ii) customer's verification and approval of technical information, (iii) approved Submittal Drawings, and (iv) credit approval.
I. Lead times are strictly estimates. Seller is not responsible for ship dates beyond estimated dates unless Seller's President or VP Finance otherwise explicitly agrees in a signed writing as part of this Quotation and then only to the extent so agreed.
J. All orders are FCA Shipping Point, prepaid and billed, unless otherwise noted in quote.
K. Logistic solutions, storage, handling, kitting, expedited or special delivery, testing, including, but not limited to, infrared scanning and NETA testing, spares, start-up, installation, commissioning, arc flash studies, and other services are excluded unless otherwise specified in this quote. Please contact your Seller representative for additional information on any such services if desired.
L. This quotation and all related transactions are also subject to the applicable manufacturer's published warranties, including all applicable disclaimers, exclusions, and limitations.
M. This quotation constitutes Seller's confidential information, and customer shall not share or distribute this quotation to third parties other than to the extent reasonably necessary to process the transactions contemplated herein with Seller.
N. Unless otherwise expressly agreed in a separate writing signed by Seller's President or VP Finance, Seller does not agree and is not subject to any contractual flow-down or pass-through terms from customer, including, but not limited to, DFARs, FARs, Prime Contracts, Minority Business requirements, Buy America Act, etc.

TULUM INNOVATIVE ENGINEER...
847907

← Cart

*Cart #: 578967*

## Order Summary

| | |
|---|---|
| Items: | 2 |
| Subtotal: | $761.96 |

Final price, taxes, and other fees calculated on the checkout page

**10 AWG THHN/THWN-2 Stranded Copper, Black, 500'**

Item #: 68873 Cat #: THHN10STRBLK500RL UPC: 980100230005

Qty: 1500

**$446.33**

$0.30 FT

San Leandro #2831

**3,500 in stock**

1,959,549 Company wide

− 1500 +

IDEAL

**Terminal Strip, 12-Pole, 22-10 AWG**

Item #: 59214 Cat #: 89-212 UPC: 783250892129

Qty: 8

**$315.62**

$39.45 EA

San Leandro #2831

**0 in stock**

294 Company wide

− 8 +

| CAHILL CONTRACTORS PRICING SHEET | | | Item: | RFI 040 Added exterior lights | | | | | | Carpenter: | $73.09 | /mhr | | CE-054 | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Project: 0583-01 OUSD FREMONT HIGH SCHOOL | | | | | | | | | | Laborer: | $42.81 | /mhr | | | |
| Estimate Phase: | | | | | | Date: | 3/16/26 | | | Escalation: | 3.32% | after 7/1/26 | | | |
| Summary by: MM | | | | | | Checked by: | | | | Burden: | 100.00% | | | | |
| | | | Equip | | Mat'l | | Production | $/mhr | Labor | | Labor | | | | |
| Description | Quantity | Unit | Unit $ | Equip $ | Unit $ | Mat'l $ | Labor Rate | Mhr Rate | Unit $ | Labor $ | Escalation $ | Burden $ | Total $ | Comments | Manhours |
| Install fluid applied flashing at new jboxes | 4 | HRS | | 0 | | 0 | 1.0 | 73.09 | 73.09 | 292.36 | | 292.36 | 585 | | 4.0 |
| Materials - Liquid flashing + consumables | 0 | LS | | 0 | | 754 | 0.0 | 42.81 | 0.00 | 0.00 | | 0.00 | 0 | | |
| Parking | 0 | days | | - | | 0 | | | | | | | 0 | | |
| **Subtotal** | | | | **0** | | **754** | | | | **292** | **0** | **292** | **585** | | **4** |
| | | | | | | | | | | | | Horiz. Proof: | 1,339 | man days | 1 |
| | | | | | | | | | | | | | | man weeks | 0 |
| | | | | | | | | | | | | | | man months | 0 |

**Cahill Contractors LLC**
425 California Street, Suite 2200
San Francisco, California 94104
P: (415) 986-0600

**Project: 0583-01 OUSD FREMONT - BLDG A MODERNIZATION & NEW PARKING LOT**
4610 Foothill Blvd / 4529 Foothill Blvd
Oakland, California 94601

# RFI #40-Phase2: Clarification on Exterior Lights at Modulars

| | | | |
|---|---|---|---|
| **Revision** | 0 | **Status** | Closed on 11/03/25 |
| **To** | Eleni Antonelli (HIBSER YAMAUCHI ARCHITECTS, INC.)<br>Craig Durand (HIBSER YAMAUCHI ARCHITECTS, INC.)<br>Neethi Joseph (HIBSER YAMAUCHI ARCHITECTS, INC.) | **From** | Will Nethercutt (CAHILL CONTRACTORS) |
| **Date Initiated** | Sep 26, 2025 | **Due Date** | Oct 3, 2025 |
| **Location** | | | |
| **Cost Impact** | | **Schedule Impact** | |
| **Spec Section** | | | |
| **Drawing Number** | 2-E0.01, 2-E2.01 | **Reference** | |
| **Linked Drawings** | 2-E0.01, 2-E2.01 | | |
| **Copies To** | Eleni Antonelli (HIBSER YAMAUCHI ARCHITECTS, INC.), Diego Baron (CAHILL CONTRACTORS), JaQuan Cornish (OAKLAND UNIFIED SCHOOL DISTRICT), Ken DeCarlo , Neethi Joseph (HIBSER YAMAUCHI ARCHITECTS, INC.), Justin Mapalo , Megan McDevitt (CAHILL CONTRACTORS), Chris Mendez (CAHILL CONTRACTORS), Nick Misakian (CAHILL CONTRACTORS), Will Nethercutt (CAHILL CONTRACTORS), Christina Stone (OAKLAND UNIFIED SCHOOL DISTRICT) | | |
| **Priority** | 3 - Standard | **Sub RFI#** | |
| **Posted to Drawings** | Yes | | |

## Activity

**Question**

**Question from Will Nethercutt CAHILL CONTRACTORS** *on Friday, Sep 26, 2025 at 01:31 PM PDT*

Ref: 2-E0.01, 2-E2.01, 2-E1.0-PS, 2-E1.1-PS, 2-E1.2-PS

Drawings 2-E0.01 shows the fixture schedule which includes a fixtured listed as BE. This fixture is not shown anyway on the plans.

1. Please indicate where this fixture is to be installed or confirm that it is not needed.

Drawing 2E2.01 shows a number of exterior wall mounted emergency light fixtures on the exterior of the modulars. No callout indicates what these fixtures are, and they do not match the quantity and placement of the exterior emergency light fixtures shown on the modular electrical plans.

2. Please indicate if the highlighted fixtures on SK-02 are provided by Global Modular and Cahill is to provide connection only.

3. Please indicate if these are the same fixtures shown on the Global Modular Drawings or if these are in addition to those lights highlighted on SK-03 - SK-05

**Attachments**
RFI 40 - Phase 2 - Clarification on Exterior Lighting at Modulars.pdf

**Official Response**

**Response from Will Nethercutt CAHILL CONTRACTORS** *on Monday, Nov 3, 2025 at 07:54 AM PST*

Approved CCD attached for reference.

**Attachments**
Phase 2 - CCD #8B - Added Exterior Lights on Modulars.pdf

**Official Response**

**Response from Eleni Antonelli HIBSER YAMAUCHI ARCHITECTS, INC.** *on Friday, Oct 31, 2025 at 01:51 PM PDT*

The District has requested to include three additional exterior lights at Building 6000. Please see draft CCD-008B attached.

**Attachments**
5983 Fremont HS -RFI#40-phase2-clarification_on_exterior_lights_at_modulars_HY Rev. Response.pdf

**Official Response**

**Response from Eleni Antonelli HIBSER YAMAUCHI ARCHITECTS, INC.** *on Thursday, Oct 2, 2025 at 04:11 PM PDT*

1. Fixtures are Type BE as shown on the fixture schedule.
2. The light fixtures highlighted on SK-02 are to be provided and connected by Cahill. Global modular will be providing the elec. boxes and routing.
3. The fixtures on SK-02 are in addition to the ones provided by Global Modular.
Additionally, the District is considering including additional exterior lighting at Building 6000. HY to notify Cahill once there is a formal direction from the District.

**Attachments**
5983 Fremont HS -RFI#40-phase2-clarification_on_exterior_lights_at_modulars_HY RESPONSE.pdf

**All Replies**

**Response from Will Nethercutt CAHILL CONTRACTORS** *on Monday, Nov 3, 2025 at 07:54 AM PST*

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DSA **140**

# APPLICATION FOR SUBMITTAL OF POST-APPROVAL DOCUMENT

This application is for submittal of documents, after the initial approval of the project (post-approval documents), that require Division of the State Architect (DSA) review and approval.This form shall be completed by the Design Professional in General Responsible Charge of the project, in accordance with California Code of Regulations, Title 24, Part 1, Sections 4-317, 4-323 and 4-338 and in compliance with DSA IR A-6: Construction Change Document Submittal and Approval Process.

DSA documents referenced within this form are available on the DSA Forms or DSA Publications webpages.

**1. SUBMITTAL TYPE: (Is this a resubmittal? Yes ☐ No ☑)**

| Deferred Submittal ☐ | Addendum Number: | Revision Number: | CCD Number: 008 | Category A ☐ or B ☑ |
|---|---|---|---|---|

**2. PROJECT INFORMATION:**

| | |
|---|---|
| School District/Owner: Oakland Unified School District | DSA File Number: 1 H8 |
| Project Name/School: Fremont HS Modernization Modular Buildings | DSA Application Number 01 121860 |

**3. APPLICANT INFORMATION:**

| | | | |
|---|---|---|---|
| Date Submitted: 11/03/25 | Attached Pages? No ☐ Yes ☑ Number of pages? 2 | | |
| Firm Name: Hibser Yamauchi Architects | Contact Name: Eleni Antonelli | | |
| Work Email: eantonelli@hy-arch.com | Work Phone: (510) 446-2222 | | |
| Firm Address: 300 27th St. | City: Oakland | State: CA | Zip Code: 94612 |

**4. REASON FOR SUBMITTAL: (Check applicable boxes)**

☐ For revision or addendum prior to construction.

☑ For a project currently under construction.

☐ For a project that has a form *DSA 301-N: Notification of Requirement for Certification*, *DSA 301-P: Posted Notification of Requirement for Certification* or a 90-Day Letter issued.

☐ To obtain DSA approval of an existing uncertified building or buildings.

☐ For Category B CCD this is: ☐ a voluntary submittal, ☐ a DSA required submittal (attach DSA notice requiring submission).

**5. DESIGN PROFESSIONAL IN GENERAL RESPONSIBLE CHARGE:**

Name of the Design Professional In General Responsible Charge: Craig Durand

Professional License Number: C-33859 Discipline: Architecture

**Design Professional in General Responsible Charge Statement:** The attached post-approval documents have been examined by me for design intent and appear to meet the appropriate requirements of Title 24, California Code of Regulations and the project specifications. They are acceptable for incorporation into the construction of the project.

**Signature:** _____

*DESIGN PROFESSIONAL IN GENERAL RESPONSIBLE CHARGE*

**6. CONFIRMATION, DESCRIPTION AND LISTING OF DOCUMENTS:**

For addenda, revisions, or CCDs: CHECK THIS BOX ☑ to confirm that *all* post-approval documents have been stamped and signed by the Responsible Design Professional listed on form *DSA 1: Application for Approval of Plans and Specifications* for this project. (For *Deferred Submittals*, refer to *IR A-18: Use of Construction Documents Prepared by Other Professionals,* and *IR A-19: Design Professional's Signature and Seal (Stamp) on Construction Documents*, when applicable, for signature and seal requirements.)

Provide a brief description of construction scope for this post-approval document (attach additional sheets if needed):

Addition of three additional exterior lights at Building 6000 to provide better lighting at rear and walkway of that Building.

List of DSA-approved drawings affected by this post-approval document:

2-E0.01, 2-E2.01

**DSA USE ONLY**

SSS_____ Date_____ ☐Approved ☐Disapproved ☐Not Required

Comments:_____

FLS_____ Date_____ ☐Approved ☐Disapproved ☐Not Required

Comments:_____

ACS_____ Date_____ ☐Approved ☐Disapproved ☐Not Required

Comments:_____

| Returned | DSA STAMP |
|---|---|
| Date: | |
| By: | |

0 5' 50' — GRAPHIC SCALES: 1/16" = 1'-0"
0 5' 25' — 1/8" = 1'-0"
0 1' 12' — 1/4" = 1'-0"
0 1' 6' — 1/2" = 1'-0"
0 4' — 3/4" = 1'-0"
0 1' 3' — 1" = 1'-0"
0 2' — 1 1/2" = 1'-0"
0 1' — 3" = 1'-0"

IF THIS SHEET IS NOT 30"x42" , IT IS A REDUCED PRINT; SCALE ACCORDINGLY

## FIXTURE SCHEDULE

| TYPE | MANUFACTURER AND CATALOG NUMBER | LAMP TYPE, WATTAGE AND VOLTAGE | DESCRIPTION | WEIGHT | MOUNTING DETAIL |
|---|---|---|---|---|---|
| A | WILLIAMS #AVX-4-L36-835-CPC-OCCWS-FS-505-PP-DIM-UNV | 57 WATTS LED 120V | 11" WIDE X 4' LONG LED SURFACE MOUNT FIXTURE WITH INTEGRAL OCCUPANCY SENSOR | 20 LBS | 7/2-E0.03 |
| AE | WILLIAMS #AVX-4-L36-835-CPC-OCCWS-FS-505-PP-DIM-UNV-EM | 57 WATTS LED 120V | SAME AS TYPE A EXCEPT WITH 90 MINUTE EMERGENCY BATTERY PACK | 20 LBS | 7/2-E0.03 |
| CCD-008 BE | GARDCO #121-32L-530-NW-G4-4-EBPC-120-IRMI2-PCB-MGY | 52 WATTS LED 120V | WALL MOUNT EXTERIOR FIXTURE WITH TYPE 4 DISTRIBUTION, EMERGENCY BATTERY PACK, PHOTOCELL, IRMI2 MOTION SENSOR, MEDIUM GRAY FINISH | 15 LBS | 8/2-E0.03 |

# GENERAL ELECTRICAL NOTES

1. ELECTRICAL CONTRACTOR IS TO PROVIDE LABOR, MATERIALS, TRANSPORTATION, EQUIPMENT, RELATED HAND TOOLS, SPECIAL AND OCCASIONAL SERVICES TO CONSTRUCT AND INSTALL THE COMPLETE ELECTRICAL SYSTEM AS SPECIFIED AND SHOWN ON THE PLANS.
2. MOUNTING HEIGHTS SHALL BE A MAXIMUM +48" TO TOP OF BOX OR MINIMUM 15" TO BOTTOM OF BOX PER CBC 1142A. ALL MOUNTING HEIGHTS SHALL BE AS SHOWN ON SYMBOL LIST UNLESS OTHERWISE NOTED ON DRAWINGS.
3. BONDING JUMPERS SHALL BE INSTALLED TO INSURE CONTINUITY WHERE CONDUIT CONNECTIONS AT CONCENTRIC KNOCKOUTS ARE TO SERVE AS A GROUND.
4. PROVIDE GREEN THWN COPPER GROUND WIRE FROM PANELBOARD GROUND BUS TO ALL BRANCH CIRCUITS.
5. THE ELECTRICIAN SHALL CHECK THE TIGHTNESS OF ALL PANELBOARD BUSES AND CIRCUIT BREAKER LUGS. COMPLETELY VACUUM AND CLEAN INTERIOR OF EQUIPMENT PRIOR TO TURN OVER TO THE OWNER.
6. ALL NEW AND EXISTING PANELBOARDS AND SWITCHBOARDS SHALL BE PROVIDED WITH NEW TYPEWRITTEN DIRECTORIES TO IDENTIFY THE LOCATION OF EACH LOAD SERVED.
7. ALL EQUIPMENT SHALL BE U.L. LISTED AND INSTALLED AS PER LISTING OR LABELING (I.E. MAX. FUSE SIZES MEAN FUSE PROTECTION REQUIRED).
8. REFER TO ARCHITECTURAL DRAWINGS FOR ACTUAL LAYOUTS OF ALL LIGHTING FIXTURES AND EQUIPMENT.
9. CONTRACTOR TO COORDINATE ALL NEW WORK WITH ALL OTHER TRADES FOR A SMOOTH FLOW OF INSTALLATION WORK.
10. ELECTRICAL CONTRACTOR SHALL BE RESPONSIBLE FOR DAMAGES TO ALL WALLS, FLOORS AND CEILINGS INCURRED DURING ELECTRICAL CONSTRUCTION. IF DAMAGE OCCURS DURING ELECTRICAL CONSTRUCTION, THE ELECTRICAL CONTRACTOR SHALL COORDINATE WITH GENERAL CONTRACTOR TO PATCH, PAINT AND REPAIR TO MATCH EXISTING CONDITIONS.
11. COORDINATE EQUIPMENT LOCATIONS AND ELECTRICAL REQUIREMENTS OF ALL EQUIPMENT REQUIRING ELECTRICAL HOOK-UP WITH CONTRACTOR RESPONSIBLE FOR PROVIDING EQUIPMENT AND EQUIPMENT MANUFACTURER DATA SHEETS.
12. COORDINATE ELECTRICAL OUTLET LOCATIONS WITH ARCHITECTURAL ELEVATIONS (I.E. CABINETRY). AVOID ALL COUNTER SUPPORTS, AND LOCATIONS BEHIND INACCESSIBLE FIXED CABINETS.
13. UPON COMPLETION OF THE INSTALLATION OF THE FIRE PROTECTIVE SIGNALING EQUIPMENT, A SATISFACTORY TEST OF THE ENTIRE SYSTEM SHALL BE MADE IN THE PRESENCE OF THE ENFORCING FIRE AGENCY.
14. ALL CORRIDOR AND EXTERIOR WALL PENETRATIONS FOR PIPES, CONDUITS, ETC., IN WALLS REQUIRING PROTECTED OPENINGS SHALL BE FIRE STOPPED. FIRE STOP MATERIAL SHALL BE A TESTED ASSEMBLY APPROVED BY THE CALIFORNIA STATE FIRE MARSHAL.
15. ELECTRICAL CONTRACTOR SHALL REVIEW MECHANICAL AND PLUMBING CONTRACT DRAWINGS AND VERIFY ALL MECHANICAL EQUIPMENT LOCATIONS, MOTOR SIZES AND CONTROL WIRING REQUIREMENTS WITH MECHANICAL CONTRACTOR AND MECHANICAL EQUIPMENT SUPPLIERS AND MANUFACTURERS PRIOR TO INSTALLATION OF ELECTRICAL CONNECTIONS.
16. RECEPTACLES SHALL NOT BE INSTALLED BACK TO BACK AND SHALL BE SPACED 24" APART. WHERE RECEPTACLES CANNOT BE SPACED 24" APART, PROVIDE 3M FIRE RATED PUTTY PADS TO MATCH WALL FIRE RATING.
17. PROVIDE AN ISOLATED GROUND WIRE IN ADDITION TO NORMAL EQUIPMENT GROUND IN ALL COMPUTER DEDICATED CIRCUITS.
18. ALL CONTROL DEVICES TO BE USED BY THE OCCUPANT OF THE ROOM OR AREA SHALL BE INSTALLED AT A MINIMUM OF 36" C/L, TO A MAXIMUM OF 48" TO TOP OF BOX FROM THE FINISHED FLOOR.
19. ELECTRICAL DRAWINGS ARE DIAGRAMMATIC AND ALTHOUGH THE SIZE AND LOCATIONS OF EQUIPMENT IS SHOWN TO SCALE WHEREVER POSSIBLE, CONTRACTOR SHALL MAKE USE OF MANUFACTURER'S OR OWNER'S DATA AVAILABLE AND/OR VERIFY DATA IN THE FIELD FOR PROVIDING AND INSTALLING CORRECT CABLE LENGTHS.
20. ALL EQUIPMENT MUST BE LISTED, LABELED, OR CERTIFIED BY A NATIONAL RECOGNIZED TESTING LABORATORY (NRTL).
21. ELECTRICAL CONTRACTOR SHALL COORDINATE WITH ALL TRADES TO KEEP ELECTRICAL ROOMS EXCLUSIVELY DEDICATED TO PANELBOARDS, SIGNAL AND OTHER ELECTRICAL EQUIPMENT. NO PLUMBING, PIPING OR MECHANICAL DUCTS SHALL RUN OVER ELECTRICAL PANEL OR OTHER ELECTRICAL EQUIPMENT PER C.E.C. 110-26(f).
22. ALL SWITCHES AND RECEPTACLES SHALL BE PROVIDED WITH 'BROTHER' LABELING SYSTEM TO IDENTIFY THE PANEL AND CIRCUIT NUMBER OF EACH OUTLET. COLOR TO BE 3/8" HIGH BLACK ON TRANSPARENT TAPE.
23. ALL CABINETS, DISCONNECT SWITCHES, PULLBOXES, AND TERMINAL BOXES SHALL BE PROVIDED WITH LABELING SYSTEM TO IDENTIFY THE PANEL AND ITS USE. SEE SPECIFICATIONS FOR REQUIREMENTS.
24. MAINTAIN "AS-BUILT" RECORDS AT ALL TIMES, SHOWING EXACT LOCATION OF ALL UNDERGROUND AND/OR CONCEALED CONDUITS AND SERVICES INSTALLED UNDER THIS CONTRACT, INCLUDING CIRCUIT IDENTIFICATION WHERE APPLICABLE. PROVIDE OWNER WITH "AS-BUILT" DOCUMENTS AS INDICATED IN THE PROJECT MANUAL.
25. DRAWINGS INDICATE THE LOCATION OF DEVICES, FIXTURES AND EQUIPMENT AND THE CIRCUIT NUMBER AND PANEL DESIGNATION WHICH SUPPLIES THEM. THE CONTRACTOR SHALL VERIFY WITH ARCHITECT/VENDORS AND COORDINATE ALL LOCATIONS PRIOR TO INSTALLATION. CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLETELY CONNECTING ALL ELECTRICAL DEVICES TO CIRCUITS INDICATED ON THE DRAWINGS.
26. ALL EQUIPMENT GROUNDING SHALL CONFORM TO ARTICLE 250 OF THE NATIONAL ELECTRIC CODE, LATEST EDITION.
27. ALL EXTERIOR CONDUIT ABOVE GRADE INCLUDING ALL ROOF MOUNTED CONDUIT, SHALL BE RIGID GALVANIZED STEEL, U.O.N. COAT ALL EXPOSED THREADS WITH GALVANIZING PAINT.
28. ALL CONDUIT SHALL BE CONCEALED, UNLESS OTHERWISE NOTED.
29. ALL UNDERGROUND CONDUIT RUNS SHALL BE SEALED TO PREVENT GAS/MOISTURE ENTERING THE PIPE PER ARTICLE 230-8, 300.5 AND 300.5OE.
30. PROVIDE EXPANSION FITTINGS AND/OR CONDUIT FLEX TO CONDUITS PASSING THROUGH STRUCTURAL EXPANSION JOINT SYSTEM. VERIFY/COORDINATE WITH ARCHITECT FOR LOCATION.
31. ALL SIGNAL WIRING/CABLING(TELEPHONE/INTERCOM/DATA/FIRE ALARM/CATV/INTRUSION ALARM SYSTEMS) SHALL BE NEATLY TERMINATED WITH TERMINAL BLOCKS AND LABELED WITH WIRE MARKERS AT ITS CABINETS/PANELS.
32. ALL RACEWAY PASSING THROUGH EXPANSION JOINT AREA SHALL BE PROVIDED WITH EXPANSION JOINT FITTINGS AND/OR FLEX CONDUIT AS REQUIRED.
33. ALL FIXTURES WITH EMERGENCY BATTERY PACK SHALL BE PROVIDED WITH UNSWITCHED HOT.
34. ALL EXTERIOR MOUNTED GFI RECEPTACLE OUTLETS TO BE PROVIDED WITH LOCKABLE COVERS, TAYMAC MX3200.
35. FOR POWER AND LIGHTING CIRCUITS, CONTRACTOR SHALL PROVIDE SEPARATE NEUTRAL FOR EACH CIRCUIT IN THE RACEWAY OR PROVIDE BREAKER TIES TO MEET NEC CODE 210.4.
36. ALL EQUIPMENT/COMPONENTS/DEVICES INSTALLED OUTDOOR SHALL BE U.L. LISTED FOR WET LOCATION.
37. THE CONTRACTOR SHALL VERIFY WITH THE ARCHITECTURAL DRAWINGS ALL LOCATIONS AND DIMENSIONS OF DEVICES/EQUIPMENT PRIOR TO ROUGH-IN.
38. ALL EXIT SIGNS SHALL COMPLY WITH SECTIONS 1013 OF THE C.B.C.
39. ALL DIVISION 15 EQUIPMENT LOW VOLTAGE CONTROL WIRING SHALL BE PROVIDED AND INSTALLED BY DIVISION 15 U.O.N. PROVIDE CONDUIT WHERE REQUIRED BY DIV 25.
40. COORDINATE INSTALLATION OF ALL RECESSED LIGHT FIXTURES WITH DIVISION 15 PRIOR TO INSTALLATION OF HVAC DUCTS AND SPRINKLER HEADS. ENSURE AFTER INSTALLATION OF FIXTURES THAT THERE IS NO CONTACT BETWEEN DUCTS AND FIXTURES TO AVOID VIBRATION IN FIXTURES.
41. ALL CONDUIT STUB OUTS AND CONDUITS TERMINATING TO A J-BOX, CABINET, AND THE LIKE SHALL BE PROVIDED WITH INSULATED THROAT. BOX OR CABINET COVER SHALL BE LABELED AS TO USE.
42. MEP COMPONENT ANCHORAGE NOTES:

ALL MECHANICAL, PLUMBING, AND ELECTRICAL COMPONENTS SHALL BE ANCHORED AND INSTALLED PER THE DETAILS ON THE DSA APPROVED CONSTRUCTION DOCUMENTS. THE FOLLOWING COMPONENTS SHALL BE ANCHORED OR BRACED TO MEET THE FORCE AND DISPLACEMENT REQUIREMENTS PRESCRIBED IN THE 2022 CBC, SECTIONS 1617A.1.18 THROUGH 1617A.1.26 AND ASCE 7-16 CHAPTER 13, 26 AND 30.

1. ALL PERMANENT EQUIPMENT AND COMPONENTS.
2. TEMPORARY OR MOVABLE EQUIPMENT THAT IS PERMANENTLY ATTACHED (E.G. HARD WIRED) TO THE BUILDING UTILITY SERVICES SUCH AS ELECTRICITY, GAS OR WATER. 'PERMANENTLY ATTACHED' SHALL INCLUDE ALL ELECTRICAL CONNECTIONS EXCEPT PLUGS FOR 110/220 VOLT RECEPTACLES HAVING FLEXIBLE CABLE.
3. TEMPORARY, MOVABLE OR MOBILE EQUIPMENT WHICH IS HEAVIER THAN 400 POUNDS OR HAS A CENTER OF MASS LOCATED 4 FEET OR MORE ABOVE THE ADJACENT FLOOR OR ROOF LEVEL THAT DIRECTLY SUPPORT THE COMPONENT IS REQUIRED TO BE RESTRAINED IN A MANNER APPROVED BY DSA.

THE FOLLOWING MECHANICAL AND ELECTRICAL COMPONENTS SHALL BE POSITIVELY ATTACHED TO THE STRUCTURE BUT NEED NOT DEMONSTARTE DESIGN COMPLIANCE WITH THE REFERENCES NOTED ABOVE. THESE COMPONENTS SHALL HAVE FLEXIBLE CONNECTIONS PROVIDED BETWEEN THE COMPONENT AND ASSOCIATED DUCTWORK, PIPING AND CONDUIT. FLEXIBLE CONNECTIONS MUST ALLOW MOVEMENT IN BOTH TRANSVERSE AND LONGITUDINAL DIRECTIONS:

A. COMPONENTS WEIGHING LESS THAN 400 POUNDS AND HAVE A CENTER OF MASS LOCATED 4 FEET OR LESS ABOVE THE ADJACENT FLOOR OR ROOF LEVEL THAT DIRECTLY SUPPORT THE COMPONENT.
B. COMPONENTS WEIGHING LESS THAN 20 POUNDS OR IN THE CASE OF DISTRIBUTED SYSTEMS, LESS THAN 5 POUNDS PER FOOT, WHICH ARE SUSPENDED FROM A ROOF OR FLOOR OR HUNG FROM A WALL.

THE ANCHORAGE OF ALL MECHANICAL, ELECTRICAL AND PLUMBING COMPONENTS SHALL BE SUBJECT TO THE APPROVAL OF THE DESIGN PROFESSIONAL IN GENERAL RESPONSIBLE CHARGE OR STRUCTURAL ENGINEER DELEGATED RESPONSIBILITY AND ACCEPTANCE BY DSA. THE PROJECT INSPECTOR WILL VERIFY THAT ALL COMPONENTS AND EQUIPMENT HAVE BEEN ANCHORED IN ACCORDANCE WITH ABOVE REQUIREMENTS.

PIPING, DUCTWORK, AND ELECTRICAL DISTRIBUTION SYSTEM BRACING NOTE

PIPING, DUCTWORK AND ELECTRICAL DISTRIBUTION SYSTEMS SHALL BE BRACED TO COMPLY WITH THE FORCES AND DISPLACEMENTS PRESCRIBED IN ASCE 7-16 SECTION 13.3 AS DEFINED IN ASCE 7-16 SECTIONS 13.6.5, 13.6.6, 13.6.7, 13.6.8; AND 2022 CBC, SECTIONS 1617A.1.24, 1617A.1.25, AND 1617A.1.26.

THE METHOD OF SHOWING BRACING AND ATTACHMENTS TO THE STRUCTURE FOR THE IDENTIFIED DISTRIBUTION SYSTEM ARE AS NOTED BELOW. WHEN BRACING AND ATTACHMENTS ARE BASED ON A PREAPPROVED INSTALLATION GUIDE (E.G. OSHPD OPM FOR 2013 CBC OR LATER), COPIES OF THE BRACING SYSTEM INSTALLATION GUIDE OR MANUAL SHALL BE AVAILABLE ON THE JOBSITE PRIOR TO THE START OF AND DURING THE HANGING AND BRACING OF THE DISTRIBUTION SYSTEMS. THE STRUCTURAL ENGINEER OF RECORD SHALL VERIFY THE ADEQUACY OF THE STRUCTURE TO SUPPORT THE HANGER AND BRACE LOADS.

MECHANICAL PIPING (MP), MECHANICAL DUCTS (MD), PLUMBING PIPING (PP), ELECTRICAL DISTRIBUTION SYSTEMS (E):

MP☐ MD☐ PP ☐ E☒ - OPTION 1: DETAILED ON THE APPROVED DRAWINGS WITH PROJECT SPECIFIC NOTES AND DETAILS.

MP☐ MD☐ PP ☐ E☐ - OPTION 2: SHALL COMPLY WITH THE APPLICABLE OSHPD PRE-APPROVAL (OPM #0043-13, 0052-13, 0063-13 AND SHALL BE KEPT ONSITE DURING CONSTRUCTION.

# ELECTRICAL SYMBOL LIST

NOTE: DASHED SYMBOLS ON PLANS DENOTE EXISTING DEVICES

- LIGHT FIXTURE - SEE FIXTURE SCHEDULE
- EMERGENCY LIGHT FIXTURE WITH BATTERY PACK - SEE FIXTURE SCHEDULE
- WALL MOUNTED LIGHT FIXTURE - SEE FIXTURE SCHEDULE
- S — 1PST LIGHT SWITCH +48" U.O.N.
- $S_3$ — 3-WAY LIGHT SWITCH, +48" TO TOP OF BOX U.O.N.
- $S_K$ — KEYED LIGHT SWITCH +48" TO TOP OF BOX U.O.N.
- (OS) — CEILING MOUNT DUAL TECHNOLOGY OCCUPANCY SENSOR, WATTSTOPPER LMDC-100
- M1 — WALL MOUNT OCCUPANCY SENSOR, +48" TO TOP OF BOX
- M2 — DIMMING SWITCH WITH OCC SENSOR, LUTRON MS-Z101-XX
- 20A, 125V, 3W GROUNDING TYPE DUPLEX RECEPTACLE, +18" U.O.N.
- 20A, 125V, 4W DUPLEX RECEPTACLE, CEILING MOUNTED
- 20A, 125V, 3W GROUNDING TYPE, FOURPLEX RECEPTACLE, +18" U.O.N.
- 20A, 125V, 3W GROUNDING TYPE DUPLEX RECEPTACLE, MOUNTED HORIZONTALLY
- 20A, 125V DUPLEX GFI RECEPTACLE, +18" U.O.N.
- 20A, 125V DUPLEX GFI RECEPTACLE WITH ONE SWITCHED PLUG
- SPECIAL RECEPTACLE AS REQUIRED BY EQUIPMENT SPECIFIED
- J — JUNCTION BOX, CEILING OR WALL MOUNTED - SIZED PER CODE
- C — DATA JUNCTION BOX FOR SECURITY CAMERA. WP INDICATES WEATHERPROOF
- AV — AV WALL PLATE
- IN — AV INPUTS
- VL — AV VOICE LIFT
- S — AV SPEAKER
- DUPLEX DATA OUTLET +18" U.O.N.
- FOURPLEX OUTLET +18" U.O.N.
- TELEPHONE OUTLET +48" TO TOP OF BOX
- WIRELESS ACCESS POINT
- INTERCOM SYSTEM CLOCK/SPEAKER UNIT
- S — PAGING SPEAKER - CEILING OR WALL MOUNTED, WP INDICATES WEATHERPROOF
- DISCONNECT SWITCH - FUSED AS REQUIRED, WEATHERPROOF FOR OUTDOORS, SIZED PER MANUFACTURER'S REQUIREMENTS
- MOTOR CONNECTION
- $S^T$ — THERMAL OVERLOAD SWITCH
- SM — MANUAL MOTOR STARTING SWITCH, HORSE POWER RATED WITH OVERLOADS
- EXISTING CONDUIT
- BRANCH CIRCUIT CONDUIT CONCEALED IN WALL OR CEILING
- BRANCH CIRCUIT CONDUIT CONCEALED UNDER FLOOR OR UNDERGROUND
- HOMERUN TO PANELBOARD OR OTHER TERMINATION POINT
- STUB CONDUIT TO ACCESSIBLE SPACE
- CONDUIT UP
- CONDUIT DOWN

ANY BRANCH CIRCUIT CONDUIT SHALL BE MINIMUM 3/4"C - 2#12, 1#12 GREEN GROUND UNLESS OTHERWISE NOTED. FOR A GREATER NUMBER OF #12 WIRES: ( ═╫═ = 3/4"C - 3#12, 1#12G) ETC. FOR WIRE SIZES OTHER THAN #12: ( ═╫═ #8 = 3#8, 1#12G), (GROUND SIZED PER CEC, IN CODE SIZE CONDUIT) ETC.

- (E) EXISTING
- (N) NEW
- AL ALUMINUM
- ANN ANNUNCIATOR
- CL CENTERLINE
- CR CLASSROOM
- CU COPPER
- FACP FIRE ALARM CONTROL PANEL
- FATC FIRE ALARM TERMINAL CABINET
- GFI GROUND FAULT INTERRUPTER
- GFP GROUND FAULT PROTECTION
- IDF INTERMEDIATE DISTRIBUTION FRAME
- IG ISOLATED GROUND
- IGB ISOLATED GROUND BUS
- MDF MAIN DISTRIBUTION FRAME
- MT EMPTY CONDUIT WITH PULL CORD
- PB PULL BOX
- RPS REMOTE POWER SUPPLY
- SAD SEE ARCHITECTURAL DRAWINGS
- STC SIGNAL TERMINAL CABINET
- TMGB TELECOMMUNICATIONS MAIN GROUNDING BUS BAR
- TTB TELEPHONE TERMINAL BOARD
- WP WEATHERPROOF
- UG UNDERGROUND
- U.O.N. UNLESS OTHERWISE NOTED
- VIF VERIFY IN FIELD
- XFMR TRANSFORMER
- A/20 — FIXTURE TAG - LETTER DENOTES TYPE, NUMBERS INDICATE LAMP QUANTITY AND WATTAGE
- 1 — NUMBERED ELECTRICAL NOTE

OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

Revisions

| Delta | Date | Revisions | By |
|---|---|---|---|
| CCD-008 | 10/31/25 | CCD-008B | HY |


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Architect/Engineer Of Record:_____

REGISTERED PROFESSIONAL ENGINEER — No. E 17369 Exp. 9-30-26 — ELECTRICAL — STATE OF CALIFORNIA


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HY ARCHITECTS JOB NUMBER 5983

Facility

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4610 FOOTHILL BLVD, OAKLAND CA, 94601

Project

MODULAR BUILDINGS

Sheet Title

ELECTRICAL SYMBOLS, NOTES AND SCHEDULES

Client Project Number: #13158

Scale: AS NOTED
Drawn By: DAM
Checked By: TLK
Issue Date: 04/18/2025
Revit Version: 2023

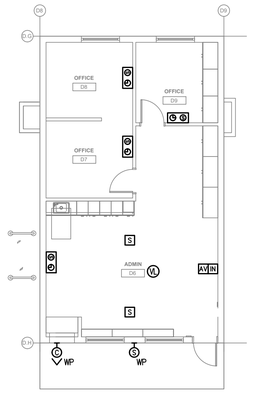
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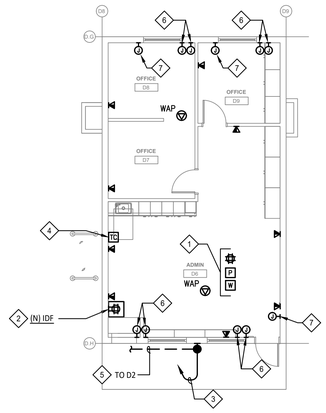
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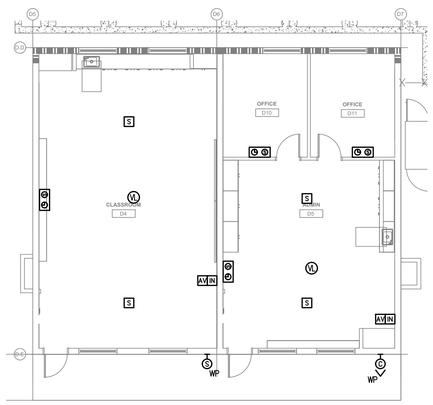

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ELECTRICAL SIGNAL PLAN - BUILDING 8000 | 1/8" = 1'-0" | 6



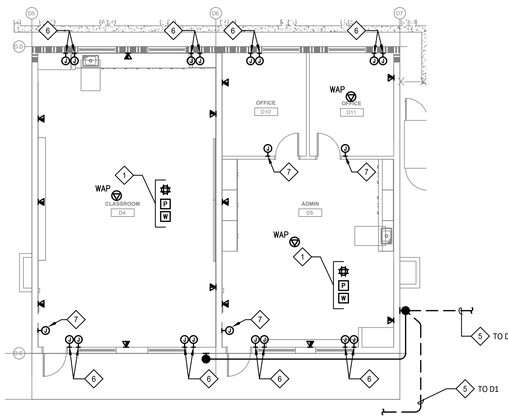

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ELECTRICAL POWER AND DATA PLAN - BUILDING 8000 | 1/8" = 1'-0" | 3



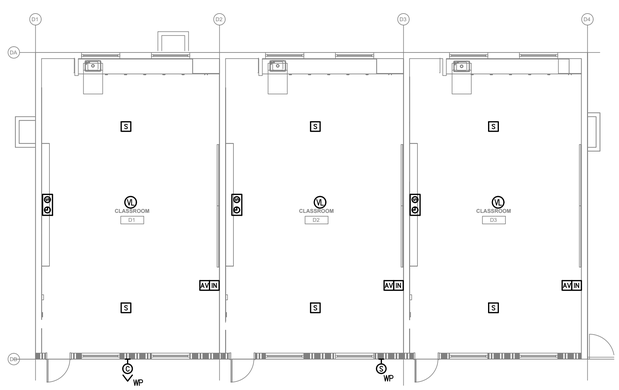

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ELECTRICAL SIGNAL PLAN - BUILDING 7000 | 1/8" = 1'-0" | 5



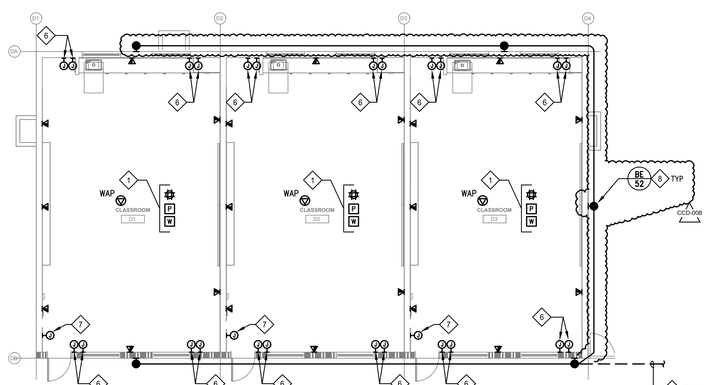

N

ELECTRICAL POWER AND DATA PLAN - BUILDING 7000 | 1/8" = 1'-0" | 2




N

ELECTRICAL SIGNAL PLAN - BUILDING 6000 | 1/8" = 1'-0" | 4




N

ELECTRICAL POWER AND DATA PLAN - BUILDING 6000 | 1/8" = 1'-0" | 1

## GENERAL NOTES

1. SEE RISER DIAGRAMS FOR ALL LOW VOLTAGE WIRING REQUIREMENTS.

## SHEET NOTES

1. PROVIDE POWER AND DATA FOR PROJECTOR AND EXTRON CONTROL BOX. CONNECT POWER TO NEW BREAKER IN PANEL. PROVIDED AND INSTALLED BY CONTRACTOR.
2. PROVIDE POWER FOR IDF. CONNECT POWER TO NEW BREAKER IN PANEL. PROVIDED AND INSTALLED BY CONTRACTOR.
3. CONNECT NEW EMERGENCY LIGHT FIXTURE TO NEW BREAKER WITH 3#8 VIA NEW TIMECLOCK.
4. PROVIDE NEW ASTRONOMICAL TIMECLOCK WITH 30 MINUTE BYPASS TIMER FOR ADDITIONAL CONTROLS OF EMERGENCY EGRESS LIGHTING.
5. NEW 1" UNDERGROUND CONDUIT WITH 3#8 FOR EMERGENCY LIGHT FIXTURES.
6. PROVIDE POWER AND LOW VOLTAGE CONNECTIONS FOR WINDOW SHADE.
7. PROVIDE CONNECTION FOR WINDOW SHADE CONTROLLER.
8. MOUNT FIXTURE AT +9'-6" AFF. CCD-008

OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

Revisions

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Project

MODULAR BUILDINGS

Sheet Title

ELECTRICAL PLANS
MODULAR BUILDINGS

Client Project Number: #13158

| | |
|---|---|
| Scale: | AS NOTED |
| Drawn By: | DAM |
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| Issue Date: | 04/18/2025 |
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Sheet: 2-E2.01


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**Project: 0583-01 OUSD FREMONT - BLDG A MODERNIZATION & NEW PARKING LOT**
4610 Foothill Blvd
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# RFI #40-Phase2: Clarification on Exterior Lights at Modulars

| | | | |
|---|---|---|---|
| **Revision** | 0 | **Status** | Open |
| **To** | Craig Durand (HIBSER YAMAUCHI ARCHITECTS, INC.)<br>Eleni Antonelli (HIBSER YAMAUCHI ARCHITECTS, INC.)<br>Neethi Joseph (HIBSER YAMAUCHI ARCHITECTS, INC.) | **From** | Will Nethercutt (CAHILL CONTRACTORS) |
| **Date Initiated** | Sep 26, 2025 | **Due Date** | Oct 3, 2025 |
| **Location** | | | |
| **Cost Impact** | | **Schedule Impact** | |
| **Spec Section** | | | |
| **Drawing Number** | | **Reference** | |
| **Linked Drawings** | | | |
| **Copies To** | Eleni Antonelli (HIBSER YAMAUCHI ARCHITECTS, INC.), Diego Baron (CAHILL CONTRACTORS), JaQuan Cornish (OAKLAND UNIFIED SCHOOL DISTRICT), Ken DeCarlo , Neethi Joseph (HIBSER YAMAUCHI ARCHITECTS, INC.), Justin Mapalo , Megan McDevitt (CAHILL CONTRACTORS), Chris Mendez (CAHILL CONTRACTORS), Nick Misakian (CAHILL CONTRACTORS), Will Nethercutt (CAHILL CONTRACTORS), Christina Stone | | |
| **Priority** | 3 - Standard | **Sub RFI#** | |
| **Posted to Drawings** | No | | |

## Activity

**Question**

**Question from Will Nethercutt CAHILL CONTRACTORS** *on Friday, Sep 26, 2025 at 01:31 PM PDT*

Ref: 2-E0.01, 2-E2.01, 2-E1.0-PS, 2-E1.1-PS, 2-E1.2-PS
Drawings 2-E0.01 shows the fixture schedule which includes a fixtured listed as BE. This fixture is not shown anyway on the plans.
1. Please indicate where this fixture is to be installed or confirm that it is not needed.
Drawing 2E2.01 shows a number of exterior wall mounted emergency light fixtures on the exterior of the modulars. No callout indicates what these fixtures are, and they do not match the quantity and placement of the exterior emergency light fixtures shown on the modular electrical plans.
2. Please indicate if the highlighted fixtures on SK-02 are provided by Global Modular and Cahill is to provide connection only.
3. Please indicate if these are the same fixtures shown on the Global Modular Drawings or if these are in addition to those lights highlighted on SK-03 - SK-05

**Attachments**
RFI 40 - Phase 2 - Clarification on Exterior Lighting at Modulars.pdf

HY Response:
1. Fixtures are Type BE as shown on the fixture schedule.
2. The light fixtures highlighted on SK-02 are to be provided and connected by Cahill. Global modular will be providing the elec. boxes and routing.
3. The fixtures on SK-02 are in addition to the ones provided by Global Modular.

Additionally, the District is considering including some additional exterior lighting at Building 6000. HY to notify Cahill once there is a formal direction from the District.

Eleni Antonelli, HY Architects, 10/2/25

HY Revised Response (10/31/25):
The District has requested to include three additional exterior lights at Building 6000. Please see draft CCD-008B attached.

Eleni Antonelli
HY Architects

RFI 40 - Phase 2
SK-01
9/26/25

0 5' 25' — 1/8" = 1'-0"
0 1' 12' — 1/4" = 1'-0"
0 1' 6' — 1/2" = 1'-0"
0 4' — 3/4" = 1'-0"
0 1' 3' — 1" = 1'-0"
0 2' — 1 1/2" = 1'-0"
0 1' — 3" = 1'-0"

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## FIXTURE SCHEDULE

| TYPE | MANUFACTURER AND CATALOG NUMBER | LAMP TYPE, WATTAGE AND VOLTAGE | DESCRIPTION | WEIGHT | MOUNTING DETAIL |
|---|---|---|---|---|---|
| A | WILLIAMS #AVX-4-L36-835-CPC-OCCWS-FS-505-PP-DIM-UNV | 57 WATTS LED 120V | 11" WIDE X 4' LONG LED SURFACE MOUNT FIXTURE WITH INTEGRAL OCCUPANCY SENSOR | 20 LBS | 7/2-E0.03 |
| AE | WILLIAMS #AVX-4-L36-835-CPC-OCCWS-FS-505-PP-DIM-UNV-EM | 57 WATTS LED 120V | SAME AS TYPE A EXCEPT WITH 90 MINUTE EMERGENCY BATTERY PACK | 20 LBS | 7/2-E0.03 |
| BE | GARDCO # PWS-48L-400-NW-G2-3-EBPC-UNV-BZ | 14 WATTS LED 120V | WALL MOUNT EXTERIOR FIXTURE WITH TYPE 3 DISTRIBUTION, EERGENCY BATTERY PACK, BRONZE FINISH | 15 LBS | 8/2-E0.03 |

Light fixture not called for anywhere on plans. Please indicate where it is to be installed or confirm that it is not needed.

## GENERAL ELECTRICAL NOTES

1. ELECTRICAL CONTRACTOR IS TO PROVIDE LABOR, MATERIALS, TRANSPORTATION, EQUIPMENT, RELATED HAND TOOLS, SPECIAL AND OCCASIONAL SERVICES TO CONSTRUCT AND INSTALL THE COMPLETE ELECTRICAL SYSTEM AS SPECIFIED AND SHOWN ON THE PLANS.
2. MOUNTING HEIGHTS SHALL BE A MAXIMUM +48" TO TOP OF BOX OR MINIMUM 15" TO BOTTOM OF BOX PER CBC 1142A. ALL MOUNTING HEIGHTS SHALL BE AS SHOWN ON SYMBOL LIST UNLESS OTHERWISE NOTED ON DRAWINGS.
3. BONDING JUMPERS SHALL BE INSTALLED TO INSURE CONTINUITY WHERE CONDUIT CONNECTIONS AT CONCENTRIC KNOCKOUTS ARE TO SERVE AS A GROUND.
4. PROVIDE GREEN THWN COPPER GROUND WIRE FROM PANELBOARD GROUND BUS TO ALL BRANCH CIRCUITS.
5. THE ELECTRICIAN SHALL CHECK THE TIGHTNESS OF ALL PANELBOARD BUSES AND CIRCUIT BREAKER LUGS. COMPLETELY VACUUM AND CLEAN INTERIOR OF EQUIPMENT PRIOR TO TURN OVER TO THE OWNER.
6. ALL NEW AND EXISTING PANELBOARDS AND SWITCHBOARDS SHALL BE PROVIDED WITH NEW TYPEWRITTEN DIRECTORIES TO IDENTIFY THE LOCATION OF EACH LOAD SERVED.
7. ALL EQUIPMENT SHALL BE U.L. LISTED AND INSTALLED AS PER LISTING OR LABELING (I.E. MAX. FUSE SIZES MEAN FUSE PROTECTION REQUIRED).
8. REFER TO ARCHITECTURAL DRAWINGS FOR ACTUAL LAYOUTS OF ALL LIGHTING FIXTURES AND EQUIPMENT.
9. CONTRACTOR TO COORDINATE ALL NEW WORK WITH ALL OTHER TRADES FOR A SMOOTH FLOW OF INSTALLATION WORK.
10. ELECTRICAL CONTRACTOR SHALL BE RESPONSIBLE FOR DAMAGES TO ALL WALLS, FLOORS AND CEILINGS INCURRED DURING ELECTRICAL CONSTRUCTION. IF DAMAGE OCCURS DURING ELECTRICAL CONSTRUCTION, THE ELECTRICAL CONTRACTOR SHALL COORDINATE WITH GENERAL CONTRACTOR TO PATCH, PAINT AND REPAIR TO MATCH EXISTING CONDITIONS.
11. COORDINATE EQUIPMENT LOCATIONS AND ELECTRICAL REQUIREMENTS OF ALL EQUIPMENT REQUIRING ELECTRICAL HOOK-UP WITH CONTRACTOR RESPONSIBLE FOR PROVIDING EQUIPMENT AND EQUIPMENT MANUFACTURER DATA SHEETS.
12. COORDINATE ELECTRICAL OUTLET LOCATIONS WITH ARCHITECTURAL ELEVATIONS (I.E. CABINETRY). AVOID ALL COUNTER SUPPORTS, AND LOCATIONS BEHIND INACCESSIBLE FIXED CABINETS.
13. UPON COMPLETION OF THE INSTALLATION OF THE FIRE PROTECTIVE SIGNALING EQUIPMENT, A SATISFACTORY TEST OF THE ENTIRE SYSTEM SHALL BE MADE IN THE PRESENCE OF THE ENFORCING FIRE AGENCY.
14. ALL CORRIDOR AND EXTERIOR WALL PENETRATIONS FOR PIPES, CONDUITS, ETC., IN WALLS REQUIRING PROTECTED OPENINGS SHALL BE FIRE STOPPED. FIRE STOP MATERIAL SHALL BE A TESTED ASSEMBLY APPROVED BY THE CALIFORNIA STATE FIRE MARSHAL.
15. ELECTRICAL CONTRACTOR SHALL REVIEW MECHANICAL AND PLUMBING CONTRACT DRAWINGS AND VERIFY ALL MECHANICAL EQUIPMENT LOCATIONS, MOTOR SIZES AND CONTROL WIRING REQUIREMENTS WITH MECHANICAL CONTRACTOR AND MECHANICAL EQUIPMENT SUPPLIERS AND MANUFACTURERS PRIOR TO INSTALLATION OF ELECTRICAL CONNECTIONS.
16. RECEPTACLES SHALL NOT BE INSTALLED BACK TO BACK AND SHALL BE SPACED 24" APART. WHERE RECEPTACLES CANNOT BE SPACED 24" APART, PROVIDE 3M FIRE RATED PUTTY PADS TO MATCH WALL FIRE RATING.
17. PROVIDE AN ISOLATED GROUND WIRE IN ADDITION TO NORMAL EQUIPMENT GROUND IN ALL COMPUTER DEDICATED CIRCUITS.
18. ALL CONTROL DEVICES TO BE USED BY THE OCCUPANT OF THE ROOM OR AREA SHALL BE INSTALLED AT A MINIMUM OF 36" C/L, TO A MAXIMUM OF 48" TO TOP OF BOX FROM THE FINISHED FLOOR.
19. ELECTRICAL DRAWINGS ARE DIAGRAMMATIC AND ALTHOUGH THE SIZE AND LOCATIONS OF EQUIPMENT IS SHOWN TO SCALE WHEREVER POSSIBLE, CONTRACTOR SHALL MAKE USE OF MANUFACTURER'S OR OWNER'S DATA AVAILABLE AND/OR VERIFY DATA IN THE FIELD FOR PROVIDING AND INSTALLING CORRECT CABLE LENGTHS.
20. ALL EQUIPMENT MUST BE LISTED, LABELED, OR CERTIFIED BY A NATIONAL RECOGNIZED TESTING LABORATORY (NRTL).
21. ELECTRICAL CONTRACTOR SHALL COORDINATE WITH ALL TRADES TO KEEP ELECTRICAL ROOMS EXCLUSIVELY DEDICATED TO PANELBOARDS, SIGNAL AND OTHER ELECTRICAL EQUIPMENT. NO PLUMBING, PIPING OR MECHANICAL DUCTS SHALL RUN OVER ELECTRICAL PANEL OR OTHER ELECTRICAL EQUIPMENT PER C.E.C. 110-26(f).
22. ALL SWITCHES AND RECEPTACLES SHALL BE PROVIDED WITH 'BROTHER' LABELING SYSTEM TO IDENTIFY THE PANEL AND CIRCUIT NUMBER OF EACH OUTLET. COLOR TO BE 3/8" HIGH BLACK ON TRANSPARENT TAPE.
23. ALL CABINETS, DISCONNECT SWITCHES, PULLBOXES, AND TERMINAL BOXES SHALL BE PROVIDED WITH LABELING SYSTEM TO IDENTIFY THE PANEL AND ITS USE. SEE SPECIFICATIONS FOR REQUIREMENTS.
24. MAINTAIN "AS-BUILT" RECORDS AT ALL TIMES, SHOWING EXACT LOCATION OF ALL UNDERGROUND AND/OR CONCEALED CONDUITS AND SERVICES INSTALLED UNDER THIS CONTRACT, INCLUDING CIRCUIT IDENTIFICATION WHERE APPLICABLE. PROVIDE OWNER WITH "AS-BUILT" DOCUMENTS AS INDICATED IN THE PROJECT MANUAL.
25. DRAWINGS INDICATE THE LOCATION OF DEVICES, FIXTURES AND EQUIPMENT AND THE CIRCUIT NUMBER AND PANEL DESIGNATION WHICH SUPPLIES THEM. THE CONTRACTOR SHALL VERIFY WITH ARCHITECT/VENDORS AND COORDINATE ALL LOCATIONS PRIOR TO INSTALLATION. CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLETELY CONNECTING ALL ELECTRICAL DEVICES TO CIRCUITS INDICATED ON THE DRAWINGS.
26. ALL EQUIPMENT GROUNDING SHALL CONFORM TO ARTICLE 250 OF THE NATIONAL ELECTRIC CODE, LATEST EDITION.
27. ALL EXTERIOR CONDUIT ABOVE GRADE INCLUDING ALL ROOF MOUNTED CONDUIT, SHALL BE RIGID GALVANIZED STEEL, U.O.N. COAT ALL EXPOSED THREADS WITH GALVANIZING PAINT.
28. ALL CONDUIT SHALL BE CONCEALED, UNLESS OTHERWISE NOTED.
29. ALL UNDERGROUND CONDUIT RUNS SHALL BE SEALED TO PREVENT GAS/MOISTURE ENTERING THE PIPE PER ARTICLE 230-8, 300.5 AND 300.5OE.
30. PROVIDE EXPANSION FITTINGS AND/OR CONDUIT FLEX TO CONDUITS PASSING THROUGH STRUCTURAL EXPANSION JOINT SYSTEM. VERIFY/COORDINATE WITH ARCHITECT FOR LOCATION.
31. ALL SIGNAL WIRING/CABLING(TELEPHONE/INTERCOM/DATA/FIRE ALARM/CATV/INTRUSION ALARM SYSTEMS) SHALL BE NEATLY TERMINATED WITH TERMINAL BLOCKS AND LABELED WITH WIRE MARKERS AT ITS CABINETS/PANELS.
32. ALL RACEWAY PASSING THROUGH EXPANSION JOINT AREA SHALL BE PROVIDED WITH EXPANSION JOINT FITTINGS AND/OR FLEX CONDUIT AS REQUIRED.
33. ALL FIXTURES WITH EMERGENCY BATTERY PACK SHALL BE PROVIDED WITH UNSWITCHED HOT.
34. ALL EXTERIOR MOUNTED GFI RECEPTACLE OUTLETS TO BE PROVIDED WITH LOCKABLE COVERS, TAYMAC MX3200.
35. FOR POWER AND LIGHTING CIRCUITS, CONTRACTOR SHALL PROVIDE SEPARATE NEUTRAL FOR EACH CIRCUIT IN THE RACEWAY OR PROVIDE BREAKER TIES TO MEET NEC CODE 210.4.
36. ALL EQUIPMENT/COMPONENTS/DEVICES INSTALLED OUTDOOR SHALL BE U.L. LISTED FOR WET LOCATION.
37. THE CONTRACTOR SHALL VERIFY WITH THE ARCHITECTURAL DRAWINGS ALL LOCATIONS AND DIMENSIONS OF DEVICES/EQUIPMENT PRIOR TO ROUGH-IN.
38. ALL EXIT SIGNS SHALL COMPLY WITH SECTIONS 1013 OF THE C.B.C.
39. ALL DIVISION 15 EQUIPMENT LOW VOLTAGE CONTROL WIRING SHALL BE PROVIDED AND INSTALLED BY DIVISION 15 U.O.N. PROVIDE CONDUIT WHERE REQUIRED BY DIV 25.
40. COORDINATE INSTALLATION OF ALL RECESSED LIGHT FIXTURES WITH DIVISION 15 PRIOR TO INSTALLATION OF HVAC DUCTS AND SPRINKLER HEADS. ENSURE AFTER INSTALLATION OF FIXTURES THAT THERE IS NO CONTACT BETWEEN DUCTS AND FIXTURES TO AVOID VIBRATION IN FIXTURES.
41. ALL CONDUIT STUB OUTS AND CONDUITS TERMINATING TO A J-BOX, CABINET, AND THE LIKE SHALL BE PROVIDED WITH INSULATED THROAT. BOX OR CABINET COVER SHALL BE LABELED AS TO USE.
42. MEP COMPONENT ANCHORAGE NOTES:

ALL MECHANICAL, PLUMBING, AND ELECTRICAL COMPONENTS SHALL BE ANCHORED AND INSTALLED PER THE DETAILS ON THE DSA APPROVED CONSTRUCTION DOCUMENTS. THE FOLLOWING COMPONENTS SHALL BE ANCHORED OR BRACED TO MEET THE FORCE AND DISPLACEMENT REQUIREMENTS PRESCRIBED IN THE 2022 CBC, SECTIONS 1617A.1.18 THROUGH 1617A.1.26 AND ASCE 7-16 CHAPTER 13, 26 AND 30.

1. ALL PERMANENT EQUIPMENT AND COMPONENTS.
2. TEMPORARY OR MOVABLE EQUIPMENT THAT IS PERMANENTLY ATTACHED (E.G. HARD WIRED) TO THE BUILDING UTILITY SERVICES SUCH AS ELECTRICITY, GAS OR WATER. 'PERMANENTLY ATTACHED' SHALL INCLUDE ALL ELECTRICAL CONNECTIONS EXCEPT PLUGS FOR 110/220 VOLT RECEPTACLES HAVING FLEXIBLE CABLE.
3. TEMPORARY, MOVABLE OR MOBILE EQUIPMENT WHICH IS HEAVIER THAN 400 POUNDS OR HAS A CENTER OF MASS LOCATED 4 FEET OR MORE ABOVE THE ADJACENT FLOOR OR ROOF LEVEL THAT DIRECTLY SUPPORT THE COMPONENT IS REQUIRED TO BE RESTRAINED IN A MANNER APPROVED BY DSA.

THE FOLLOWING MECHANICAL AND ELECTRICAL COMPONENTS SHALL BE POSITIVELY ATTACHED TO THE STRUCTURE BUT NEED NOT DEMONSTARTE DESIGN COMPLIANCE WITH THE REFERENCES NOTED ABOVE. THESE COMPONENTS SHALL HAVE FLEXIBLE CONNECTIONS PROVIDED BETWEEN THE COMPONENT AND ASSOCIATED DUCTWORK, PIPING AND CONDUIT. FLEXIBLE CONNECTIONS MUST ALLOW MOVEMENT IN BOTH TRANSVERSE AND LONGITUDINAL DIRECTIONS:

A. COMPONENTS WEIGHING LESS THAN 400 POUNDS AND HAVE A CENTER OF MASS LOCATED 4 FEET OR LESS ABOVE THE ADJACENT FLOOR OR ROOF LEVEL THAT DIRECTLY SUPPORT THE COMPONENT.
B. COMPONENTS WEIGHING LESS THAN 20 POUNDS OR IN THE CASE OF DISTRIBUTED SYSTEMS, LESS THAN 5 POUNDS PER FOOT, WHICH ARE SUSPENDED FROM A ROOF OR FLOOR OR HUNG FROM A WALL.

THE ANCHORAGE OF ALL MECHANICAL, ELECTRICAL AND PLUMBING COMPONENTS SHALL BE SUBJECT TO THE APPROVAL OF THE DESIGN PROFESSIONAL IN GENERAL RESPONSIBLE CHARGE OR STRUCTURAL ENGINEER DELEGATED RESPONSIBILITY AND ACCEPTANCE BY DSA. THE PROJECT INSPECTOR WILL VERIFY THAT ALL COMPONENTS AND EQUIPMENT HAVE BEEN ANCHORED IN ACCORDANCE WITH ABOVE REQUIREMENTS.

PIPING, DUCTWORK, AND ELECTRICAL DISTRIBUTION SYSTEM BRACING NOTE

PIPING, DUCTWORK AND ELECTRICAL DISTRIBUTION SYSTEMS SHALL BE BRACED TO COMPLY WITH THE FORCES AND DISPLACEMENTS PRESCRIBED IN ASCE 7-16 SECTION 13.3 AS DEFINED IN ASCE 7-16 SECTIONS 13.6.5, 13.6.6, 13.6.7, 13.6.8; AND 2022 CBC, SECTIONS 1617A.1.24, 1617A.1.25, AND 1617A.1.26.

THE METHOD OF SHOWING BRACING AND ATTACHMENTS TO THE STRUCTURE FOR THE IDENTIFIED DISTRIBUTION SYSTEM ARE AS NOTED BELOW. WHEN BRACING AND ATTACHMENTS ARE BASED ON A PREAPPROVED INSTALLATION GUIDE (E.G. OSHPD OPM FOR 2013 CBC OR LATER), COPIES OF THE BRACING SYSTEM INSTALLATION GUIDE OR MANUAL SHALL BE AVAILABLE ON THE JOBSITE PRIOR TO THE START OF AND DURING THE HANGING AND BRACING OF THE DISTRIBUTION SYSTEMS. THE STRUCTURAL ENGINEER OF RECORD SHALL VERIFY THE ADEQUACY OF THE STRUCTURE TO SUPPORT THE HANGER AND BRACE LOADS.

MECHANICAL PIPING (MP), MECHANICAL DUCTS (MD), PLUMBING PIPING (PP), ELECTRICAL DISTRIBUTION SYSTEMS (E):

MP☐ MD☐ PP ☐ E☒ - OPTION 1: DETAILED ON THE APPROVED DRAWINGS WITH PROJECT SPECIFIC NOTES AND DETAILS.

MP☐ MD☐ PP ☐ E☐ - OPTION 2: SHALL COMPLY WITH THE APPLICABLE OSHPD PRE-APPROVAL (OPM #I #0043-13, 0052-13, 0063-13 AND SHALL BE KEPT ONSITE DURING CONSTRUCTION.

## ELECTRICAL SYMBOL LIST

NOTE: DASHED SYMBOLS ON PLANS DENOTE EXISTING DEVICES

- LIGHT FIXTURE - SEE FIXTURE SCHEDULE
- EMERGENCY LIGHT FIXTURE WITH BATTERY PACK - SEE FIXTURE SCHEDULE
- WALL MOUNTED LIGHT FIXTURE - SEE FIXTURE SCHEDULE
- 1PST LIGHT SWITCH +48" U.O.N.
- $S_3$ 3-WAY LIGHT SWITCH, +48" TO TOP OF BOX U.O.N.
- $S_K$ KEYED LIGHT SWITCH +48" TO TOP OF BOX U.O.N.
- (OS) CEILING MOUNT DUAL TECHNOLOGY OCCUPANCY SENSOR, WATTSTOPPER LMDC-100
- M1 WALL MOUNT OCCUPANCY SENSOR, +48" TO TOP OF BOX
- M2 DIMMING SWITCH WITH OCC SENSOR, LUTRON MS-Z101-XX
- 20A, 125V, 3W GROUNDING TYPE DUPLEX RECEPTACLE, +18" U.O.N.
- 20A, 125V, 4W DUPLEX RECEPTACLE, CEILING MOUNTED
- 20A, 125V, 3W GROUNDING TYPE, FOURPLEX RECEPTACLE, +18" U.O.N.
- 20A, 125V, 3W GROUNDING TYPE DUPLEX RECEPTACLE, MOUNTED HORIZONTALLY
- 20A, 125V DUPLEX GFI RECEPTACLE, +18" U.O.N.
- 20A, 125V DUPLEX GFI RECEPTACLE WITH ONE SWITCHED PLUG
- SPECIAL RECEPTACLE AS REQUIRED BY EQUIPMENT SPECIFIED
- J JUNCTION BOX, CEILING OR WALL MOUNTED - SIZED PER CODE
- C DATA JUNCTION BOX FOR SECURITY CAMERA. WP INDICATES WEATHERPROOF
- AV AV WALL PLATE
- IN AV INPUTS
- VL AV VOICE LIFT
- S AV SPEAKER
- DUPLEX DATA OUTLET +18" U.O.N.
- FOURPLEX OUTLET +18" U.O.N.
- TELEPHONE OUTLET +48" TO TOP OF BOX
- WIRELESS ACCESS POINT
- INTERCOM SYSTEM CLOCK/SPEAKER UNIT
- S PAGING SPEAKER - CEILING OR WALL MOUNTED, WP INDICATES WEATHERPROOF
- DISCONNECT SWITCH - FUSED AS REQUIRED, WEATHERPROOF FOR OUTDOORS, SIZED PER MANUFACTURER'S REQUIREMENTS
- MOTOR CONNECTION
- $S^T$ THERMAL OVERLOAD SWITCH
- SM MANUAL MOTOR STARTING SWITCH, HORSE POWER RATED WITH OVERLOADS
- EXISTING CONDUIT
- BRANCH CIRCUIT CONDUIT CONCEALED IN WALL OR CEILING
- BRANCH CIRCUIT CONDUIT CONCEALED UNDER FLOOR OR UNDERGROUND
- HOMERUN TO PANELBOARD OR OTHER TERMINATION POINT
- STUB CONDUIT TO ACCESSIBLE SPACE
- CONDUIT UP
- CONDUIT DOWN

ANY BRANCH CIRCUIT CONDUIT SHALL BE MINIMUM 3/4"C - 2#12, 1#12 GREEN GROUND UNLESS OTHERWISE NOTED. FOR A GREATER NUMBER OF #12 WIRES: ( = 3/4"C - 3#12, 1#12G) ETC. FOR WIRE SIZES OTHER THAN #12: ( = 3#8, 1#12G), (GROUND SIZED PER CEC, IN CODE SIZE CONDUIT) ETC.

| | |
|---|---|
| (E) | EXISTING |
| (N) | NEW |
| AL | ALUMINUM |
| ANN | ANNUNCIATOR |
| CL | CENTERLINE |
| CR | CLASSROOM |
| CU | COPPER |
| FACP | FIRE ALARM CONTROL PANEL |
| FATC | FIRE ALARM TERMINAL CABINET |
| GFI | GROUND FAULT INTERRUPTER |
| GFP | GROUND FAULT PROTECTION |
| IDF | INTERMEDIATE DISTRIBUTION FRAME |
| IG | ISOLATED GROUND |
| IGB | ISOLATED GROUND BUS |
| MDF | MAIN DISTRIBUTION FRAME |
| MT | EMPTY CONDUIT WITH PULL CORD |
| PB | PULL BOX |
| RPS | REMOTE POWER SUPPLY |
| SAD | SEE ARCHITECTURAL DRAWINGS |
| STC | SIGNAL TERMINAL CABINET |
| TMGB | TELECOMMUNICATIONS MAIN GROUNDING BUS BAR |
| TTB | TELEPHONE TERMINAL BOARD |
| WP | WEATHERPROOF |
| UG | UNDERGROUND |
| U.O.N. | UNLESS OTHERWISE NOTED |
| VIF | VERIFY IN FIELD |
| XFMR | TRANSFORMER |

A/20 FIXTURE TAG - LETTER DENOTES TYPE, NUMBERS INDICATE LAMP QUANTITY AND WATTAGE

1 NUMBERED ELECTRICAL NOTE

IDENTIFICATION STAMP
DIV. OF THE STATE ARCHITECT
APP: 01-121860 INC:
REVIEWED FOR
SS ☐ FLS ☐ ACS ☐
DATE: 06/30/2025

OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

Revisions

| No. | Revisions | By | Date | Appr. |
|---|---|---|---|---|


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Electrical Consultants Incorporated
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Tel: 925.385.0649
23-004


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Architect/Engineer Of Record:_____

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No. E 17369
Exp. 9-30-26
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HY ARCHITECTS JOB NUMBER 5983

Facility
FREMONT HIGH SCHOOL
4610 FOOTHILL BLVD, OAKLAND CA, 94601

Project
MODULAR BUILDINGS

Sheet Title
ELECTRICAL SYMBOLS, NOTES AND SCHEDULES

Client Project Number: #13158

Scale: AS NOTED
Drawn By: DAM
Checked By: TLK
Issue Date: 04/18/2025
Revit Version: 2023

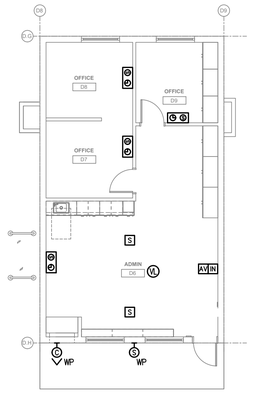
Sheet
2-E0.01

4/17/2025 12:00 PM c:\users\damor\wrm consulting dropbox\cad\2023\23-004 fremont hs-mod\increment 2\23004_2_e0.01

RFI 40 - Phase 2
SK-02
9/26/25

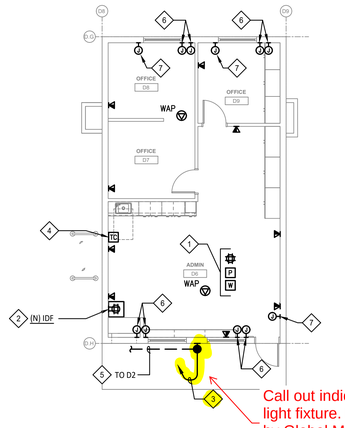
0 5' 25' — 1/8" = 1'-0" | 0 1' 12' — 1/4" = 1'-0" | 0 1' 6' — 1/2" = 1'-0" | 0 4' — 3/4" = 1'-0" | 0 1' 3' — 1" = 1'-0" | 0 2' — 1 1/2" = 1'-0" | 0 1' — 3" = 1'-0"

IF THIS SHEET IS NOT 30"x42" , IT IS A REDUCED PRINT; SCALE ACCORDINGLY




N

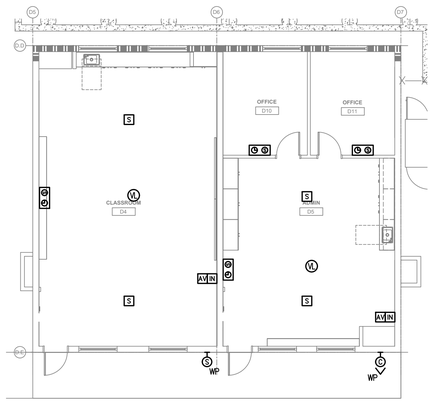
ELECTRICAL SIGNAL PLAN - BUILDING 8000 | 1/8" = 1'-0" | 6




Call out indicates we are to connect an emergency light fixture. Please confirm if this fixture is provided by Global Modular. Modular drawings do not show fixtures in these locations, only over the door.

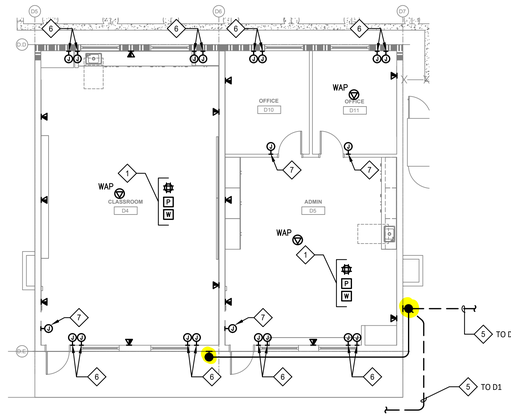
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ELECTRICAL POWER AND DATA PLAN - BUILDING 8000 | 1/8" = 1'-0" | 3



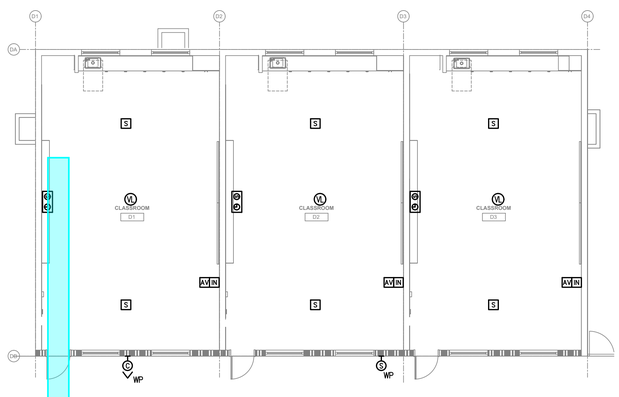

N

ELECTRICAL SIGNAL PLAN - BUILDING 7000 | 1/8" = 1'-0" | 5



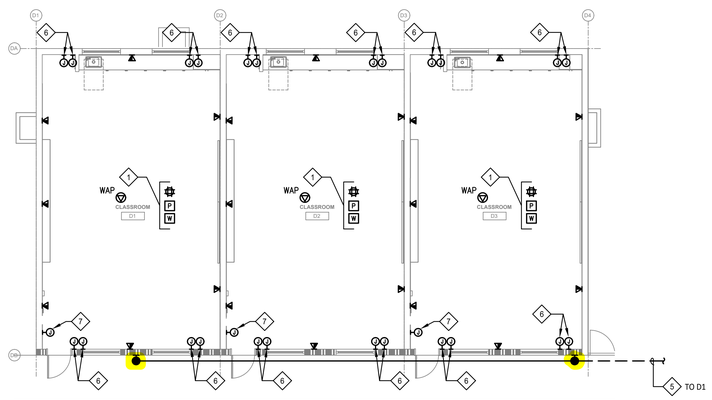

N

ELECTRICAL POWER AND DATA PLAN - BUILDING 7000 | 1/8" = 1'-0" | 2




N

ELECTRICAL SIGNAL PLAN - BUILDING 6000 | 1/8" = 1'-0" | 4




N

ELECTRICAL POWER AND DATA PLAN - BUILDING 6000 | 1/8" = 1'-0" | 1

## GENERAL NOTES

1. SEE RISER DIAGRAMS FOR ALL LOW VOLTAGE WIRING REQUIREMENTS.

## SHEET NOTES

1. PROVIDE POWER AND DATA FOR PROJECTOR AND EXTRON CONTROL BOX. CONNECT POWER TO NEW BREAKER IN PANEL. PROVIDED AND INSTALLED BY CONTRACTOR.
2. PROVIDE POWER FOR IDF. CONNECT POWER TO NEW BREAKER IN PANEL. PROVIDED AND INSTALLED BY CONTRACTOR.
3. CONNECT NEW EMERGENCY LIGHT FIXTURE TO NEW BREAKER WITH 3#8 VIA NEW TIMECLOCK.
4. PROVIDE NEW ASTRONOMICAL TIMECLOCK WITH 30 MINUTE BYPASS TIMER FOR ADDITIONAL CONTROLS OF EMERGENCY EGRESS LIGHTING.
5. NEW 1" UNDERGROUND CONDUIT WITH 3#8 FOR EMERGENCY LIGHT FIXTURES.
6. PROVIDE POWER AND LOW VOLTAGE CONNECTIONS FOR WINDOW SHADE.
7. PROVIDE CONNECTION FOR WINDOW SHADE CONTROLLER.

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HY ARCHITECTS JOB NUMBER 5983

Facility
FREMONT HIGH SCHOOL
4610 FOOTHILL BLVD, OAKLAND CA, 94601

Project
MODULAR BUILDINGS

Sheet Title
ELECTRICAL PLANS
MODULAR BUILDINGS

Client Project Number: #13158

Scale: AS NOTED
Drawn By: DAM
Checked By: TLK
Issue Date: 04/18/2025
Revit Version: 2023

Sheet
2-E2.01

4/17/2025 12:06 PM c:\users\damor\wkm consulting dropbox\cad\2023\23-004 fremont hs-mod\increment 2\23004_2_e2.01

RFI 40 - Phase 2
SK-03
9/26/25

PANEL A

Volts: 120/208
Phase / Wire: 1 PHASE/3 WIRE
Flush:
Surface: X

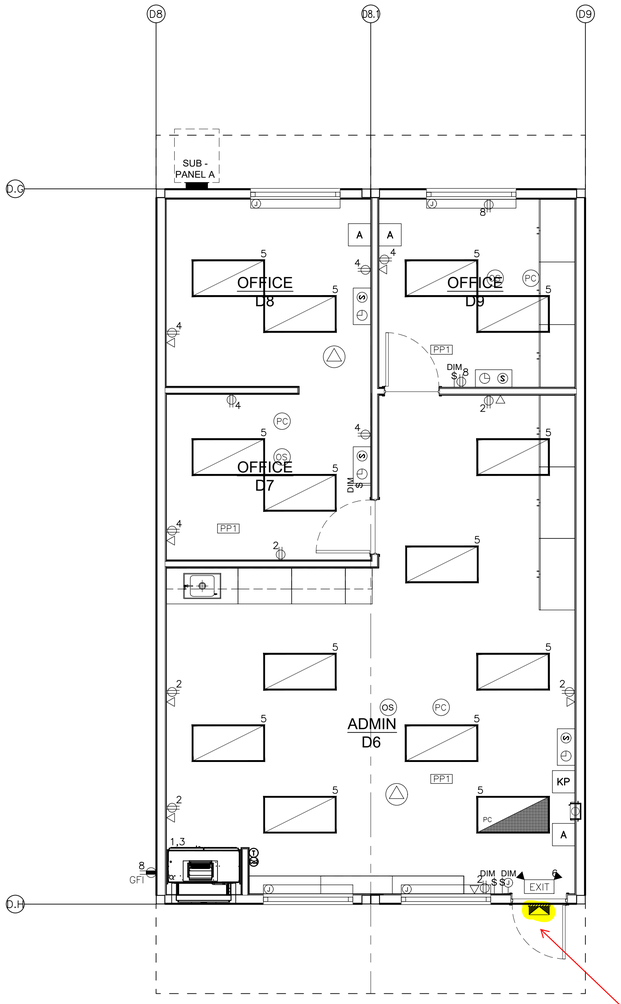
| | | | | | Ckt | Bkr | Load | Description |
|---|---|---|---|---|---|---|---|---|
| HVAC Q43H4-A | 3795 | A | 1 | 2 | 1 | 20 | 1080 | RECEPTS |
| HVAC Q43H4-A | 3795 | 40 | 3 | 4 | 1 | 20 | 1080 | RECEPTS |
| INTERIOR LIGHTS | 448 | 1 | 5 | 6 | 1 | 20 | 540 | RECEPT/EXT/GFCI/WP |
| | | | 7 | 8 | | | | |
| | | | 9 | 10 | | | | |
| | | | 11 | 12 | | | | |
| | | | 13 | 14 | | | | |
| | | | 15 | 16 | | | | |
| | | | 17 | 18 | | | | |
| | | | 19 | 20 | | | | |
| | | | 21 | 22 | | | | |
| | | | 23 | 24 | | | | |

5,863 Watts + 4,875 Watts + 2,684 Watts (25%) = 13,422 Watts ÷ 240 Voltage = 56.0 A Amps Per Phase

(L) LABEL AND LOCK ON DEVICE

* CIRCUIT BREAKER TO BE IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS

** DEDICATED CIRCUIT (RED, LOCKING) LABELED PER NFPA 72:10.6.5.2




Are these the fixtures shown on the electrical drawings that we are to provide connection to. Typical for all modulars as highlighted on remaining drawings

## ELECTRICAL PLAN – INTERIOR MOUNTED HVAC

SCALE: 1/4" = 1'-0"

## GENERAL NOTES

1. SEE SHEET E0.0 FOR ELECTRICAL, FIRE ALARM AND SIGNAL PLAN DESIGN NOTES
2. PROVIDE EMERGENCY LIGHTING AT ALL EXTERIOR DOORS PER SECTION 1008.3 LOCATION OF EMERGENCY LIGHTING TO BE DETERMINED BY SITE ARCHITECT BASED ON PROJECT SPECIFIC DESIGN
3. CBC SECTION 907.5.2.2.5, EMERGENCY POWER FOR EMERGENCY VOICE COMMUNICATION.
4. SEE DAYLIT FLOOR PLANS FOR DAYLIT LOCATIONS
5. WHEN ELECTRICAL PANEL WEIGHT EXCEEDS >20 LBS, SEE DETAILS 4/A8.1 OR 10/A8.1 FOR ATTACHMENT.

PROJECT SPECIFIC STATE AGENCY APPROVAL

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DIV. OF THE STATE ARCHITECT
APP: 01-121860 INC:
REVIEWED FOR
SS FLS ACS
DATE: 06/30/2025

GLOBAL MODULAR incorporated
AURORA DESIGNS MODTECH Designs MODULAR STRUCTURES INTERNATIONAL INC. DESIGNS

CONTRACTORS LICENSE #837357


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PROJECT NAME:

OAKLAND UNIFIED SCHOOL DISTRICT
FREMONT HIGH SCHOOL
94601 FOOTHILL BLVD, OAKLAND
CA. 94601

SHEET TITLE:

ELECTRICAL PLAN 24'x40' BUILDING 8000 (INTERIOR MOUNTED HVAC)

A SEPARATE PROJECT APPLICATION FOR CONSTRUCTION IS REQUIRED

MFR. STRUCTURAL ENGINEER OF RECORD


ORION STRUCTURAL ENGINEERING, INC.
11305 RANCHO BERNARDO ROAD, SUITE 121 SAN DIEGO, CA 92127
(858) 679-1974 RYAN@ORIONSE.COM


MFR. PROJECT SPECIFIC PROFESSIONAL OF RECORD

ARCHITECT OF RECORD

REVISIONS
1 -
2 -
3 -
4 -

PROJECT NO.:
DRAWN BY:
SCALE: AS NOTED
DATE: 08/05/2024

SHEET NUMBER

2-E1.0-PS

RFI 40 - Phase 2
SK-04
9/26/25

Phase / Wire: 1 PHASE/3 WIRE
Volts: 120/208
Flush:
Surface: X

| Description | Load | Ckt Bkr | | | Ckt Bkr | Load | Description |
|---|---|---|---|---|---|---|---|
| HVAC Q43H4-A | 3795 | 2 / 40 | 1 | 2 | 1 / 20 | 1080 | RECEPTS |
| HVAC Q43H4-A | 3795 | | 3 | 4 | 1 / 20 | 540 | RECEPT/EXT/GFCI/WP |
| INTERIOR LIGHTS | 448 | 1 / 20 | 5 | 6 | | | |
| | | | 7 | 8 | | | |
| | | | 9 | 10 | | | |
| | | | 11 | 12 | | | |
| | | | 13 | 14 | | | |
| | | | 15 | 16 | | | |
| | | | 17 | 18 | | | |
| | | | 19 | 20 | | | |
| | | | 21 | 22 | | | |
| | | | 23 | 24 | | | |

5,323 Watts + 4,335 Watts + 2,414 Watts (25%) = 12,072 Watts ÷ 240 Voltage = 50.0 A Amps Per Phase

(L) LABEL AND LOCK ON DEVICE

* CIRCUIT BREAKER TO BE IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS

** DEDICATED CIRCUIT (RED, LOCKING) LABELED PER NFPA 72:10.6.5.2

## PANEL B

Rated Amps: 100A
Interior:
Exterior: X
NEMA Rated: 3R

Phase / Wire: 1 PHASE/3 WIRE
Volts: 120/208
Flush:
Surface: X

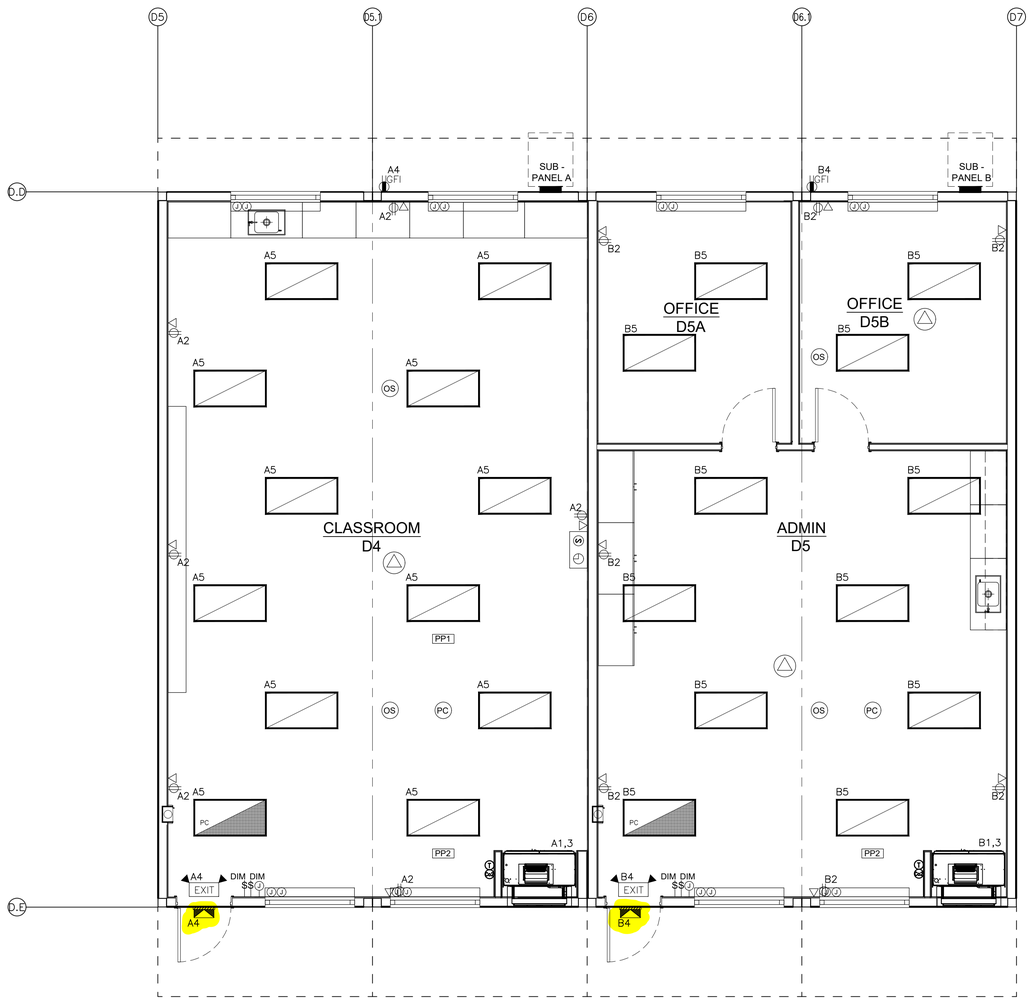
| Description | Load | Ckt Bkr | | | Ckt Bkr | Load | Description |
|---|---|---|---|---|---|---|---|
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| HVAC Q43H4-A | 3795 | | 3 | 4 | 1 / 20 | 540 | RECEPT/EXT/GFCI/WP |
| INTERIOR LIGHTS | 448 | 1 / 20 | 5 | 6 | | | |
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| | | | 13 | 14 | | | |
| | | | 15 | 16 | | | |
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| | | | 23 | 24 | | | |

5,323 Watts + 4,335 Watts + 2,414 Watts (25%) = 12,072 Watts ÷ 240 Voltage = 50.0 A Amps Per Phase

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** DEDICATED CIRCUIT (RED, LOCKING) LABELED PER NFPA 72:10.6.5.2




## GENERAL NOTES

1. SEE SHEET E0.0 FOR ELECTRICAL, FIRE ALARM AND SIGNAL PLAN DESIGN NOTES
2. PROVIDE EMERGENCY LIGHTING AT ALL EXTERIOR DOORS PER SECTION 1008.3 LOCATION OF EMERGENCY LIGHTING TO BE DETERMINED BY SITE ARCHITECT BASED ON PROJECT SPECIFIC DESIGN
3. CBC SECTION 907.5.2.2.5, EMERGENCY POWER FOR EMERGENCY VOICE COMMUNICATION.
4. SEE DAYLIT FLOOR PLANS FOR DAYLIT LOCATIONS
5. WHEN ELECTRICAL PANEL WEIGHT EXCEEDS >20 LBS, SEE DETAILS 4 / A8.1 OR 10 / A8.1 FOR ATTACHMENT.

## ELECTRICAL PLAN – INTERIOR MOUNTED HVAC

SCALE: 1/4" = 1'-0"

PROJECT SPECIFIC STATE AGENCY APPROVAL

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DIV. OF THE STATE ARCHITECT
APP: 01-121860 INC:
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DATE: 06/30/2025

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CONTRACTORS LICENSE #837357


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PROJECT NAME:

OAKLAND UNIFIED SCHOOL DISTRICT
FREMONT HIGH SCHOOL
94601 FOOTHILL BLVD, OAKLAND
CA. 94601

SHEET TITLE:

ELECTRICAL PLAN 48'x40'
BUILDING 7000

A SEPARATE PROJECT APPLICATION FOR CONSTRUCTION IS REQUIRED

MFR. STRUCTURAL ENGINEER OF RECORD


ORION STRUCTURAL ENGINEERING, INC.
11305 RANCHO BERNARDO ROAD, SUITE 121 SAN DIEGO, CA 92127
(858) 679-1974 RYAN@ORIONSE.COM


MFR. PROJECT SPECIFIC PROFESSIONAL OF RECORD

ARCHITECT OF RECORD

REVISIONS
1 -
2 -
3 -
4 -

PROJECT NO.:
DRAWN BY:
SCALE: AS NOTED
DATE: 08/05/2024

SHEET NUMBER

2-E1.1-PS

RFI 40 - Phase 2
SK-05
9/26/25

Rated Amps: 100A
Interior: —
Exterior: X
NEMA Rated: 3R
Volts: 120/208
Phase / Wire: 1 PHASE/3 WIRE
Flush: —
Surface: X

| Description | Load | Ckt Bkr | | | Ckt Bkr | Load | Description |
|---|---|---|---|---|---|---|---|
| HVAC Q43H4-A | 3795 | 2 / 40 | 1 | 2 | 1 / 20 | 1080 | RECEPTS |
| HVAC Q43H4-A | 3795 | | 3 | 4 | 1 / 20 | 540 | RECEPT/EXT/GFCI/WP |
| INTERIOR LIGHTS | 448 | 1 / 20 | 5 | 6 | | | |
| | | | 7 | 8 | | | |
| | | | 9 | 10 | | | |
| | | | 11 | 12 | | | |
| | | | 13 | 14 | | | |
| | | | 15 | 16 | | | |
| | | | 17 | 18 | | | |
| | | | 19 | 20 | | | |
| | | | 21 | 22 | | | |
| | | | 23 | 24 | | | |

5,323 Watts + 4,335 Watts + 2,414 Watts (25%) = 12,072 Watts ÷ 240 Voltage = 50.0 A Amps Per Phase

(L) LABEL AND LOCK ON DEVICE

* CIRCUIT BREAKER TO BE IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS

** DEDICATED CIRCUIT (RED, LOCKING) LABELED PER NFPA 72:10.6.5.2

PANEL B

Rated Amps: 100A
Interior: —
Exterior: X
NEMA Rated: 3R
Volts: 120/208
Phase / Wire: 1 PHASE/3 WIRE
Flush: —
Surface: X

| Description | Load | Ckt Bkr | | | Ckt Bkr | Load | Description |
|---|---|---|---|---|---|---|---|
| HVAC Q43H4-A | 3795 | 2 / 40 | 1 | 2 | 1 / 20 | 1080 | RECEPTS |
| HVAC Q43H4-A | 3795 | | 3 | 4 | 1 / 20 | 540 | RECEPT/EXT/GFCI/WP |
| INTERIOR LIGHTS | 448 | 1 / 20 | 5 | 6 | | | |
| | | | 7 | 8 | | | |
| | | | 9 | 10 | | | |
| | | | 11 | 12 | | | |
| | | | 13 | 14 | | | |
| | | | 15 | 16 | | | |
| | | | 17 | 18 | | | |
| | | | 19 | 20 | | | |
| | | | 21 | 22 | | | |
| | | | 23 | 24 | | | |

5,323 Watts + 4,335 Watts + 2,414 Watts (25%) = 12,072 Watts ÷ 240 Voltage = 50.0 A Amps Per Phase

(L) LABEL AND LOCK ON DEVICE

* CIRCUIT BREAKER TO BE IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS

** DEDICATED CIRCUIT (RED, LOCKING) LABELED PER NFPA 72:10.6.5.2

PANEL C

Rated Amps: 100A
Interior: —
Exterior: X
NEMA Rated: 3R
Volts: 120/208
Phase / Wire: 1 PHASE/3 WIRE
Flush: —
Surface: X

| Description | Load | Ckt Bkr | | | Ckt Bkr | Load | Description |
|---|---|---|---|---|---|---|---|
| HVAC Q43H4-A | 3795 | 2 / 40 | 1 | 2 | 1 / 20 | 1080 | RECEPTS |
| HVAC Q43H4-A | 3795 | | 3 | 4 | 1 / 20 | 540 | RECEPT/EXT/GFCI/WP |
| INTERIOR LIGHTS | 448 | 1 / 20 | 5 | 6 | | | |
| | | | 7 | 8 | | | |
| | | | 9 | 10 | | | |
| | | | 11 | 12 | | | |
| | | | 13 | 14 | | | |
| | | | 15 | 16 | | | |
| | | | 17 | 18 | | | |
| | | | 19 | 20 | | | |
| | | | 21 | 22 | | | |
| | | | 23 | 24 | | | |

5,323 Watts + 4,335 Watts + 2,414 Watts (25%) = 12,072 Watts ÷ 240 Voltage = 50.0 A Amps Per Phase

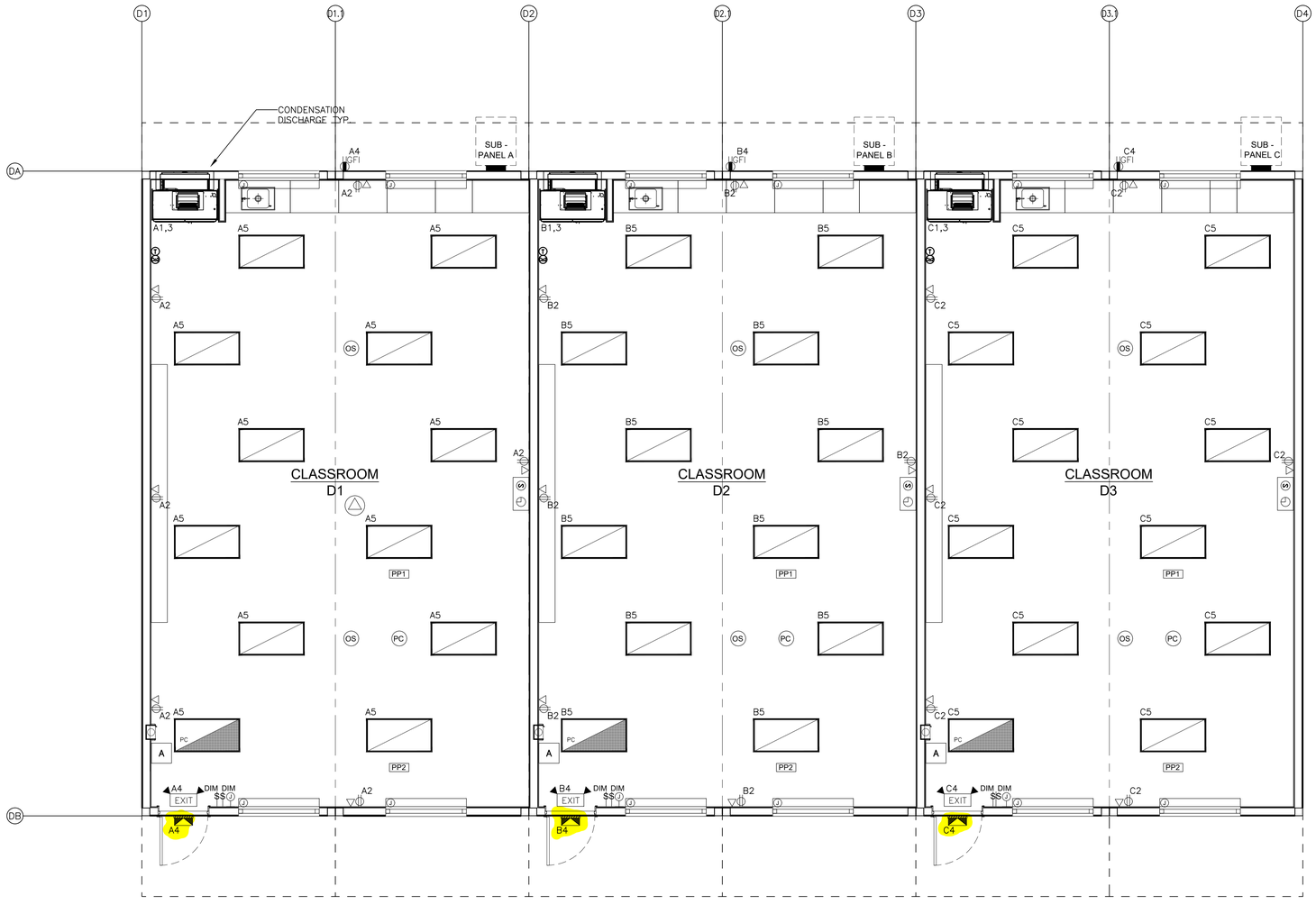
(L) LABEL AND LOCK ON DEVICE

* CIRCUIT BREAKER TO BE IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS

** DEDICATED CIRCUIT (RED, LOCKING) LABELED PER NFPA 72:10.6.5.2

## GENERAL NOTES

1. SEE SHEET E0.0 FOR ELECTRICAL, FIRE ALARM AND SIGNAL PLAN DESIGN NOTES
2. PROVIDE EMERGENCY LIGHTING AT ALL EXTERIOR DOORS PER SECTION 1008.3 LOCATION OF EMERGENCY LIGHTING TO BE DETERMINED BY SITE ARCHITECT BASED ON PROJECT SPECIFIC DESIGN
3. CBC SECTION 907.5.2.2.5, EMERGENCY POWER FOR EMERGENCY VOICE COMMUNICATION.
4. SEE DAYLIT FLOOR PLANS FOR DAYLIT LOCATIONS
5. WHEN ELECTRICAL PANEL WEIGHT EXCEEDS >20 LBS, SEE DETAILS 4/A8.1 OR 10/A8.1 FOR ATTACHMENT.




## ELECTRICAL PLAN – INTERIOR MOUNTED HVAC

SCALE: 1/4" = 1'-0"

PROJECT SPECIFIC STATE AGENCY APPROVAL

IDENTIFICATION STAMP
DIV. OF THE STATE ARCHITECT
APP: 01-121860 INC:
REVIEWED FOR
SS ☐ FLS ☐ ACS ☐
DATE: 06/30/2025

GLOBAL MODULAR incorporated
AURORA DESIGNS · MODTECH Designs · MODULAR STRUCTURES INTERNATIONAL INC. DESIGNS

CONTRACTORS LICENSE #837357


NORTHERN CALIFORNIA DIVISON
450 COMMERCE AVE
ATWATER, CA 95301
PHONE: (209) 676-8029
FAX: (209) 676-8067
WEBSITE: WWW.GDVI.NET

SOUTHERN CALIFORNIA DIVISON
1860 CHICAGO AVE., SUITE I-7
RIVERSIDE, CA 92507
PHONE: (951) 686-3633
FAX: (951) 686-3666
WEBSITE: WWW.GDVI.NET



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PROJECT NAME:

OAKLAND UNIFIED SCHOOL DISTRICT
FREMONT HIGH SCHOOL
94601 FOOTHILL BLVD, OAKLAND
CA. 94601

SHEET TITLE:

ELECTRICAL PLAN 72'x40'
BUILDING 6000

A SEPARATE PROJECT APPLICATION FOR CONSTRUCTION IS REQUIRED

MFR. STRUCTURAL ENGINEER OF RECORD

REGISTERED PROFESSIONAL ENGINEER · RYAN M. ORR · No. S 4457 · EXP. 12/31/26 · STRUCTURAL · STATE OF CALIFORNIA


ORION STRUCTURAL ENGINEERING, INC.
11305 RANCHO BERNARDO ROAD, SUITE 121 SAN DIEGO, CA 92127
(858) 679-1974 RYAN@ORIONSE.COM


MFR. PROJECT SPECIFIC PROFESSIONAL OF RECORD

ARCHITECT OF RECORD

REVISIONS
1 -
2 -
3 -
4 -

PROJECT NO.:
DRAWN BY:
SCALE: AS NOTED
DATE: 08/05/2024

SHEET NUMBER

2-E1.2-PS

TULUM Systems
Electrical
Labor Rates
Journeyman

| Description - Journeyman Electrician | Crew Rate | | | | |
|---|---|---|---|---|---|
| | Straight time | Overtime x 1 1/2 (2 hrs) | Overtime x 2 | SHIFT 1 | SHIFT 2 |
| Wages | $ 76.00 | $ 114.00 | $ 152.00 | $ 89.17 | $ 99.89 |
| | | | | | |
| Health Fund | $ 20.46 | $ 20.46 | $ 20.46 | $ 21.82 | $ 26.89 |
| Money Purchase Plan | $ 8.85 | $ 8.85 | $ 8.85 | $ 9.44 | $ 11.63 |
| Defined Benefit Plan - Pension | $ 15.12 | $ 15.12 | $ 15.12 | $ 16.13 | $ 19.87 |
| Apprenticeship Fund | $ 2.36 | $ 2.36 | $ 2.36 | $ 2.52 | $ 3.10 |
| Contract Adm. Fund(1.05% of Total Gross Payroll) | $ 0.80 | $ 1.20 | $ 1.60 | $ 0.85 | $ 1.05 |
| Alameda ECT | $ 0.15 | $ 0.15 | $ 0.15 | $ 0.16 | $ 0.20 |
| National Pension NEBF(3% of total Gross Payroll) | $ 2.28 | $ 3.42 | $ 4.56 | $ 2.43 | $ 3.00 |
| Labor Management Coop. CMT | $ 0.50 | $ 0.50 | $ 0.50 | $ 0.53 | $ 0.66 |
| | | | | | |
| Fringe Benefits | $ 50.52 | $ 52.06 | $ 53.60 | $ 53.89 | $ 66.40 |
| | | | | | |
| **Direct Cost Per Hour (DIR/IBEW)** | $ 126.52 | $ 166.06 | $ 205.60 | $ 143.06 | $ 166.28 |
| | | | | | |
| **Total Direct Cost** | $ 126.52 | $ 166.06 | $ 205.60 | $ 143.06 | $ 166.28 |

Burdent costs include SS, FUIT,Workers Comp, Gen.Lia.Ins, SUI, SDI,

| | | | | | |
|---|---|---|---|---|---|
| Soc. Sec. 7.65% (FICA) | $ 5.81 | $ 8.72 | $ 11.63 | $ 6.82 | $ 7.64 |
| Federal Unemployment Tax .8% | $ 0.61 | $ 0.91 | $ 1.22 | $ 0.71 | $ 0.80 |
| Workers Compensation Insurance | $ 7.00 | $ 7.00 | $ 7.00 | $ 7.00 | $ 7.00 |
| Liability Insurance | $ 3.11 | $ 4.67 | $ 6.22 | $ 3.42 | $ 3.58 |
| State Unemployment - 6.2% | $ 4.71 | $ 7.07 | $ 9.42 | $ 5.53 | $ 6.19 |
| Employer Furnished Tools-Article 15, 2.15 | $ 2.41 | $ 3.61 | $ 4.82 | $ 3.11 | $ 3.64 |
| NECA | $ 0.59 | $ 0.88 | $ 1.18 | $ 0.76 | $ 0.89 |
| | | | | | |
| Burden Cost | $ 24.24 | $ 32.86 | $ 41.49 | $ 27.35 | $ 29.74 |
| | | | | | |
| **Total Burden Cost** | $ 24.24 | $ 32.86 | $ 41.49 | $ 27.35 | $ 29.74 |
| **TOTAL COST** | $ 150.76 | $ 198.91 | $ 193.01 | $ 170.41 | $ 196.02 |

Source
TULUM Systems

Date Range
June 1, 2025 - May 31, 2026

TULUM Systems
Electrical
Labor Rates
Foreman

| Description - Foreman | Crew Rate | | | | | |
|---|---|---|---|---|---|---|
| | Straight time | Overtime x 1 1/2 (2 hrs) | Overtime x 2 | | SHIFT 1 | SHIFT 2 |
| Wages | $ 87.40 | $ 131.10 | $ 174.80 | | $ 90.07 | $ 100.88 |
| | | | | | | |
| Health Fund | $ 20.46 | $ 20.46 | $ 20.46 | | $ 21.82 | $ 25.72 |
| Money Purchase Plan | $ 8.85 | $ 8.85 | $ 8.85 | | $ 9.44 | $ 11.13 |
| Defined Benefit Plan - Pension | $ 15.12 | $ 15.12 | $ 15.12 | | $ 16.13 | $ 19.01 |
| Apprenticeship Fund | $ 2.36 | $ 2.36 | $ 2.36 | | $ 2.52 | $ 2.97 |
| Contract Adm. Fund(1.05% of Total Gross Payroll) | $ 0.92 | $ 1.38 | $ 1.84 | | $ 0.98 | $ 1.73 |
| Alameda ECT | $ 0.15 | $ 0.15 | $ 0.15 | | $ 0.16 | $ 0.19 |
| National Pension NEBF(3% of total Gross Payroll) | $ 2.62 | $ 3.93 | $ 5.24 | | $ 2.80 | $ 4.94 |
| Labor Management Coop. CMT | $ 0.50 | $ 0.50 | $ 0.50 | | $ 0.53 | $ 0.63 |
| | | | | | | |
| Fringe Benefits | $ 50.98 | $ 52.75 | $ 54.52 | | $ 54.38 | $ 66.31 |
| | | | | | | |
| **Direct Cost Per Hour (DIR/IBEW)** | $ 138.38 | $ 183.85 | $ 229.32 | | $ 144.45 | $ 167.20 |
| | | | | | | |
| **Total Direct Cost** | $ 138.38 | $ 183.85 | $ 229.32 | | $ 144.45 | $ 167.20 |

Burdent costs include SS, FUIT,Workers Comp, Gen.Lia.Ins, SUI, SDI, Union Dues, etc.

| | | | | | | |
|---|---|---|---|---|---|---|
| Soc. Sec. 7.65% (FICA) | $ 6.69 | $ 10.03 | $ 13.37 | | $ 6.89 | $ 7.72 |
| Federal Unemployment Tax .8% | $ 0.70 | $ 1.05 | $ 1.40 | | $ 0.72 | $ 0.81 |
| Workers Compensation Insurance | $ 7.00 | $ 7.00 | $ 7.00 | | $ 7.00 | $ 7.00 |
| Liability Insurance | $ 3.11 | $ 4.67 | $ 6.22 | | $ 3.42 | $ 3.58 |
| State Unemployment - 6.2% | $ 5.42 | $ 8.13 | $ 10.84 | | $ 5.58 | $ 6.25 |
| Employer Furnished Tools-Article 15, 2.15 | $ 2.41 | $ 3.61 | $ 4.82 | | $ 3.11 | $ 3.64 |
| NECA | $ 0.59 | $ 0.88 | $ 1.18 | | $ 0.76 | $ 0.89 |
| | | | | | | |
| Burden Cost | $ 25.91 | $ 35.36 | $ 44.83 | | $ 27.49 | $ 29.89 |
| | | | | | | |
| **Total Burden Cost** | $ 25.91 | $ 35.36 | $ 44.83 | | $ 27.49 | $ 29.89 |
| **TOTAL COST** | $ 164.29 | $ 219.21 | $ 274.15 | | $ 171.94 | $ 197.08 |

Source
TULUM Systems

Date Range
June 1, 2025 - May 31, 2026

TULUM Systems
Electrical
Labor Rates
General Foreman

| Description - General Foreman | Crew Rate | | | | | |
|---|---|---|---|---|---|---|
| | Straight time | Overtime x 1 1/2 (2 hrs) | Overtime x 2 | | SHIFT 1 | SHIFT 2 |
| Wages | $ 98.80 | $ 148.20 | $ 197.60 | | $ 115.93 | $ 129.85 |
| | | | | | | |
| Health Fund | $ 20.46 | $ 20.46 | $ 20.46 | | $ 21.82 | $ 25.72 |
| Money Purchase Plan | $ 8.85 | $ 8.85 | $ 8.85 | | $ 9.44 | $ 11.13 |
| Defined Benefit Plan - Pension | $ 15.12 | $ 15.12 | $ 15.12 | | $ 16.13 | $ 19.01 |
| Apprenticeship Fund | $ 2.36 | $ 2.36 | $ 2.36 | | $ 2.52 | $ 2.97 |
| Contract Adm. Fund(1.05% of Total Gross Payroll) | $ 1.04 | $ 1.56 | $ 2.07 | | $ 1.11 | $ 1.96 |
| Alameda ECT | $ 0.15 | $ 0.15 | $ 0.15 | | $ 0.16 | $ 0.19 |
| National Pension NEBF(3% of total Gross Payroll) | $ 2.96 | $ 4.45 | $ 5.93 | | $ 3.16 | $ 5.59 |
| Labor Management Coop. CMT | $ 0.50 | $ 0.50 | $ 0.50 | | $ 0.53 | $ 0.63 |
| | | | | | | |
| Fringe Benefits | $ 51.44 | $ 53.44 | $ 55.44 | | $ 54.87 | $ 67.18 |
| | | | | | | |
| **Direct Cost Per Hour (DIR/IBEW)** | $ 150.24 | $ 201.64 | $ 253.04 | | $ 170.80 | $ 197.04 |
| | | | | | | |
| **Total Direct Cost** | $ 150.24 | $ 201.64 | $ 253.04 | | $ 170.80 | $ 197.04 |

Burdent costs include SS, FUIT,Workers Comp, Gen.Lia.Ins, SUI, SDI, Union Dues, etc.

| | | | | | | |
|---|---|---|---|---|---|---|
| Soc. Sec. 7.65% (FICA) | $ 7.56 | $ 11.34 | $ 15.12 | | $ 8.87 | $ 9.93 |
| Federal Unemployment Tax .8% | $ 0.79 | $ 1.19 | $ 1.58 | | $ 0.93 | $ 1.04 |
| Workers Compensation Insurance | $ 7.00 | $ 7.00 | $ 7.00 | | $ 7.00 | $ 7.00 |
| Liability Insurance | $ 3.11 | $ 4.67 | $ 6.22 | | $ 3.42 | $ 3.58 |
| State Unemployment - 6.2% | $ 6.13 | $ 9.19 | $ 12.25 | | $ 7.19 | $ 8.05 |
| Employer Furnished Tools-Article 15, 2.15 | $ 2.41 | $ 3.61 | $ 4.82 | | $ 3.11 | $ 3.64 |
| NECA | $ 0.59 | $ 0.88 | $ 1.18 | | $ 0.76 | $ 0.89 |
| | | | | | | |
| Burden Cost | $ 27.58 | $ 37.87 | $ 48.17 | | $ 31.27 | $ 34.13 |
| | | | | | | |
| **Total Burden Cost** | $ 27.58 | $ 37.87 | $ 48.17 | | $ 31.27 | $ 34.13 |
| **TOTAL COST** | $ 177.83 | $ 239.51 | $ 301.21 | | $ 202.07 | $ 231.17 |

Source
TULUM Systems

Date Range
June 1, 2025 - May 31, 2026

**CONTRACTOR'S NAME: CAHILL**
**TRADE: CARPENTER** **$5.32 increase 7/1/26**

| | | JM REG | JM 1.5OT | JM 2OT | FM REG *GF REG $88.45 | FM 1.5 OT |
|---|---|---|---|---|---|---|
| **A** | **Basic Hourly Rate** | $ 67.01 | $ 100.52 | $ 134.02 | $ 73.71 | $ 110.57 |
| **B** | **Vacation & Holiday** | $ 6.08 | $ 6.08 | $ 6.08 | $ 6.08 | $ 6.08 |
| **C** | **Taxable rate** (A + B) | **$ 73.09** | **$ 106.60** | **$ 140.10** | **$ 79.79** | **$ 116.65** |
| **D** | **Fringes** (Health & Welfare, Pension, Training) | $ 31.00 | $ 31.00 | $ 31.00 | $ 31.00 | $ 31.00 |
| **E** | **Labor Burden / Payroll Taxes** *Only applied to "C" & total cannot exceed 25% OF "C" (SSI, Medicare, FUTA, SUI, Training tax, Workers Comp) | $ 18.27 | $ 26.65 | $ 35.03 | $ 19.95 | $ 29.16 |
| **F** | **TOTAL LABOR RATE** (C + D +E) | **$ 122.36** | **$ 164.24** | **$ 206.13** | **$ 130.74** | **$ 176.81** |

**10% change order markup should not be included here.

**CONTRACTOR'S NAME: CAHILL**
**TRADE: LABORER** **$2.65 increase 6/29/26**

| | | JM REG | JM 1.5OT | JM 2OT | FM REG | FM 1.5 OT |
|---|---|---|---|---|---|---|
| **A** | **Basic Hourly Rate** | $ 39.85 | $ 59.78 | $ 79.70 | $ 43.84 | $ 65.75 |
| **B** | **Vacation & Holiday** | $ 3.91 | $ 3.91 | $ 3.91 | $ 3.91 | $ 3.91 |
| **C** | **Taxable rate** (A + B) | **$ 43.76** | **$ 63.69** | **$ 83.61** | **$ 47.75** | **$ 69.66** |
| **D** | **Fringes** (Health & Welfare, Pension, Training) | $ 27.25 | $ 27.25 | $ 27.25 | $ 27.25 | $ 27.25 |
| **E** | **Labor Burden / Payroll Taxes** *Only applied to "C" & total cannot exceed 25% OF "C" (SSI, Medicare, FUTA, SUI, Training tax, Workers Comp) | $ 10.94 | $ 15.92 | $ 20.90 | $ 11.94 | $ 17.42 |
| **F** | **TOTAL LABOR RATE** (C + D +E) | **$ 81.95** | **$ 106.86** | **$ 131.76** | **$ 86.93** | **$ 114.33** |

**10% change order markup should not be included here.

# CHANGE ORDER REQUEST (Proposed Change Order)

# No. 12

**PROJECT:** Fremont Modernization Project
Fremont High School

**OWNER:** OAKLAND UNIFIED SCHOOL DISTRICT
**CONTRACTOR: CAHILL CONTRACTORS, LLC**
**1111 Broadway, Suite 1340**
**Oakland, CA 94607**

**DATE**: APRIL 17, 2026

**DSA FILE NO**.: 1-H8
**DSA APP NO.: 01-121860**
**OUSD PROJECT #: 22156**
**PROJECT MANAGER: JaQuan Cornish**

Contractor hereby submits this Change Order Request ("COR") pursuant to the contract documents.

DESCRIPTION OF PROPOSED CHANGES IN WORK (specifically refer to attached pages or incorporated documents): **PCO 12 (Cahill PCO 63) Phase II: RFI 99 Sewer & Water for the Water Fountain.** Per RFI 99 and DSA CCD-11A, sewer and domestic water lines to be installed for the drinking fountain. Added scope includes trenching and backfilling for the sewer line.

OTHER PROPOSED CHANGES TO THE CONTRACT:
_____
_____

PROPOSED ADJUSTMENT TO CONTRACT PRICE: $10,763.30
- If Contractor requests payment from an allowance, please indicate which allowance: _____

PROPOSED ADJUSTMENT TO CONTRACT TIME: 0 calendar days

REASON FOR REQUEST (check one or more):
____ Unforeseen Conditions
____ Direction by Government Agency
____ Owner Requested
_X__ Design Omission
____ Design Error
____ Other: _____

* * * * * * * * * * * *

## CERTIFICATION

I, Megan McDevitt *[name of declarant]*, declare the following:

**Cahill Contractors, LLC** has contracted with **Oakland Unified School District** for the **22156 Fremont Modernization** Contract ("Contract"). **Cahill Contractors, LLC** authorized me to prepare the attached Change

Order Request ("COR") or Allowance Expenditure Request ("AER") for money and/or time extension for **Oakland Unified School District** regarding this Contract (such COR or AER being dated **April 17, 2026**, and entitled **PCO 12 (Cahill PCO 63) Phase II: RFI 99 Sewer & Water for the Water Fountain**, and requesting $**10,763.30** and/or **0** additional days), and I prepared the attached COR or AER. I am the most knowledgeable person at **Cahill Contractors, LLC** regarding this COR or AER.

The attached COR or AER complies with all laws applicable to submission of a COR or AER, including but not limited to California Penal Code section 72, Government Code sections 12650 et seq. (False Claims Act), and Business and Professions Code sections 17200 et seq. (Unfair Business Practices Act). I am aware that submission or certification of false claims, or other claims that violate law or the Contract, may lead to fines, imprisonment, and/or other serious legal consequences for myself or **Cahill Contractors, LLC**.

The attached COR or AER does not breach the Contract, is not a false claim, does not violate any applicable law, satisfies all provisions of the Contract applicable to submission of the COR or AER, only contains truthful and accurate supporting data, and only requests money and/or time extensions that accurately reflect the adjustments to money and time for which I believe that **Oakland Unified School District** is responsible under its Contract with **Cahill Contractors, LLC.**

While preparing this declaration and COR or AER, I consulted with others (including attorneys, consultants, or others who work for **Cahill Contractors, LLC** when necessary to ensure that the statements were true and correct.

Contractor understands and agrees that any COR or AER submitted without this certification does not meet the terms of the Contract Documents; that Owner, or Owner's representatives, may reject the COR or AER on that basis; and that unless Contractor properly and timely files the COR or AER with the certification, Contractor cannot further pursue the COR or AER in any forum and all rights to additional money or time for the issues covered by the COR or AER are waived due to a condition precedent not having been satisfied.

I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed April 17, 2026, at Oakland, California.



_____ *[signature]*

Megan McDevitt *[name of declarant]*

319-661/7106498.1

# FREMONT MODERNIZATION

Oakland Unified School District
Job # 22156

# PCO LOG

4/17/2026 11:39 AM

| PCO # | GC PCO # | Description | Cont'r /Sub | Date Received | Proposed Amount | Approved Amount | Date Finalized | Reason Code | Status |
|---|---|---|---|---|---|---|---|---|---|
| 1 | 7 | Phase II: DSA Approved Plan Set Part 2 - Piers & GCs | Cahill / Azul | 09/09/25 | $629,992.00 | $557,442.47 | 11/12/2025 | Agency | Approved |
| 2 | 10 | Phase I: Soil Compaction Issues at Parking Lot | D-Line | 09/25/25 | $182,658.88 | $153,249.53 | 3/24/2026 | Unforeseen | for Approval |
| 3 | 30 | Phase I: Sidewalk Soil Compaction Issues | D-Line | 01/06/26 | $25,614.12 | $24,427.69 | 3/26/2026 | Unforeseen | for Approval |
| 4 | 31 | Phase II: Added Grout Behind Lagging | Azul | 01/14/26 | $19,442.78 | $19,442.78 | 3/26/2026 | Agency | for Approval |
| 5 | 38 | Phase I: Permits for Sidewalk Work | City of Oakland | 02/10/26 | $8,486.59 | $7,876.18 | 4/14/2026 | Agency | for Approval |
| 6 | 40 | Phase I: RFI 94 Add Section of Curb Under Fence | BCI | 02/10/26 | $7,352.34 | $7,352.24 | 4/14/2026 | Owner | for Approval |
| 7 | 41 | Phase II: RFI 96 Embed Conflict with Footing Rebar | BCI | 02/10/26 | $6,076.08 | $6,076.08 | 4/14/2026 | Error | for Approval |
| 8 | 42 | Phase II: RFI 91 Over-Ex & Added Slurry at Footings due to Wet Soil Conditions | BCI / D-Line | 02/10/26 | $5,495.86 | $5,495.86 | 4/14/2026 | Unforeseen | for Approval |
| 9 | 18 | Phase I: RFI 12 Replace Damaged Main Power Panel | Tulum | 10/27/25 | $18,170.84 | $19,748.05 | | Unforeseen | for Approval |
| 10 | 51 | Phase II: RFI 46 Power to Irrigation Controller | Tulum | 03/02/26 | $4,337.58 | $4,337.58 | | Omissions | for Approval |
| 11 | 57 | Phase II: RFI 40 & CCD-008B Exterior Lighting Changes | Cahill / Tulum | 03/16/26 | $18,271.85 | $18,271.85 | | Owner | for Approval |
| 12 | 63 | Phase II: RFI 99 Sewer & Water for the Water Fountain | D-Line / NVH / Lombardo | 04/08/26 | $10,763.30 | $10,763.30 | | Omissions | for Approval |
| | 37 | Phase II: RFI 59-59.2 Conflicts with Bioretention Wall Elevations at Driveway | BCI / D-Line | 01/27/26 | $14,515.25 | | | Omissions | in review |
| | 50 | Phase II: RFI 57 Unknown Gas Pipe Near Pile #43 | Cahill / Tap Masters | 03/02/26 | $4,566.26 | | | | in review |
| | 55 | Phase II: CCD-011A Fire Alarm Changes, Modular Pathway to FACP | Cahill / Tulum | 03/11/26 | $118,415.63 | | | Agency | in review |
| | 58 | Phase II: Dry-Rot Repairs at Auditorium Bldg Entrance | Cahill / Various | 03/23/26 | $304,171.68 | | | Unforeseen | in review |
| | | | | | | | | | |
| | | | | | | | | | |

| | |
|---|---|
| Preconstruction Contract Price: | $200,000.00 |
| Total Contract Price: | $10,922,885.00 |
| Total Proposed: | $1,378,331.04 |
| Total Approved: | $834,483.61 |
| Total Contract with Approved Changes: | $11,757,368.61 |
| CO Percentage of Base Contract: | 7.64% |

Notes: *Sent to Consultants: C=Civil/ S=Struct./M=Mech./E=Elec./ L=Lands./D=District/SC=SchooF=Fire/R=Roofing **Email is standard. F = Faxed ***Remarks: UC - Unforeseen Condition / DRC - District Requested Change / AC - Agency Change

PCO # 063

04/08/2026

OAKLAND UNIFIED SCHOOL DISTRICT
955 HIGH STREET
OAKLAND, California, 94601

**Re:** PCO #063 Revision 0 - CE #116 - PH2 RFI 099 - Sewer
**Job:** 0583-01 **/** OUSD FREMONT - BLDG A MODERNIZATION & NEW PARKING LOT

Enclosed please find **Potential Change Order #063** in the amount of $10,763.30 for:

CE #116 - PH2 RFI 099 - Sewer & Water for the Water Fountain
This PCO includes costs for the added sewer and water lines to the drinking fountain per RFI 099. There will be no added cost for the water line connection. Includes trenching and backfill for the sewer line.
There is no cost for the vent connection as long as it can be connected below the Modular floor. No through vent included to the roof.

| PCO Item | Description | Cost |
|---|---|---|
| 1 | Dline COR 028.1 - PH2 RFI 099 Added SS line to fountain | $8,903.00 |
| 2 | NVH - PH2 RFI 099 Vent & Water Line Connection at Fountain - NO COST | $0.00 |
| 3 | Lombardo Drilling - T&M sheet - Scan & Core thru Stem-wall for Vent | $1,040.00 |
| | Subtotal | $9,943.00 |
| | Insurance (1.35%): | $134.23 |
| | Builders Risk (1.40%): | $139.20 |
| | SDI (0.50%): | $49.72 |
| | Bond (0.62%): | $61.65 |
| | Oakland GRT (0.38%): | $37.78 |
| | Fee (4.00%): | $397.72 |
| | Total: | $10,763.30 |

This pricing is valid for 30 days. This PCO includes a schedule extension of 0 days. We reserve the right to a contract time extension should the work contained in this PCO impact the overall project schedule.

Please sign below to approve and return to our office. Upon your signature, we will execute the appropriate subcontract adjustments and include this in a forthcoming Prime Contract Change Order to cover this added scope. If at any time contingency funds are used to pay for additional work, Cahill reserves the right to request a change order at a later date if it becomes apparent that contingency funds are needed elsewhere. Please call if you have any questions.

**Very truly yours,**
Cahill Contractors LLC



Megan McDevitt 04/08/2026

**Accepted by:**
OAKLAND UNIFIED SCHOOL DISTRICT

# CHANGE ORDER REQUEST

# 28.1

**Title:** RFI#99 Piping routing information required for drinking fountain
**Project Name:** Fremont High School Modernization
**Project Address:** 4610 Foothill Boulevard
Oakland, CA 94601
**COR Date:** 04/02/2026
**T&M Tag Numbers:** EX04451, EX04453
**D-Line Constructors, Inc Job Number:** 2504
**Customer Job Number:**
**Customer Reference Number:**

**Our Information**

**D-Line Constructors, Inc**
2744 East 11th Street
Oakland, CA 94601
**Phone:** (510)-251-6400

**Customer Information**

**Cahill Contractors**
1111 Broadway, Suite 1340
Oakland, CA 94607

**Description of Change Order Request**

**T&M Tag EX04451:**
Layout the water fountain footing and the ss 3” line
Received the material for the ss line from the water fountain to the POC
Excavation of the ss trench 35’ long x 12” wide x 30” deep pipe excavation by hand
Excavation of the water fountain footing 8’ long x 2.5’ wide x 2’ deep
Excavation the trench for the water connection for the water fountain
Bedding with sand the trench with the 2% slope
Bring sand from Argen on the truck
Secure the trench

**T&M Tag EX04453:**After bedding with sand and install the 3” pipe with the 2% slope

Shading with sand 1’ over the line and install detectable tape

Backfill and compacted with the jumping jack every 1’

Regrading all the area damage for the excavation

**Labor**

| Description | Qty (HR) | Unit (HR) | Rate (HR) | Total Cost |
|---|---|---|---|---|
| Tag EX04451 - Laborer | 10.00 | ST | $80.76 | $807.60 |
| Tag EX04451 - Laborer - Foreman | 8.00 | ST | $85.63 | $685.04 |
| Tag EX04451 - Operator | 5.00 | ST | $114.58 | $572.90 |
| Tag EX04451 - Laborer | 8.00 | ST | $80.76 | $646.08 |
| Tag EX04451 - Laborer | 1.00 | OT | $105.08 | $105.08 |
| Tag EX04453 - Laborer - Foreman | 8.00 | ST | $85.63 | $685.04 |
| Tag EX04453 - Laborer - Foreman | 0.50 | OT | $112.37 | $56.19 |
| Tag EX04453 - Laborer | 16.00 | ST | $80.76 | $1,292.16 |
| **Hours Subtotals:** **ST:** 55.00 **OT:** 1.50 | | | **Total Labor:** | **$4,850.09** |



POWERED BY CLEARSTORY

**Material**

| Description | Qty of Material | Unit of Measure | Rate | Total Cost |
|---|---|---|---|---|
| Tag EX04451 - Utility sand | 4.00 | Tons | $65.00 | $260.00 |
| Tag EX04451 - Ss materials | 1.00 | LS | $750.00 | $750.00 |
| | | | **Total Material:** | **$1,010.00** |

**Equipment**

| Description | Qty of Equipment | Unit of Measure | Rate | Total Cost |
|---|---|---|---|---|
| Tag EX04451 - 5CY DUMP TRUCK | 8.00 | HR | $59.00 | $472.00 |
| Tag EX04451 - EXCAVATOR 1.8-3.5 | 8.00 | HR | $58.00 | $464.00 |
| Tag EX04451 - PICKUP/CREW TRUCK | 8.00 | HR | $38.00 | $304.00 |
| Tag EX04453 - PICKUP/CREW TRUCK | 16.00 | HR | $38.00 | $608.00 |
| | | | **Total Equipment:** | **$1,848.00** |

| | | |
|---|---|---|
| **Subtotal** | | **$7,708.09** |
| Tax Rate (Materials) | 0.000% | $0.00 |
| Mark Up Rate (Subtotal) | 10.000% | $770.81 |
| **Requested Total** | | **$8,478.90** |

FOCON 5% = $8,903

**Terms & Conditions**



POWERED BY CLEARSTORY

# TIME AND MATERIAL TAG
# EX04451

**Title:** Water fountain ss excavation
**Project Name:** Fremont High School Modernization
**Project Address:** 4610 Foothill Boulevard
Oakland, CA 94601
**Date(s) of Work Performed:** 03/25/2026
**D-Line Constructors, Inc Job Number:** 2504
**Cost Code:**
**Customer Job Number:**
**Customer Reference Number:**

**Our Information**

**D-Line Constructors, Inc**
2744 East 11th Street
Oakland, CA 94601
**Phone:**(510)-251-6400

**Customer Information**

**Cahill Contractors**
1111 Broadway, Suite 1340
Oakland, CA 94607

**Description of the Work**

Layout the water fountain footing and the ss 3” line
Received the material for the ss line from the water fountain to the POC
Excavation of the ss trench 35’ long x 12” wide x 30” deep pipe excavation by hand
Excavation of the water fountain footing 8’ long x 2.5’ wide x 2’ deep
Excavation the trench for the water connection for the water fountain
Bedding with sand the trench with the 2% slope
Bring sand from Argen on the truck
Secure the trench

**Labor**

| Worker Name / Description | Date of Work | Quantity of Worker | ST | OT | DT | POT | PDT | Total |
|---|---|---|---|---|---|---|---|---|
| Laborer | 03/25/2026 | 2 | 8 | | | | | 16 |
| Laborer - Foreman | 03/25/2026 | 1 | 8 | 1 | | | | 9 |
| Operator | 03/25/2026 | 1 | 8 | | | | | 8 |
| Laborer | 03/25/2026 | 1 | 8 | 1 | | | | 9 |
| | **Total Labor:** | **5** | **40** | **2** | **0** | **0** | **0** | **42** |

**Material**

| Material Name | Date of Work | Unit of Measure | Quantity of Unit | Total |
|---|---|---|---|---|
| Utility sand | 03/25/2026 | Tons | 4 | 4 |
| Ss materials | 03/25/2026 | Recipes | 1 | 1 |

**Equipment**

| Equipment Name | Date of Work | Pieces of Equipment | Unit of Measure | Quantity of Unit | Total |
|---|---|---|---|---|---|
| 5CY DUMP TRUCK | 03/25/2026 | 1 | HR | 8 | 8 |
| EXCAVATOR 1.8-3.5 | 03/25/2026 | 1 | HR | 8 | 8 |
| PICKUP/CREW TRUCK | 03/25/2026 | 1 | HR | 8 | 8 |

**Terms & Conditions**

Digitally Signed by:



Date Signed:

Mar 26, 2026 12:52 PM PDT

**Name:** Jose Buenrostro
**Company:** D-Line Constructors, Inc

Digitally Signed by:



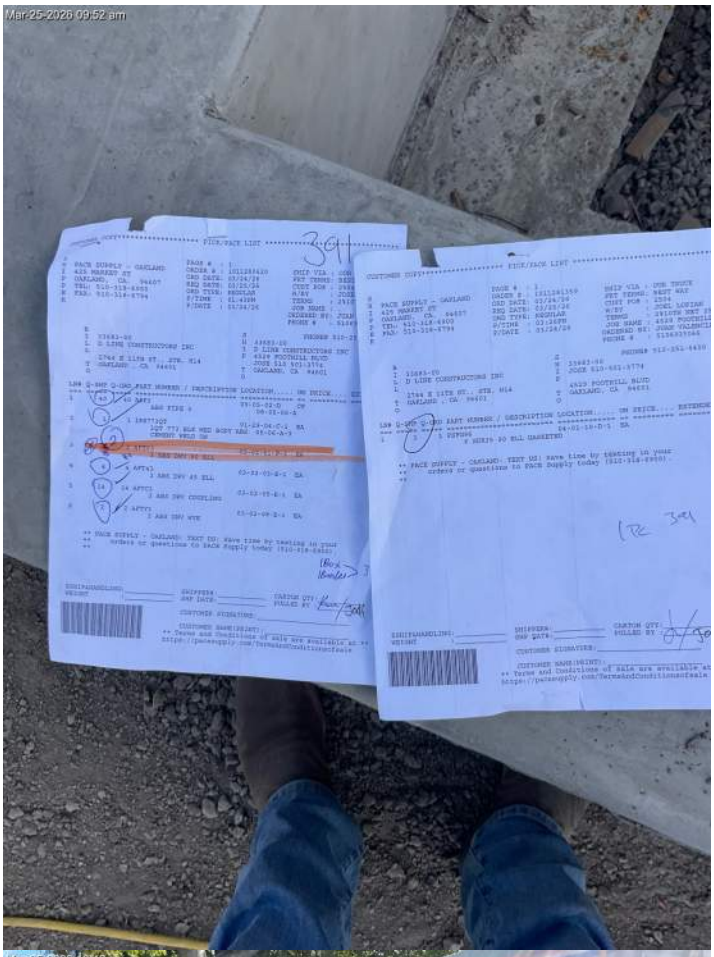
Date Signed:

Mar 26, 2026 12:56 PM PDT

**Name:** Diego Baron
**Company:** Cahill Contractors


Mar-25-2026 10:42 am


Mar-25-2026 12:22 pm
ARGENT MATERIALS
8300 Baldwin Street, Oakland, CA 94621
(510) 638-7188
sales@argentmaterials.com
Ticket #: 7303818
3/25/2026
Time: 12:05 PM
DRIVER DELIVERY LOCATION
Ticket Note:
Order: 15400 - Fremont HS- 4610 Foothill
Customer: 1430 - D-Line Constructors
Product: 703 - Sand Construction - Recycle
Truck: DLNE13101 - Truck
PO #:
Job #: 2504
Tons Pounds
Gross: 11.25 22,500
Tare: 7.02 14,040
Net: 4.23 8,460
4.23 Ton
Loads Today: 1
TRUXID:
Units Today: 4.23
DRIVER SIGNATURE:
Weighmaster: Jackie Madrigal
Drivers
You are responsible for "Ticket Dispensation"
Keep one copy of this ticket for your records and give one copy to your Customer.
PLEASE WATER LOADS AT JOB SITE TO PREVENT DUST WHEN


Mar-25-2026 09:52 am


Mar-25-2026 10:12 am

# TIME AND MATERIAL TAG
# EX04453

**Title:** Backfill the ss trench for the water fountain
**Project Name:** Fremont High School Modernization
**Project Address:** 4610 Foothill Boulevard
Oakland, CA 94601
**Date(s) of Work Performed:** 03/26/2026
**D-Line Constructors, Inc Job Number:** 2504
**Cost Code:**
**Customer Job Number:**
**Customer Reference Number:**

**Our Information**

**D-Line Constructors, Inc**
2744 East 11th Street
Oakland, CA 94601
**Phone:**(510)-251-6400

**Customer Information**

**Cahill Contractors**
1111 Broadway, Suite 1340
Oakland, CA 94607

**Description of the Work**

After bedding with sand and install the 3” pipe with the 2% slope

Shading with sand 1’ over the line and install detectable tape

Backfill and compacted with the jumping jack every 1’

Regrading all the area damage for the excavation

**Labor**

| Worker Name / Description | Date of Work | Quantity of Worker | ST | OT | DT | POT | PDT | Total |
|---|---|---|---|---|---|---|---|---|
| Laborer - Foreman | 03/26/2026 | 1 | 8 | 0.50 | | | | 8.50 |
| Laborer | 03/26/2026 | 2 | 8 | | | | | 16 |
| | **Total Labor:** | **3** | **24** | **0.50** | **0** | **0** | **0** | **24.50** |

**Equipment**

| Equipment Name | Date of Work | Pieces of Equipment | Unit of Measure | Quantity of Unit | Total |
|---|---|---|---|---|---|
| PICKUP/CREW TRUCK | 03/26/2026 | 2 | HR | 8 | 16 |

**Terms & Conditions**

Digitally Signed by:
Date Signed:
Mar 26, 2026 08:12 AM PDT
**Name:** Jose Buenrostro
**Company:** D-Line Constructors, Inc

Digitally Signed by:
Date Signed:
Mar 26, 2026 12:59 PM PDT
**Name:** Diego Baron
**Company:** Cahill Contractors


Mar-26-2026 07:27 am
CAUTION


Mar-26-2026 07:27 am
18
From step

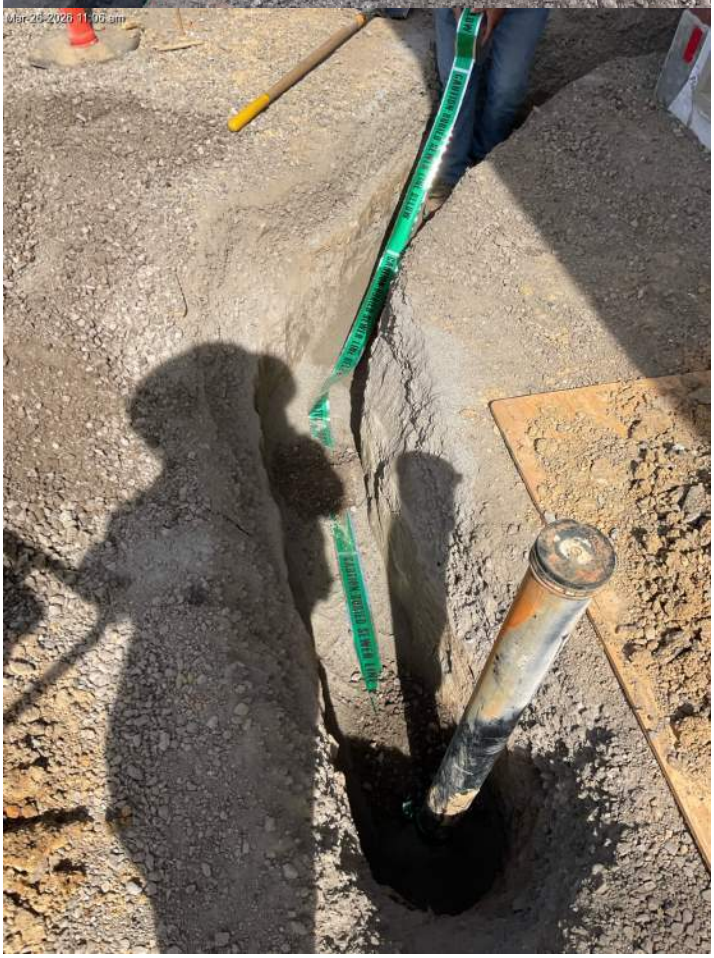









Mar-26-2026 11:22 am
D-LINE
construction


Mar-26-2026 11:06 am




***Lombardo Diamond Core Drilling Company, Inc.***
2225 DE LA CRUZ BLVD., SANTA CLARA, CA 95050-3063
PHONE: (408) 727-7922 Fax: (408) 988-5326


Service Rates Valid 7/01/2025 to 7/01/2026

SCAN & CORE VENT HOLE IN STEM WALL

| Equipment Services | Per Hour | Minimum Charge |
|---|---|---|
| **GPR Scanning 4 Hour Minimum** | | $800.00 |
| GPR Concrete Scanning | $200.00 | |
| **GPR Utility Locating 4 Hour Minimum** | | $800.00 |
| Utility Locating for trenching | $200.00 | |
| **Core Drill 4 Hour Minimum** | | $720.00 |
| Core Drill | $180.00 | |
| **Diesel Saw 4 Hour Minimum** | | $720.00 |
| Diesel Saw | $180.00 | |
| **Electric Saw 4 Hour Minimum** | | $760.00 |
| Electric Saw | $190.00 | |
| **Wall Saw-OP 4 Hour Minimum** | | $780.00 |
| Wall Saw | $195.00 | |
| **Wire Saw Crew-Op 8 Hour Minimum** | | $3,660.00 |
| Wire Saw Crew | $457.50 | |
| **Diamond Wire Cost** | $159.39 | Per Meter |
| **Brokk Robotic Breaking Crew 8 Hour Minimum** | | $3,520.00 |
| **Brokk Robotic Breaking Crew** | $370.00 | |
| **Hand Demolition** | | |
| Hand Demo Labor Per Man | $160.00 | $640.00 |
| Extra man Labor, core-catching, water control | $138.00 | $552.00 |
| **OE Equipment** | | |
| Bobcat-breaking-700 Series | $200.00 | $800.00 |
| Bobcat-excavating-700 Series | $200.00 | $800.00 |
| Mini-Excavator | $205.00 | $820.00 |
| Backhoe-excavating | $200.00 | $800.00 |
| Backhoe-Hyram | $200.00 | $800.00 |
| **Fuel Rate per hour worked from portal to portal** | $10.00/ per hr worked | |
| **Travel Portal to Portal** | | |
| Labor Mob/De-mob | $120.00 | |
| OE Equipment Mob/De-mob | $205.00 | |
| Slurry Recovery Per 55) Gal Barrel | $95.00 | |

$ 800
+$ 120
+$ 120
$1,040

**Sublets/Materials/Dump Fee's Cost Plus 15%**

* Disposal fees for concrete breaking and removal are not included
* An additional charge of $32.00 per hour will be added for overtime Labor work
* An additional charge of $64.00 per hour will be added for double time Labor work
* An additional charge of $67.00 per hour will be added for overtime OE Operator work
* An additional charge of $134.00 per hour will be added for double time Operator work
* 3% Additional Administration fee for certified payroll reporting
* 3% Additional Convenience fee for all credit card transactions

**Lombardo Estimator/ Project Manager Contact Info:**

Jason Saiz - South Bay Region/ East Bay Region
(408) 891-0732 / jason@lombardodrilling.com

Rick Long II - Peninsula / San Francisco Region (408) 642-0519/ rick@lombardodrilling.com

**Cahill Contractors LLC**
425 California Street, Suite 2200
San Francisco, California 94104
P: (415) 986-0600

**Project: 0583-01 OUSD FREMONT - BLDG A MODERNIZATION & NEW PARKING LOT**
4610 Foothill Blvd / 4529 Foothill Blvd
Oakland, California 94601

# RFI #99-Phase2: Piping Routing Information Required for Drinking Fountain

| | | | |
|---|---|---|---|
| **Revision** | 0 | **Status** | Closed on 03/11/26 |
| **To** | Eleni Antonelli (HIBSER YAMAUCHI ARCHITECTS, INC.) | **From** | Will Nethercutt (CAHILL CONTRACTORS) |
| **Date Initiated** | Jan 29, 2026 | **Due Date** | Feb 5, 2026 |
| **Location** | | | |
| **Cost Impact** | | **Schedule Impact** | |
| **Spec Section** | | | |
| **Drawing Number** | | **Reference** | |
| **Linked Drawings** | 2-C5.0 | | |
| **Copies To** | Eleni Antonelli (HIBSER YAMAUCHI ARCHITECTS, INC.), Diego Baron (CAHILL CONTRACTORS), Paul Cormican (CAHILL CONTRACTORS), JaQuan Cornish (OAKLAND UNIFIED SCHOOL DISTRICT), Ken DeCarlo , Justin Mapalo , Megan McDevitt (CAHILL CONTRACTORS), Chris Mendez (CAHILL CONTRACTORS), Nick Misakian (CAHILL CONTRACTORS), Will Nethercutt (CAHILL CONTRACTORS), Christina Stone (OAKLAND UNIFIED SCHOOL DISTRICT) | | |
| **Priority** | 2 - High | **Sub RFI#** | |
| **Posted to Drawings** | No | | |

## Activity

**Question**

**Question from Will Nethercutt CAHILL CONTRACTORS** *on Thursday, Jan 29, 2026 at 10:13 AM PST*

Ref: 2-L4.01, 2-C5.0

2-L4.01 calls for a drinking fountain to be installed alongside building 8000. 2-C5.0 shows the drinking fountain on the civil utility plan, but does not show domestic water or SS lines going to the drinking fountain.

1. Please provide routing for the utility lines for the drinking fountain.

**Attachments**
RFI 99 - Phase 2 - Piping Routing Information Required for Drinking Fountain.pdf

**Official Response**

**Response from Eleni Antonelli HIBSER YAMAUCHI ARCHITECTS, INC.** *on Thursday, Mar 5, 2026 at 05:47 PM PST*

DSA approved CCD-011A attached for reference.

**Attachments**
01-121860_CCD_011_A.pdf

**Official Response**

**Response from Will Nethercutt CAHILL CONTRACTORS** *on Tuesday, Feb 24, 2026 at 11:58 AM PST*

Additional direction received from GM via email from Aaron on 2/24/26.

**Attachments**
Additional GM direction for RFI 99.pdf

**Official Response**

**Response from Will Nethercutt CAHILL CONTRACTORS** *on Monday, Feb 23, 2026 at 09:41 AM PST*

Response received from GM via email from Aaron on 2/23/26.

**Attachments**
RFI 99 Piping Routing Information Required for Drinking Fountain - GM Response Received 2.23.26.pdf

**Official Response**

**Response from Eleni Antonelli HIBSER YAMAUCHI ARCHITECTS, INC.** *on Thursday, Feb 19, 2026 at 11:54 AM PST*

Reference updated architectural and landscape site plans included in the enclosed revised CCD-013A DRAFT for new location of drinking fountain and nearby bench. HY confirmed with Project Inspector that this CCD will need to be reviewed by DSA for accessibility.

**Attachments**
5983 Fremont HS-rfi#99-phase2-piping_routing_information_required_for_drinking_fountain_HY RESPONSE REV.pdf

**Official Response**

**Response from Eleni Antonelli HIBSER YAMAUCHI ARCHITECTS, INC.** *on Tuesday, Feb 17, 2026 at 05:53 PM PST*

No exceptions to the drinking fountain being relocated as shown. Adjacent bench will be relocated, pending direction from landscape architect, to allow for more space around the accessible low drinking fountain. Please confirm/coordinate with Global modular about coring through the modular foundation for the vent line.

**Official Response**

**Response from Will Nethercutt CAHILL CONTRACTORS** *on Tuesday, Feb 17, 2026 at 07:35 AM PST*

In order to vent the drinking fountain using the sink drain line, a wet vent must be used. This requires the drinking fountain to be shifted North so the vent line can run the shortest distance to the sink in the modular as shown in this attachment. A new sleeve will need to be cored in the modular footing as high as possible. Drinking fountain waste line to be run around to the front of the modular building as shown. Please confirm this is acceptable.

**Attachments**
RFI 99 Additional Detail.pdf

**Official Response**

**Response from Eleni Antonelli HIBSER YAMAUCHI ARCHITECTS, INC.** *on Tuesday, Feb 10, 2026 at 03:09 PM PST*

Per discussions with Cahill, the drinking fountain plumbing lines can be connected to the CW and SS lines of Building 8000. The SS line of the drinking fountain being connected to the building's SS line will require a vent to extend 10' above grade. Contractor to confirm size of existing vent for the sink in order to tie into that existing vent.

**Attachments**
5983 Fremont HS-rfi#99-phase2-piping_routing_information_required_for_drinking_fountain_HY RESPONSE.pdf

DSA **140**

# APPLICATION FOR SUBMITTAL OF POST-APPROVAL DOCUMENT

This application is for submittal of documents, after the initial approval of the project (post-approval documents), that require Division of the State Architect (DSA) review and approval.This form shall be completed by the Design Professional in General Responsible Charge of the project, in accordance with California Code of Regulations, Title 24, Part 1, Sections 4-317, 4-323 and 4-338 and in compliance with DSA IR A-6: Construction Change Document Submittal and Approval Process.

DSA documents referenced within this form are available on the DSA Forms or DSA Publications webpages.

**1. SUBMITTAL TYPE: (Is this a resubmittal? Yes ☐ No ☐)**

| Deferred Submittal ☐ | Addendum Number: | Revision Number: | CCD Number: 011 | Category A ☑ or B ☐ |
|---|---|---|---|---|

**2. PROJECT INFORMATION:**

| School District/Owner: Oakland Unified School District | DSA File Number: 1 H8 |
|---|---|
| Project Name/School: Fremont HS Modernization Modular Buildings | DSA Application Number 01 121860 |

**3. APPLICANT INFORMATION:**

| Date Submitted: 02/27/26 | Attached Pages? No ☐ Yes ☑ Number of pages? 9 total | | |
|---|---|---|---|
| Firm Name: Hibser Yamauchi Architects | Contact Name: Eleni Antonelli | | |
| Work Email: eantonelli@hy-arch.com | Work Phone: (510) 446-2222 | | |
| Firm Address: 300 27th St. | City: Oakland | State: CA | Zip Code: 94612 |

**4. REASON FOR SUBMITTAL: (Check applicable boxes)**

☐ For revision or addendum prior to construction.

☑ For a project currently under construction.

☐ For a project that has a form *DSA 301-N: Notification of Requirement for Certification*, *DSA 301-P: Posted Notification of Requirement for Certification* or a 90-Day Letter issued.

☐ To obtain DSA approval of an existing uncertified building or buildings.

☐ For Category B CCD this is: ☐ a voluntary submittal, ☐ a DSA required submittal (attach DSA notice requiring submission).

**5. DESIGN PROFESSIONAL IN GENERAL RESPONSIBLE CHARGE:**

Name of the Design Professional In General Responsible Charge: Craig Durand

Professional License Number: C-33859 Discipline: Architecture

**Design Professional in General Responsible Charge Statement:** The attached post-approval documents have been examined by me for design intent and appear to meet the appropriate requirements of Title 24, California Code of Regulations and the project specifications. They are acceptable for incorporation into the construction of the project.

**Signature:** _____

*DESIGN PROFESSIONAL IN GENERAL RESPONSIBLE CHARGE*

**6. CONFIRMATION, DESCRIPTION AND LISTING OF DOCUMENTS:**

For addenda, revisions, or CCDs: CHECK THIS BOX ☑ to confirm that *all* post-approval documents have been stamped and signed by the Responsible Design Professional listed on form *DSA 1: Application for Approval of Plans and Specifications* for this project. (For *Deferred Submittals*, refer to *IR A-18: Use of Construction Documents Prepared by Other Professionals,* and *IR A-19: Design Professional's Signature and Seal (Stamp) on Construction Documents*, when applicable, for signature and seal requirements.)

Provide a brief description of construction scope for this post-approval document (attach additional sheets if needed):

Relocate drinking fountain and nearby bench.

List of DSA-approved drawings affected by this post-approval document:

2-A0.03, 2-A0.05, 2-A1.04, 2-A2.02, 2-C2.0, 2-C3.0, 2-L4.01, 2-L6.01

**DSA USE ONLY**

SSS _____ Date _____ ☐Approved ☐Disapproved ☒Not Required

Comments: _____

FLS _____ Date _____ ☐Approved ☐Disapproved ☒Not Required

Comments: _____

ACS John Chavez Date 03/04/2026 ☒Approved ☐Disapproved ☐Not Required

Comments: _____

| Returned | DSA STAMP |
|---|---|
| Date: | APPROVED<br>DIV. OF THE STATE ARCHITECT<br>APP: 01-121860 INC:<br>REVIEWED FOR<br>SS ☐ FLS ☐ ACS ☑<br>DATE: 03/04/2026 |
| By: | |

GRAPHIC SCALES: 1/16" = 1'-0" (0 5' 50') | 1/8" = 1'-0" (0 5' 25') | 1/4" = 1'-0" (0 1' 12') | 1/2" = 1'-0" (0 1' 6') | 3/4" = 1'-0" (0 4') | 1" = 1'-0" (0 1' 3') | 1 1/2" = 1'-0" (0 2') | 3" = 1'-0" (0 1')

IF THIS SHEET IS NOT 30"x42" , IT IS A REDUCED PRINT SCALE ACCORDINGLY

APPROVED
DIV. OF THE STATE ARCHITECT
APP: 01-121860 INC:
REVIEWED FOR
SS☐ FLS☐ ACS☑
DATE: 03/04/2026

# DSA 810

## FIRE & LIFE SAFETY SITE CONDITIONS SUBMITTAL

Division of the State Architect (DSA) documents referenced within this publication are available on the DSA Forms or DSA Publications webpages.

To facilitate the Division of the State Architect's (DSA) fire and life safety plan review of project site conditions, DSA requires the design professional to provide the following information at time of project submittal for projects consisting of construction of a new campus, construction of new building(s), additions to existing buildings, and for site alternate design means for fire department emergency vehicle access, and fire suppression water supply.

Information associated with compliance items 1 through 3 below is to be provided for all project types indicated above. Information associated with items 4 through 7 is to be completed when an alternate means is utilized. Acknowledgement by the school district and signature from the Local Fire Authority (LFA) is only required when an alternate design means is being requested.

The Project Information and Fire & Life Safety Information sections are to be completed for all projects and imaged onto the fire access site plan. When an alternate design/means is proposed, all sections on pages 1 and 2 are to be completed and imaged on the fire access site plan.

For additional information refer to the instructions at the end of this form and DSA Policy *PI, 09-01: Fire Flow for Buildings.*

| PROJECT INFORMATION | |
|---|---|
| School District/Owner: | Oakland Unified School District |
| Project Name/School: | Fremont High School Modular Buildings |
| Project Address: | 4610 Foothill Blvd. Oakland, 94601 |

| FIRE & LIFE SAFETY INFORMATION | | | |
|---|---|---|---|
| 1. | Has a fire hydrant flow test been performed within the past 12 months? *(If yes, provide a copy of the test data.)* | Yes ☑ | No ☐ |
| 2. | Was the fire hydrant water flow test performed as part of this LFA review? | Yes ☐ | No ☑ |
| 3. | Is the project located within a designated fire hazard severity zone (FHSZ) as established by Cal-Fire? *(If yes, indicate FHSZ classification below.)* | Yes ☐ | No ☑ |
| | Refer to the following website for FHSZ locations: http://egis.fire.ca.gov/FHSZ/ | Moderate ☐ High ☐ | Very High ☐ |
| | Wildland Interface Area (WIFA) *(If any designations are checked, project design must meet the requirements of CBC Chapter 7A.)* | | WIFA ☐ |

## LEGEND

- EXISTING BUILDING - NO WORK
- AREA OF WORK
- (E) EMERGENCY VEHICLE ACCESS LANE, PER DSA APP #01-116833 INC.1
- EMERGENCY VEHICLE ACCESS LANE, THIS DSA APP
- LIMIT OF WORK
- (E) ASSUMED PROPERTY LINE
- (E) CHAINLINK FENCE
- (E) ACCESSIBLE PATH OF TRAVEL AT GROUND LEVEL, PER DSA #01-121157
- ACCESSIBLE PATH OF TRAVEL AT UPPER LEVEL, THIS DSA APP
- 262' EXTENSION PER C.F.C. SECTION 507.5.1
- (F) (E) FIRE HYDRANT
- CONCRETE RETAINING WALL IN FRONT OF CONCRETE DRILLED PIER, SSD, 1 & 2/2-S5.05

## BUILDING CODE ANALYSIS

| | BLDG 6000 | BLDG 7000 | NON SEPARATED 6000 & 7000 | BLDG 8000 |
|---|---|---|---|---|
| CONSTRUCTION TYPE | V-B | V-B | V-B | V-B |
| OCCUPANCY | E | E & B | E & B | B |
| BUILDING AREA | 2,880 SF | 1,920 SF | 4,800 SF | 960 SF |
| # OF STORIES | 1 | 1 | 1 | 1 |
| HEIGHT | 11' - 6" | 11' - 6" | 11' - 6" | 11' - 6" |
| SPRINKLERED | NO | NO | NO | NO |
| ALLOWABLE AREA | 9,000 SF | 9,000 SF | 9,000 SF | 9,000 SF |

## CALGREEN ANALYSIS

CLIMATE ZONE: 3

STUDENT BIKE RACKS REQUIRED: 8 (4X2 BUILDINGS WITH STUDENTS)
STUDENT BIKE RACKS PROVIDED: 8 (2 BIKE RACKS FOR 4 BIKES EACH)

STAFF BIKE LOCKERS REQUIRED: 6 (2X3 BUILDINGS WITH STAFF)
STAFF BIKE LOCKERS PROVIDED: 6 (3 DOUBLE LOADED LOCKERS)

SOLAR PV SYSTEM: NOT REQUIRED
SEE MODULAR SERIES SHEETS FOR ADDITIONAL INFORMATION

## FIRE FLOW REQUIREMENTS

MOST DEMANDING STRUCTURE IN SCOPE: **BUILDING 6000**
SQUARE FOOTAGE: **2880 SF** (3'24'X40')
CONSTRUCTION TYPE: **V-B** (SEE PC DRAWINGS A0.0a)
FIRE FLOW REQ'T PER CFC APPENDIX BB TABLE BB 105.1: **1500 GPM**
FIRE FLOW PROVIDED: 1,500 GPM AT FIRE HYDRANT #2 & 1,411 GPM AT FIRE HYDRANT #1

## DSA CERTIFICATION DATA

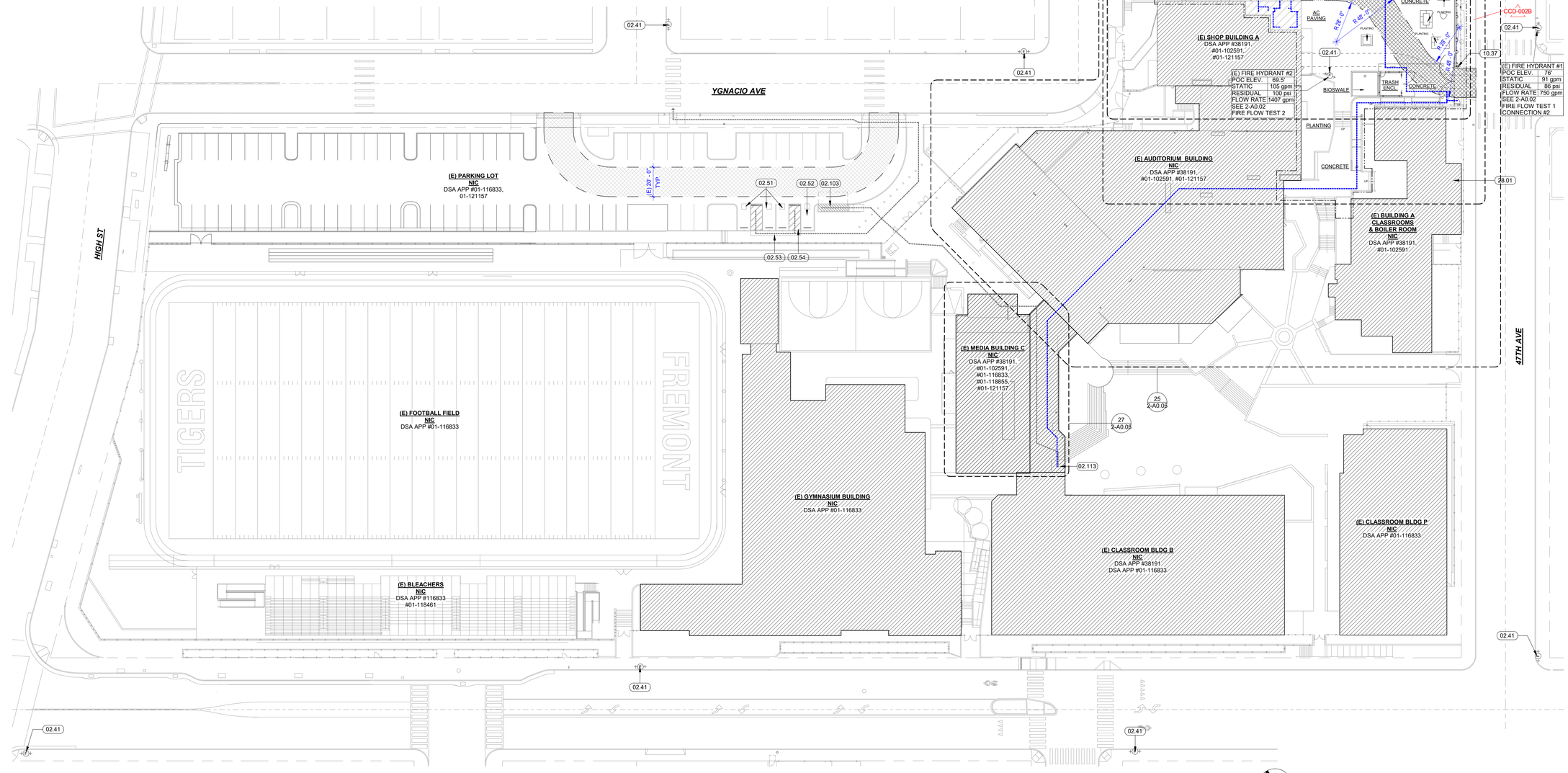
| DSA APP. # | PROJECT NAME | APP. DATE | CLOSE DATE | NOTES |
|---|---|---|---|---|
| 35218 | FREMONT HIGH SCHOOL | 5/30/72 | 1/16/74 | FULL APPROVAL |
| 38191 | MODERNIZATION | 4/15/75 | 3/12/84 | FULL APPROVAL |
| 01-102591 | MODERNIZATION PROJECT MEASURE C | 9/1/00 | 12/4/17 | FULL APPROVAL |
| 01-103838 | MODERNIZATION PROJECT MEASURE C - CONTRACT II | 11/15/01 | 4/9/13 | FULL APPROVAL |
| 01-106727 | SMALL SCHOOL CONVERSION PHASE III | 5/16/05 | 10/18/11 | FULL APPROVAL |
| 01-116833 INC1 | MODERNIZATION & NEW CONSTRUCTION INC.1 | 1/12/18 | 8/27/21 | FULL APPROVAL |
| 01-116833 INC2 | MODERNIZATION & NEW CONSTRUCTION INC.2 | 6/28/18 | 8/27/21 | FULL APPROVAL |
| 01-116833 INC3 | MODERNIZATION & NEW CONSTRUCTION INC.3 | 3/7/19 | 8/27/21 | FULL APPROVAL |
| 01-116833 INC4 | MODERNIZATION & NEW CONSTRUCTION INC.4 | 12/21/18 | 8/27/21 | FULL APPROVAL |
| 01-118461 | FOOTBALL STADIUM BLEACHERS, SCOREBOARD, LIGHTING | 11/6/19 | 8/26/21 | FULL APPROVAL |
| 01-118855 | LIBRARY BUILDING RENOVATION | 12/17/20 | 6/9/22 | FULL APPROVAL |

## SITE PLAN KEYNOTES

02.41 (E) FIRE HYDRANT
02.51 (E) STANDARD ACCESSIBLE PARKING STALL PER DSA APP #01-121157.
02.52 (E) VAN-ACCESSIBLE PARKING STALL PER DSA APP #01-121157.
02.53 (E) TRUNCATED DOMES PER DSA APP #01-121157.
02.54 (E) ACCESS AISLE PER DSA APP #01-121157.
02.103 (E) ACCESSIBLE DROPOFF PER DSA APP #01-121157.
02.113 (E) ACCESSIBLE ELEVATOR, PER DSA APP #01-121157
03.11 DRILLED CONCRETE SOLDIER PILE, SSD, DEPTH AND ELEVATION VARIES. SEE 1 & 2/2-S5.05 FOR TYPICAL DETAILS.
03.12 CONCRETE RETAINING WALL IN FRONT OF DRILLED SOLDIER PILES, SSD. HEIGHT VARIES
10.37 KNOX BOX, PER OAKLAND FIRE DEPARTMENT STANDARDS.
28.01 RECONNECT INTRUSION ALARM SYSTEM OF PORTABLE AREA A AND BOILER ROOM TO (E) INTRUSION ALARM PANEL IN MEDIA BUILDING, SED.
32.25 BIKE LOCKER FOR 2 BIKES EACH. TYP. OF (3) LOCKERS, SLD.
32.26 SURFACE-MOUNTED METAL BIKE RACK FOR 4 BIKES, SLD.
32.28 FLUSH TRANSITION, SCD.

## GENERAL NOTES

1. NOTIFY ARCHITECT OF ANY IN THE FIELD DISCREPANCIES PRIOR TO START OF CONSTRUCTION.
2. REFER TO MODULAR, C, P, E & L SERIES SHEETS FOR ADDITIONAL INFORMATION.
3. NO DEMOLITION SHALL BEGIN UNTIL PLANS INCLUDING THE DEMOLITION WORK HAVE BEEN APPROVED BY DSA.
4. EXISTING ACCESSIBLE ROUTES TO ALL FACILITIES AND BUILDINGS THAT ARE OPERATIONAL DURING CONSTRUCTION PHASE SHALL REMAIN UNOBSTRUCTED, SAFE AND USABLE BY PERSONS WITH DISABILITIES.
5. PATH OF TRAVEL FROM FRONT PARKING LOT AND ADMIN OFFICE TO THE MODULAR BUILDINGS SPANS TWO LEVELS DUE TO THE TOPOGRAPHY OF THE CAMPUS; REFER TO A0.04-A0.06 FOR ADDITIONAL INFORMATION. PATH OF TRAVEL UTILIZES ACCESSIBLE ELEVATOR OF MEDIA BUILDING FROM THE GROUND LEVEL (M1) TO THE UPPER LEVEL (M2) OF THE MEDIA AND AUDITORIUM BUILDINGS. STUDENT AND STAFF RESTROOMS ARE LOCATED ACROSS THE NEW MODULARS, AT THE SHOP BUILDING'S SECOND LEVEL.
6. ALL WORK SHOWN IS PART OF GENERAL CONTRACTOR'S SCOPE, UNLESS OTHERWISE NOTED ON SPEC SECTION 13 34 23.




30 FLS & CODE ANALYSIS SITE PLAN
1" = 30'-0"

## KEY MAP




OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

Revisions

| # | Delta | Date | Revisions | By |
|---|---|---|---|---|
| | CCD-002B | 9/29/25 | Vehicle Access to Wood Shop | HY |
| | CCD-011A | 2/27/26 | Drinking Fountain | HY |

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LICENSED ARCHITECT CRAIG S. DURAN C-33859 03-31-2027 RENEWAL DATE STATE OF CALIFORNIA

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510.446.2222 tel | 510.446.2211 fax

HY Architects Project number: 5983

Facility
FREMONT HIGH SCHOOL
4610 FOOTHILL BLVD, OAKLAND CA, 94601

Project
MODULAR BUILDINGS

Sheet Title
FIRE LIFE SAFETY & CODE ANALYSIS SITE PLAN

Client Project Number: #13158

Scale: As indicated
Drawn By: NL/EA
Checked By: EA
Issue Date: 02/12/2026
Revit Version: 2023

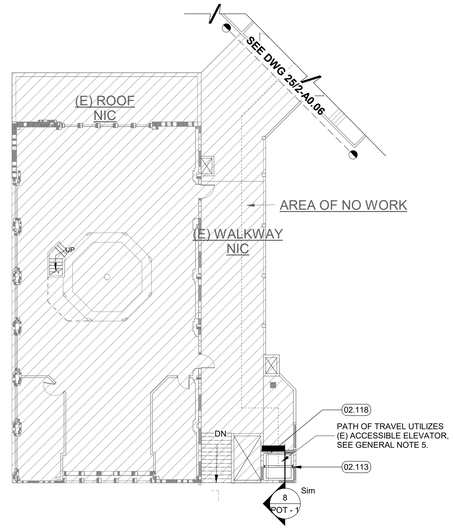
Sheet
2-A0.03
Sheet 3 of 77

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GRAPHIC SCALES: 1/16" = 1'-0" | 1/8" = 1'-0" | 1/4" = 1'-0" | 1/2" = 1'-0" | 3/4" = 1'-0" | 1" = 1'-0" | 1 1/2" = 1'-0" | 3" = 1'-0"

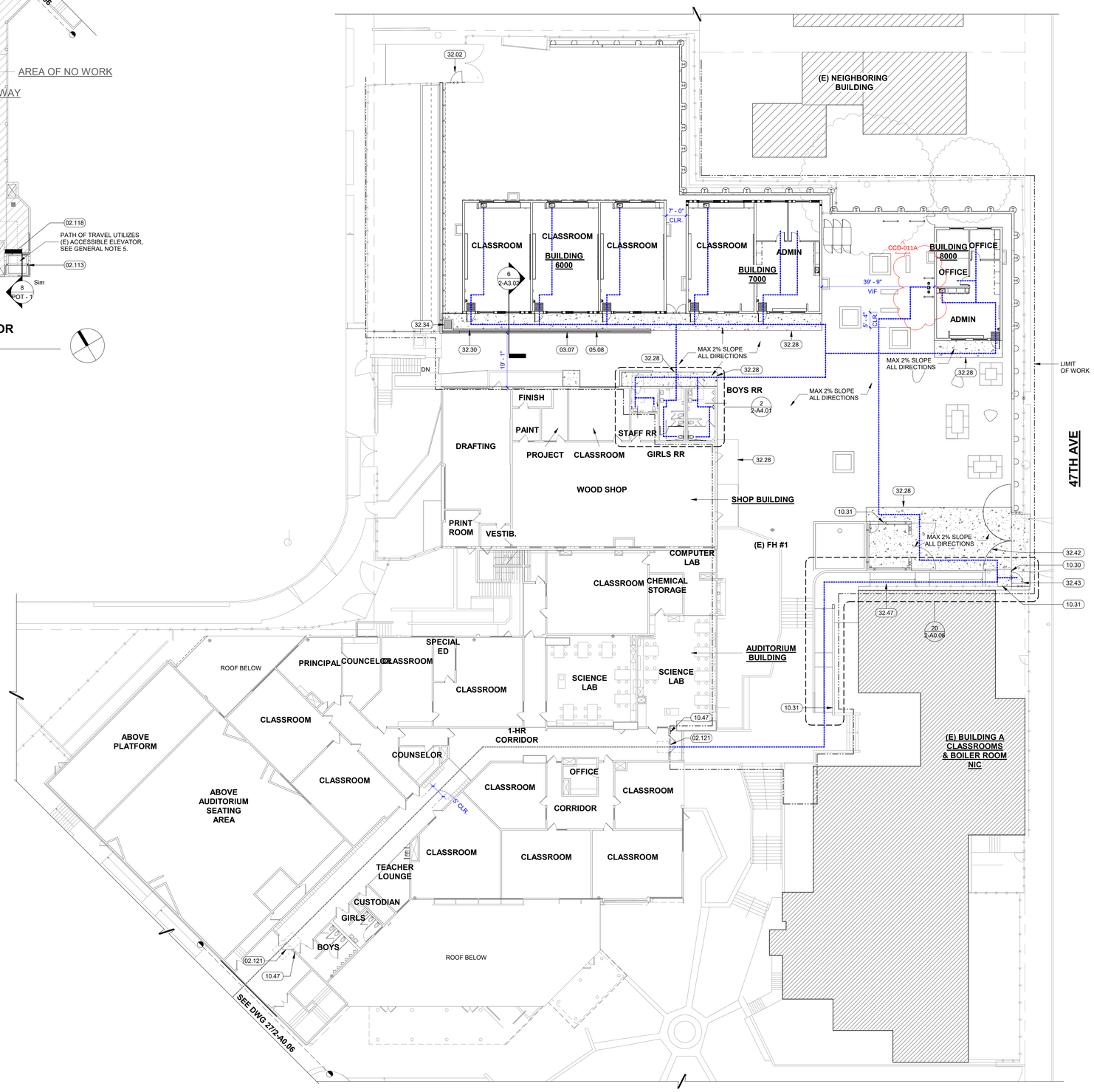
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APP: 01-121860 INC:
REVIEWED FOR
SS☐ FLS☐ ACS☑
DATE: 03/04/2026




## 27 ENLARGED ACCESSIBILITY FLOOR PLAN - MEDIA BLDG 2ND LEVEL

1/16" = 1'-0"




## 25 ENLARGED ACCESSIBILITY FLOOR PLAN - AUDITORIUM & SHOP 2ND LEVEL

1/16" = 1'-0"

## GENERAL NOTES

1. NOTIFY ARCHITECT OF ANY IN THE FIELD DISCREPANCIES PRIOR TO START OF CONSTRUCTION.
2. REFER TO MODULAR, C, P, E & L SERIES SHEETS FOR ADDITIONAL INFORMATION.
3. NO DEMOLITION SHALL BEGIN UNTIL PLANS INCLUDING THE DEMOLITION WORK HAVE BEEN APPROVED BY DSA.
4. EXISTING ACCESSIBLE ROUTES TO ALL FACILITIES AND BUILDINGS THAT ARE OPERATIONAL DURING CONSTRUCTION PHASE SHALL REMAIN UNOBSTRUCTED, SAFE AND USABLE BY PERSONS WITH DISABILITIES.
5. PATH OF TRAVEL FROM FRONT PARKING LOT AND ADMIN OFFICE TO THE MODULAR BUILDINGS SPANS TWO LEVELS DUE TO THE TOPOGRAPHY OF THE CAMPUS. REFER TO A0.04-A0.06 FOR ADDITIONAL INFORMATION. PATH OF TRAVEL UTILIZES ACCESSIBLE ELEVATOR OF MEDIA BUILDING FROM THE GROUND LEVEL (M1) TO THE UPPER LEVEL (M2) OF THE MEDIA AND AUDITORIUM BUILDINGS. STUDENT AND STAFF RESTROOMS ARE LOCATED ACROSS THE NEW MODULARS, AT THE SHOP BUILDING'S SECOND LEVEL.
6. ALL WORK SHOWN IS PART OF GENERAL CONTRACTOR'S SCOPE, UNLESS OTHERWISE NOTED ON SPEC SECTION 13 34 23.

## KEYNOTES

| | |
|---|---|
| 02.113 | (E) ACCESSIBLE ELEVATOR, PER DSA APP #01-121157 |
| 02.118 | (E) ELEVATOR FLOOR DESIGNATION AT BOTH JAMBS OF EACH LANDING DOOR, MOUNTED AT 5' AFF, PER DSA APP 01-121157. |
| 02.121 | (E) ACCESSIBLE DOUBLE DOOR, PER DSA APP #38191, SEE 28/2-A9.02. |
| 03.07 | CONCRETE RETAINING WALL, SCD, SEE DETAIL 10/2-A9.01 |
| 05.08 | METAL HANDRAIL, SEE DETAIL 30/2-A8.01. |
| 10.30 | ACCESSIBLE ENTRANCE SIGN, SEE DETAIL 4/2-A9.02 |
| 10.31 | ACCESSIBLE RAMP SIGN, SEE DETAIL 3/2-A9.02 |
| 10.47 | ACCESSIBLE ENTRANCE SIGN, SEE DETAIL 11/2-A9.02. |
| 32.02 | 7' HIGH PEDESTRIAN GATE, SLD 3/2-L5.01 |
| 32.28 | FLUSH TRANSITION, SCD. |
| 32.30 | LINEAR STORM DRAIN, SCD. |
| 32.34 | CATCH BASIN, SCD |
| 32.42 | VEHICULAR GATE, SCD, SLD, SEE GATE SCHEDULE ON 2-A0.04. |
| 32.43 | 7' HIGH PEDESTRIAN GATE, SCD, SLD, SEE GATE SCHEDULE ON 2-A0.04. |
| 32.47 | ACCESSIBLE RAMP, SCD. |

## LEGEND

- EXISTING BUILDING - NO WORK
- AREA OF WORK
- LIMIT OF WORK
- ASSUMED PROPERTY LINE
- (E) CHAINLINK FENCE
- (E) ACCESSIBLE PATH OF TRAVEL, PER DSA #01-121157
- ACCESSIBLE PATH OF TRAVEL, THIS DSA APP

## PATH OF TRAVEL NOTES

THE PATH OF TRAVEL IDENTIFIED IN THESE CONSTRUCTION DOCUMENTS MEETS THE REQUIREMENTS OF THE CURRENT APPLICABLE CALIFORNIA BUILDING CODE (CBC) ACCESSIBILITY PROVISIONS FOR PATH OF TRAVEL REQUIREMENTS FOR ALTERATIONS, ADDITIONS AND STRUCTURAL REPAIRS. AS PART OF THE DESIGN OF THIS PROJECT, THE POT WAS EXAMINED AND ANY ELEMENTS, COMPONENTS OR PORTIONS OF THE POT THAT WERE DETERMINED TO BE NONCOMPLIANT WITH THE CBC HAVE BEEN IDENTIFIED AND THE CORRECTIVE WORK NECESSARY TO BRING THEM INTO COMPLIANCE HAS BEEN INCLUDED WITHIN THE SCOPE OF THIS PROJECT'S WORK THROUGH DETAILS, DRAWINGS AND SPECIFICATIONS INCORPORATED INTO THESE CONSTRUCTION DOCUMENTS. ANY NONCOMPLIANT ELEMENTS, COMPONENTS OR PORTIONS OF THE POT THAT WILL NOT BE CORRECTED BY THIS PROJECT BASED ON VALUATION THRESHOLD LIMITATIONS OR A FINDING OF UNREASONABLE HARDSHIP ARE INDICATED IN THESE CONSTRUCTION DOCUMENTS.

DURING CONSTRUCTION, IF POT ITEMS WITHIN THE SCOPE OF THE PROJECT REPRESENTED AS CBC COMPLIANT ARE FOUND TO BE NONCONFORMING BEYOND REASONABLE CONSTRUCTION TOLERANCES,THE ITEMS SHALL BE BROUGHT INTO COMPLIANCE WITH THE CBC AS A PART OF THIS PROJECT BY MEANS OF A CONSTRUCTION CHANGE DOCUMENT.

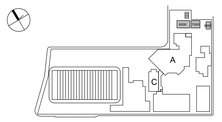
ACCESSIBLE PATH OF TRAVEL AS INDICATED ON PLAN IS A BARRIER-FREE ACCESS ROUTE WITHOUT ANY ABRUPT LEVEL CHANGES EXCEEDING 1/2" IF BEVELED AT 1:2 MAX SLOPE, OR VERTICAL LEVEL CHANGES NOT EXCEEDING 1/4" MAX, AND AT LEAST 48" IN WIDTH, SURFACE IS STABLE, FIRM, AND SLIP RESISTANT. CROSS SLOPE DOES NOT EXCEED 2% AND SLOPE IN THE DIRECTION OF TRAVEL IS LESS THAN 5%, UNLESS OTHERWISE INDICATED. ACCESSIBLE PATH OF TRAVEL SHALL BE MAINTAINED FREE OF OVERHANGING OBSTRUCTIONS TO 80" MINIMUM, AND PROTRUDING OBJECTS GREATER THAN 4" PROJECTION FROM WALL AND ABOVE 27" AND LESS THAN 80". ARCHITECT SHALL VERIFY THAT THERE ARE NO BARRIERS IN THE PATH OF TRAVEL.

OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

Revisions

| Delta | Date | Revisions | By |
|---|---|---|---|
| CCD-011A | 2/27/26 | Drinking Fountain | HY |

## KEY MAP




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LICENSED ARCHITECT CRAIG S. DURANT C-33859 03-31-2027 RENEWAL DATE STATE OF CALIFORNIA

HIBSER YAMAUCHI Architects, Inc.
300 – 27th Street
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510.446.2222 tel | 510.446.2211 fax

HY Architects Project number: 5983

Facility
FREMONT HIGH SCHOOL
4610 FOOTHILL BLVD, OAKLAND CA, 94601

Project
MODULAR BUILDINGS

Sheet Title
ENLARGED ACCESSIBILITY PLAN - MODULARS & MEDIA BLDG 2ND LEVEL

Client Project Number: #13158

| | |
|---|---|
| Scale: | As indicated |
| Drawn By: | Author |
| Checked By: | Checker |
| Issue Date: | 02/12/2026 |
| Revit Version: | 2023 |

Sheet **2-A0.05**

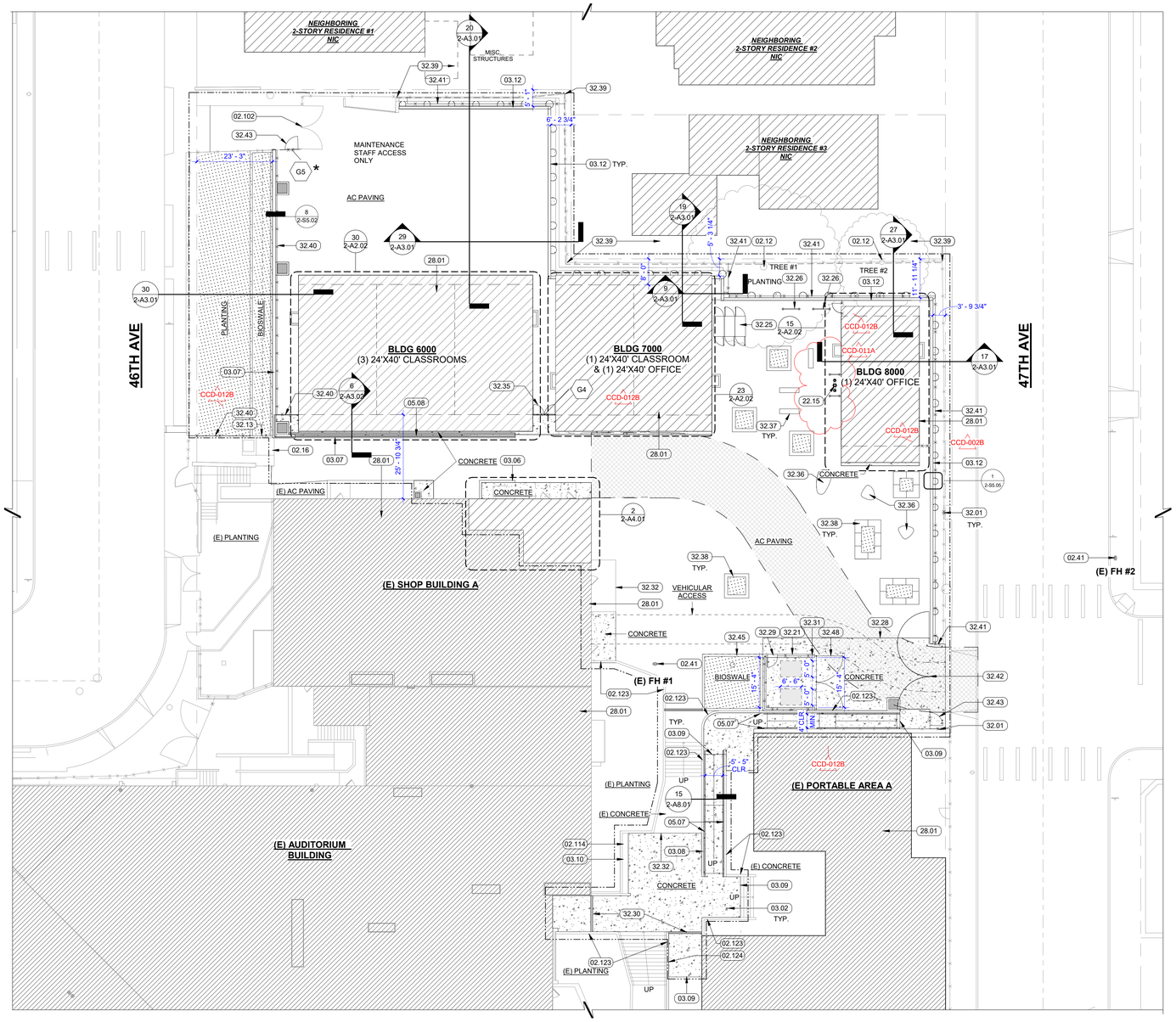
Sheet 6 of 77

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GRAPHIC SCALES: 1/16" = 1'-0" | 1/8" = 1'-0" | 1/4" = 1'-0" | 1/2" = 1'-0" | 3/4" = 1'-0" | 1" = 1'-0" | 1 1/2" = 1'-0" | 3" = 1'-0"

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APP: 01-121860 INC:
REVIEWED FOR
SS☐ FLS☐ ACS☑
DATE: 03/04/2026




## 30 ENLARGED SITE PLAN - MODULAR BUILDINGS 6000, 7000 & 8000

1/16" = 1'-0"

## SITE PLAN GENERAL NOTES

1. NOTIFY ARCHITECT OF ANY IN THE FIELD DISCREPANCIES PRIOR TO START OF CONSTRUCTION.
2. REFER TO STRUCTURAL, MECHANICAL, PLUMBING, ELECTRICAL, CIVIL, LANDSCAPE, AND PROJECT SPECIFIC AND PC MODULAR SERIES SHEETS FOR ADDITIONAL INFORMATION.
3. NO DEMOLITION SHALL BEGIN UNTIL PLANS INCLUDING THE DEMOLITION WORK HAVE BEEN APPROVED BY DSA.
4. INSTALL GRAFFITI COATING AT ALL EXPOSED CONCRETE SURFACES, TYP.
5. WHEN TRENCHING AT A FIRE LANE, RESTORE PAVING TO ITS ORIGINAL PROFILE.

## KEYNOTES

| | |
|---|---|
| 02.12 | (E) TREE TO REMAIN |
| 02.16 | (E) ELECTRICAL EQUIPMENT TO REMAIN, SED |
| 02.41 | (E) FIRE HYDRANT |
| 02.102 | (E) VEHICULAR CHAINLINK GATE |
| 02.114 | (E) WALL-MOUNTED BENCH TO REMAIN. |
| 02.123 | (E) CONCRETE SITE WALL, 42" MIN. ABOVE GRADE AT BOTH SIDES OF WALL. |
| 02.124 | (E) CONCRETE SITE WALL WITH GUARDRAIL, 42" MIN. ABOVE GRADE AT BOTH SIDES OF WALL. |
| 03.02 | CONCRETE FLATWORK, SCD |
| 03.06 | 6" WIDE CONCRETE CURB |
| 03.07 | CONCRETE RETAINING WALL, SCD, SEE DETAIL 10/2-A9.01 |
| 03.08 | EXTEND CONCRETE WALL AT RAMP, SCD, SEE DETAIL 2/2-A8.01 |
| 03.09 | (E) TO (N) CONCRETE TIE-IN, SEE 1/2-A8.01, SCD |
| 03.10 | CONCRETE PAVING BELOW WALL-MOUNTED BENCH, SCD |
| 03.12 | CONCRETE RETAINING WALL IN FRONT OF DRILLED SOLDIER PILES, SSD. HEIGHT VARIES |
| 05.07 | ACCESSIBLE RAMP HANDRAIL, SEE DETAIL 15/2-A8.01 |
| 05.08 | METAL HANDRAIL, SEE DETAIL 30/2-A8.01. |
| 22.15 | ACCESSIBLE FREE-STANDING HI-LO DRINKING FOUNTAIN, SCD, SLD DETAIL 1/2-L5.02 FOR MOUNTING DETAIL & MOUNTING HEIGHTS. |
| 28.01 | RECONNECT INTRUSION ALARM SYSTEM OF PORTABLE AREA A AND BOILER ROOM TO (E) INTRUSION ALARM PANEL IN MEDIA BUILDING, SED. |
| 32.01 | 10' HIGH CHAINLINK FENCE WITH NO-CLIMB FABRIC, SCD, SLD |
| 32.13 | 4' HIGH CHAINLINK FENCE, SLD |
| 32.21 | 4" HIGH CONCRETE CURB. |
| 32.25 | BIKE LOCKER FOR 2 BIKES EACH. TYP. OF (3) LOCKERS, SLD. |
| 32.26 | SURFACE-MOUNTED METAL BIKE RACK FOR 4 BIKES, SLD. |
| 32.28 | FLUSH TRANSITION, SCD. |
| 32.29 | 6' HIGH MAINTENANCE CHAINLINK GATE, SCD, SLD. |
| 32.30 | LINEAR STORM DRAIN, SCD. |
| 32.31 | 6' HIGH CHAINLINK FENCE ENCLOSURE WITH PRIVACY SLATS, SEE 29/2-A8.01. SEE 7/2-L5.01 (SIM.) FOR FENCE GATE. |
| 32.32 | FLUSH TRANSITION, SCD |
| 32.35 | 6' HIGH DOUBLE CHAINLINK VEHICULAR SERVICE GATE, SCD |
| 32.36 | CONCRETE STONE BENCH, SLD. |
| 32.37 | CONCRETE BENCH, SLD. |
| 32.38 | CONCRETE PLANTER SEAT, SLD. |
| 32.39 | PROVIDE NON-CLIMBABLE FABRIC ON (E) CHAINLINK FENCE |
| 32.40 | 6' HIGH CHAINLINK FENCE WITH NON-CLIMBABLE FABRIC, SLD. |
| 32.41 | 48" HIGH CHAINLINK FENCE WITH NON-CLIMBABLE FABRIC, SLD 10/2-L5.01. POSTS TO BE INSTALLED BETWEEN DRILLED PIERS. |
| 32.42 | VEHICULAR GATE, SCD, SLD, SEE GATE SCHEDULE ON 2-A0.04. |
| 32.43 | 7' HIGH PEDESTRIAN GATE, SCD, SLD, SEE GATE SCHEDULE ON 2-A0.04. |
| 32.45 | WALLED BIORETENTION PLANTER, SCD 3/2-C7.1. |
| 32.48 | 6' HIGH DOUBLE MAINTENANCE CHAINLINK GATE WITH PRIVACY SLATS, SEE DETAIL 28/2-A8.01. |

CCD-012B

## SITE PLAN LEGEND

- EXISTING BUILDING - NO WORK
- AREA OF WORK
- LIMIT OF WORK
- ASSUMED PROPERTY LINE
- (E) CHAINLINK FENCE
- CONCRETE PAVING, SCD
- PLANTING, SLD
- (E) FIRE HYDRANT
- CATCH BASIN, SCD
- VENT WELL, SEE PROJECT SPECIFIC MODULAR DRAWINGS

OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

Revisions

| Delta | Date | Revisions | By |
|---|---|---|---|
| CCD-002B | 9/29/25 | Vehicle Access to Wood Shop | HY |
| CCD-012B | 2/12/26 | Fence & Site Revisions | HY |
| CCD-011A | 2/27/26 | Drinking Fountain | HY |

## KEY MAP




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LICENSED ARCHITECT
CRAIG S. DURAN
C-33859
03-31-2027
RENEWAL DATE
STATE OF CALIFORNIA

HIBSER YAMAUCHI Architects, Inc.
300 – 27th Street
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510.446.2222 tel | 510.446.2211 fax

HY Architects Project number: 5983

Facility
FREMONT HIGH SCHOOL
4610 FOOTHILL BLVD, OAKLAND CA, 94601

Project
MODULAR BUILDINGS

Sheet Title
ENLARGED SITE PLAN - MODULARS

Client Project Number: #13158

Scale: As indicated
Drawn By: EA
Checked By: EA
Issue Date: 02/12/2026
Revit Version: 2023

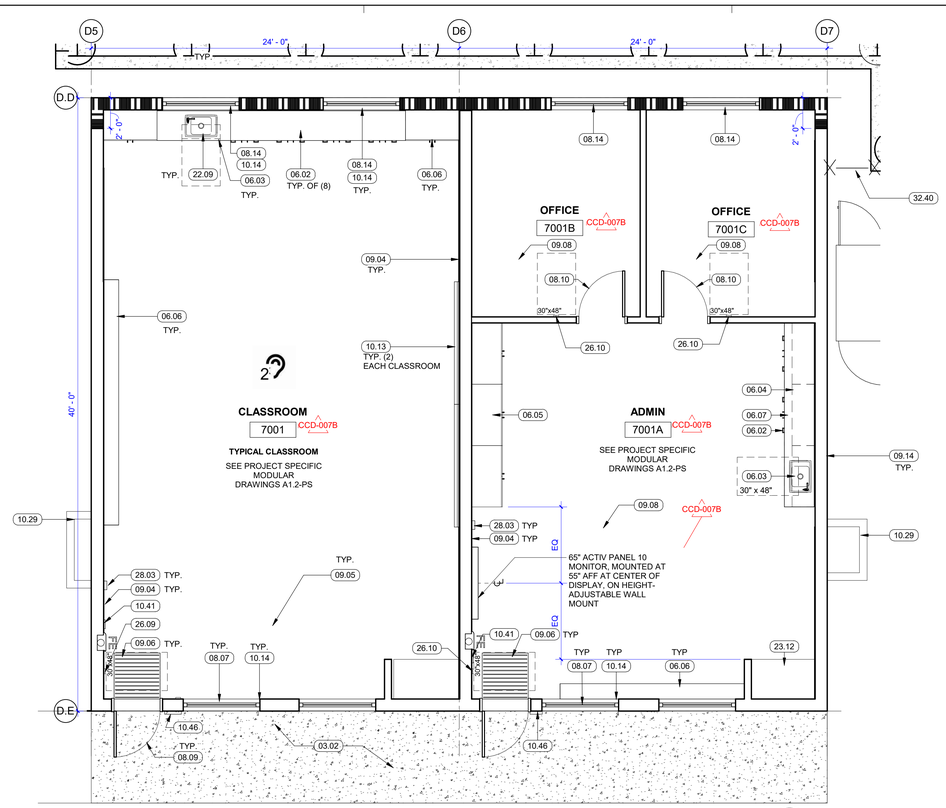
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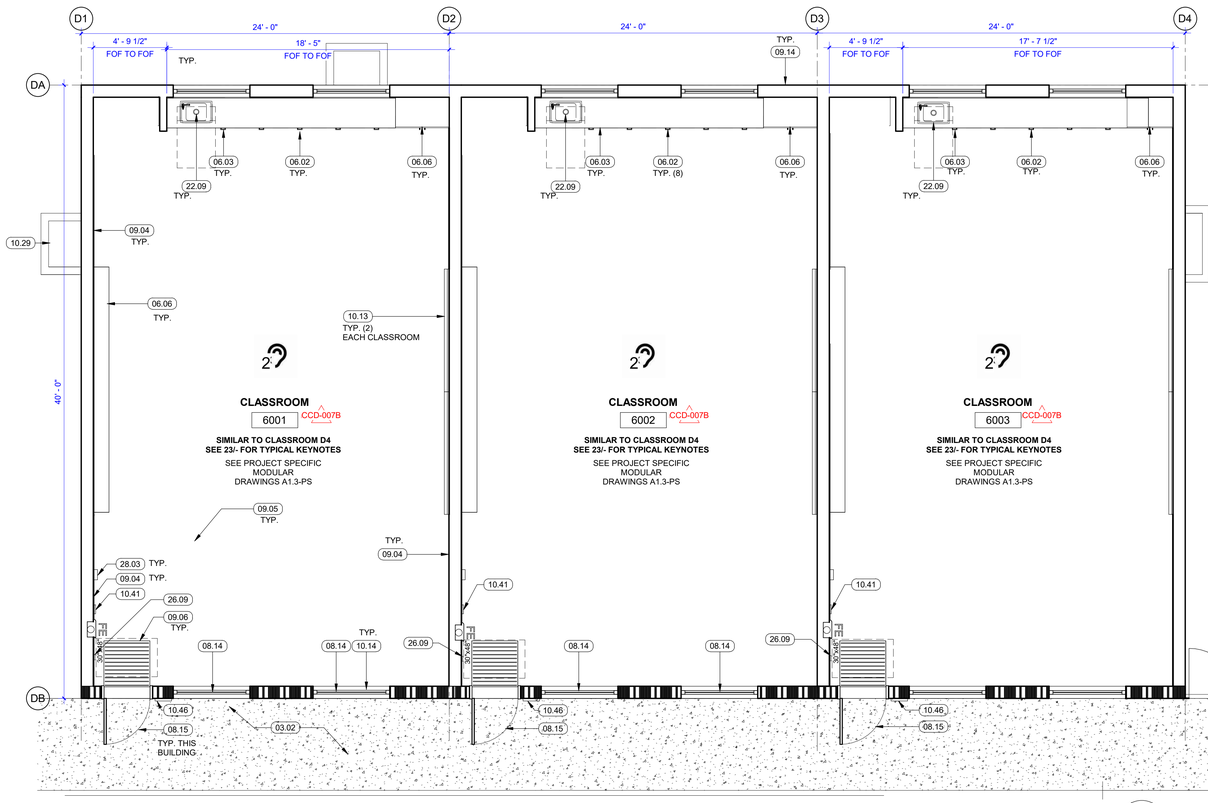
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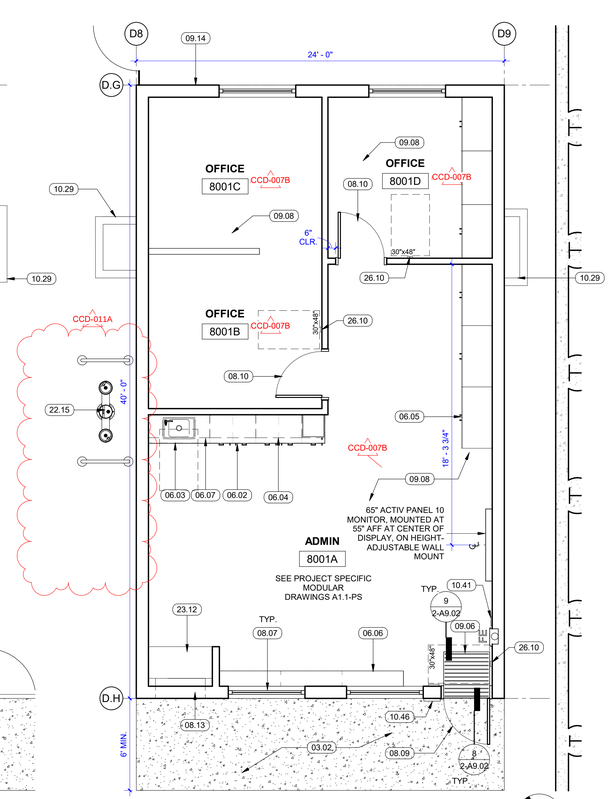
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APP: 01-121860 INC:
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SS☐ FLS☐ ACS☑
DATE: 03/04/2026




## 23 FLOOR PLAN - BUILDING 7000
1/4" = 1'-0"




## 30 FLOOR PLAN - MODULAR 6000
1/4" = 1'-0"




## 15 FLOOR PLAN - MODULAR 8000
1/4" = 1'-0"

# GENERAL NOTES

1. NOTIFY ARCHITECT OF ANY IN THE FIELD DISCREPANCIES PRIOR TO START OF CONSTRUCTION.
2. ALL DIMENSIONS SHALL BE FACE OF STUD, UON. DIMENSIONS NOTED AS "CLR" REFER TO CLEAR DIMENSION FROM FACE OF FINISH.
3. NO DEMOLITION SHALL BEGIN UNTIL PLANS INCLUDING THE DEMOLITION WORK HAVE BEEN APPROVED BY DSA.
4. EXISTING ACCESSIBLE ROUTES TO ALL FACILITIES AND BUILDINGS THAT ARE OPERATIONAL DURING CONSTRUCTION PHASE SHALL REMAIN UNOBSTRUCTED, SAFE AND USABLE BY PERSONS WITH DISABILITIES.
5. PATCH AND REPAIR WALLS THAT ARE EXISTING TO REMAIN AND AFFECTED BY DEMOLITION.
6. SEE MODULAR DRAWINGS FOR ADDITIONAL INFORMATION.
7. PREPARATION OF BUILDING PAD AND INSTALLATION OF SITE UTILITY LINES UP TO 5' MAX. AWAY FROM THE MODULAR BUILDINGS TO BE COMPLETED BY SITE CONTRACTOR PRIOR TO INSTALLATION MODULAR BUILDINGS.
8. MODULAR CONTRACTOR TO INSTALL FOUNDATIONS OF MODULAR BUILDINGS, INSTALL MODULAR BUILDGINS ON SITE, AND PROVIDE UTILITY CONNECTION BOXES FOR INTRUSION AND FIRE ALARM SYSTEMS.
9. CONTRACTOR TO CONNECT UTILITY LINES FROM SITE UTILITY POINTS OF CONNECTION TO BUILDING POINTS OF CONNECTION AFTER INSTALLATION OF MODULAR BUILDINGS ON SITE.
10. CONTRACTOR TO INSTALL EXTERIOR WEATHER-RESISTIVE BARRIER AND EXTERIOR FINISHES, AND PAINT EXTERIOR OF BUILDING.
11. MODULAR CONTRACTOR TO PROVIDE MODULAR BUILDINGS EQUIPPED WITH CASEWORK, EXTERIOR AND INTERIOR OPENINGS, INTERIOR FINISHES, AND MECHANICAL, ELECTRICAL AND PLUMBING SYSTEMS. MODULAR CONTRACTOR IS RESPONSIBLE FOR ON-SITE TOUCH-UP WORK AT INTERIOR.
12. CONTRACTOR IS RESPONSIBLE FOR ON-SITE TOUCH-UP WORK AT EXTERIOR OF MODULAR BUILDINGS AND CONNECTION OF SITE UTILITIES TO MODULAR BUILDINGS.

# KEYNOTES

| | |
|---|---|
| 03.02 | CONCRETE FLATWORK, SCD |
| 06.02 | BASE LAMINATE-CLAD WOOD CABINETS |
| 06.03 | COUNTERTOP WITH SINK, SEE 15 & 16/A10.1A IN MODULAR DRAWINGS PC A# 02-121341 |
| 06.04 | WALL-HUNG LAMINATE-CLAD WOOD CABINETS, SEE PROJECT SPECIFIC MODULAR DRAWINGS. |
| 06.05 | TALL LAMINATE-CLAD WOOD CABINET |
| 06.06 | 32" HIGH LAMINATE-CLAD WOOD CASEWORK |
| 06.07 | LAMINATE-CLAD WOOD COUNTERTOP |
| 08.07 | DUAL-PANE WINDOWS, TYP. |
| 08.09 | ACCESSIBLE EXTERIOR FRP DOOR W/ HOLLOW METAL DOOR FRAME AND VISION PANEL. |
| 08.10 | INTERIOR WOOD DOOR WITH HOLLOW METAL DOOR FRAME. |
| 08.13 | MECHANICAL LOUVER BEYOND, SEE MODULAR PC DRAWINGS #02-121341. |
| 08.14 | 45 MIN. FIRE-RATED FIXED WINDOW, WITH AREA OF 20 SF EACH. SEE PROJECT SPECIFIC MODULAR DRAWINGS. TYP. OF (10). |
| 08.15 | 45 MIN. FIRE-RATED DOOR, WITH AREA OF 72 SF EACH. SEE PROJECT SPECIFIC MODULAR DRAWINGS. TYP. OF (3). |
| 09.04 | TACKABLE WALL FINISH, FULL HEIGHT X 60 LF PER CLASSROOM (APPROXIMATELY) |
| 09.05 | RESILIENT FLOOR & RUBBER BASE |
| 09.06 | WALK-OFF MAT SECURED TO SUBFLOOR. SEE DETAILS 8 & 9/2-A9.02. |
| 09.08 | CARPET TILE, TYP. AT ADMINISTRATION MODULAR BUILDING D6. |
| 09.14 | INSTALL CEMENT PLASTER SYSTEM WITH WEATHER-RESISTIVE BARRIER AFTER SITE INSTALLATION OF MODULAR BUILDINGS, SEE MODULAR DRAWING SERIES FOR MORE INFORMATION |
| 10.13 | MARKERBOARD, TYP. |
| 10.14 | WINDOW BLINDS WITH MOTORIZED CONTROLS, TYP., MOUNT CONTROL AT 46" MAX. AFF . |
| 10.29 | CONCRETE FOUNDATION VENT WELL W/ METAL GRATE, TYP., SEE MODULAR DRAWINGS, SCD |
| 10.41 | ASSISTIVE LISTENING DEVICE SIGN, SEE MODULAR PC DRAWINGS - PC #02-121341, DETAIL 4/A0.4 |
| 10.46 | ROOM ID SIGN, SEE A0.4 ON PC #02-121341 MODULAR DRAWINGS. |
| 22.09 | ACCESSIBLE CLASSROOM SINK WITH BASE CABINETS. SEE 15 & 16/A10.1A IN MODULAR PC DRAWINGS - PC 02-121341. |
| 22.15 | ACCESSIBLE FREE-STANDING HI-LO DRINKING FOUNTAIN, SCD, SLD DETAIL 1/2-LS.02 FOR MOUNTING DETAIL & MOUNTING HEIGHTS. |
| 23.12 | MECHANICAL UNIT, SEE PC DRAWINGS |
| 26.09 | (2) MOTORIZED BLIND CONTROL SWITCHES. ONE SWITCH FOR SOUTH WINDOWS, AND ONE SWITCH FOR NORTH WINDOWS. SED FOR MOUNTING HEIGHTS. |
| 26.10 | MOTORIZED BLIND CONTROL SWITCH. SED FOR MOUNTING HEIGHT. |
| 28.03 | CARBON DIOXIDE SENSOR, BAATTERY-POWERED, MOUNTED AT 5'6" AFF, TYP. AT ALL (5) CLASSROOMS. MAINTAIN 5' CLEARANCE FROM DOORS AND OPERABLE WINDOWS. |
| 32.40 | 6' HIGH CHAINLINK FENCE WITH NON-CLIMBABLE FABRIC, SLD. |

# SYMBOLS LEGEND

- NON- RATED FIRE- RESISTIVE PARTITION (W/ UNPROTECTED OPENINGS) AND/ OR EXTERIOR WALL. SEE MODULAR DRAWINGS
- RATED 1-HOUR EXTERIOR WALL, SEE PROJECT SPECIFIC MODULAR DRAWINGS
- FE — FIRE EXTINGUISHER CABINET (SEMI-RECESSED), TYP., MOUNT AT 48" AFF TO OPERABLE PART OF FIRE EXTINGUISHER. SEE DETAIL 5/2-A9.02.
- X — ALS (ASSISTIVE LISTENING DEVICE) REQ'D IN THIS ROOM (X= MIN. NUMBER OF RECEIVERS REQUIRED) SEE ASSISTIVE LISTENING SYSTEM CALCULATIONS ON THIS SHEET ALS SIGN TO BE PROVIDED AT EACH CLASSROOM, SEE PC AND PROJECT SPECIFIC MODULAR DRAWINGS.

# ASSISTIVE LISTENING SYSTEM CALCULATIONS

OCCUPANT LOAD (EA. CLASSROOM): 43-45 (VARIES BY CLASSROOM, SEE 2-A0.04 FOR OCC. LOAD AT EA. CLASSROOM)

FIXED SEATING: NO

REQUIRED ASSISTIVE LISTENING DEVICES: 2 PER CLASSROOM

PROVIDED ASSISTIVE LISTENING DEVICES: 2 PER CLASSROOM

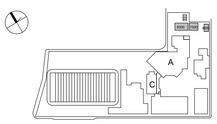
*ASSISTIVE LISTENING SYSTEM BASIS OF DESIGN TO BE LISTENTALK BY LISTEN TECHNOLOGIES

OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

Revisions

| Delta | Date | Revisions | By |
|---|---|---|---|
| CCD-007B | 11/3/25 | TV Monitors & Room Names | HY |
| CCD-011A | 2/27/26 | Drinking Fountain | HY |

## KEY MAP




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LICENSED ARCHITECT CRAIG S. DUBANIS C-33859 09-31-2027 RENEWAL DATE STATE OF CALIFORNIA

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HY Architects Project number: 5983

Facility
FREMONT HIGH SCHOOL
4610 FOOTHILL BLVD, OAKLAND CA, 94601

Project
MODULAR BUILDINGS

Sheet Title
NEW FLOOR PLANS - MODULAR BLDGS 6000, 7000 & 8000

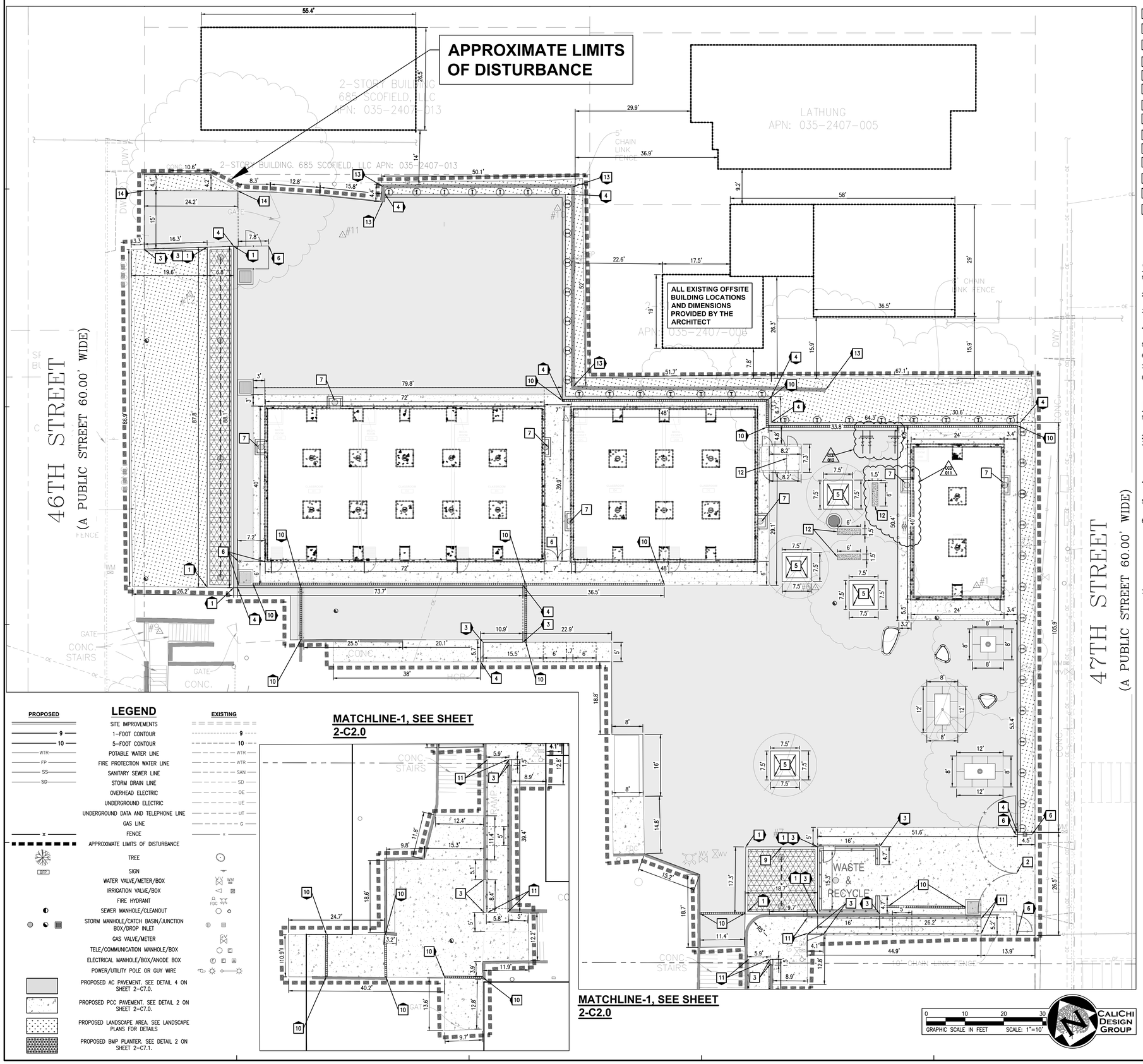
Client Project Number: #13158

Scale: 1/4" = 1'-0"
Drawn By: EA
Checked By: EA
Issue Date: 02/12/2026
Revit Version: 2023

Sheet
**2-A2.02**
Sheet 14 of 77

C:\Revit_Locals\5983_Fremont HS_Mod_Central_R23_eantonelli3dLMZQ.rvt
2/23/2026 3:51:30 PM

APPROVED
DIV. OF THE STATE ARCHITECT
APP: 01-121860 INC:
REVIEWED FOR
SS☐ FLS☐ ACS☑
DATE: 03/04/2026




## SITE PLAN KEY NOTES

1. PROPOSED WALLED BIORETENTION PLANTER WITH 4" PERFORATED PVC UNDERDRAIN. SEE DETAIL 3 ON SHEET 2-C7.1.
2. PROPOSED PEDESTRIAN ACCESS GATE. SEE LANDSCAPE AND ARCHITECTURAL PLANS FOR DETAILS.
3. PROPOSED WALL OR RETAINING/VERTICAL CURB. SEE DETAIL 9 ON SHEET 2-C7.1.
4. PROPOSED WALL. SEE STRUCTURAL PLANS FOR DETAILS.
5. PROPOSED LANDSCAPE PLANTER. SEE LANDSCAPE PLANS FOR DETAILS.
6. PROPOSED FENCE AND GATE. SEE LANDSCAPE AND ARCHITECTURAL PLANS FOR DETAILS.
7. PROPOSED VENT. SEE ARCHITECTURAL PLANS FOR DETAILS.
8. NOT USED.
9. PROPOSED CURB CUT FOR DRAINAGE FLOW. SEE DETAIL 7 ON SHEET 2-C7.1.
10. PROPOSED TRENCH DRAIN PER DETAIL 6 ON SHEET C7.1.
11. PROPOSED HANDRAIL. SEE ARCHITECTURAL PLANS FOR DETAILS. SEE DETAIL 8 ON 2-C7.1 FOR RAMP.
12. SITE FURNISHINGS. SEE LANDSCAPE AND ARCHITECTURAL PLANS FOR DETAILS.
13. EXISTING WALL TO REMAIN. PROTECT IN PLACE AND COORDINATE WITH STRUCTURAL ENGINEER.
14. REDWOOD HEADER. SEE DETAIL 10 ON SHEET C7.1.

## GENERAL NOTES:

1. ANY EXISTING INFRASTRUCTURE OR SITE ITEMS (ABOVE OR BELOW GRADE, READILY VISIBLE OR NOT) OR PROPERTY DAMAGED AS A RESULT OF CONSTRUCTION SHALL BE REPAIRED BY THE CONTRACTOR TO THE SATISFACTION OF THE APPROPRIATE AGENCY.
2. ALL CONSTRUCTION SHALL CONFORM TO APPLICABLE STATE AND LOCAL CODES. WHEN CODES ARE IN CONFLICT, THE MORE STRINGENT SHALL APPLY. THE CONTRACTOR SHALL CAUSE A CURRENT COPY OF SAID CODES TO BE MAINTAINED ON SITE AT ALL TIMES.
3. ALL SIGNAGE AND PAINT MARKINGS SHALL COMPLY WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD), OR AS OTHERWISE SPECIFIED. INSTALLATION OF SIGNS SHALL BE GOVERNED BY LOCAL CODES.
4. THE CONTRACTOR IS RESPONSIBLE TO LOCATE AND PROTECT ALL EXISTING UTILITIES DURING CONSTRUCTION. THE CONTRACTOR SHALL NOTIFY THE UTILITY PROTECTION CENTER AT LEAST THREE DAYS PRIOR TO ANY SITE WORK FOR PROPER IDENTIFICATION OF EXISTING UTILITIES.
5. THE CONTRACTOR SHALL VERIFY ALL EXISTING ITEMS AND DIMENSIONS AND REPORT ANY DISCREPANCIES TO THE ENGINEER PRIOR TO BEGINNING CONSTRUCTION.
6. THE CONTRACTOR SHALL VERIFY DIMENSIONS AT PROJECT SITE PRIOR TO BEGINNING CONSTRUCTION AND NOTIFY ENGINEER OF ANY DISCREPANCIES.
7. ALL DIMENSIONS ARE TO FACE OF WALL, FACE OF CURB, AND EDGE OF PAVEMENT UNLESS OTHERWISE NOTED.
8. CONCRETE BUILDING PADS SHALL EXTEND MINIMUM 3 FT FROM FACE OF BUILDING FOUNDATION PER GEOTECH REPORT PREPARED BY ATLAS TECHNICAL CONSULTANTS, SECTION 6.3.4, DATED DECEMBER 28, 2023.

## ENGINEER'S ADA NOTES:

1. ALL SITE WORK SHALL BE IN CONFORMANCE WITH THE CURRENT AMERICANS WITH DISABILITIES ACT ACCESSIBILITY GUIDELINES (ADAAG), THE AMERICANS WITH DISABILITIES ACT (ADA), AND MUNICIPAL AND STATE ADA REGULATIONS.
2. RAMPS SHALL NOT EXCEED A RUNNING SLOPE OF 1:12 (8.33%).
3. RAMPS ARE DEFINED AS ANY WALKWAY BETWEEN SLOPES 1:20 (5%) AND 1:12 (8.33%) AND SHALL HAVE A MINIMUM WIDTH OF 3 FEET (EXCEPT AT DOORWAYS) AND A MAXIMUM CROSS-SLOPE OF 2%. RAMPS EXCEEDING 30 INCHES VERTICAL CHANGE SHALL HAVE INTERMEDIATE (2% MAX SLOPE) LANDINGS HAVING A MINIMUM LENGTH IN THE DIRECTION OF TRAVEL OF 60 INCHES. SEE DETAIL 8 ON C7.1.
4. MAXIMUM CROSS-SLOPE ON ANY WALK OR RAMPS SHALL BE 2%. ALL ACCESSIBLE PARKING SPACES AND LOADING ZONES SHALL HAVE A MAXIMUM SLOPE OF 2% IN ANY DIRECTION.
5. TRUNCATED DOMES AS DETECTABLE WARNINGS ARE REQUIRED ON ALL WALKS THAT CROSS OR ADJOIN A VEHICULAR WAY WITHOUT A VERTICAL SEPARATION BETWEEN WALKWAY AND VEHICULAR WAY.
6. ANY REQUEST BY A MUNICIPALITY OR INSPECTOR TO MODIFY THE ACCESSIBILITY DETAILS OR DESIGN SHOWN ON THESE PLANS AND SPECIFICATIONS MUST BE APPROVED BY THE ENGINEER PRIOR TO INSTALLATION. ANY CHANGES MADE BY A PRIMARY OR SUB-CONTRACTOR WITHOUT APPROVAL FROM THE ENGINEER AND LATER FOUND TO BE NON-COMPLIANT WITH THE DETAILS AS SHOWN IN THE THESE PLANS AND SPECIFICATIONS AND FEDERAL, STATE AND LOCAL LAW WILL BE REMOVED AND REPLACED AND MADE FULLY COMPLIANT REGARDLESS OF MAGNITUDE AT THE EXPENSE OF THE CONTRACTOR. THE CONTRACTOR SHALL FOLLOW THE RFI PROCESS IN ESTABLISHING THE APPROVAL OR DENIAL OF CHANGES TO ADA RELATED DETAILS OR MOUNTING DIMENSIONS.
7. 1/8" MAXIMUM DEPTH TO TOP OF SEALANT AND 1/8" MAXIMUM PROTRUSION TO TOP OF SEALANT ALONG ADA ACCESS ROUTES.

## LEGEND

| PROPOSED | | EXISTING |
|---|---|---|
| | SITE IMPROVEMENTS | |
| 9 | 1-FOOT CONTOUR | 9 |
| 10 | 5-FOOT CONTOUR | 10 |
| WTR | POTABLE WATER LINE | WTR |
| FP | FIRE PROTECTION WATER LINE | WTR |
| SS | SANITARY SEWER LINE | SAN |
| SD | STORM DRAIN LINE | SD |
| | OVERHEAD ELECTRIC | OE |
| | UNDERGROUND ELECTRIC | UE |
| | UNDERGROUND DATA AND TELEPHONE LINE | UT |
| | GAS LINE | G |
| x | FENCE | x |
| | APPROXIMATE LIMITS OF DISTURBANCE | |
| | TREE | |
| | SIGN | |
| | WATER VALVE/METER/BOX | WM |
| | IRRIGATION VALVE/BOX | |
| | FIRE HYDRANT | FDC |
| | SEWER MANHOLE/CLEANOUT | |
| | STORM MANHOLE/CATCH BASIN/JUNCTION BOX/DROP INLET | |
| | GAS VALVE/METER | |
| | TELE/COMMUNICATION MANHOLE/BOX | |
| | ELECTRICAL MANHOLE/BOX/ANODE BOX | |
| | POWER/UTILITY POLE OR GUY WIRE | |

PROPOSED AC PAVEMENT. SEE DETAIL 4 ON SHEET 2-C7.0.

PROPOSED PCC PAVEMENT. SEE DETAIL 2 ON SHEET 2-C7.0.

PROPOSED LANDSCAPE AREA. SEE LANDSCAPE PLANS FOR DETAILS

PROPOSED BMP PLANTER. SEE DETAIL 2 ON SHEET 2-C7.1.

GRAPHIC SCALE IN FEET 0 10 20 30 SCALE: 1"=10'

CALICHI DESIGN GROUP

11/08/2024 12:00:00 PM

OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

Revisions

| Delta | Date | Revisions | By |
|---|---|---|---|
| 3 | 2024-12-16 | ADDENDUM #3 | AM |
| 4 | 2025-08-14 | CCD-B | AM |
| 2 | 2025-09-17 | CCD-2 | AM |
| 5 | 2025-10-30 | RFI #51.2 | DC |
| 6 | 2025-10-30 | RFI #52 | DC |
| 7 | 2025-11-11 | RFI #60 | DC |
| 10 | 2025-11-11 | RFI #59 | DC |
| 12 | 2025-11-19 | RFI #47, 48 & 78 | DC |
| 12 | 2025-12-04 | RFI #47.1, 59 & 68 | DC |
| 12 | 2025-12-22 | RFI #86 | DC |
| 11 | 2026-02-27 | CCD-011 | DC |

PREPARED BY:
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(510) 250-7877
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REGISTERED PROFESSIONAL ENGINEER RENATO VICENTE PERALTA C 69670 EXP. 9-30-2026 CIVIL STATE OF CALIFORNIA
12-01-10

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HY Architects Project number: 5983

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4610 & 4529 FOOTHILL BLVD, OAKLAND CA, 94601

Project
MODULAR BUILDINGS

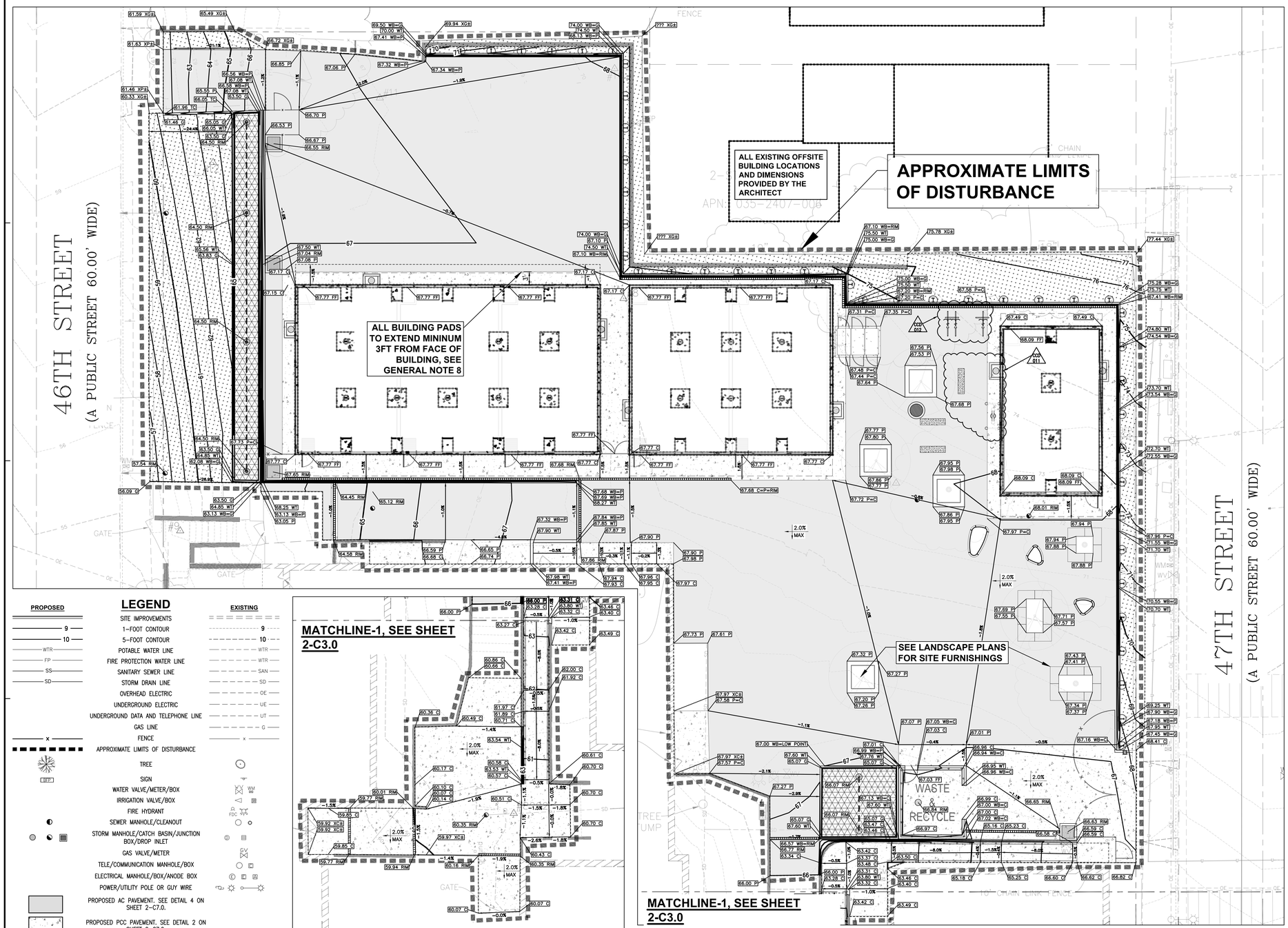
Sheet Title
SITE, PAVING, AND HORIZONTAL CONTROL PLAN

Client Project Number: #13158

Scale: As indicated
Drawn By: AM
Checked By: RP
Issue Date: 02/20/2026
CAD Version: 2025

Sheet
2-C2.0

APPROVED
DIV. OF THE STATE ARCHITECT
APP: 01-121860 INC:
REVIEWED FOR
SS☐ FLS☐ ACS☑
DATE: 03/04/2026




## LEGEND

| PROPOSED | | EXISTING |
|---|---|---|
| 9 | 1-FOOT CONTOUR | 9 |
| 10 | 5-FOOT CONTOUR | 10 |
| WTR | POTABLE WATER LINE | WTR |
| FP | FIRE PROTECTION WATER LINE | WTR |
| SS | SANITARY SEWER LINE | SAN |
| SD | STORM DRAIN LINE | SD |
| | OVERHEAD ELECTRIC | OE |
| | UNDERGROUND ELECTRIC | UE |
| | UNDERGROUND DATA AND TELEPHONE LINE | UT |
| | GAS LINE | G |
| x | FENCE | x |
| | APPROXIMATE LIMITS OF DISTURBANCE | |
| | TREE | |
| BFP | SIGN | |
| | WATER VALVE/METER/BOX | WM WR |
| | IRRIGATION VALVE/BOX | |
| | FIRE HYDRANT | FDC |
| | SEWER MANHOLE/CLEANOUT | |
| | STORM MANHOLE/CATCH BASIN/JUNCTION BOX/DROP INLET | |
| | GAS VALVE/METER | GV |
| | TELE/COMMUNICATION MANHOLE/BOX | |
| | ELECTRICAL MANHOLE/BOX/ANODE BOX | E |
| | POWER/UTILITY POLE OR GUY WIRE | |

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PROPOSED PCC PAVEMENT. SEE DETAIL 2 ON SHEET 2-C7.0.

PROPOSED LANDSCAPE AREA, SEE LANDSCAPE PLANS FOR DETAILS

PROPOSED BMP PLANTER. SEE DETAIL 2 ON SHEET 2-C7.1.

GRAPHIC SCALE IN FEET 0 10 20 30 — SCALE: 1"=10'

CALICHI DESIGN GROUP

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## EARTHWORK AND PAVING QUANTITIES:

| | |
|---|---|
| TOTAL CUT | = 1,514 CY |
| TOTAL FILL | = 97 CY |
| TOTAL EARTHWORK | = 1,417 CY (CUT/EXPORT) |

## ENGINEER'S ADA NOTES:

1. ALL SITE WORK SHALL BE IN CONFORMANCE WITH THE CURRENT AMERICANS WITH DISABILITIES ACT ACCESSIBILITY GUIDELINES (ADAAG), THE AMERICANS WITH DISABILITIES ACT (ADA), AND MUNICIPAL AND STATE ADA REGULATIONS.
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## SPOT GRADING LEGEND

| | |
|---|---|
| 00.00 X | INDICATES ELEVATION TO MATCH EXISTING ITEM. |
| 00.00 TC | INDICATES ELEVATION AT TOP OF CURB. |
| 00.00 G | INDICATES ELEVATION AT FINISHED GROUND. |
| 00.00 C | INDICATES ELEVATION AT TOP OF CONCRETE. |
| 00.00 FL | INDICATES FLOWLINE ELEVATION OF PIPE, SWALE, OR GUTTER. |
| 00.00 RIM | INDICATES RIM ELEVATION OF UTILITY. |
| 00.00 P | INDICATES ELEVATION AT TOP OF ASPHALT PAVEMENT. |
| 00.00 TC=C | INDICATES TOP OF CURB EQUAL TO CONCRETE ELEVATION. |
| 00.00 TC=P | INDICATES TOP OF CURB EQUAL TO ASPHALT PAVEMENT ELEVATION. |
| 00.00 WB | INDICATES ELEVATION AT BOTTOM OF WALL. |
| 00.00 WT | INDICATES ELEVATION AT TOP OF WALL. |
| 1.5% | DRAINAGE ARROW AND PROPOSED SLOPE. |

OAKLAND UNIFIED SCHOOL DISTRICT
*Community Schools, Thriving Students*

Revisions

| Delta | Date | Revisions | By |
|---|---|---|---|
| 3 | 2024-12-16 | ADDENDUM #3 | AM |
| 4 | 2025-08-14 | CCD-B | AM |
| 2 | 2025-09-17 | CCD-2 | AM |
| 5 | 2025-10-30 | RFI #51.2 | DC |
| 6 | 2025-10-30 | RFI #52 | DC |
| 7 | 2025-11-11 | RFI #60 | DC |
| 10 | 2025-11-11 | RFI #59 | DC |
| 11 | 2025-11-19 | RFI #47, 48 & 78 | DC |
| 12 | 2025-12-04 | RFI #47.1, 59 & 68 | DC |
| 12 | 2025-12-22 | RFI #86 | DC |
| 11 | 2026-02-27 | CCD-011 | DC |


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REGISTERED PROFESSIONAL ENGINEER
ROBERT VICENTE PANGILINAN
C 69570
EXP. 9-30-2026
CIVIL
STATE OF CALIFORNIA
2026-01-10

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HY Architects Project number: 5983

Facility
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4610 & 4529 FOOTHILL BLVD, OAKLAND CA, 94601

Project
MODULAR BUILDINGS

Sheet Title
GRADING AND DRAINAGE PLAN

Client Project Number: #13158

Scale: As indicated
Drawn By: AM
Checked By: RP
Issue Date: 02/20/2026
CAD Version: 2025

Sheet
2-C3.0

11/08/2024 12:00:00 PM

GRAPHIC SCALES: 1/16" = 1'-0" | 1/8" = 1'-0" | 1/4" = 1'-0" | 1/2" = 1'-0" | 3/4" = 1'-0" | 1" = 1'-0" | 1 1/2" = 1'-0" | 3" = 1'-0"

IF THIS SHEET IS NOT 30"x42" , IT IS A REDUCED PRINT SCALE ACCORDINGLY

APPROVED
DIV. OF THE STATE ARCHITECT
APP: 01-121860 INC:
REVIEWED FOR
SS☐ FLS☐ ACS☑
DATE: 03/04/2026

LIMIT OF WORK

BIORETENTION PLANTER: S.C.D. FOR CONSTRUCTION DETAILS, SEE L6.01 FOR PLANTING PLAN

58.44'

P.A.

EXISTING TREES TO BE PROTECTED. INSTALL MULCH W/ NO ADDITIONAL PLANTING

BIKE RACK 5 / 21-5.02

(3) BIKE LOCKERS 8 / 21-5.01

CONCRETE PAD

9'-8"

9'-3"

10'-0"

7'-2"

4'-4"

9'-4"

CCD-011

7'-6" TYP

6'-0"

6'-6"

4 / 21-5.02 POURED IN PLACE CONCRETE SEAT WALL

19'-0"

72" CONCRETE BENCH

16'-0"

1 / 21-5.02 DRINKING FOUNTIAN

2'-0"

18"

7'-6" SQ

90 DEGREE CORNER CONCRETE BENCH, TYP

2'-9"

12'-3"

7'-0"

11'-9"

5'-9"

11'-8"

28'-6"

11'-10"

6'-0"

9'-4"

12'-7"

CONCRETE PEBBLE BENCH - LARGE

CONCRETE PEBBLE BENCH - SMALL

48" CONCRETE BENCH, TYP

90 DEGREE CORNER CONCRETE BENCH, TYP

9'-8"

16'-0"

44'-8"

26'-9"

15'-9"

20' WIDE CHAIN LINK VEHICULAR GATE 1 / 21-5.01

BIORETENTION PLANTER: S.C.D. FOR CONSTRUCTION DETAILS, SEE L6.01 FOR PLANTING PLAN

WASTE & RECYCLE

5.35'

10"

GRATE:51.37' (FULL)

GRATE:51.39' (FULL)

TREE STUMP

PLAN NORTH | TRUE NORTH

0 8 16 24'

SCALE: 1/8" = 1'-0"

OAKLAND UNIFIED SCHOOL DISTRICT
*Community Schools, Thriving Students*

Revisions

| Delta | Date | Revisions | By |
|---|---|---|---|
| | 04/18/25 | DSA BACKCHECK | |
| CCD-02 | 09/03/25 | QUAD RE-DESIGN RFI #08 | |
| CCD-011 | 02/27/26 | DRINKING FOUNTAIN | |

LICENSED LANDSCAPE ARCHITECT
AMY C CUPPLES
4488
8/31/2027
STATE OF CALIFORNIA

CK designs
Landscape Architecture
Site Planning
Urban Design
1970 Broadway, Suite 800
Oakland, CA 94612
510 451 9987 | studioCKD.com

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HIBSER YAMAUCHI Architects, Inc.
300 – 27th Street
Oakland, CA 94612
510.446.2222 tel | 510.446.2211 fax

HY Architects Project number: 5983

Facility
FREMONT HIGH SCHOOL
4610 FOOTHILL BLVD, OAKLAND CA, 94601

Project
MODULAR BUILDINGS

Sheet Title
LANDSCAPE MATERIALS & DIMENSION PLAN

Client Project Number:

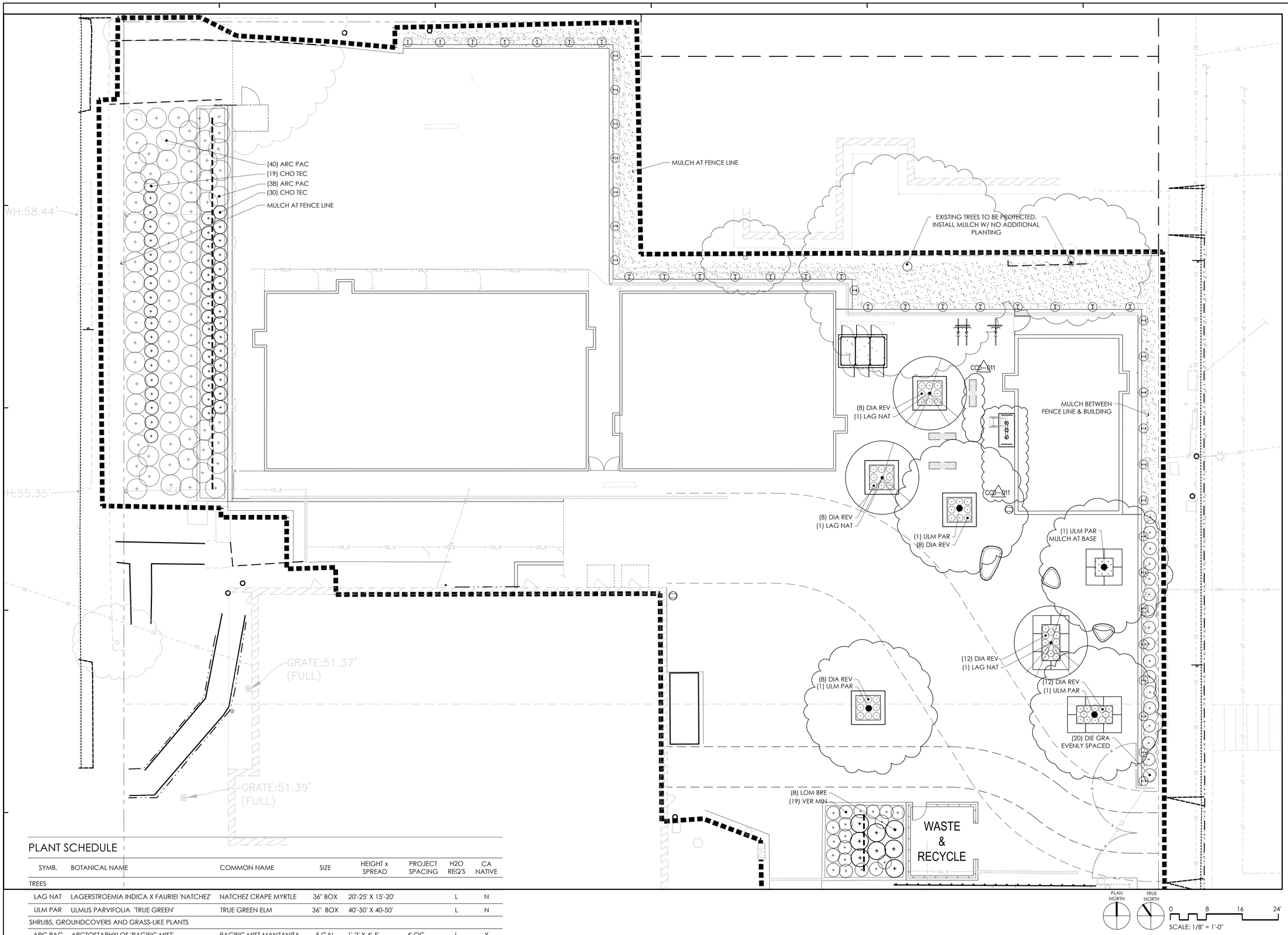
Scale: 1/8" = 1'-0"
Drawn By: SD
Checked By: AC
Issue Date: 08/18/2023
Revit Version: 2023

Sheet
**2-L4.01**
Sheet - of 200

GRAPHIC SCALES: 1/16" = 1'-0" | 1/8" = 1'-0" | 1/4" = 1'-0" | 1/2" = 1'-0" | 3/4" = 1'-0" | 1" = 1'-0" | 1 1/2" = 1'-0" | 3" = 1'-0"

IF THIS SHEET IS NOT 30"x42" , IT IS A REDUCED PRINT SCALE ACCORDINGLY

APPROVED
DIV. OF THE STATE ARCHITECT
APP: 01-121860 INC:
REVIEWED FOR
SS☐ FLS☐ ACS☑
DATE: 03/04/2026




## PLANT SCHEDULE

| SYMB. | BOTANICAL NAME | COMMON NAME | SIZE | HEIGHT x SPREAD | PROJECT SPACING | H2O REQ'S | CA NATIVE |
|---|---|---|---|---|---|---|---|
| TREES | | | | | | | |
| LAG NAT | LAGERSTROEMIA INDICA X FAURIEI 'NATCHEZ' | NATCHEZ CRAPE MYRTLE | 36" BOX | 20'-25' X 15'-20' | | L | N |
| ULM PAR | ULMUS PARVIFOLIA 'TRUE GREEN' | TRUE GREEN ELM | 36" BOX | 40'-50' X 40-50' | | L | N |
| SHRUBS, GROUNDCOVERS AND GRASS-LIKE PLANTS | | | | | | | |
| ARC PAC | ARCTOSTAPHYLOS 'PACIFIC MIST' | PACIFIC MIST MANZANITA | 5 GAL | 1'-2' X 4'-5' | 4' OC | L | Y |
| CHO TEC | CHONDROPETALUM TECTORUM | SMALL CAPE RUSH | 5 GAL | 3' X 3' | 3' OC | L | N |
| DIA REV | DIANELLA REVOLUTA 'LITTLE REV' | LITTLE REV DIANELLA | 1 GAL | 15" X 15" | 18" OC | L | N |
| DIE GRA | DIETES GRANDIFLORA | FORTNIGHT LILY | 1 GAL | 3' X 3' | PER PLAN | L | N |
| LOM BRE | LOMANDRA LONGIFOLIA 'BREEZE' | DWARF MAT RUSH | 5 GAL | 2'-3' X 2'-4' | 4' OC | L | N |
| VER MIN | VERBENA 'DE LA MINA' | CEDROS ISLAND VERBENA | 5 GAL | 3' X 3' | 3' OC | L | Y |

OAKLAND UNIFIED SCHOOL DISTRICT
*Community Schools, Thriving Students*

Revisions

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Facility
FREMONT HIGH SCHOOL
4610 FOOTHILL BLVD, OAKLAND CA, 94601

Project
MODULAR BUILDINGS

Sheet Title
PLANTING PLAN

Client Project Number:

Scale: 1/8" = 1'-0"
Drawn By: SD
Checked By: AC
Issue Date: 01/24/2024
Revit Version: 2023

Sheet
**2-L6.01**
Sheet of 200

**Cahill Contractors LLC**
425 California Street, Suite 2200
San Francisco, California 94104
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**Project: 0583-01 OUSD FREMONT - BLDG A MODERNIZATION & NEW PARKING LOT**
4610 Foothill Blvd / 4529 Foothill Blvd
Oakland, California 94601

# RFI #99-Phase2: Piping Routing Information Required for Drinking Fountain

| | | | |
|---|---|---|---|
| **Revision** | 0 | **Status** | Open |
| **To** | Eleni Antonelli (HIBSER YAMAUCHI ARCHITECTS, INC.) | **From** | Will Nethercutt (CAHILL CONTRACTORS) |
| **Date Initiated** | Jan 29, 2026 | **Due Date** | Feb 5, 2026 |
| **Location** | | | |
| **Cost Impact** | | **Schedule Impact** | |
| **Spec Section** | | | |
| **Drawing Number** | | **Reference** | |
| **Linked Drawings** | | | |
| **Copies To** | Eleni Antonelli (HIBSER YAMAUCHI ARCHITECTS, INC.), Diego Baron (CAHILL CONTRACTORS), Paul Cormican (CAHILL CONTRACTORS), JaQuan Cornish (OAKLAND UNIFIED SCHOOL DISTRICT), Ken DeCarlo , Justin Mapalo , Megan McDevitt (CAHILL CONTRACTORS), Chris Mendez (CAHILL CONTRACTORS), Nick Misakian (CAHILL CONTRACTORS), Will Nethercutt (CAHILL CONTRACTORS), Christina Stone (OAKLAND UNIFIED SCHOOL DISTRICT) | | |
| **Priority** | 2 - High | **Sub RFI#** | |
| **Posted to Drawings** | No | | |

## Activity

**Question**

**Question from Will Nethercutt CAHILL CONTRACTORS** *on Thursday, Jan 29, 2026 at 10:13 AM PST*

Ref: 2-L4.01, 2-C5.0

2-L4.01 calls for a drinking fountain to be installed alongside building 8000. 2-C5.0 shows the drinking fountain on the civil utility plan, but does not show domestic water or SS lines going to the drinking fountain.

1. Please provide routing for the utility lines for the drinking fountain.

**Attachments**
RFI 99 - Phase 2 - Piping Routing Information Required for Drinking Fountain.pdf

*Awaiting an Official Response*

**All Replies**

**Response from Eleni Antonelli HIBSER YAMAUCHI ARCHITECTS, INC.** *on Tuesday, Feb 17, 2026 at 05:53 PM PST*

No exceptions to the drinking fountain being relocated as shown. Adjacent bench will be relocated, pending direction from landscape architect, to allow for more space around the accessible low drinking fountain. Please confirm/coordinate with Global modular about coring through the modular foundation for the vent line.

**Response from Will Nethercutt CAHILL CONTRACTORS** *on Tuesday, Feb 17, 2026 at 07:35 AM PST*

In order to vent the drinking fountain using the sink drain line, a wet vent must be used. This requires the drinking fountain to be shifted North so the vent line can run the shortest distance to the sink in the modular as shown in this attachment. A new sleeve will need to be cored in the modular footing as high as possible. Drinking fountain waste line to be run around to the front of the modular building as shown. Please confirm this is acceptable.

**Attachments**
RFI 99 Additional Detail.pdf

**Response from Eleni Antonelli HIBSER YAMAUCHI ARCHITECTS, INC.** *on Tuesday, Feb 10, 2026 at 03:09 PM PST*

Per discussions with Cahill, the drinking fountain plumbing lines can be connected to the CW and SS lines of Building 8000. The SS line of the drinking fountain being connected to the building's SS line will require a vent to extend 10' above grade. Contractor to confirm size of existing vent for the sink in order to tie into that existing vent.

**Attachments**
5983 Fremont HS-rfi#99-phase2-piping_routing_information_required_for_drinking_fountain_HY RESPONSE.pdf

GM Response from Aaron:

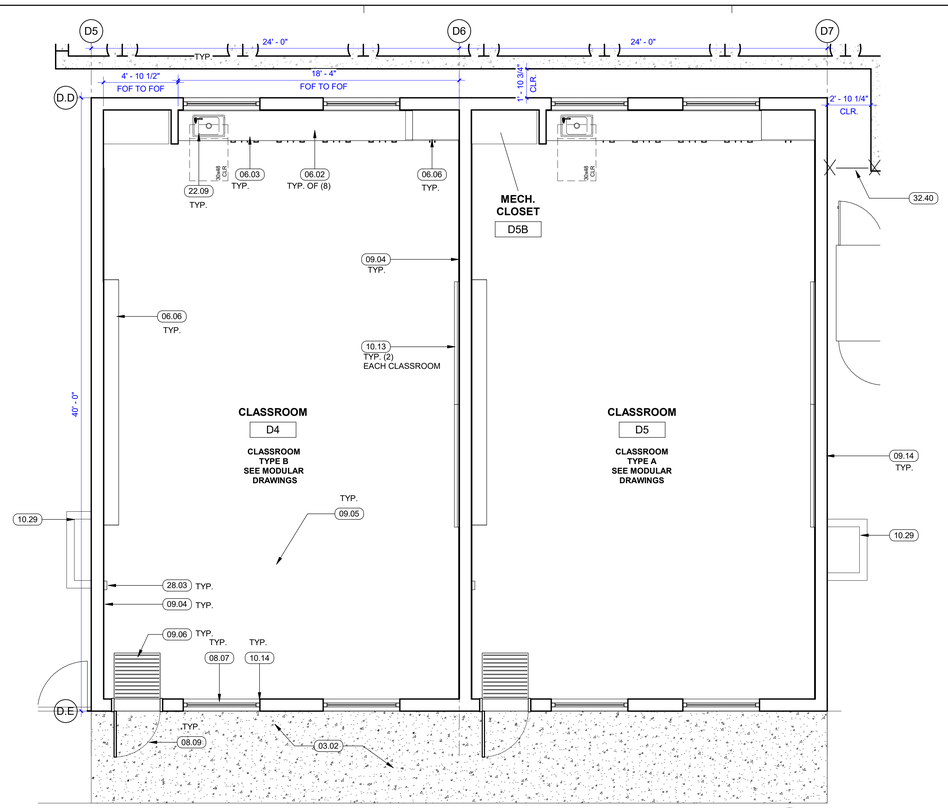
What is the height of the existing sleeve? We cannot core drill through the footing—only through the stem wall. I am unsure whether the inspector would allow core drilling, and we may be required to X-ray the wall to avoid hitting any reinforcing steel.

An alternate solution would be to utilize the existing sleeve (depending on its elevation) to tie into the sink waste line. We have a 2" waste line and a 2" wet vent from the drinking fountain to the sink waste line. Per plumbing code, a 2" wet vent can accommodate up to 4 drainage fixture units (DFUs). In this case, we only have 2 DFUs, which is within allowable limits.

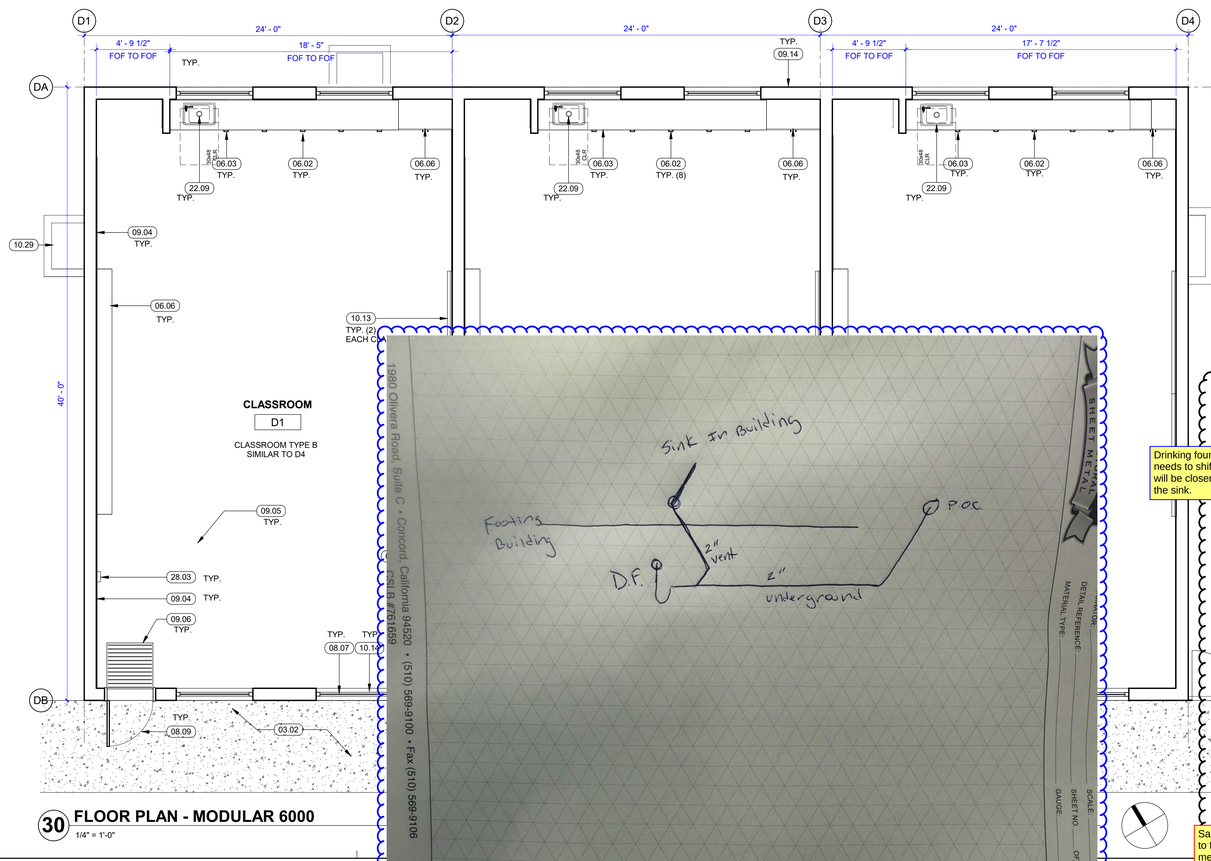
Additionally, depending on the drinking fountain model selected, many freestanding outdoor drinking fountains are self-contained units with an integral venting system, which may further simplify the installation.

GRAPHIC SCALES: 1/16" = 1'-0" | 1/8" = 1'-0" | 1/4" = 1'-0" | 1/2" = 1'-0" | 3/4" = 1'-0" | 1" = 1'-0" | 1 1/2" = 1'-0" | 3" = 1'-0"

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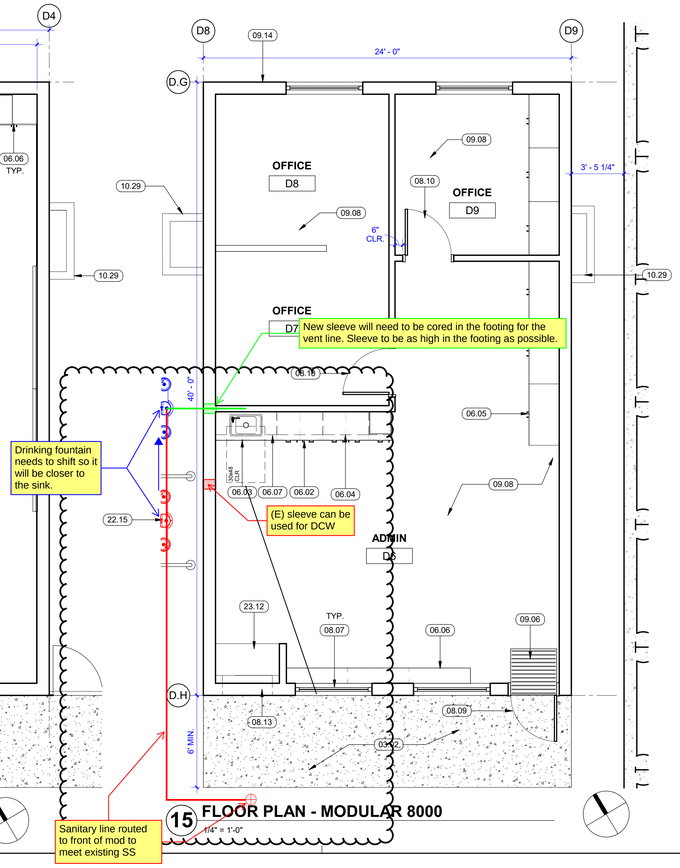



**23 FLOOR PLAN - MODULAR 7000**
1/4" = 1'-0"




**30 FLOOR PLAN - MODULAR 6000**
1/4" = 1'-0"




**15 FLOOR PLAN - MODULAR 8000**
1/4" = 1'-0"

## GENERAL NOTES

1. NOTIFY ARCHITECT OF ANY IN THE FIELD DISCREPANCIES PRIOR TO START OF CONSTRUCTION.
2. ALL DIMENSIONS SHALL BE FACE OF STUD, UON. DIMENSIONS NOTED AS "CLR" REFER TO CLEAR DIMENSION FROM FACE OF FINISH.
3. NO DEMOLITION SHALL BEGIN UNTIL PLANS INCLUDING THE DEMOLITION WORK HAVE BEEN APPROVED BY DSA.
4. EXISTING ACCESSIBLE ROUTES TO ALL FACILITIES AND BUILDINGS THAT ARE OPERATIONAL DURING CONSTRUCTION PHASE SHALL REMAIN UNOBSTRUCTED, SAFE AND USABLE BY PERSONS WITH DISABILITIES.
5. PATCH AND REPAIR WALLS THAT ARE EXISTING TO REMAIN AND AFFECTED BY DEMOLITION.
6. SEE MODULAR DRAWINGS FOR ADDITIONAL INFORMATION.
7. PREPARATION OF BUILDING PAD AND INSTALLATION OF SITE UTILITY LINES UP TO 5' MAX. AWAY FROM THE MODULAR BUILDINGS TO BE COMPLETED BY SITE CONTRACTOR PRIOR TO INSTALLATION MODULAR BUILDINGS.
8. MODULAR CONTRACTOR TO INSTALL FOUNDATIONS OF MODULAR BUILDINGS, INSTALL MODULAR BUILDGINS ON SITE, AND PROVIDE UTILITY CONNECTION BOXES FOR INTRUSION AND FIRE ALARM SYSTEMS.
9. CONTRACTOR TO CONNECT UTILITY LINES FROM SITE UTILITY POINTS OF CONNECTION TO BUILDING POINTS OF CONNECTION AFTER INSTALLATION OF MODULAR BUILDINGS ON SITE.
10. CONTRACTOR TO INSTALL EXTERIOR WEATHER-RESISTIVE BARRIER AND EXTERIOR FINISHES, AND PAINT EXTERIOR OF BUILDING.
11. MODULAR CONTRACTOR TO PROVIDE MODULAR BUILDINGS EQUIPPED WITH CASEWORK, EXTERIOR AND INTERIOR OPENINGS, INTERIOR FINISHES, AND MECHANICAL, ELECTRICAL AND PLUMBING SYSTEMS.MODULAR CONTRACTOR IS RESPONSIBLE FOR ON-SITE TOUCH-UP WORK AT INTERIOR.
12. CONTRACTOR IS RESPONSIBLE FOR ON-SITE TOUCH-UP WORK AT EXTERIOR OF MODULAR BUILDINGS AND CONNECTION OF SITE UTILITIES TO MODULAR BUILDINGS.

## KEYNOTES

| | |
|---|---|
| 03.02 | CONCRETE FLATWORK, SCD |
| 06.02 | BASE LAMINATE-CLAD WOOD CABINETS |
| 06.03 | COUNTERTOP WITH SINK, SEE A10.1A IN MODULAR DRAWINGS |
| 06.04 | WALL-HUNG LAMINATE-CLAD WOOD CABINETS |
| 06.05 | TALL LAMINATE-CLAD WOOD CABINET |
| 06.06 | 32" HIGH LAMINATE-CLAD WOOD CASEWORK |
| 06.07 | LAMINATE-CLAD WOOD COUNTERTOP |
| 08.07 | DUAL-PANE WINDOWS, TYP. |
| 08.09 | ACCESSIBLE EXTERIOR FRP DOOR W/ HOLLOW METAL DOOR FRAME AND VISION PANEL. |
| 08.10 | INTERIOR WOOD DOOR WITH HOLLOW METAL DOOR FRAME. |
| 08.13 | MECHANICAL LOUVER BEYOND, SEE MODULAR PC DRAWINGS |
| 09.04 | TACKABLE WALL FINISH, FULL HEIGHT X 60 LF PER CLASSROOM (APPROXIMATELY) |
| 09.05 | RESILIENT FLOOR & RUBBER BASE |
| 09.06 | WALK-OFF MAT |
| 09.08 | CARPET TILE, TYP. AT ADMINISTRATION MODULAR BUILDING D6. |
| 09.14 | INSTALL CEMENT PLASTER SYSTEM WITH WEATHER-RESISTIVE BARRIER AFTER SITE INSTALLATION OF MODULAR BUILDINGS, SEE MODULAR DRAWING SERIES FOR MORE INFORMATION. |
| 10.13 | MARKERBOARD, TYP. |
| 10.14 | WINDOW BLINDS WITH MOTORIZED CONTROLS, TYP. |
| 10.29 | CONCRETE FOUNDATION VENT WELL W/ METAL GRATE, TYP., SEE MODULAR DRAWINGS, SCD |
| 22.09 | ACCESSIBLE CLASSROOM SINK WITH BASE CABINETS. |
| 22.15 | ACCESSIBLE FREE-STANDING HI-LO DRINKING FOUNTAIN, SLD, SCD. |
| 23.12 | MECHANICAL UNIT, SEE PC DRAWINGS |
| 28.03 | CARBON DIOXIDE SENSOR, BATTERY-POWERED, MOUNTED AT 5'6" AFF, TYP. AT ALL (5) CLASSROOMS. MAINTAIN 5' CLEARANCE FROM DOORS AND OPERABLE WINDOWS. |
| 32.40 | 6' HIGH CHAINLINK FENCE WITH NON-CLIMBABLE FABRIC, SLD. |

## PARTITION LEGEND

NOTE: FOR ANY PARTITION THAT IS NOT TAGGED ON THE PLAN, REFER TO ITS CORRESPONDING GRAPHIC IN THIS WALL LEGEND TO DETERMINE ITS TYPE

**NEW WALL & PARTITION TYPES:**

——— NON- RATED FIRE- RESISTIVE PARTITION (W/ UNPROTECTED OPENINGS) AND/ OR EXTERIOR WALL. SEE MODULAR DRAWINGS

OAKLAND UNIFIED SCHOOL DISTRICT
*Community Schools, Thriving Students*

Revisions

| Delta | Date | Revisions | By |
|---|---|---|---|

BID SET

KEY MAP




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Oakland, CA 94612
510.446.2222 tel | 510.446.2211 fax

HY Architects Project number: 5983

Facility

FREMONT HIGH SCHOOL
4610 FOOTHILL BLVD, OAKLAND CA, 94601

Project

MODULAR BUILDINGS

Sheet Title

NEW FLOOR PLANS - MODULAR BLDGS 6000, 7000 & 8000

Client Project Number: #13158

Scale: 1/4" = 1'-0"
Drawn By: EA
Checked By: EA
Issue Date: 11/8/2024
Revit Version: 2023

Sheet **2-A2.02**

Sheet 14 of 194

11/18/2024 4:54:05 PM C:\Revit_Locals\5983_Fremont HS_Mod_Central_R23_Temp_eantonetti3LMZO.rvt

**Cahill Contractors LLC**
425 California Street, Suite 2200
San Francisco, California 94104
P: (415) 986-0600

**Project: 0583-01 OUSD FREMONT - BLDG A MODERNIZATION & NEW PARKING LOT**
4610 Foothill Blvd / 4529 Foothill Blvd
Oakland, California 94601

# RFI #99-Phase2: Piping Routing Information Required for Drinking Fountain

| | | | |
|---|---|---|---|
| **Revision** | 0 | **Status** | Open |
| **To** | Eleni Antonelli (HIBSER YAMAUCHI ARCHITECTS, INC.) | **From** | Will Nethercutt (CAHILL CONTRACTORS) |
| **Date Initiated** | Jan 29, 2026 | **Due Date** | Feb 5, 2026 |
| **Location** | | | |
| **Cost Impact** | | **Schedule Impact** | |
| **Spec Section** | | | |
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| **Priority** | 2 - High | **Sub RFI#** | |
| **Posted to Drawings** | No | | |

## Activity

**Question**

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Ref: 2-L4.01, 2-C5.0

2-L4.01 calls for a drinking fountain to be installed alongside building 8000. 2-C5.0 shows the drinking fountain on the civil utility plan, but does not show domestic water or SS lines going to the drinking fountain.

1. Please provide routing for the utility lines for the drinking fountain.

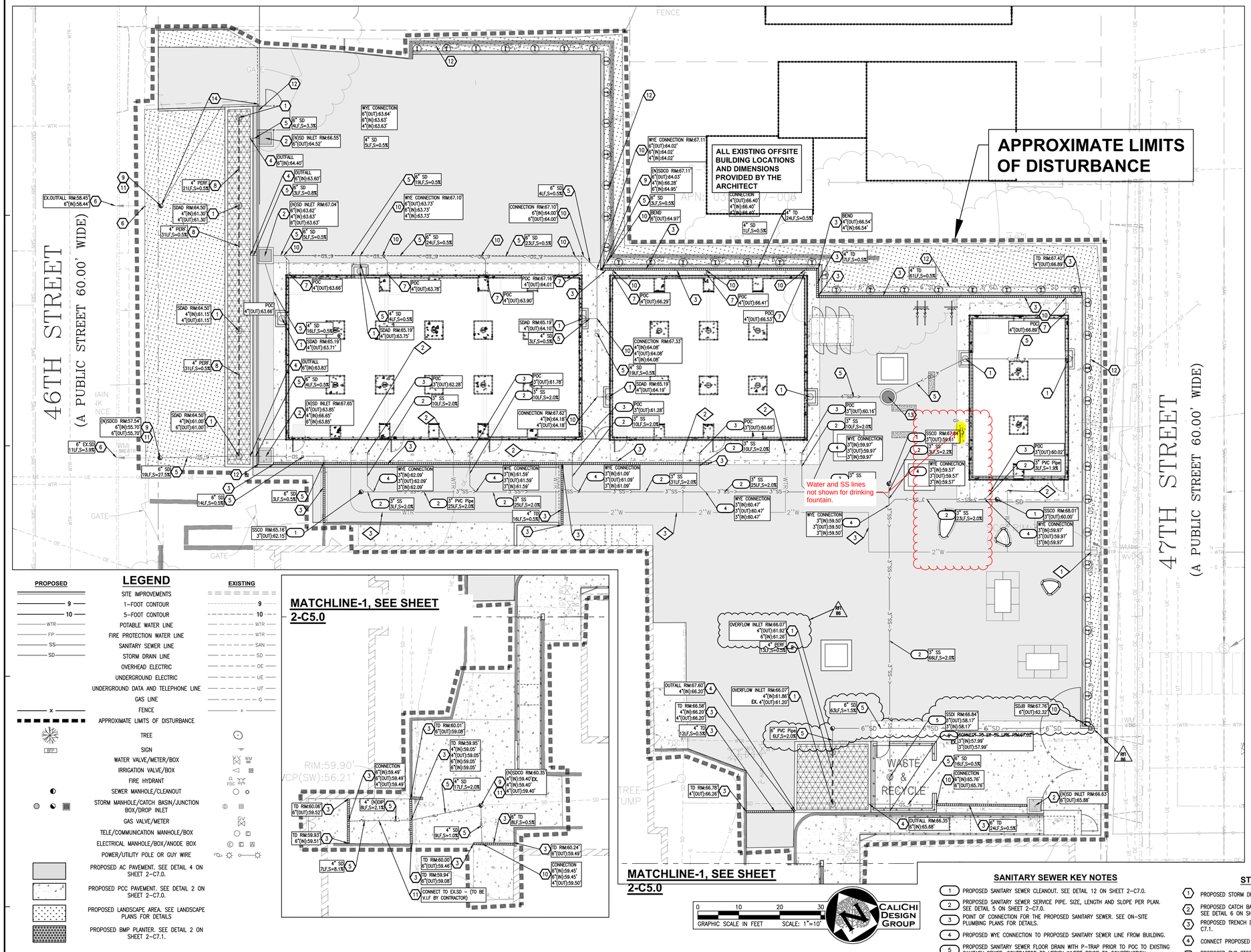
**Attachments**
RFI 99 - Phase 2 - Piping Routing Information Required for Drinking Fountain.pdf

HY Response:

Per discussions with Cahill on site, the drinking fountain plumbing lines can be connected to the CW and SS lines of Building 8000. The SS line of the drinking fountain being connected to the building's SS line will require a vent to extend 10' above grade. Contractor to confirm size of existing vent for the sink in order to tie into that existing vent.

Eleni Antonelli
HY Architect
2/10/26

RFI 98 - Phase 2
1/29/26
SK-01




## LEGEND

| PROPOSED | | EXISTING |
|---|---|---|
| | SITE IMPROVEMENTS | |
| 9 | 1-FOOT CONTOUR | 9 |
| 10 | 5-FOOT CONTOUR | 10 |
| WTR | POTABLE WATER LINE | WTR |
| FP | FIRE PROTECTION WATER LINE | WTR |
| SS | SANITARY SEWER LINE | SAN |
| SD | STORM DRAIN LINE | SD |
| | OVERHEAD ELECTRIC | OE |
| | UNDERGROUND ELECTRIC | UE |
| | UNDERGROUND DATA AND TELEPHONE LINE | UT |
| | GAS LINE | G |
| x | FENCE | x |
| | APPROXIMATE LIMITS OF DISTURBANCE | |
| | TREE | |
| SIGN | | |
| | WATER VALVE/METER/BOX | WM WV |
| | IRRIGATION VALVE/BOX | |
| | FIRE HYDRANT | FDC |
| | SEWER MANHOLE/CLEANOUT | |
| | STORM MANHOLE/CATCH BASIN/JUNCTION BOX/DROP INLET | |
| | GAS VALVE/METER | |
| | TELE/COMMUNICATION MANHOLE/BOX | |
| | ELECTRICAL MANHOLE/BOX/ANODE BOX | |
| | POWER/UTILITY POLE OR GUY WIRE | |
| | PROPOSED AC PAVEMENT. SEE DETAIL 4 ON SHEET 2-C7.0. | |
| | PROPOSED PCC PAVEMENT. SEE DETAIL 2 ON SHEET 2-C7.0. | |
| | PROPOSED LANDSCAPE AREA. SEE LANDSCAPE PLANS FOR DETAILS | |
| | PROPOSED BMP PLANTER. SEE DETAIL 2 ON SHEET 2-C7.1. | |

0 10 20 30
GRAPHIC SCALE IN FEET SCALE: 1"=10'

## SANITARY SEWER KEY NOTES

1. PROPOSED SANITARY SEWER CLEANOUT. SEE DETAIL 12 ON SHEET 2-C7.0.
2. PROPOSED SANITARY SEWER SERVICE PIPE. SIZE, LENGTH AND SLOPE PER PLAN. SEE DETAIL 5 ON SHEET 2-C7.0.
3. POINT OF CONNECTION FOR THE PROPOSED SANITARY SEWER. SEE ON-SITE PLUMBING PLANS FOR DETAILS.
4. PROPOSED WYE CONNECTION TO PROPOSED SANITARY SEWER LINE FROM BUILDING.
5. PROPOSED SANITARY SEWER FLOOR DRAIN WITH P-TRAP PRIOR TO POC TO EXISTING SANITARY SEWER. CONTRACTOR TO VERIFY INVERT PRIOR TO CONSTRUCTION.
6. PROPOSED SANITARY SEWER POINT OF CONNECTION.

## WATER KEY NOTES

1. PROPOSED BACKFLOW PREVENTER. SEE DETAIL 11 ON SHEET 2-C7.0.
2. POINT OF CONNECTION FOR THE PROPOSED WATER SERVICE. SEE ON-SITE PLUMBING PLANS FOR DETAILS.
3. MAINTAIN A MINIMUM OF 5' HORIZONTAL SEPARATION AND 1' VERTICAL SEPARATION FROM ALL NON-POTABLE UTILITIES.

NOTE: EBMUD TO PERFORM ALL WATER LINE CONSTRUCTION IN THE PUBLIC ROW, UNLESS OTHERWISE NOTED.

## STORM DRAIN KEY NOTES

1. PROPOSED STORM DRAIN OVERFLOW INLET. SEE DETAIL 1 ON SHEET 2-C7.1.
2. PROPOSED CATCH BASIN INLET OR STORM DRAIN INLET. RIM AND INVERT PER PLAN. SEE DETAIL 6 ON SHEET 2-C7.0.
3. PROPOSED TRENCH DRAIN RIM AND INVERT PER PLAN. SEE DETAIL 6 ON SHEET C7.1.
4. CONNECT PROPOSED STORM DRAIN TO PLANTER AREA.
5. PROPOSED PVC STORM DRAIN LINE. SIZE, SLOPE, LENGTH PER PLAN. SEE DETAIL 5 ON SHEET 2-C7.0.
6. EXISTING SIDEWALK UNDERDRAIN PER CITY OF OAKLAND STANDARD DRAWING D-13. LENGHT AND SLOPE PER PLAN.
7. POINT OF CONNECTION TO BUILDING RAINWATER LEADER. SEE MODULAR AND PLUMBING DRAWINGS FOR ADDITIONAL CONTINUATION.
8. PROPOSED PERFORATED UNDERDRAIN PIPE. SIZE LENGTH AND SLOPE PER PLAN. SEE DETAIL 4 ON SHEET 2-C7.1.
9. PROPOSED STORM DRAIN CLEANOUT. RIM AND INVERT PER PLAN. SEE DETAIL 12 ON SHEET 2-C7.0.
10. PROPOSED 12"X12" JUNCTION BOX. RIM AND INVERT PER PLAN.
11. CONNECT TO EXISTING STORM DRAIN.
12. PROPOSED COLLECTOR PIPE BEHIND RETAINING WALL. 0.5% SLOPE MIN. SEE STRUCTURAL DRAWINGS FOR DETAILS.
13. PROPOSED NDS FLOW-WELL CONNECTED. RIM ELEVATION PER PLAN. SEE DETAIL 5 ON SHEET C7.1
14. EXTEND RETAINING WALL COLLECTOR PIPE AND CONNECT TO PROPOSED OVERFLOW DRAIN. SLOPE CONNECTOR PIPE TO MAINTAIN 0.5% SLOPE. SEE STRUCTURAL DRAWINGS FOR RETAINING WALL PENETRATIONS.

## UTILITY NOTES:

1. EXISTING OFF-SITE UTILITY LOCATIONS ARE APPROXIMATE AND BASED ON RECORD DRAWINGS OR AS-BUILT INFORMATION.
2. LOCATION OF EXISTING ON-SITE UNDERGROUND UTILITIES HAVE NOT BEEN SURVEYED AND ARE SHOWN BASED ON LOCATIONS OF EXISTING VISIBLE UTILITY STRUCTURES SURVEYED IN THE FIELD. EXACT LOCATIONS OF ALL UTILITIES MUST BE LOCATED IN THE FIELD BY THE CONTRACTOR AND ANY DISCREPANCIES REPORTED TO THE ENGINEER PRIOR TO STARTING CONSTRUCTION.
3. UNLESS NOTED OTHERWISE, ALL RAIN WATER LEADERS TO SPLASH ONTO PAVED SURFACES. IF RAINWATER LEADER TERMINATES IN A LANDSCAPE AREA, CONTRACTOR TO INSTALL SPLASH BLOCK OR APPROVED EQUIVALENT.
4. JOINT TRENCH, ELECTRICAL, DATA, AND GAS ARE SHOWN FOR REFERENCE ONLY. SEE PLANS BY EACH UTILITY COMPANY SERVICE PROVIDER AND ELECTRICAL PLANS FOR DETAILS. DRY UTILITIES ARE MEASURED 2'± FROM PROPOSED BUILDING WALL UNLESS OTHERWISE NOTED.
5. UNLESS NOTED OTHERWISE, ALL STORM DRAIN, WATER, FIRE, AND SANITARY SEWER ARE MEASURED FROM A POINT 5'± FROM PROPOSED BUILDING WALL.

IF A DESIGN FEATURE IS NOT DETAILED OR EXPLAINED TO A SUFFICIENT LEVEL FOR THE CONTRACTOR TO CONSTRUCT, THE CONTRACTOR SHALL CONTACT THE ENGINEER IMMEDIATELY FOR ADDITIONAL INFORMATION.

THE CONTRACTOR SHALL PROVIDE TO ENGINEER A SINGLE REDLINED COPY OF THE MOST RECENT PLANS LABELED "CONTRACTOR AS-BUILTS" FOR USE IN THE PREPARTION OF CLOSE-OUT DOCUMENTS.

THE CONTRACTOR IS RESPONSIBLE FOR NOTIFYING THE ENGINEER UPON DISCOVERY OF ANY FIELD CONFLICTS OR REQUIRED REVISIONS DUE TO UNFORSEEN EXISTING CONDITIONS OR OTHER CONSULTANTS DESIGN PLANS.

ANY DEVIATIONS OR CHANGES FROM THESE PLANS WITHOUT WRITTEN APPROVAL FROM THE ENGINEER SHALL ABSOLVE THE ENGINEER FROM ANY AND ALL RESPONSIBILITY OF THE AFFECTED ITEMS.

ADDED TO THE EXISTING UTILITY NOTES:

LOCATIONS OF EXISTING UTILITIES AND OTHER ITEMS MAY NOT HAVE BEEN VERIFIED IN THE FIELD AND NO GUARANTEE IS MADE AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION SHOWN ON THESE PLANS. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO DETERMINE THE EXACT LOCATION, MATERIAL TYPE, SIZE, AND DEPTH OF EXISTING UTILITIES SHOWN ON THESE PLANS OR INDICATED INT HE FIELD BY LOCATING SERVICES OR OTHER MEANS. ADDITIONAL COSTS INCURRED AS A RESULT OF THE CONTRACTOR'S FAIURE TO VERIFY EXISTING UTILITIES OR SITE ITEMS PRIOR TO BEGINNING CONSTRUCTION SHALL BE BORNE BY THE CONTRACTOR AND ASSUMED INCLUDED IN THE CONTRACTOR'S ORIGINAL BID.

11/08/2024 12:00:00 PM

OAKLAND UNIFIED SCHOOL DISTRICT
*Community Schools, Thriving Students*

Revisions

| Delta | Date | Revisions | By |
|---|---|---|---|
| 3 | 2024-12-16 | ADDENDUM #3 | AM |
| 4 | 2025-08-14 | CCD-B | AM |
| 2 | 2025-09-17 | CCD-2 | AM |
| 5 | 2025-10-30 | RFI #51.2 | DC |
| 6 | 2025-10-30 | RFI #52 | DC |
| 7 | 2025-11-11 | RFI #60 | DC |
| 10 | 2025-11-11 | RFI #59 | DC |
| 11 | 2025-11-19 | RFI #47, 48 & 78 | DC |
| 12 | 2025-12-04 | RFI #47.1, 59 & 68 | DC |
| 12 | 2025-12-22 | RFI #86 | DC |

(100%) CONSTRUCTION DOCUMENT


PREPARED BY:
CALICHI DESIGN GROUP
3240 PERALTA STREET, #3
OAKLAND, CA 94608
(510) 250-7877
WWW.CALICHI.COM


REGISTERED PROFESSIONAL ENGINEER
ROBERT VICENTE PANGILINAN
C 69670
EXP. 9-30-2026
CIVIL
STATE OF CALIFORNIA
12/05/25

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HIBSER YAMAUCHI Architects, Inc.
300 – 27th Street
Oakland, CA 94612
510.446.2222 tel ; 510.446.2211 fax


HY Architects Project number: 5983

Facility
FREMONT HIGH SCHOOL
4610 & 4529 FOOTHILL BLVD, OAKLAND CA, 94601

Project
MODULAR BUILDINGS

Sheet Title
UTILITY PLAN

Client Project Number: #13158

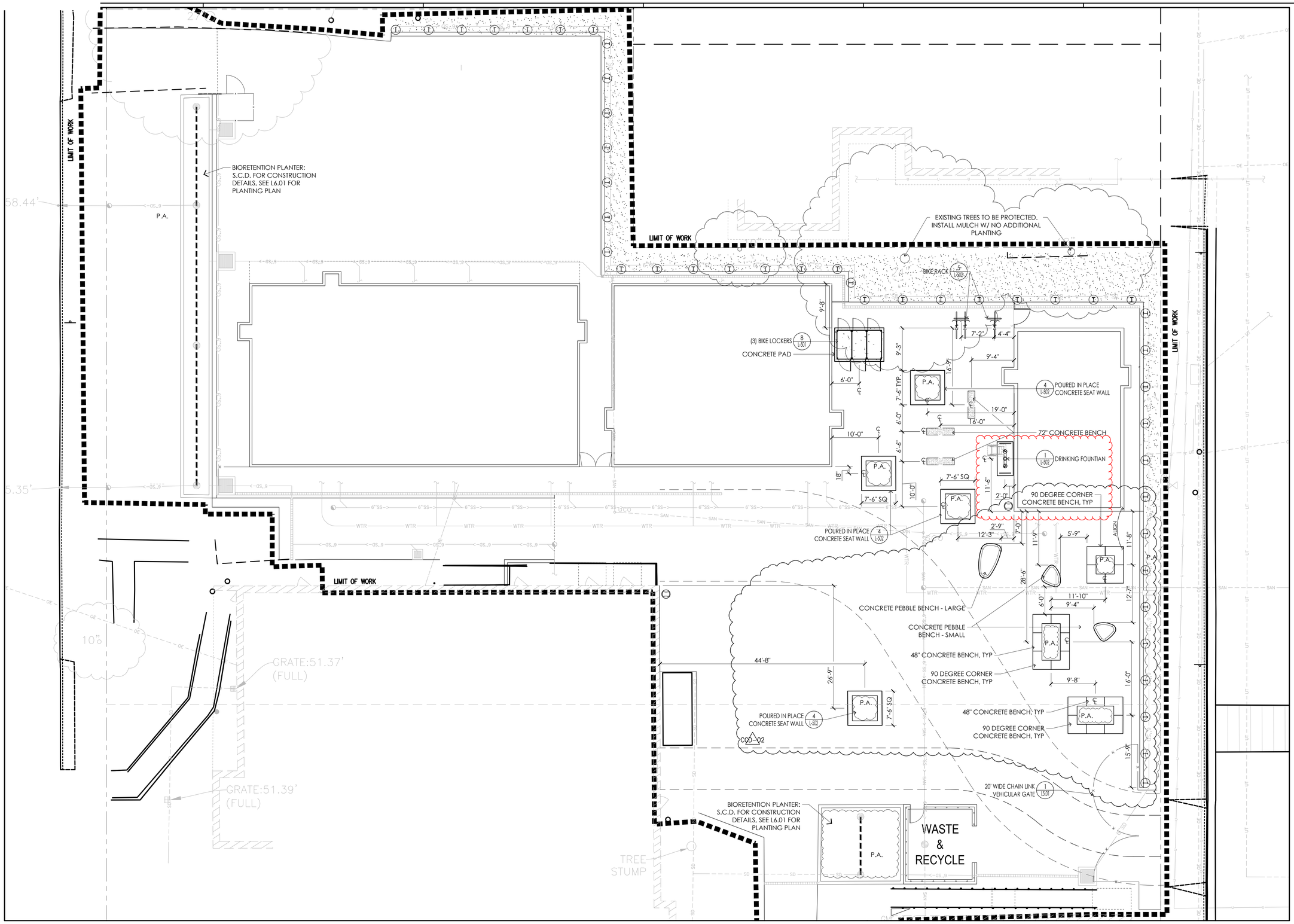
Scale: As indicated
Drawn By: AM
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Issue Date: 12/22/2025
CAD Version: 2025

Sheet
2-C5.0

RFI 98 - Phase 2
1/29/26
SK-01

IF THIS SHEET IS NOT 30"x42" , IT IS
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50' 0 5' 25' — 1/8" = 1'-0"
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0 1' 6' — 1/2" = 1'-0"
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0 1' 3' — 1" = 1'-0"
0 2' — 1 1/2" = 1'-0"
0 1' — 3" = 1'-0"




PLAN NORTH
TRUE NORTH
0 8 16 24'
SCALE: 1/8" = 1'-0"

OAKLAND UNIFIED SCHOOL DISTRICT
*Community Schools, Thriving Students*

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|---|---|---|---|
| | 04/18/25 | DSA BACKCHECK | |
| CCD-02 | 09/03/25 | QUAD RE-DESIGN RFI #08 | |

LICENSED LANDSCAPE ARCHITECT
AMY C CUPPLES
4488
8/31/2027
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C|K designs
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Urban Design
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Project
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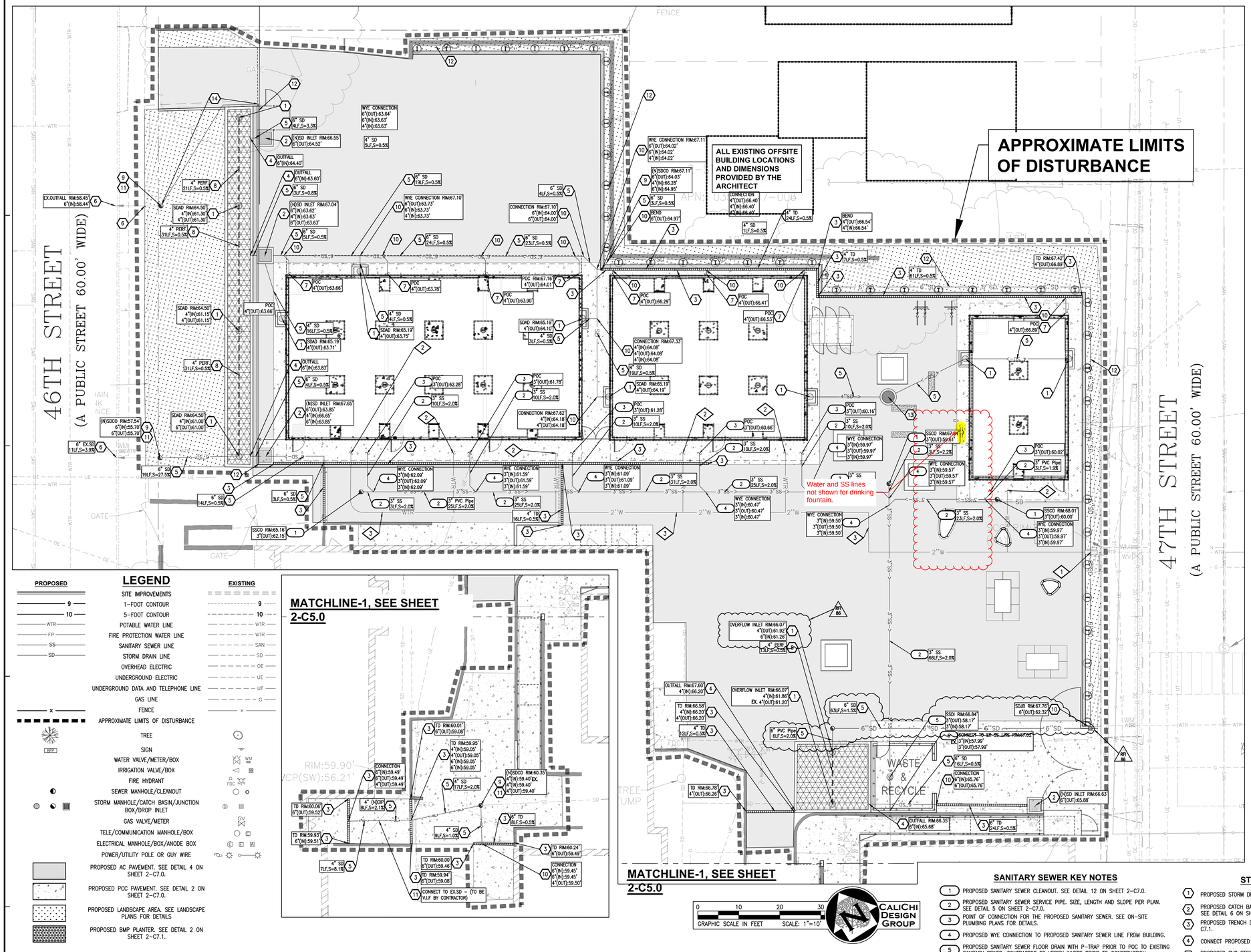
Sheet Title
LANDSCAPE MATERIALS & DIMENSION PLAN

Client Project Number:

Scale: 1/8" = 1'-0"
Drawn By: SD
Checked By: AC
Issue Date: 08/18/2023
Revit Version: 2023

Sheet
**2-L4.01**
Sheet - of 200

RFI 98 - Phase 2
1/29/26
SK-01




## LEGEND

| PROPOSED | | EXISTING |
|---|---|---|
| | SITE IMPROVEMENTS | |
| 9 | 1-FOOT CONTOUR | 9 |
| 10 | 5-FOOT CONTOUR | 10 |
| WTR | POTABLE WATER LINE | WTR |
| FP | FIRE PROTECTION WATER LINE | WTR |
| SS | SANITARY SEWER LINE | SAN |
| SD | STORM DRAIN LINE | SD |
| | OVERHEAD ELECTRIC | OE |
| | UNDERGROUND ELECTRIC | UE |
| | UNDERGROUND DATA AND TELEPHONE LINE | UT |
| | GAS LINE | G |
| x | FENCE | x |
| | APPROXIMATE LIMITS OF DISTURBANCE | |
| | TREE | |
| SIGN | | |
| | WATER VALVE/METER/BOX | WM WV |
| | IRRIGATION VALVE/BOX | |
| | FIRE HYDRANT | FDC |
| | SEWER MANHOLE/CLEANOUT | |
| | STORM MANHOLE/CATCH BASIN/JUNCTION BOX/DROP INLET | |
| | GAS VALVE/METER | |
| | TELE/COMMUNICATION MANHOLE/BOX | |
| | ELECTRICAL MANHOLE/BOX/ANODE BOX | |
| | POWER/UTILITY POLE OR GUY WIRE | |
| | PROPOSED AC PAVEMENT. SEE DETAIL 4 ON SHEET 2-C7.0. | |
| | PROPOSED PCC PAVEMENT. SEE DETAIL 2 ON SHEET 2-C7.0. | |
| | PROPOSED LANDSCAPE AREA. SEE LANDSCAPE PLANS FOR DETAILS | |
| | PROPOSED BMP PLANTER. SEE DETAIL 2 ON SHEET 2-C7.1. | |

0 10 20 30
GRAPHIC SCALE IN FEET SCALE: 1"=10'

## SANITARY SEWER KEY NOTES

1. PROPOSED SANITARY SEWER CLEANOUT. SEE DETAIL 12 ON SHEET 2-C7.0.
2. PROPOSED SANITARY SEWER SERVICE PIPE. SIZE, LENGTH AND SLOPE PER PLAN. SEE DETAIL 5 ON SHEET 2-C7.0.
3. POINT OF CONNECTION FOR THE PROPOSED SANITARY SEWER. SEE ON-SITE PLUMBING PLANS FOR DETAILS.
4. PROPOSED WYE CONNECTION TO PROPOSED SANITARY SEWER LINE FROM BUILDING.
5. PROPOSED SANITARY SEWER FLOOR DRAIN WITH P-TRAP PRIOR TO POC TO EXISTING SANITARY SEWER. CONTRACTOR TO VERIFY INVERT PRIOR TO CONSTRUCTION.
6. PROPOSED SANITARY SEWER POINT OF CONNECTION.

## WATER KEY NOTES

1. PROPOSED BACKFLOW PREVENTER. SEE DETAIL 11 ON SHEET 2-C7.0.
2. POINT OF CONNECTION FOR THE PROPOSED WATER SERVICE. SEE ON-SITE PLUMBING PLANS FOR DETAILS.
3. MAINTAIN A MINIMUM OF 5' HORIZONTAL SEPARATION AND 1' VERTICAL SEPARATION FROM ALL NON-POTABLE UTILITIES.

NOTE: EBMUD TO PERFORM ALL WATER LINE CONSTRUCTION IN THE PUBLIC ROW, UNLESS OTHERWISE NOTED.

## STORM DRAIN KEY NOTES

1. PROPOSED STORM DRAIN OVERFLOW INLET. SEE DETAIL 1 ON SHEET 2-C7.1.
2. PROPOSED CATCH BASIN INLET OR STORM DRAIN INLET. RIM AND INVERT PER PLAN. SEE DETAIL 6 ON SHEET 2-C7.0.
3. PROPOSED TRENCH DRAIN RIM AND INVERT PER PLAN. SEE DETAIL 6 ON SHEET C7.1.
4. CONNECT PROPOSED STORM DRAIN TO PLANTER AREA.
5. PROPOSED PVC STORM DRAIN LINE. SIZE, SLOPE, LENGTH PER PLAN. SEE DETAIL 5 ON SHEET 2-C7.0.
6. EXISTING SIDEWALK UNDERDRAIN PER CITY OF OAKLAND STANDARD DRAWING D-13. LENGHT AND SLOPE PER PLAN.
7. POINT OF CONNECTION TO BUILDING RAINWATER LEADER. SEE MODULAR AND PLUMBING DRAWINGS FOR ADDITIONAL CONTINUATION.
8. PROPOSED PERFORATED UNDERDRAIN PIPE. SIZE LENGTH AND SLOPE PER PLAN. SEE DETAIL 4 ON SHEET 2-C7.1.
9. PROPOSED STORM DRAIN CLEANOUT. RIM AND INVERT PER PLAN. SEE DETAIL 12 ON SHEET 2-C7.0.
10. PROPOSED 12"X12" JUNCTION BOX. RIM AND INVERT PER PLAN.
11. CONNECT TO EXISTING STORM DRAIN.
12. PROPOSED COLLECTOR PIPE BEHIND RETAINING WALL. 0.5% SLOPE MIN. SEE STRUCTURAL DRAWINGS FOR DETAILS.
13. PROPOSED NDS FLOW-WELL CONNECTED. RIM ELEVATION PER PLAN. SEE DETAIL 5 ON SHEET C7.1
14. EXTEND RETAINING WALL COLLECTOR PIPE AND CONNECT TO PROPOSED OVERFLOW DRAIN. SLOPE CONNECTOR PIPE TO MAINTAIN 0.5% SLOPE. SEE STRUCTURAL DRAWINGS FOR RETAINING WALL PENETRATIONS.

## UTILITY NOTES:

1. EXISTING OFF-SITE UTILITY LOCATIONS ARE APPROXIMATE AND BASED ON RECORD DRAWINGS OR AS-BUILT INFORMATION.
2. LOCATION OF EXISTING ON-SITE UNDERGROUND UTILITIES HAVE NOT BEEN SURVEYED AND ARE SHOWN BASED ON LOCATIONS OF EXISTING VISIBLE UTILITY STRUCTURES SURVEYED IN THE FIELD. EXACT LOCATIONS OF ALL UTILITIES MUST BE LOCATED IN THE FIELD BY THE CONTRACTOR AND ANY DISCREPANCIES REPORTED TO THE ENGINEER PRIOR TO STARTING CONSTRUCTION.
3. UNLESS NOTED OTHERWISE, ALL RAIN WATER LEADERS TO SPLASH ONTO PAVED SURFACES. IF RAINWATER LEADER TERMINATES IN A LANDSCAPE AREA, CONTRACTOR TO INSTALL SPLASH BLOCK OR APPROVED EQUIVALENT.
4. JOINT TRENCH, ELECTRICAL, DATA, AND GAS ARE SHOWN FOR REFERENCE ONLY. SEE PLANS BY EACH UTILITY COMPANY SERVICE PROVIDER AND ELECTRICAL PLANS FOR DETAILS. DRY UTILITIES ARE MEASURED 2'± FROM PROPOSED BUILDING WALL UNLESS OTHERWISE NOTED.
5. UNLESS NOTED OTHERWISE, ALL STORM DRAIN, WATER, FIRE, AND SANITARY SEWER ARE MEASURED FROM A POINT 5'± FROM PROPOSED BUILDING WALL.

IF A DESIGN FEATURE IS NOT DETAILED OR EXPLAINED TO A SUFFICIENT LEVEL FOR THE CONTRACTOR TO CONSTRUCT, THE CONTRACTOR SHALL CONTACT THE ENGINEER IMMEDIATELY FOR ADDITIONAL INFORMATION.

THE CONTRACTOR SHALL PROVIDE TO ENGINEER A SINGLE REDLINED COPY OF THE MOST RECENT PLANS LABELED "CONTRACTOR AS-BUILTS" FOR USE IN THE PREPARTION OF CLOSE-OUT DOCUMENTS.

THE CONTRACTOR IS RESPONSIBLE FOR NOTIFYING THE ENGINEER UPON DISCOVERY OF ANY FIELD CONFLICTS OR REQUIRED REVISIONS DUE TO UNFORSEEN EXISTING CONDITIONS OR OTHER CONSULTANTS DESIGN PLANS.

ANY DEVIATIONS OR CHANGES FROM THESE PLANS WITHOUT WRITTEN APPROVAL FROM THE ENGINEER SHALL ABSOLVE THE ENGINEER FROM ANY AND ALL RESPONSIBILITY OF THE AFFECTED ITEMS.

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11/08/2024 12:00:00 PM

OAKLAND UNIFIED SCHOOL DISTRICT
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REGISTERED PROFESSIONAL ENGINEER
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HY Architects Project number: 5983

Facility
FREMONT HIGH SCHOOL
4610 & 4529 FOOTHILL BLVD, OAKLAND CA, 94601

Project
MODULAR BUILDINGS

Sheet Title
UTILITY PLAN

Client Project Number: #13158

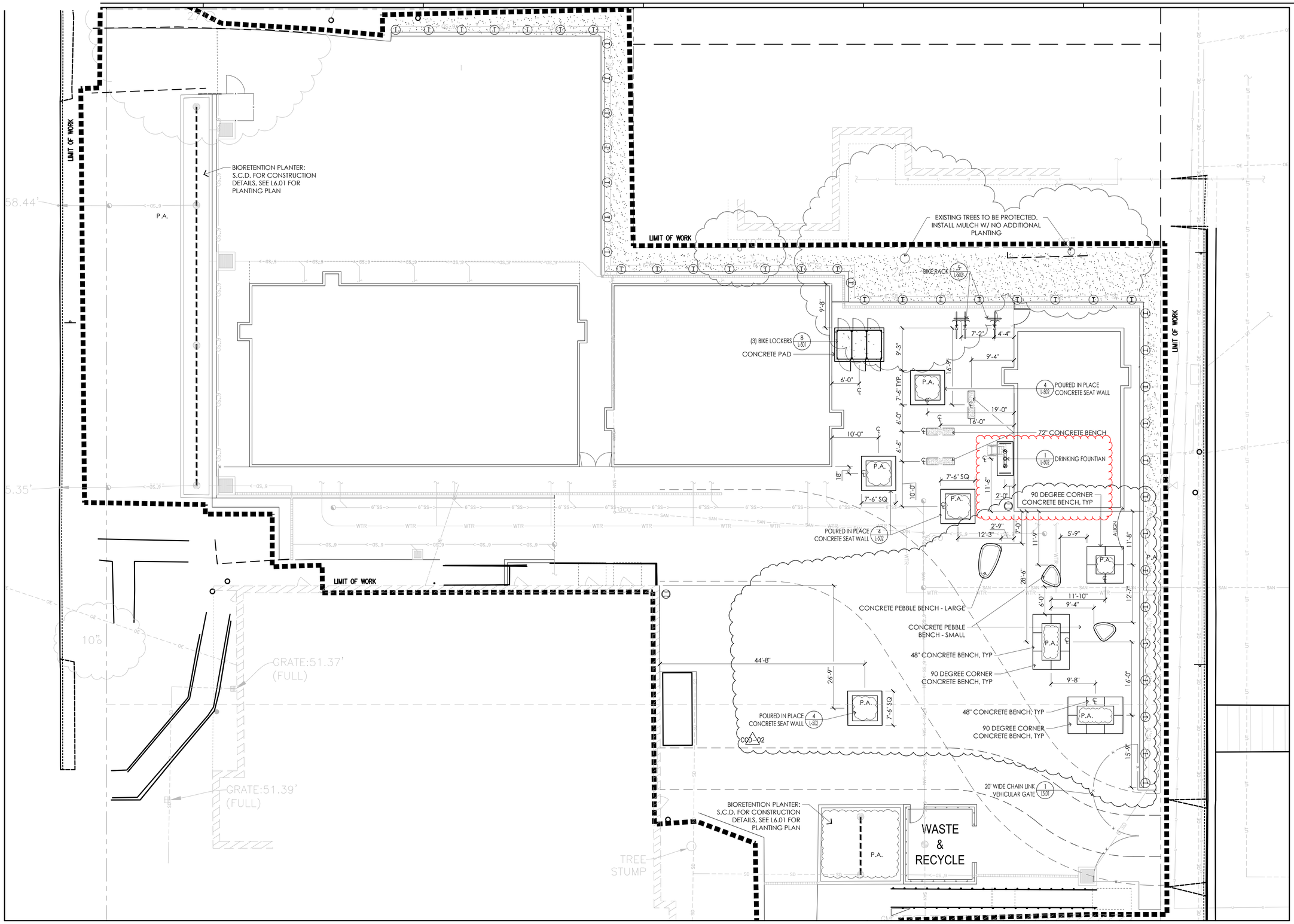
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RFI 98 - Phase 2
1/29/26
SK-01

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TRUE NORTH
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SCALE: 1/8" = 1'-0"

OAKLAND UNIFIED SCHOOL DISTRICT
*Community Schools, Thriving Students*

Revisions

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| | 04/18/25 | DSA BACKCHECK | |
| CCD-02 | 09/03/25 | QUAD RE-DESIGN RFI #08 | |

LICENSED LANDSCAPE ARCHITECT
AMY C CUPPLES
4488
8/31/2027
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C|K designs
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HY Architects Project number: 5983

Facility
FREMONT HIGH SCHOOL
4610 FOOTHILL BLVD, OAKLAND CA, 94601

Project
MODULAR BUILDINGS

Sheet Title
LANDSCAPE MATERIALS & DIMENSION PLAN

Client Project Number:

Scale: 1/8" = 1'-0"
Drawn By: SD
Checked By: AC
Issue Date: 08/18/2023
Revit Version: 2023

Sheet
**2-L4.01**
Sheet - of 200

**Cahill Contractors LLC**
425 California Street, Suite 2200
San Francisco, California 94104
P: (415) 986-0600

**Project: 0583-01 OUSD FREMONT - BLDG A MODERNIZATION & NEW PARKING LOT**
4610 Foothill Blvd / 4529 Foothill Blvd
Oakland, California 94601

# RFI #99-Phase2: Piping Routing Information Required for Drinking Fountain

| | | | |
|---|---|---|---|
| **Revision** | 0 | **Status** | Open |
| **To** | Eleni Antonelli (HIBSER YAMAUCHI ARCHITECTS, INC.) | **From** | Will Nethercutt (CAHILL CONTRACTORS) |
| **Date Initiated** | Jan 29, 2026 | **Due Date** | Feb 5, 2026 |
| **Location** | | | |
| **Cost Impact** | | **Schedule Impact** | |
| **Spec Section** | | | |
| **Drawing Number** | | **Reference** | |
| **Linked Drawings** | | | |
| **Copies To** | Eleni Antonelli (HIBSER YAMAUCHI ARCHITECTS, INC.), Diego Baron (CAHILL CONTRACTORS), Paul Cormican (CAHILL CONTRACTORS), JaQuan Cornish (OAKLAND UNIFIED SCHOOL DISTRICT), Ken DeCarlo , Justin Mapalo , Megan McDevitt (CAHILL CONTRACTORS), Chris Mendez (CAHILL CONTRACTORS), Nick Misakian (CAHILL CONTRACTORS), Will Nethercutt (CAHILL CONTRACTORS), Christina Stone (OAKLAND UNIFIED SCHOOL DISTRICT) | | |
| **Priority** | 2 - High | **Sub RFI#** | |
| **Posted to Drawings** | No | | |

## Activity

**Question**

**Question from Will Nethercutt CAHILL CONTRACTORS** *on Thursday, Jan 29, 2026 at 10:13 AM PST*

Ref: 2-L4.01, 2-C5.0

2-L4.01 calls for a drinking fountain to be installed alongside building 8000. 2-C5.0 shows the drinking fountain on the civil utility plan, but does not show domestic water or SS lines going to the drinking fountain.

1. Please provide routing for the utility lines for the drinking fountain.

**Attachments**
RFI 99 - Phase 2 - Piping Routing Information Required for Drinking Fountain.pdf

*Awaiting an Official Response*

**All Replies**

**Response from Eleni Antonelli HIBSER YAMAUCHI ARCHITECTS, INC.** *on Tuesday, Feb 17, 2026 at 05:53 PM PST*

No exceptions to the drinking fountain being relocated as shown. Adjacent bench will be relocated, pending direction from landscape architect, to allow for more space around the accessible low drinking fountain. Please confirm/coordinate with Global modular about coring through the modular foundation for the vent line.

HY Response:
Reference updated architectural and landscape site plans included in the enclosed revised CCD-013A DRAFT for new location of drinking fountain and nearby bench. HY confirmed with Project Inspector that this CCD will need to be reviewed by DSA for accessibility.

Cahill Contractors LL(

Eleni Antonelli, HY Architects 2/19/26

**Response from Will Nethercutt CAHILL CONTRACTORS** *on Tuesday, Feb 17, 2026 at 07:35 AM PST*

In order to vent the drinking fountain using the sink drain line, a wet vent must be used. This requires the drinking fountain to be shifted North so the vent line can run the shortest distance to the sink in the modular as shown in this attachment. A new sleeve will need to be cored in the modular footing as high as possible. Drinking fountain waste line to be run around to the front of the modular building as shown. Please confirm this is acceptable.

**Attachments**
RFI 99 Additional Detail.pdf

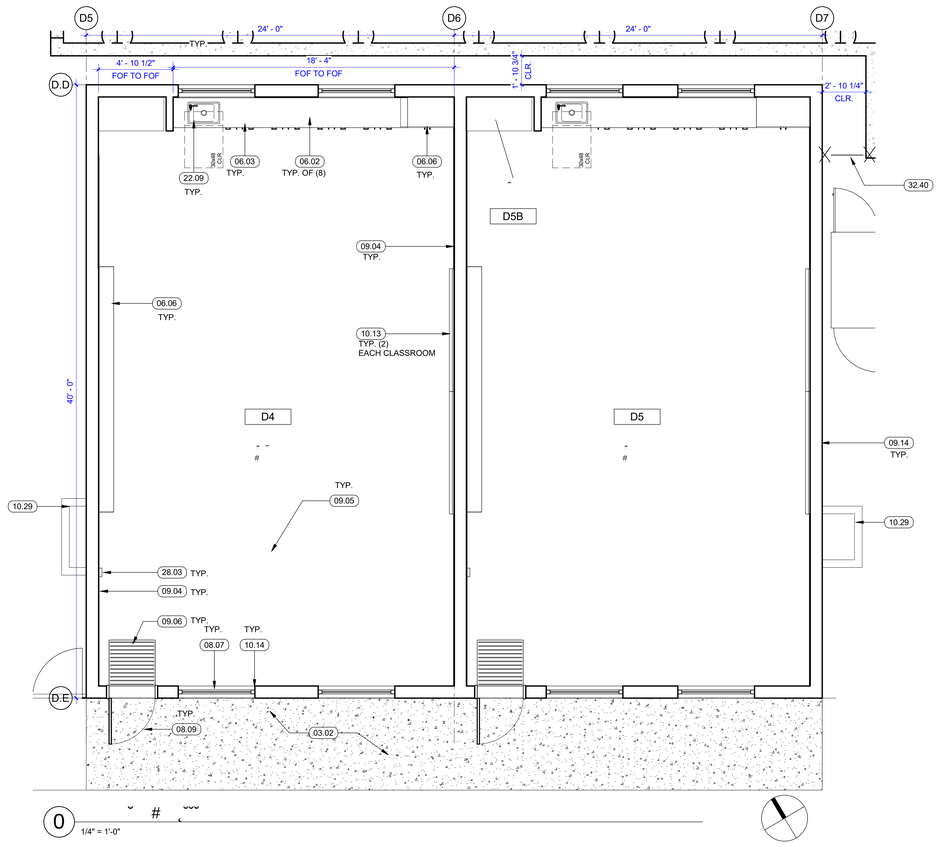
**Response from Eleni Antonelli HIBSER YAMAUCHI ARCHITECTS, INC.** *on Tuesday, Feb 10, 2026 at 03:09 PM PST*

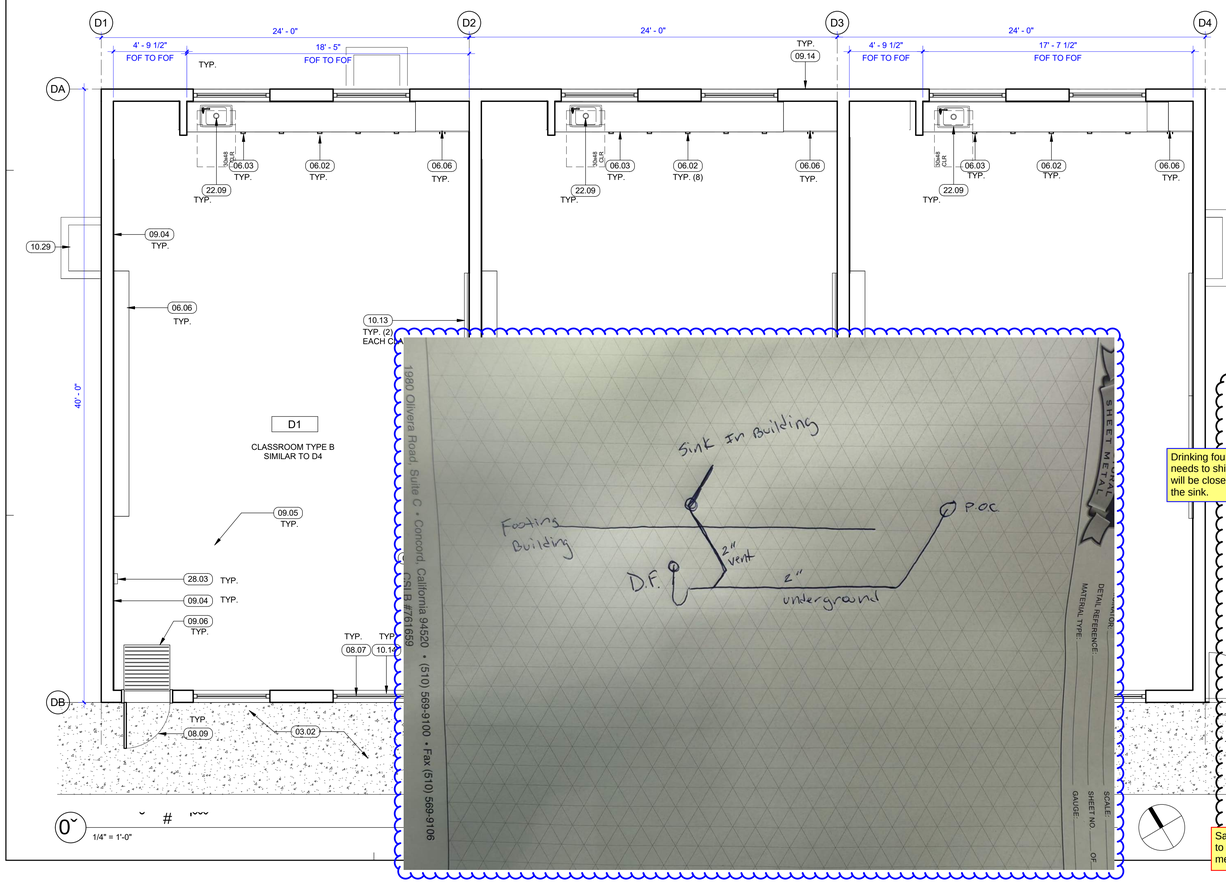
Per discussions with Cahill, the drinking fountain plumbing lines can be connected to the CW and SS lines of Building 8000. The SS line of the drinking fountain being connected to the building's SS line will require a vent to extend 10' above grade. Contractor to confirm size of existing vent for the sink in order to tie into that existing vent.

**Attachments**
5983 Fremont HS-rfi#99-phase2-piping_routing_information_required_for_drinking_fountain_HY RESPONSE.pdf

GRAPHIC SCALES: 1/16" = 1'-0" | 1/8" = 1'-0" | 1/4" = 1'-0" | 1/2" = 1'-0" | 3/4" = 1'-0" | 1" = 1'-0" | 1 1/2" = 1'-0" | 3" = 1'-0"

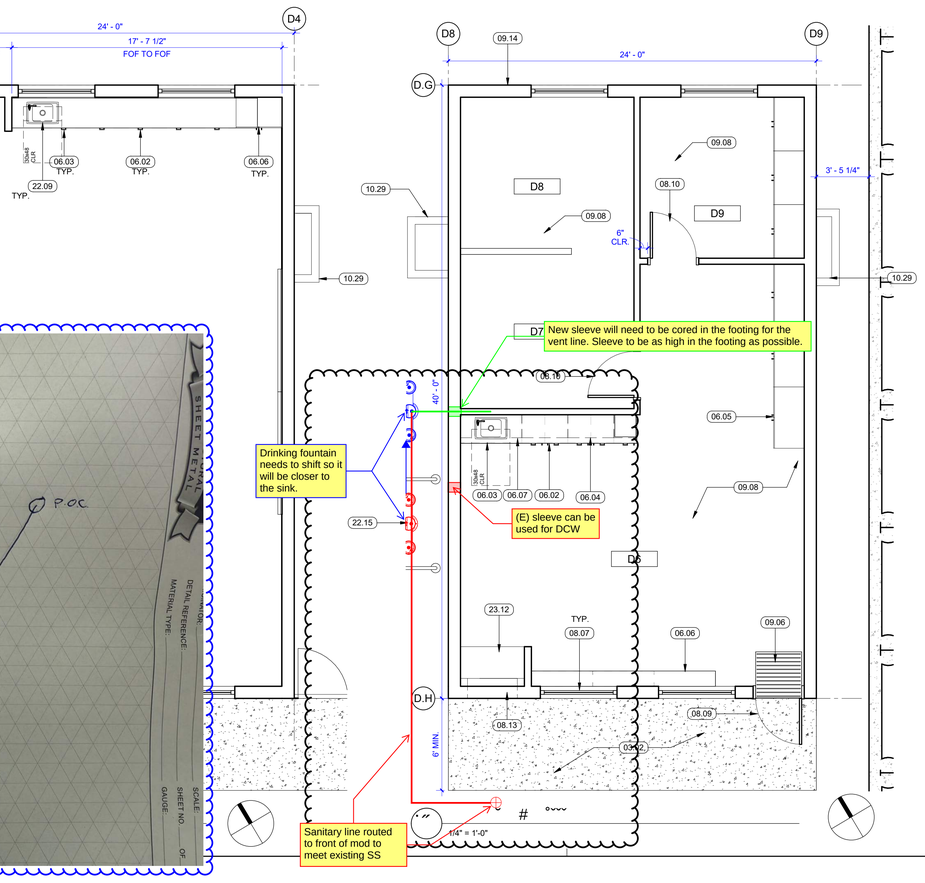
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1. NOTIFY ARCHITECT OF ANY IN THE FIELD DISCREPANCIES PRIOR TO START OF CONSTRUCTION.
2. ALL DIMENSIONS SHALL BE FACE OF STUD, UON. DIMENSIONS NOTED AS "CLR" REFER TO CLEAR DIMENSION FROM FACE OF FINISH.
3. NO DEMOLITION SHALL BEGIN UNTIL PLANS INCLUDING THE DEMOLITION WORK HAVE BEEN APPROVED BY DSA.
4. EXISTING ACCESSIBLE ROUTES TO ALL FACILITIES AND BUILDINGS THAT ARE OPERATIONAL DURING CONSTRUCTION PHASE SHALL REMAIN UNOBSTRUCTED, SAFE AND USABLE BY PERSONS WITH DISABILITIES.
5. PATCH AND REPAIR WALLS THAT ARE EXISTING TO REMAIN AND AFFECTED BY DEMOLITION.
6. SEE MODULAR DRAWINGS FOR ADDITIONAL INFORMATION.
7. PREPARATION OF BUILDING PAD AND INSTALLATION OF SITE UTILITY LINES UP TO 5' MAX. AWAY FROM THE MODULAR BUILDINGS TO BE COMPLETED BY SITE CONTRACTOR PRIOR TO INSTALLATION MODULAR BUILDINGS.
8. MODULAR CONTRACTOR TO INSTALL FOUNDATIONS OF MODULAR BUILDINGS, INSTALL MODULAR BUILDGINS ON SITE, AND PROVIDE UTILITY CONNECTION BOXES FOR INTRUSION AND FIRE ALARM SYSTEMS.
9. CONTRACTOR TO CONNECT UTILITY LINES FROM SITE UTILITY POINTS OF CONNECTION TO BUILDING POINTS OF CONNECTION AFTER INSTALLATION OF MODULAR BUILDINGS ON SITE.
10. CONTRACTOR TO INSTALL EXTERIOR WEATHER-RESISTIVE BARRIER AND EXTERIOR FINISHES, AND PAINT EXTERIOR OF BUILDING.
11. MODULAR CONTRACTOR TO PROVIDE MODULAR BUILDINGS EQUIPPED WITH CASEWORK, EXTERIOR AND INTERIOR OPENINGS, INTERIOR FINISHES, AND MECHANICAL, ELECTRICAL AND PLUMBING SYSTEMS.MODULAR CONTRACTOR IS RESPONSIBLE FOR ON-SITE TOUCH-UP WORK AT INTERIOR.
12. CONTRACTOR IS RESPONSIBLE FOR ON-SITE TOUCH-UP WORK AT EXTERIOR OF MODULAR BUILDINGS AND CONNECTION OF SITE UTILITIES TO MODULAR BUILDINGS.

| | |
|---|---|
| 03.02 | CONCRETE FLATWORK, SCD |
| 06.02 | BASE LAMINATE-CLAD WOOD CABINETS |
| 06.03 | COUNTERTOP WITH SINK, SEE A10.1A IN MODULAR DRAWINGS |
| 06.04 | WALL-HUNG LAMINATE-CLAD WOOD CABINETS |
| 06.05 | TALL LAMINATE-CLAD WOOD CABINET |
| 06.06 | 32" HIGH LAMINATE-CLAD WOOD CASEWORK |
| 06.07 | LAMINATE-CLAD WOOD COUNTERTOP |
| 08.07 | DUAL-PANE WINDOWS, TYP. |
| 08.09 | ACCESSIBLE EXTERIOR FRP DOOR W/ HOLLOW METAL DOOR FRAME AND VISION PANEL. |
| 08.10 | INTERIOR WOOD DOOR WITH HOLLOW METAL DOOR FRAME. |
| 08.13 | MECHANICAL LOUVER BEYOND, SEE MODULAR PC DRAWINGS |
| 09.04 | TACKABLE WALL FINISH, FULL HEIGHT X 60 LF PER CLASSROOM (APPROXIMATELY) |
| 09.05 | RESILIENT FLOOR & RUBBER BASE |
| 09.06 | WALK-OFF MAT |
| 09.08 | CARPET TILE, TYP. AT ADMINISTRATION MODULAR BUILDING D6. |
| 09.14 | INSTALL CEMENT PLASTER SYSTEM WITH WEATHER-RESISTIVE BARRIER AFTER SITE INSTALLATION OF MODULAR BUILDINGS, SEE MODULAR DRAWING SERIES FOR MORE INFORMATION. |
| 10.13 | MARKERBOARD, TYP. |
| 10.14 | WINDOW BLINDS WITH MOTORIZED CONTROLS, TYP. |
| 10.29 | CONCRETE FOUNDATION VENT WELL W/ METAL GRATE, TYP., SEE MODULAR DRAWINGS, SCD |
| 22.09 | ACCESSIBLE CLASSROOM SINK WITH BASE CABINETS. |
| 22.15 | ACCESSIBLE FREE-STANDING HI-LO DRINKING FOUNTAIN, SLD, SCD. |
| 23.12 | MECHANICAL UNIT, SEE PC DRAWINGS |
| 28.03 | CARBON DIOXIDE SENSOR, BATTERY-POWERED, MOUNTED AT 5'6" AFF, TYP. AT ALL (5) CLASSROOMS. MAINTAIN 5' CLEARANCE FROM DOORS AND OPERABLE WINDOWS. |
| 32.40 | 6' HIGH CHAINLINK FENCE WITH NON-CLIMBABLE FABRIC, SLD. |

NOTE: FOR ANY PARTITION THAT IS NOT TAGGED ON THE PLAN, REFER TO ITS CORRESPONDING GRAPHIC IN THIS WALL LEGEND TO DETERMINE ITS TYPE

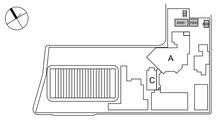
NON- RATED FIRE- RESISTIVE PARTITION (W/ UNPROTECTED OPENINGS) AND/ OR EXTERIOR WALL. SEE MODULAR DRAWINGS

OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

Revisions

| Delta | Date | Revisions | By |
|---|---|---|---|

BID SET




This document is the property of the Owner and is not to be used without his written permission.

HIBSER YAMAUCHI Architects, Inc.
300 – 27th Street
Oakland, CA 94612
510.446.2222 tel | 510.446.2211 fax

HY Architects Project number: 5983

Facility

FREMONT HIGH SCHOOL
4610 FOOTHILL BLVD, OAKLAND CA, 94601

Project

MODULAR BUILDINGS

Sheet Title

NEW FLOOR PLANS - MODULAR BLDGS 6000, 7000 & 8000

Client Project Number: #13158

| | |
|---|---|
| Scale: | 1/4" = 1'-0" |
| Drawn By: | EA |
| Checked By: | EA |
| Issue Date: | 11/8/2024 |
| Revit Version: | 2023 |

Sheet 14 of 194

11/18/2024 4:54:05 PM C:\Revit_Locals\5983_Fremont HS_Mod_Central_R23_Temp_eantonetti3LMZO.rvt

Expire 6/28/26

CAHILL

Job # 0583-01 OUSD Fremont High School

**CHANGE ORDER LABOR RATES PER DIR WEBSITE PREVAILING WAGE DETERMINATION**

Please provide labor rates per Exhibit E of the subcontract. Provide additional pages for additional trades.

| | |
|---|---|
| **CONTRACTOR'S NAME:** | D-Line Constructors, Inc. ✓ |
| **TRADE:** | Laborers ✓ |

| | | JM REG | JM 1.5OT | JM 2OT | FM REG | FM 1.5 OT |
|---|---|---|---|---|---|---|
| A | **Basic Hourly Rate** | ~~41.90~~ 38.90 | ~~62.85~~ 58.35 | ~~83.80~~ 77.40 | ~~40.85~~ 42.79 | ~~73.27~~ 64.89 |
| B | **Vacation & Holiday** * | 3.91 ✓ | 3.91 ✓ | 3.91 ✓ | 3.91 ✓ | 3.91 ✓ |
| C | **Taxable rate** (A + B) | ~~45.81~~ 42.81 | ~~66.76~~ 62.26 | ~~87.71~~ 81.71 | ~~52.76~~ 46.70 | ~~77.18~~ 68.10 |
| D | **Fringes** (Health & Welfare, Pension, Training) * 27.25 | 31.16 ✓ | 31.16 27.35 | 31.16 27.35 | 31.16 27.35 ✓ | 31.16 27.35 |
| E | **Labor Burden / Payroll Taxes** *Only applied to "C" & total cannot exceed 25% OF "C" (SSI, Medicare, FUTA, SUI, Training tax, Workers Comp) | 10.70 ~~8.25~~ | 15.57 ~~12.02~~ | 20.43 ~~15.79~~ | 11.68 ~~9.49~~ | 16.05 ~~13.19~~ |
| F | **TOTAL LABOR RATE** (C + D +E) | ~~85.22~~ 80.76 | ~~109.94~~ 105.08 | ~~134.66~~ 129.39 | ~~93.41~~ 85.63 | ~~121.53~~ 112.37 |

**10% change order markup should not be included here.

Reviewed 11/13/25 EEV

425 California Street, Suite 2200; San Francisco, CA 94104
P (415) 986-0600 F (415) 986-6604

1111 Broadway, Suite 1340; Oakland, CA 94607
P (510) 250-8500 F (415) 986-6604

Expire 06/30/2026

CAHILL

Job # 0583-01 OUSD Fremont High School

**CHANGE ORDER LABOR RATES PER DIR WEBSITE PREVAILING WAGE DETERMINATION**

Please provide labor rates per Exhibit E of the subcontract. Provide additional pages for additional trades.

**CONTRACTOR'S NAME:** D-Line Constructors, Inc.

**TRADE:** Operating Engineers

| | | JM REG | JM 1.5OT | JM 2OT | FM REG | FM 1.5 OT |
|---|---|---|---|---|---|---|
| A | **Basic Hourly Rate** | ~~62.69~~ ~~69.96~~ | ~~94.04~~ 104.94 | ~~125.38~~ 139.92 | ~~68.96~~ 75.96 | ~~103.44~~ 113.94 |
| B | **Vacation & Holiday** * | 6.10 ✓ | 6.10 ✓ | 6.10 ✓ | 6.10 ✓ | 6.10 ✓ |
| C | **Taxable rate** (A + B) | ~~66.79~~ ~~76.06~~ | ~~100.14~~ 110.04 | ~~131.48~~ 146.02 | ~~75.06~~ 82.06 | ~~109.54~~ 120.04 |
| D | **Fringes** (Health & Welfare, Pension, Training) * | ~~28.59~~ 34.69 | ~~28.59~~ 34.69 | ~~28.59~~ 34.69 | ~~28.59~~ 34.69 | ~~28.59~~ 34.69 |
| E | **Labor Burden / Payroll Taxes** *Only applied to "C" & total cannot exceed 25% OF "C" (SSI, Medicare, FUTA, SUI, Training tax, Workers Comp) | 17.20 ~~13.69~~ | 25.03 ~~19.81~~ | 32.87 ~~26.28~~ | 18.76 ~~14.77~~ | 27.38 ~~21.61~~ |
| F | **TOTAL LABOR RATE** (C + D +E) | ~~124.44~~ 114.58 | 164.54 153.76 | 206.99 192.94 | 131.52 122.41 | 176.34 165.51 |

**10% change order markup should not be included here.

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P (415) 986-0600 F (415) 986-6604

1111 Broadway, Suite 1340; Oakland, CA 94607
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Reviewed 11/13/25 EL

OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

# DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM

## Project Information

| | | | |
|---|---|---|---|
| **Project Name** | Fremont High School Modernization Project | **Site** | 302 |

**Services cannot be provided until the contract is awarded by the Board or is entered by the Superintendent pursuant to authority delegated by the Board.**

| | |
|---|---|
| Attachment Checklist | x Proof of general liability insurance, including certificates and endorsements, if contract is over $15,000<br>x Workers compensation insurance certification, unless vendor is a sole provider |

## Contractor Information

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| Contractor Name | Cahill Contractors, LLC | Agency's Contact | Arash Baradaran | | | | | |
| OUSD Vendor ID # | 009054 | Title | Owner | | | | | |
| Street Address | 1111 Broadway, Suite 1340 | City | Oakland | State | CA | Zip | 94607 | |
| Telephone | 510-250-8501 | Policy Expires | | | | | | |
| Contractor History | Previously been an OUSD contractor? ☒ Yes ☐ No | Worked as an OUSD employee? ☐ Yes ☒ No | | | | | | |
| OUSD Project # | 22156 | | | | | | | |

## Term of Original/Amended Contract

| | | | |
|---|---|---|---|
| Date Work Will Begin (i.e., effective date of contract) | 06-06-2024 | Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date) | 06-30-2026 |
| | | New Date of Contract End (If Any) | |

## Compensation/Revised Compensation

| | | | |
|---|---|---|---|
| If New Contract, Total Contract Price (Lump Sum) | $ | If New Contract, Total Contract Price (Not To Exceed) | $ |
| Pay Rate Per Hour (If Hourly) | $ | If Amendment, Change in Price | $277,041.24 |
| 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 |
|---|---|---|---|---|
| **9450/9921** | **Fund 21, Measure J** | **210-9450-0-9921-8500-6271-302-9180-9905-9999-2156** | **6271** | **$277,041.24** |

## 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.** | **Executive Director, Facilities** | | | |
| | **Signature** Sele Nadel-Hayes (May 28, 2026 17:02:22 PDT) | Date Approved | May 28, 2026 | |
| **2.** | **General Counsel, of Facilities** | | | |
| | **Signature** James Traber | Date Approved | 5/28/2026 | |
| **3.** | **Chief Systems & Services Officer** | | | |
| | **Signature** Preston Thomas (May 28, 2026 20:14:05 PDT) | Date Approved | May 28, 2026 | |
| **4.** | **Chief Financial Officer** | | | |
| | **Signature** | Date Approved | | |
| **5.** | **President, Board of Education** | | | |
| | **Signature** | Date Approved | | |



**THIS FORM IS NOT A CONTRACT**

| Board Office Use: **Legislative File Info.** | |
|---|---|
| File ID Number | 25-2912 |
| Introduction Date | 1-14-2026 |
| Enactment Number | 26-0092 |
| Enactment Date | 1/14/2026 CJH |

# Memo

**To** Board of Education

**From** Denise Gail Saddler, Ed.D., Interim Superintendent
Preston Thomas, Chief Systems & Services Officer
Pranita Ranbhise, Executive Director, Facilities

**Board Meeting Date** January 14, 2026

**Subject** Change Order No. 1, Lease-Leaseback Contract – Cahill Contractors LLC– Fremont High School Modernization Project– Division of Facilities Planning and Management

**Action Requested** Approval by the Board of Education of Change Order No. 1, Lease-Leaseback Contract by and between the **District** and **Cahill Contractors LLC**, Oakland, CA, for the latter to provide additional Phase II scope, which includes drilled pier modifications, upsized steel beams, added welded studs, increased pier diameters, and revised concrete mix and pour sequencing, as identified in PCO No.1 for the **Fremont High School Modernization Project**, in an additional amount of **$557,442.47**, increasing the Agreement's total not-to-exceed amount from **$10,922,885.00**, to **$11,480,327.47**. All other terms and conditions of the Agreement remain in full force and effect.

**Discussion** This Change Order is for additional construction services for Phase II of the project.

**LBP (Local Business Participation Percentage)** 61.70%

**Recommendation** Approval by the Board of Education of Change Order No. 1, Lease-Leaseback Contract by and between the District and Cahill Contractors LLC, Oakland, CA, for the latter to provide additional Phase II scope, which includes drilled pier modifications, upsized steel beams, added welded studs, increased pier diameters, and revised concrete mix and pour sequencing, as identified in PCO No.1 for the Fremont High School Modernization Project, in an additional amount of $557,442.47, increasing the Agreement's total not-to-exceed amount from $10,922,885.00, to $11,480,327.47. All other terms and conditions of the Agreement remain in full force and effect. All other terms and conditions of the Agreement remain in full force and effect.

**Fiscal Impact** Fund 21 Building Fund, Measure J

**Attachments**

- Change Order No. 1 and Other Documents
- Routing Form
- File ID's: 25-1248 & 24-1123

# LOCAL BUSINESS PARTICIPATION WORKSHEET - LBU Modification / Amendment

☐ LBU Not Impacted
(LBU Compliance Verification Only)

PRIME:

Project: OUSD Fremont High School

Project #: 0583-01

Project Manager: Megan McDevitt

Date: 11/25/25

Original Contract Amount (Base Bid): $ 10,722,885.00

Originally Proposed LBU %: 63 %

**Amendment/Change Order No.:** 1

Total Contract Amount (Amended Contract, to Date): $ 11,280,327.47

Proposed LBU % 61.68 %

| Small, Local Business Enterprise(s)/ Small Emerging, Local Business Enterprise(s): | Total Dollar Amount of Work | LBE % | SLBE% | SLBRE% | Certification Type & No. |
|---|---|---|---|---|---|
| **PRIME Company:** CAHILL CONTRACTORS LLC.<br>Address: 1111 BROADWAY, SUITE 1340<br>City/State: OAKLAND, CA<br>Phone: 415-986-0600 | $ 2,215,929.00 | 19.60 % | % | % | Oakland LBE |
| | | | | | |
| **Company:** FOCON INC.<br>Address: 1305 Franklin St St 301<br>City/State: Oakland CA<br>Phone: | $ 1,784,955.00 | % | 15.80 % | % | Alameda County Small SLEB - 23-00112 |
| | | | | | |
| **Company:** LIGHTFRAME CONSTRUCTION<br>Address: 222 Moss Ave Ste 108<br>City/State: Oakland CA<br>Phone: | $ 1,472,632.00 | % | 13.10 % | % | Oakland SLBE |
| | | | | | |
| **Company:** NORTH AMERICAN FENCE CO.<br>Address: 515 23rd Ave<br>City/State: Oakland CA<br>Phone: | $ 280,640.00 | % | 2.50 % | % | LBE Certified #5389 SLBE Alameda County #13-00060 |
| | | | | | |
| **Company:** TULUM<br>Address: 3101 HYDE STREET,<br>City/State: Oakland CA<br>Phone: | $ 1,115,010.00 | 9.90 % | % | % | Oakland SLBE; Alameda Co. SLEB - 18-00023; State of CA Micro SBE |
| | | | | | |
| **Company:** BRITE PAINTING<br>Address: 3756 Grand Ave Suite # 305<br>City/State: Oakland CA<br>Phone: | $ 88,413.00 | % | 0.80 % | % | Oakland SLBE; State of CA Micro SBE |
| | $ 6,957,579.00 | 29.50 % | 32.20 % | 0.00 % | 61.70 % |

Sherrell H. Gibbs 12/02/25

**APPROVAL- LBU Compliance Officer**

Note: Local Business Participation documentation must be approved and included in contract amendment documentation, where LBU is impacted.

# CHANGE ORDER

| | |
|---|---|
| Owner: | Oakland Unified School District |
| Project: | Fremont Modernization |
| School: | Fremont High School |
| Contractor: | Cahill Contractors, LLC |
| Change Order No.: | 1 |
| Date: | November 4, 2025 |
| DSA File No.: | 1-H8 |
| DSA Application No.: | 01-121860 |
| OUSD Project#: | 22156 |
| Project Manager: | JaQuan Cornish |

**IF NOT PREVIOUSLY DIRECTED, THE CONTRACTOR IS HEREBY DIRECTED TO PERFORM THE WORK REQUIRED BY THIS CHANGE ORDER AND ITS ATTACHMENTS, INCLUDING BUT NOT LIMITED TO THE SUMMARY, THE RELEVANT CORs OR PCOs, AND THE BACKUP DOCUMENTATION FOR THE CORs ANDPCOs.**

DESCRIPTION OF AGREED CHANGES IN WORK OR CONTRACT (refer to attached pages or incorporated documents, if necessary):
PCO 1 (Cahill PCO 7) Phase II: DSA Approved Plan Set Part 2 - Piers and General Conditions

TOTAL ADJUSTMENT TO CONTRACT PRICE BY THIS CHANGE ORDER: $557,442.47

TOTAL ADJUSTMENT TO CONTRACT TIME BY THIS CHANGE ORDER: Qcalendar days

c. Director Initials

SUMMARY OF ADJUSTMENTS TO CONTRACT PRICE:

| | | |
|---|---|---|
| Original Contract Price (include all special and contingency allowances): | | $10,922,885.00 |
| Prior Change Orders: | + | $0.00 |
| Total Contract Price Prior to this Change Order | = | $10,922,885.00 |
| This Change Order's Adjustment: | + | $557,442.47 |
| Adjusted Contract Price (include all special and contingency allowances): | = | $11,480,327.47 |

| | |
|---|---|
| Current Change Order's Percentage of Original Contract Price: | 5.10% |
| Total Change Orders' Percentage of Original Contract Price: | 5.10% |

**NOTE:** Any unspent allowance amounts (including any contingency allowance) shall be retained by the Owner at the end of the Contract. To process an allowance expenditure, use the Allowance Expenditure Directive form, which requires signatures of Contractor and Owner, but does not require Board approval.

SUMMARY OF ADJUSTMENTS TO TIME FOR COMPLETION:

| | | |
|---|---|---|
| Original contract time: | | 645 Calendar Days |
| Prior change order adjustments to contract time: | + | 0 Calendar Days |
| This change order's adjustment to contract time: | + | 0 Calendar Days |
| Adjusted contract time: | = | 645 Calendar Days |

| | |
|---|---|
| Start Date per Notice to Proceed: | June 5, 2025 |
| Completion Deadline Based on Adjusted Contract Time: | June 30, 2026 |

Docusign Envelope ID: 68E4226E-FE9C-4ABE-9B78-916D7456C6BB



**The compensation (time and cost) set forth in this change order comprises the total compensation due the Contractor for the change defined in the change order, including extra work and impact on unchanged work. Acceptance of this change order by Contractor constitutes a full and complete accord and satisfaction of any and all claims by Contractor arising out of or relating to the work and issues covered by the change order, including but not limited to claims for the following: Costs to perform the work; contract balance; contract retention; time; extended field, home office, and other overhead; acceleration, impact, disruption, and delay damages; any and all direct and indirect costs; claims by subcontractors and suppliers; and any and all other requests to the Owner for time or money, from any source and under any legal theory whatsoever, as to the subject of this change order. No signature under protest or accompanied by reservation of rights or protest language, or any other attempts to avoid such waiver shall be of any force or effect whatsoever. No additions or deletions to this change order shall be allowed, except with the written and signed approval of the Owner. No language contained in backup material to any change order shall constitute a waiver of anything in this paragraph or the next paragraph, and such backup material shall be interpreted as though such language does not exist.**

This Change Order is hereby agreed to, accepted, and approved, and will be binding and enforceable upon signature by Contractor and approval by the Owner's governing body.

| **Approved:**<br>**Architect of Record** | **Approved and Agreed:**<br>**General Contractor** | **Approved and Agreed:** |
|---|---|---|
| **Print Name:**<br>Eleni Antonelli | **Print Name:**<br>Megan McDevitt | **Chief of Systems & Services Officer** |
| **Signature:**<br>Eleni Antonelli<br>**Date:** 11/6/2025 | **Signature:**<br>Megan McDevitt<br>**Date:** 11/5/2025 | Date: 11/12/25 |
| **Approved as to Form:**<br>James Traber<br>**OUSD Facilities Counsel**<br>**Date:** 12/9/2025 | | |

Name: Jennifer Brouhard
Title: President, Board of Education

Sign: Date: 1/15/2026

Name: Denise G. Saddler, Ph.D.
Title: Interim Superintendent and Interim Secretary, Board of Education

Sign: Date: 1/15/2026

# CHANGE ORDER REQUEST (Proposed Change Order)

## No. 1

**PROJECT:** Fremont Modernization Project
Fremont High School

**OWNER:** OAKLAND UNIFIED SCHOOL DISTRICT
**CONTRACTOR:** **CAHILL CONTRACTORS, LLC**
**1111 Broadway, Suite 1340**
**Oakland, CA 94607**

**DATE:** NOVEMBER 3, 2025

**DSA FILE NO.:** 1-H8
**DSA APP NO.:** **01-121860**
**OUSD PROJECT #: 22156**
**PROJECT MANAGER: JaQuan Cornish**

Contractor hereby submits this Change Order Request ("COR") pursuant to the contract documents.

DESCRIPTION OF PROPOSED CHANGES IN WORK (specifically refer to attached pages or incorporated documents): **PCO 1 (Cahill PCO 7) Phase II: DSA Approved Plan Set Part 2 – Piers and General Conditions.** Per DSA approved plans for Phase II, scope has been added to the drilled piers from the original bid documents. Due to delay of DSA approval, added general conditions for 65 calendar days. This does not extend the end date of the contract.

OTHER PROPOSED CHANGES TO THE CONTRACT:

_____

_____

PROPOSED ADJUSTMENT TO CONTRACT PRICE: $557,442.47
- If Contractor requests payment from an allowance, please indicate which allowance: _____

PROPOSED ADJUSTMENT TO CONTRACT TIME: 0 calendar days

REASON FOR REQUEST (check one or more):

____ Unforeseen Conditions
__X__ Direction by Government Agency
____ Owner Requested
____ Design Omission
____ Design Error
____ Other: _____

**********

**CERTIFICATION**

I, MEGAN MCDEVITT *[name of declarant]*, declare the following:

**Cahill Contractors, LLC** has contracted with **Oakland Unified School District** for the **22156 Fremont Modernization** Contract ("Contract"). **Cahill Contractors, LLC** authorized me to prepare the attached Change Order Request ("COR") or Allowance Expenditure Request ("AER") for money and/or time extension for **Oakland Unified School District** regarding this Contract (such COR or AER being dated **November 3, 2025**, and entitled **PCO 1 (Cahill PCO 7) Phase II: DSA Approved Plan Set Part 2 – Piers and General Conditions**, and requesting $**557,442.47** and/or **0** additional days), and I prepared the attached COR or AER. I am the most knowledgeable person at **Cahill Contractors, LLC** regarding this COR or AER.

The attached COR or AER complies with all laws applicable to submission of a COR or AER, including but not limited to California Penal Code section 72, Government Code sections 12650 et seq. (False Claims Act), and Business and Professions Code sections 17200 et seq. (Unfair Business Practices Act). I am aware that submission or certification of false claims, or other claims that violate law or the Contract, may lead to fines, imprisonment, and/or other serious legal consequences for myself or **Cahill Contractors, LLC**.

The attached COR or AER does not breach the Contract, is not a false claim, does not violate any applicable law, satisfies all provisions of the Contract applicable to submission of the COR or AER, only contains truthful and accurate supporting data, and only requests money and/or time extensions that accurately reflect the adjustments to money and time for which I believe that **Oakland Unified School District** is responsible under its Contract with **Cahill Contractors, LLC.**

While preparing this declaration and COR or AER, I consulted with others (including attorneys, consultants, or others who work for **Cahill Contractors, LLC** when necessary to ensure that the statements were true and correct.

Contractor understands and agrees that any COR or AER submitted without this certification does not meet the terms of the Contract Documents; that Owner, or Owner's representatives, may reject the COR or AER on that basis; and that unless Contractor **properly** and timely files the COR or AER with the certification, Contractor cannot further pursue the COR or AER in any forum and all rights to additional money or time for the issues covered by the COR or AER are waived due to a condition precedent not having been satisfied.

I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed Nov 5, 2025, at Oakland, California.

*[signature]*

MEGAN MCDEVITT *[name of declarant]*

319-661/7106498.1

# Fremont Modernization

Oakland Unified School District
Job # 22156

## CO LOG

11/4/2025 9:46 AM

| CO # | PCO # | Description | Cont'r /Sub | Date Received | Proposed Amount | Approved Amount | Date Finalized | Status |
|---|---|---|---|---|---|---|---|---|
| 1 | 1 | Phase II: DSA Approved Plan Set Part 2 - Piers & GCs | Cahill / Azul | 09/09/25 | $635,329.43 | $557,442.47 | | for Approval |
| | | | | | | | | |
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Preconstruction Contract Price: $200,000.00
Total Contract Price: $10,922,885.00
Total Proposed: $635,329.43
Total Approved: $557,442.47
Total Contract with Approved Changes: $11,480,327.47
CO Percentage of Base Contract: 5.10%

Notes:
*Sent to Consultants: C=Civil/ S=Struct./M=Mech./E=Elec./ L=Lands./D=District/SC=SchooF=Fire/R=Roofing
**Email is standard. F = Faxed
***Remarks: UC - Unforeseen Condition / DRC - District Requested Change / AC - Agency Change

# Fremont Modernization

Oakland Unified School District
Job # 22156

## CHANGE ORDER #1 LOG

11/4/2025 9:46 AM

| PCO # | GC PCO # | Description | Cont'r /Sub | Date Received | Proposed Amount | Approved Amount | Date Finalized | Status |
|---|---|---|---|---|---|---|---|---|
| 1 | 7 | Phase II: DSA Approved Plan Set Part 2 - Piers & GCs | Cahill / Azul | 09/09/25 | $635,329.43 | $557,442.47 | | for Approval |
| | | | | | | | | |
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Preconstruction Contract Price: $200,000.00
Total Contract Price: $10,922,885.00
Total Proposed: $635,329.43
Total Approved: $557,442.47
Total Previously Approved Change Orders: $0.00
Total Contract with Approved Changes: $11,480,327.47
CO Percentage of Base Contract: 5.10%

Notes:
*Sent to Consultants: C=Civil/ S=Struct./M=Mech./E=Elec./ L=Lands./D=District/SC=SchooF=Fire/R=Roofing
**Email is standard. F = Faxed
***Remarks: UC - Unforeseen Condition / DRC - District Requested Change / AC - Agency Change

# Fremont Modernization

Oakland Unified School District
Job # 22156

## PCO LOG

11/4/2025 9:29 AM

| PCO # | GC PCO # | Description | Cont'r /Sub | Date Received | Proposed Amount | Approved Amount | Date Finalized | Status |
|---|---|---|---|---|---|---|---|---|
| 1 | 7 | Phase II: DSA Approved Plan Set Part 2 - Piers & GCs | Cahill / Azul | 09/09/25 | $629,992.00 | $557,442.47 | | for Approval |
| 2 | 10 | Phase I: Soil Compaction Issues at Parking Lot | D-Line | 09/25/25 | $182,658.88 | | | in draft |
| | | | | | | | | |
| | | | | | | | | |
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Preconstruction Contract Price: $200,000.00
Total Contract Price: $10,922,885.00
Total Proposed: $812,650.88
Total Approved: $557,442.47
Total Contract with Approved Changes: $11,480,327.47
CO Percentage of Base Contract: 5.10%

Notes:
*Sent to Consultants: C=Civil/ S=Struct./M=Mech./E=Elec./ L=Lands./D=District/SC=SchooF=Fire/R=Roofing
**Email is standard. F = Faxed
***Remarks: UC - Unforeseen Condition / DRC - District Requested Change / AC - Agency Change

**OAKLAND UNIFIED SCHOOL DISTRICT**
**FREMONT HIGH SCHOOL -BUILDING A MODERNIZATION & NEW PARKING LOT**
**PROJ # 22156**
**PCO#007 REVISIONS TO DRILLED PIERS PER DSA DRAWINGS & ADDED GENERAL**
**REVISION 2 CONDITIONS DUE TO PROJECT DELAYS**

**To:** **JQ CORNISH - CM**
**From:** **Emil Vinuya, PE /Chief Cost Estimator**
**Date:** **27-Oct-25**

**General Comments:**

**1 GENERAL CONTRACTOR: CAHILL**

Cahill's General Conditions/General Requirements for additional 2 months duration appears reasonable.

**2 FIRST TIER SUBCONTRACTOR - AZUL WORKS INC.**

Hourly Labor Rates used by Azul adjusted based on District Recommendations.

Credit provided based on Original Bid Quotes.

| | | |
|---|---|---|
| 3 | **GENERAL CONTRACTOR's COST PROPOSAL** | **$ 557,442** |
| | **ESTIMATED CONSTRUCTION COST OF PCO#007 REV 2** | **$ 557,442** |

Project Name: **OAKLAND UNIFIED SCHOOL DISTRICT** **Project Number:** 22156

**PCO#007 REVISI FREMONT HIGH SCHOOL -BUILDING A MODERNIZATION & NEW** **Date:** 27-Oct-25

**Oakland, CA**

**Decription :** **PCO#007 REVISION 2**

**REVISIONS TO DRILLED PIERS PER DSA DRAWINGS & ADDED GENERAL CONDITIONS**

**###** **DUE TO PROJECT DELAYS**

**Reference Drawing:** **CE#022 dated 09/02/2025**

**GEN. CONTRACTOR:** **CAHILL**

| | Total Base Labor Costs | Total Fringes | B) Total Material Costs | C) Total Rental Equipment Cost | Total Labor Burden | TOTAL |
|---|---|---|---|---|---|---|
| 1 | SHEET 1 of 2 | Summary | | | | |
| 2 | SHEET 2 of 2 | $ 150,924.50 | $ 3,200.00 | $ 4,050.00 | | $ 158,174.50 |
| 3 | | | | | | |
| 4 | | | | | | |
| 5 | | 557 # | | | | |
| 6 | Totals | $ 150,924.50 | + $ 3,200.00 | + $ 4,050.00 | + $ - | = $ 158,174.50 |
| 7 | ESTIMATED CONSTRUCTION COST OF PCO#007 REV 2 | | | | | |
| 8 | | **Expenses:** | | | | |
| 9 | | Material Sales Tax..... | | 10.25% ..... of Total Material: | | Incl. |
| 10 | | Rental Sales Tax..... | | 10.25% ..... of Total Rental: | | Incl. |
| 11 | | | | **Subtotal - Line 7 thru 11:** | | **$ 158,175** |
| 12 | | | | | | |
| 13 | | | General Contractor OH&P: | 0.00% ..... | Total | $ - |
| 14 | | | | | | |
| 15 | | | | **Subtotal - Line 12 thru 18:** | | **$ 158,175.00** |
| 16 | | | | | | |
| 17 | | | | | **Subcontracor Cost - AZUL** | **$ 357,514.00** |
| 18 | | | | | **TOTAL SUBCONTRACTOR'S COST** | **$ 357,514.00** |
| 19 | | | | | **Subtotal** | **$ 515,689.00** |
| 20 | | | | | Insurance 1.35% | $ 6,961.80 |
| 21 | | | | | Builder's Risk 1.40% | $ 7,219.65 |
| 22 | | | | | SDI 0.50% | $ 1,787.57 |
| 23 | | | | | Bond 0.62% | $ 3,197.27 |
| 24 | | | | | Oakland GRT 0.38% | $ 1,959.62 |
| 25 | | | | | Fee 4.00% | $ 20,627.56 |
| 26 | | | | **TOTAL PROBABLE CONSTRUCTION COST FOR CAHILL** | | **$ 557,442.47** |

' REVISION 2

| FREMONT HIGH SCHOOL -BUILDING A MODERNIZATION & NEW PARKING LOT | | | | | | | | | | | Date: 10/27/2025 |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | LABOR COST | | | MATERIAL COST | | EQUIPMENT COST | |
| No. | PCO#007 REVISION 2 | No. of Units | Per | M.H. Per Unit | M. H. Total | Cost Per M. H. | Total Cost | Unit Cost | Total Cost | Unit Cost | Total Cost |
| GE | 10/23/2025 | CAHILL | | | | | | | | | |
| | Project Description: | REVISIONS TO DRILLED PIERS PER DSA DRAWINGS & ADDED GENERAL CONDITIONS DUE TO PROJECT DELAYS | | | | | | | | | |
| 1 | **SCOPE OF WORK:** | | | | | | | | | | |
| 2 | **Site Supervision** | | | | | | | | | | |
| 3 | Site Superintendent | 1 | EA | 360.000 | 360.00 | $ 188.37 | $ 67,813 | | | | |
| | Service Truck | 1 | EA | 9.000 | 9.00 | $ - | $ - | | | $ 250.0 | $ 2,250.0 |
| 4 | Asst. Supperintendent | 1 | EA | 180.000 | 180.00 | $ 163.25 | $ 29,385 | | | | |
| 5 | Service Truck | 1 | EA | 9.000 | 9.00 | $ - | $ - | | | $ 200.0 | $ 1,800.0 |
| 6 | | | | | | | | | | | |
| 7 | **Project Management** | | | | | | | | | | |
| 8 | Sr. Project Manager | 1 | EA | 160.000 | 160.00 | $ 216.50 | $ 34,640 | | | | |
| 9 | Project Engineer | 1 | EA | 160.000 | 160.00 | $ 113.66 | $ 18,186 | | | | |
| 10 | Safety Program | 1 | EA | 0.000 | 0.00 | $ - | $ 900 | | | | |
| 11 | | | | | | | | | | | |
| 12 | ESTIMATED CONSTRUCTION COST OF PCO#007 REV 2 | | | | | | | | | | |
| 13 | | | | | | | | | | | |
| 14 | **Field Offices** | | | | | | | | | | |
| 15 | Telephone & Mobile | 2 | Mos | | | | | $ 450.00 | $ 900.00 | | |
| 16 | Drinking Water | 2 | Mos | | | | | $ 150.00 | $ 300.00 | | |
| 17 | Office Supplies | 2 | Mos | | | | | $ 150.00 | $ 300.00 | | |
| 18 | Copier/Printer - Incl. Ink & Paper | 2 | Mos | | | | | $ 350.00 | $ 700.00 | | |
| 19 | Miscellaneous Items | 1 | LS | | | | | $ 1,000 | $ 1,000.00 | | |
| 20 | | | | | | | | | | | |
| 21 | **LABOR BREAKDOWN:** | | | | | | | | | | |
| 22 | **BASE RATES:** | | | | | | | | | | |
| 23 | See above breakdown | | | | | | | | | | |
| 24 | | | | | | | | | | | |
| 25 | | | | | | | | | | | |
| 26 | | | | | | | | | | | |
| 27 | | | | | | | | | | | |
| 28 | **EQUIPMENT BREAKDOWN** | | | | | | | | | | |
| 29 | Not Used | | | 0.00 | 0.00 | | | | | $ - | $ - |
| 30 | | | | | | | | | | | |
| 31 | | | | | | | | | | | |
| 32 | | | | | | | | | | | |
| 33 | | | | | | | | | | | |
| 34 | | | | | | | | | | | |
| 35 | | | | | | | | | | | |
| 36 | | | | | | | | | | | |
| 37 | **SHEET TOTALS** | | | | | | **$ 150,925** | | **$ 3,200.00** | | **$ 4,050** |

Project Name: **OAKLAND UNIFIED SCHOOL DISTRICT** Project Number: 22156

**PCO#007 REVISIOI FREMONT HIGH SCHOOL -BUILDING A MODERNIZATION & NEW** Date: 27-Oct-25

**Oakland, CA**

**Decription :** **PCO#007 REVISION 2**

**REVISIONS TO DRILLED PIERS PER DSA DRAWINGS & ADDED GENERAL CONDITIONS**

**###** **DUE TO PROJECT DELAYS**

**DRILLED PIERS**

**Reference Drawing:** **CE#022 dated 09/02/2025**

**SUBCONTRACTOR:** **AZUL WORKS**

| | Total Base Labor Costs | B) Total Material Costs | C) Total Rental Equipment Cost | | TOTAL |
|---|---|---|---|---|---|
| 1 | SHEET 1 of 2 | | | | |
| 2 | SHEET 2 of 2 | | | | |
| 3 | $ 197,961 | $ 260,087.98 | $ 182,189.69 | | $ 640,238.75 |
| 4 | | | | | |
| 5 | 557 | # | | | |
| 6 | Totals $ 197,961 | + $ 260,087.98 | + $ 182,189.69 | = | $ 640,238.75 |
| 7 | ESTIMATED CONSTRUCTION COST OF PCO#007 REV 2 | | | | |
| 8 | **Expenses:** | | | | |
| 9 | Material Sales Tax ..... | 9.25% ..... of Total Material: | | | Incl. |
| 10 | Rental Sales Tax..... | 9.25% ..... of Total Rental: | | | Incl. |
| 11 | | | | | |
| 12 | | **Subtotal - Line 7 thru 14:** | | **$** | **640,238.75** |
| 13 | | | | | |
| 14 | | **NET ADD** | | **$** | **640,238.75** |
| 15 | Subcontractor's OH&P: | 10.00% .....of Total Labor | | $ | 64,023.88 |
| 16 | | | | | |
| 17 | | **Subtotal - Line 15 thru 19:** | | **$** | **704,263.63** |
| 18 | | | | | |
| 19 | | **Subcontracor Cost - None** | | **$** | - |
| 20 | | | | | |
| 21 | Subcontractor's Mark-ups on Subcontractors: | 15.00% of Total Sub: | | $ | - |
| 22 | | | | | |
| 23 | | **Subtotal - Line 20 thru 23:** | | $ | 704,263.63 |
| 24 | **CREDIT FOR DRILLED PIERS PER SCHEDULE OF VALUES** | | | $ | (346,750.00) |
| 25 | Misc Expenses: Travel, Lodging, Food, Rental, etc..... | | | $ | - |
| 26 | General Contractor's Bond& Ins.: | 0.00% ..... .....of Line 27: | | $ | - |
| 27 | | | | | |
| 28 | **TOTAL PROBABLE CONSTRUCTION COST - AZUL WORKS** | | | **$** | **357,513.63** |

' REVISION 2

| FREMONT HIGH SCHOOL -BUILDING A MODERNIZATION & NEW PARKING LOT | | | | | | | | | | | Date: 10/27/2025 |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | LABOR COST | | | MATERIAL COST | | EQUIPMENT COST | |
| No. | PCO#007 REVISION 2 | No. of Units | Per | M.H. Per Unit | M. H. Total | Cost Per M. H. | Total Cost | Unit Cost | Total Cost | Unit Cost | Total Cost |
| Sub | 10/23/2025 | AZUL WORKS | | | | | | | | | |
| Project | Description: | DRILLED PIERS | | | | | | | | | |
| 1 | SCOPE OF WORK: | | | | | | | | | | |
| 2 | CREW CALCULATION | | | | | | | | | | |
| 3 | | | | | | | | | | | |
| 4 | DRILLING CREW LABOR: | | | | | | | | | | |
| 5 | Operator/FM | 1 | EA | 1.000 | 1.00 | $ 122.41 | $ 122.41 | | | | |
| 6 | Laborer/JM | 1 | EA | 1.000 | 1.00 | $ 80.76 | $ 80.76 | | | | |
| 6 | Laborer/JM | 1 | EA | 1.000 | 1.00 | $ 80.76 | $ 80.76 | | | | |
| 7 | Laborer/JM | 1 | EA | 1.000 | 1.00 | $ 80.76 | $ 80.76 | | | | |
| 8 | Subtotal | | | | | | $ 364.69 | | | | |
| | Daily | 8 | Hrs | | | | $ 2,917.52 | | | | |
| 9 | LAGGING CREW LABOR: | | | | | | | | | | |
| 10 | Operator/FM | 1 | EA | 1.000 | 1.00 | $ 122.41 | 122.41 | | | | |
| 11 | ESTIMATED CONSTRUCTION | 1 | EA | 1.000 | 1.00 | $ 80.76 | 80.76 | | | | |
| 12 | Laborer/JM | 1 | EA | 1.000 | 1.00 | $ 80.76 | 80.76 | | | | |
| 13 | Subtotal | | | | | | 283.93 | | | | |
| 14 | Daily | 8 | Hrs | | | | $ 2,271.44 | | | | |
| 15 | DRILLING CREW EQUIPMENT: | | | | | | | | | | |
| 16 | Tool Truck | 1 | EA | 1.000 | 1.00 | | | | | $ 30.00 | $ 30.00 |
| 17 | Excavator | 1 | EA | 1.000 | 1.00 | | | | | $ 70.00 | $ 70.00 |
| 18 | Skid-Steer | 1 | EA | 1.000 | 1.00 | | | | | $ 50.00 | $ 50.00 |
| 19 | Drilling | 1 | EA | 1.000 | 1.00 | | | | | $180.00 | $ 180.00 |
| 20 | Subtotal | | | | | | | | | | $ 330.00 |
| 21 | Daily | 8 | Hrs | | | | | | | | $ 2,640 |
| 22 | LAGGING CREW EQUIPMENT | | | | | | | | | | |
| 23 | Tool Truck | 1 | EA | 1.000 | 1.00 | | | | | $ 30.00 | $ 30.00 |
| 24 | Excavator | 1 | EA | 1.000 | 1.00 | | | | | $ 70.00 | $ 70.00 |
| 25 | Subtotal | | | | | | | | | | $ 100.00 |
| 26 | Daily | 8 | Hrs | | | | | | | | $ 800.00 |
| 27 | | | | | | | | | | | |
| 28 | LABOR COSTS | | | | | | | | | | |
| 29 | Drilling | 29 | Days | | | $ 2,917.52 | 84,608 | | | | |
| 30 | Lagging | 8.9 | Days | | | $ 2,271.44 | 20,303 | | | | |
| 31 | Welder | 116 | Days | | | $ 800.00 | 93,050 | | | | |
| 32 | Subtotal | | | | | | $ 197,961 | | | | |
| 33 | | | | | | | | | | | |
| 34 | EQUIPMENT COSTS | | | | | | | | | | |
| 35 | Drilling | 29 | Days | | | | | | | 2,640.00 | $ 76,560 |
| 36 | Lagging | 8.9 | Days | | | | | | | 800.00 | 7,120 |
| 37 | Welding Rig | 116 | Days | | | | | | | 575.00 | 66,879.7 |
| 38 | Subtotal | | | | | | | | | | $ 150,560 |

' REVISION 2

| FREMONT HIGH SCHOOL -BUILDING A MODERNIZATION & NEW PARKING LOT | | | | | | | | | | | Date: 10/27/2025 |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | LABOR COST | | | MATERIAL COST | | EQUIPMENT COST | |
| No. | PCO#007 REVISION 2 | No. of Units | Per | M.H. Per Unit | M. H. Total | Cost Per M. H. | Total Cost | Unit Cost | Total Cost | Unit Cost | Total Cost |
| Sub | 10/23/2025 | AZUL WORKS | | | | | | | | | |
| Project Description: | | DRILLED PIERS | | | | | | | | | |
| 39 | MATERIALS: | | | | | | | | | | |
| 40 | Beams | 1 | LS | | | | | $109,228 | $ 109,228 | | |
| 41 | Galvanizing | 112490 | LBS | | | | | $0.35 | $ 39,372 | | |
| 42 | Lagging, Top | 1335 | LF | | | | | $8.00 | $ 10,680 | | |
| 43 | Lagging | 1144 | LF | | | | | $10.00 | $ 11,440 | | |
| 44 | Concrete | 172.54 | CY | | | | | $250.00 | $ 43,135 | | |
| 45 | Studs | 1861 | EA | | | | | $15.00 | $ 27,915 | | |
| 46 | Rev Shop Drawings | 1 | LS | | | | | $2,500.00 | $ 2,500 | | |
| 47 | Rebar Cages | 1 | LS | | | | | $14,819 | $ 14,824 | | |
| 48 | Galv Angle | 40 | LF | | | | | $25.00 | $ 995 | | |
| 49 | **Subtotal** | | | | | | | | $ 260,088 | | |
| 50 | | | | | | | | | | | |
| 51 | | | | | | | | | | | |
| 52 | | | | | | | | | | | |
| 53 | **Trucking** | | | | | | | | | | |
| 54 | Move Beams | 1 | EA | 24.00 | 24.00 | | | | | $150.00 | $ 3,600 |
| 55 | Mobilize | 2 | EA | 0.00 | 0.00 | | | | | $ 5,000 | $ 10,000 |
| 56 | **Subtotal** | | | | | | | | | | $ 13,600 |
| 57 | | | | | | | | | | | |
| 58 | Pump | 1.00 | LS | | | | | | | $18,000 | $ 18,000 |
| 59 | | | | | | | | | | | |
| 60 | | | | | | | | | | | |
| 61 | **SHEET TOTALS** | | | | | | $ 197,961 | | $ 260,088 | | $182,190 |

CAHILL

PCO # 007

09/09/2025

OAKLAND UNIFIED SCHOOL DISTRICT
955 HIGH STREET
OAKLAND, California, 94601

**Re:** PCO #007 Revision 2 - CE #022 - Ph 2 DSA Approved Plan Set - Part 2 (Piers & GC's)
**Job:** 0583-01 / OUSD FREMONT - BLDG A MODERNIZATION & NEW PARKING LOT

Enclosed please find **Potential Change Order #007** in the amount of $557,442.47 for:

CE #022 - Phase 2 DSA Approved Plan Set - Part 2 (Piers & GC's)

This PCO includes costs for revisions to the drilled piers per the approved DSA drawings and added General Conditions due to project delays.

Drilled pier changes include, but are not limited to, upsized steel beams, added welded studs, upsizing the diameter of some piers, increased lagging sizes, added concrete mix, and an added pour sequence.
DSA approval was delayed by approximately (2) months causing the critical path to be directly impacted. We are requesting a time extension for (65) calendar days bringing the completion date to 6/8/2025.

This time extension and request for additional general conditions exclude the elevator work. The elevator work has been postponed until summer 2026 at Owner option and will be addressed in PCO 005. We will keep it as a discreet section in the project schedule, and General Conditions will be dependent on whether the Roofing work starts on 6/1/2026 as planned. The elevator work will run out past the updated Substantial Completion/TCO date.

This PCO is inclusive of only the above listed scope, and the remaining costs due to the DSA plan changes will follow in separate PCO's. Previous PCO's submitted are PCO 006.

Rev 2 - Labor rates adjusted, sub markup adjusted.

| PCO Item | Description | | Cost |
|---|---|---|---|
| 1 | Drilled Piers - Azul PCO # 001 rev 1 dated 10/15/25 | | $357,514.00 |
| 2 | Cahill General Conditions - See attached breakdown | | $158,175.00 |
| | | Subtotal | $515,689.00 |
| | | Insurance (1.35%): | $6,961.80 |
| | | Builders Risk (1.40%): | $7,219.65 |
| | | SDI (0.50%): | $1,787.57 |
| | | Bond (0.62%): | $3,197.27 |
| | | Oakland GRT (0.38%): | $1,959.62 |
| | | Fee (4.00%): | $20,627.56 |
| | | Total: | $557,442.47 |

This pricing is valid for 30 days. This PCO includes a schedule extension of 65 days. We reserve the right to a contract time extension should the work contained in this PCO impact the overall project schedule.

CAHILL

PCO # 007

Please sign below to approve and return to our office. Upon your signature, we will execute the appropriate subcontract adjustments and include this in a forthcoming Prime Contract Change Order to cover this added scope. If at any time contingency funds are used to pay for additional work, Cahill reserves the right to request a change order at a later date if it becomes apparent that contingency funds are needed elsewhere. Please call if you have any questions.

**Very truly yours,**
Cahill Contractors LLC



10/15/2025

**Accepted by:**
OAKLAND UNIFIED SCHOOL DISTRICT

Date

AZUL works, inc.

1400 Egbert Avenue
San Francisco, CA 94124

Tel 415-558-1507
CA License A, B, C #780074
DIR #1000003862

August 8, 2025
rev 10/15/2025

Katie McLelland
Cahill Contractors
425 California Street Ste. 2200
San Francisco CA 94104

RE: OUSD Fremont High School Drilled Pier Scope
June 30 2025 DSA Approved Drawing Modifications

Katie:

Our change order cost proposal is as follows:

**Total Cost For Changes related to DSA Approved Drawings:** **$ 357,514.00**

Revised Scope Includes:

- Requirement to pour all shoring holes within 24 hrs. of being drilled per Soldier Pile Installation Sequence Note # 2 on drawing 2-S0.01
- Credit for one each shoring beam installation (43 total in lieu of 44)
- Increased shoring pier diameter pier # 8 - # 36 per "Drilled Pier and Soldier Pile Schedule"
- Increased beam sizes per "Drilled Pier and Soldier Pile Schedule"
- Increased lagging size
- Increased cost of galvanizing
- Added rebar cages at all 43 soldier piles per Detail 2 / 2-S5.05 "Typ. Soldier Pile Detail Below Walls"
- Additional 1,576 welded steel studs per Detail 2 / 2-S5.05 "Typ. Soldier Pile Detail Below Walls"
- Revised shop drawings
- Added angle iron detail 12 / 2-S5.05 "Wall Plan at Outside Corners

Conditions / Clarifications:

- Bid expires after 90 days
- All costs are based on an 8-hour day, Monday through Friday. All over-time costs to be covered by others

1400 Egbert Avenue
San Francisco, CA 94124

Tel 415-558-1507
CA License A, B, C #780074
DIR #1000003862

- This change order pricing is based upon the assumption that the top 8' of lagging is 4" x 12" boards and the lower 4' is 6" x 12". There is a lot of differing information on the plans regarding this item.

Exclusions

- Survey monitoring requirement shown on drawing 2-S0.01
- Grout behind lagging per Soldier Pile Installation Sequence Note # 5 on drawing 2-S0.01
- Concrete strength testing.
- Any demolition of existing footings
- Monitoring / surveying of existing structures
- As-built requirements per Soldier Pile Notes # 4 on drawing 2-S0.01
- Working in inclement weather and conditions resulting from inclement weather
- Temporary fencing and portable toilets
- Third party testing or inspection
- Survey, Layout, and As-Builts
- Bonds
- Temporary water and any costs associated with recycled water
- Any item not specifically included is considered excluded

Thank you for the opportunity to provide this bid. Please call me at (415) 748-0733 if you have any questions or need clarifications.

Thank you,

Polat Shamyradov

Azul Works

**OUSD DRILLED PIERS**

| | |
|---|---|
| Original Bid Scope | $ 346,750.00 |
| Revised Scope DSA Drawings: | $ 704,264.00 |
| **Delta:** | **$ 357,514.00** |

OUSD

SCOPE: Shoring - Bid Scope

QUANTITY 1.0 LS

| WORK ITEMS | QUANT | UNIT | TONS | DURATIONS |
|---|---|---|---|---|
| Drill Holes - 2' diameter | 44 | EA | | 8 |
| Install Beams | 44 | EA | | 5 |
| Pour Concrete | 128.0 | CY | | 2 |
| | | | | 15 |
| Install Lagging - 3 x 12 | 166.9 | BAYS | | 4.2 |
| Install Lagging - 4 x 12 | 143.0 | BAYS | | 3.6 |
| | | | | 7.7 |

| LABOR COSTS | | | | |
|---|---|---|---|---|
| DRILLING | 15 | DAYS | $ 3,400.00 | $ 51,000.00 |
| LAGGING: | 7.7 | DAYS | $ 2,640.00 | $ 20,451.75 |
| WELDER | 18 | DAYS | $ 800.00 | $ 14,251.25 |
| **LABOR:** | | | | **$ 85,703.00** |

| EQUIPMENT COSTS | | | | |
|---|---|---|---|---|
| DRILLING | 15 | DAYS | $ 2,640.00 | $ 39,600.00 |
| LAGGING: | 7.7 | DAYS | $ 800.00 | $ 6,197.50 |
| WELDING RIG | 18 | DAYS | $ 575.00 | $ 10,243.09 |
| **EQUIPMENT:** | | | | **$ 56,040.59** |

| PURCHASE MATERIALS | Quantity | UOM | Unit Cost | Total Cost |
|---|---|---|---|---|
| BEAMS | 1.0 | LS | $ 51,337.00 | $ 51,337.00 |
| GALVANIZING: | 57025.0 | LBS. | $ 0.35 | $ 19,958.75 |
| LAGGING TOP 4' 3 x 12 | 1335.0 | LF | $ 6.00 | $ 8,010.00 |
| LAGGING 4'-8' 4 x 12: | 920.0 | LF | $ 8.00 | $ 7,360.00 |
| LAGGING 8'-10' 4 x 12: SELECT STRUCTURAL | 224.0 | LF | $ 8.00 | $ 1,792.00 |
| CONCRETE | 128.0 | CY | $ 250.00 | $ 32,001.85 |
| STUDS: | 285.0 | EA | $ 15.00 | $ 4,275.38 |
| **TOTAL MATERIALS** | | | | **$ 124,734.98** |

| TRUCKING | Quantity | UOM | Unit Cost | Total Cost |
|---|---|---|---|---|
| Move Beams To yard & jobsite | 24.0 | Hrs. | $ 150.00 | $ 3,600.00 |
| Mobilize to Jobsite | 2.0 | EA | $ 5,000.00 | $ 10,000.00 |
| **TOTAL TRUCKING:** | | | | **$ 13,600.00** |

| SUBCONTRACTORS | Quantity | UOM | Unit Cost | Total Cost |
|---|---|---|---|---|
| PUMP | 2.0 | EA | $ 2,000.00 | $ 4,000.00 |
| | | | | $ - |
| **TOTAL SUBCONTRACTORS:** | | | | **$ 4,000.00** |

**TOTAL COST:** **$ 284,078.56**

**WITH MARKUP** **$ 346,750.00**

| DRILLING CREW LABOR: | | |
|---|---|---|
| OPERATOR FOREMAN: | $ | 140.00 |
| LABORER: | $ | 95.00 |
| LABORER. | $ | 95.00 |
| LABORER. | $ | 95.00 |
| TOTAL HRLY: | $ | 425.00 |
| DAILY: | $ | 3,400.00 |

| DRILLING CREW EQUIP: | | |
|---|---|---|
| TOOL TRUCK: | $ | 30.00 |
| EXC. | $ | 70.00 |
| SKID-STEER | $ | 50.00 |
| DRILL RIG | $ | 180.00 |
| TOTAL HRLY: | $ | 330.00 |
| DAILY: | $ | 2,640.00 |

| LAGGING CREW LABOR | | |
|---|---|---|
| OPERATOR FOREMAN: | $ | 140.00 |
| LABORER: | $ | 95.00 |
| LABORER. | $ | 95.00 |
| TOTAL HRLY: | $ | 330.00 |
| DAILY: | $ | 2,640.00 |

| LAGGING CREW EQUIP | | |
|---|---|---|
| TOOL TRUCK: | $ | 30.00 |
| EXC. | $ | 70.00 |
| TOTAL HRLY: | $ | 100.00 |
| DAILY: | $ | 800.00 |

OUSD

SCOPE: Shoring - Bid Scope

QUANTITY 1.0 LS

| WORK ITEMS | QUANT | UNIT | TONS | DURATIONS |
|---|---|---|---|---|
| Drill Holes - 2' diameter | 14 | EA | | 2.5 |
| Drill Holes - 2.5' diameter | 29 | EA | | 9.5 |
| Install Beams | 43 | EA | | 5 |
| Install Cages | 43 | EA | | 4 |
| Pour Concrete | 172.6 | CY | | 4 |
| Install Cages | 43 | EA | | 4 |
| | | | | 29 |
| Install Lagging - 4 x 12 | 166.9 | BAYS | | 4.2 |
| Install Lagging - 6 x 12 | 143.0 | BAYS | | 4.8 |
| Install galvanized angle at corners (5 ea) | 39.8 | LF | | 2.0 |
| | | | | 8.9 |

| LABOR COSTS | | | | |
|---|---|---|---|---|
| DRILLING | 29 | DAYS | $ 2,917.52 | $ 84,608.08 |
| LAGGING: | 8.9 | DAYS | $ 2,271.44 | $ 20,303.36 |
| WELDER | 116 | DAYS | $ 800.00 | $ 93,050.00 |
| **LABOR:** | | | | **$ 197,961.44** |

| EQUIPMENT COSTS | | | | |
|---|---|---|---|---|
| DRILLING | 29 | DAYS | $ 2,640.00 | $ 76,560.00 |
| LAGGING: | 8.9 | DAYS | $ 800.00 | $ 7,150.83 |
| WELDING RIG | 116 | DAYS | $ 575.00 | $ 66,879.69 |
| **EQUIPMENT:** | | | | **$ 150,590.52** |

| PURCHASE MATERIALS | Quantity | UOM | Unit Cost | Total Cost |
|---|---|---|---|---|
| BEAMS | 1.0 | LS | $ 109,227.92 | $ 109,227.92 |
| GALVANIZING: | 112490.0 | LBS. | $ 0.35 | $ 39,371.50 |
| LAGGING TOP 4' 4 x 12 | 1335.0 | LF | $ 8.00 | $ 10,680.00 |
| LAGGING 4'-8' 6 x 12: | 920.0 | LF | $ 10.00 | $ 9,200.00 |
| LAGGING 8'-10' 6 x 12 | 224.0 | LF | $ 10.00 | $ 2,240.00 |
| CONCRETE | 172.6 | CY | $ 250.00 | $ 43,138.86 |
| STUDS: | 1861.0 | EA | $ 15.00 | $ 27,915.00 |
| REV SHOP DRAWINGS: | 1.0 | EA | $ 2,500.00 | $ 2,500.00 |
| REBAR CAGES | 1.0 | LS | $ 14,818.70 | $ 14,818.70 |
| GALV ANGLE L4 x 4 x 1/4 | 39.8 | LF | $ 25.00 | $ 995.75 |
| **TOTAL MATERIALS** | | | | **$ 260,087.73** |

| TRUCKING | Quantity | UOM | Unit Cost | Total Cost |
|---|---|---|---|---|
| Move Beams To yard & jobsite | 24.0 | Hrs. | $ 150.00 | $ 3,600.00 |
| Mobilize to Jobsite | 2.0 | EA | $ 5,000.00 | $ 10,000.00 |
| **TOTAL TRUCKING:** | | | | **$ 13,600.00** |

| SUBCONTRACTORS | Quantity | UOM | Unit Cost | Total Cost |
|---|---|---|---|---|
| PUMP | 12.0 | EA | $ 1,500.00 | $ 18,000.00 |
| | | | | $ - |
| **TOTAL SUBCONTRACTORS:** | | | | **$ 18,000.00** |

**TOTAL COST:** **$ 640,239.69**

**WITH MARKUP** **$ 704,264.00**

| DRILLING CREW LABOR: | | |
|---|---|---|
| OPERATOR FOREMAN: | $ | 122.41 |
| LABORER: | $ | 80.76 |
| LABORER. | $ | 80.76 |
| LABORER. | $ | 80.76 |
| TOTAL HRLY: | $ | 364.69 |
| DAILY: | $ | 2,917.52 |

| DRILLING CREW EQUIP: | | |
|---|---|---|
| TOOL TRUCK: | $ | 30.00 |
| EXC. | $ | 70.00 |
| SKID-STEER | $ | 50.00 |
| DRILL RIG | $ | 180.00 |
| TOTAL HRLY: | $ | 330.00 |
| DAILY: | $ | 2,640.00 |

| LAGGING CREW LABOR | | |
|---|---|---|
| OPERATOR FOREMAN: | $ | 122.41 |
| LABORER: | $ | 80.76 |
| LABORER. | $ | 80.76 |
| TOTAL HRLY: | $ | 283.93 |
| DAILY: | $ | 2,271.44 |

| LAGGING CREW EQUIP | | |
|---|---|---|
| TOOL TRUCK: | $ | 30.00 |
| EXC. | $ | 70.00 |
| TOTAL HRLY: | $ | 100.00 |
| DAILY: | $ | 800.00 |

Project: **OAKLAND UNIFIED SCHOOL DISTRICT**
OAKLAND, CA

**SOURCE: DIR** 2025-2

Issue Date: 30-Jun-25
Expiration Date: 30-May-26

Date Prepared: 7-Jul-25

## OPERATING ENGINEER (BUILDING CONSTRUCTION)

WAGE RATES MARKUPS & INDIRECTS.

| | | JM | 1.5OT | 2OT | FM | FM | 2nd Shift |
|---|---|---|---|---|---|---|---|
| JOURNEYMAN | | HR. RATE | | | REG | 1.5OT | JM |
| Basic Hourly Rate | | $ 62.69 | $ 94.04 | $ 125.38 | $ 68.96 | $ 103.44 | $ 68.69 |
| Vacation & Holiday | | $ 6.10 | $ 6.10 | $ 6.10 | $ 6.10 | $ 6.10 | $ 6.10 |
| **Taxable Income** | | $ 68.79 | $ 100.1 | $ 131.48 | $ 75.06 | $ 109.54 | $ 74.79 |
| FRINGES: | | | | | | | |
| Health & Welfare | | $ 13.38 | $ 13.38 | $ 13.38 | $ 13.38 | $ 13.38 | $ 13.38 |
| Pension | | $ 12.28 | $ 12.28 | $ 12.28 | $ 12.28 | $ 12.28 | $ 12.28 |
| Vacation/Holiday | | Included Above | | | | | $ - |
| Training | | $ 1.31 | $ 1.31 | $ 1.31 | $ 1.31 | $ 1.31 | $ 1.31 |
| Other Payments | | $ 1.62 | $ 1.62 | $ 1.62 | $ 1.62 | $ 1.62 | $ 1.62 |
| TOTAL FRINGES | | $ 28.59 | $ 28.59 | $28.59 | $ 28.59 | $ 28.59 | $ 28.59 |
| TOTAL - WAGE + FRINGES | | $ 97.38 | $ 128.73 | $ 160.07 | $ 103.65 | $ 138.13 | $ 103.38 |
| LABOR BURDEN/PAYROLL TAXES: (Applied to Taxable Hourly Rate) | | | | | | | |
| SSI | 6.20% | $ 4.26 | $ 6.21 | $ 8.15 | $ 4.65 | $ 6.79 | $ 4.64 |
| Medicare | 1.45% | $ 1.00 | $ 1.45 | $ 1.91 | $ 1.09 | $ 1.59 | $ 1.08 |
| FUTA | 1.20% | $ 0.83 | $ 1.20 | $ 1.58 | $ 0.90 | $ 1.31 | $ 0.90 |
| SUI | 6.20% | $ 4.26 | $ 6.21 | $ 8.15 | $ 4.65 | $ 6.79 | $ 4.64 |
| Employment Training Tax | 0.10% | $ 0.07 | $ 0.10 | $ 0.13 | $ 0.08 | $ 0.11 | $ 0.07 |
| Workmen's Comp | 9.85% | $ 6.78 | $ 9.86 | $ 12.95 | $ 7.39 | $ 10.79 | $ 7.37 |
| TOTAL INS. & TAXES | 25.00% | $ 17.20 | $ 25.03 | $ 32.87 | $ 18.76 | $ 27.38 | $ 18.70 |
| TOTAL - RATES & FRINGES, INS.TAXES | | $ 114.58 | $ 153.76 | $ 192.94 | $ 122.41 | $ 165.51 | $ 122.08 |

Project: **OAKLAND UNIFIED SCHOOL DISTRICT**
OAKLAND, CA

**SOURCE: DIR** **2025-2**

Issue Date: 30-Jun-25
Expiration Date: 28-Jun-26

Date Prepared: 16-Sep-25

## LABORER - GROUP 3

WAGE RATES MARKUPS & INDIRECTS.

| | | JM | 1.5OT | 2OT | FM | FM | 2nd Shift |
|---|---|---|---|---|---|---|---|
| JOURNEYMAN | | HR. RATE | | | REG | 1.5OT | JM |
| Basic Hourly Rate | DIR | $ 38.90 | $ 58.35 | $ 77.80 | $ 42.79 | $ 64.19 | $ 41.90 |
| Vacation & Holiday | | $ 3.91 | $ 3.91 | $ 3.91 | $ 3.91 | $ 3.91 | $ 3.91 |
| **TAXABLE RATE** | | $ 42.81 | $ 62.26 | $ 81.71 | $ 46.70 | $ 68.10 | $ 45.81 |
| FRINGES: | | | | | | | |
| Health & Welfare | | $ 11.10 | $ 11.10 | $ 11.10 | $ 11.10 | $ 11.10 | $ 11.10 |
| Pension | | $ 15.31 | $ 15.31 | $ 15.31 | $ 15.31 | $ 15.31 | $ 15.31 |
| Vacation/Holiday | | Included Above | | $ - | $ - | $ - | |
| Training | | $ 0.52 | $ 0.52 | $ 0.52 | $ 0.52 | $ 0.52 | $ 0.52 |
| Other Payments | | $ 0.32 | $ 0.32 | $ 0.32 | $ 0.32 | $ 0.32 | $ 0.32 |
| TOTAL FRINGES | | $ 27.25 | $ 27.25 | $27.25 | $ 27.25 | $ 27.25 | $ 27.25 |
| TOTAL - WAGE + FRINGES | | $ 70.06 | $ 89.51 | $ 108.96 | $ 73.95 | $ 95.35 | $ 73.06 |
| **TAXABLE RATE(BASE+VACATION)** | | $42.81 | $62.26 | $81.71 | $46.70 | $68.10 | $ 45.81 |
| LABOR BURDEN/PAYROLL TAXES: (Applied to Taxable Hourly Rate) | | | | | | | |
| SSI | 6.20% | $ 2.65 | $ 3.86 | $ 5.07 | $ 2.90 | $ 4.22 | $ 2.84 |
| Medicare | 1.45% | $ 0.62 | $ 0.90 | $ 1.18 | $ 0.68 | $ 0.99 | $ 0.66 |
| FUTA | 1.20% | $ 0.51 | $ 0.75 | $ 0.98 | $ 0.56 | $ 0.82 | $ 0.55 |
| SUI | 6.20% | $ 2.65 | $ 3.86 | $ 5.07 | $ 2.90 | $ 4.22 | $ 2.84 |
| Employee Training Tax | 0.10% | $ 0.04 | $ 0.06 | $ 0.08 | $ 0.05 | $ 0.07 | $ 0.05 |
| Workmen's Comp | 9.85% | $ 4.22 | $ 6.13 | $ 8.05 | $ 4.60 | $ 6.71 | $ 4.51 |
| TOTAL INS. & TAXES | 25.00% | $ 10.70 | $ 15.57 | $ 20.43 | $ 11.68 | $ 17.02 | $ 11.45 |
| TOTAL - RATES & FRINGES, INS.TAXES | | $ 80.76 | $ 105.08 | $ 129.39 | $ 85.63 | $ 112.37 | $ 84.51 |
| Premium | | | $24.31 | $48.63 | | | $ 3.75 |

ORIGINAL BEAM SCHEDULE

BROWN STRAUSS STEEL
AN EMPLOYEE OWNED COMPANY

Brown Strauss Steel
4315 E. Mariposa Rd.
Stockton CA 95215
United States
209-467-3193

# Quote

**Order No.:** EST0052004
**Quote Date:** 4/1/2025
**Expiration Date:**
**Salesperson:** 208
**Date Wanted:**
**Ship Via:**

**Invoice To:**

AZUL WORKS INC
1400 Egbert Ave
San Francisco CA 94124-3222
United States

Customer #: C004110
Attention:

**Deliver To:**

AZUL WORKS INC
1400 Egbert Ave
San Francisco CA 94124-3222
United States
Phone: 4155581507
Fax: 4155581556

| No. | Description | Pcs | Length | Weight | CWT Price | CFT Price | Each Price | Proc Chg | Amount | Stock |
|---|---|---|---|---|---|---|---|---|---|---|
| 1 | W 12" X 22# - A992 | 1 | 40.000 | 880.0 | 80.60 | 1,773.20 | 709.28 | 0.00 | 709.28 | 62 |
| | 2.000 @ 19' 0 | | | | | | | | | |
| 2 | W 12" X 22# - A992 | 2 | 50.000 | 2,200.0 | 80.60 | 1,773.20 | 886.60 | 0.00 | 1,773.20 | 62 |
| | 1.000 @ 12' 0 | | | | | | | | | |
| | 1.000 @ 13' 0 | | | | | | | | | |
| | 1.000 @ 25' 0 | | | | | | | | | |
| | 1.000 @ 19' 0 | | | | | | | | | |
| | 2.000 @ 15' 0 | | | | | | | | | |
| 3 | W 12" X 22# - A992 | 1 | 60.000 | 1,320.0 | 80.60 | 1,773.20 | 1063.92 | 0.00 | 1,063.92 | 62 |
| | 1.000 @ 13' 0 | | | | | | | | | |
| | 2.000 @ 14' 0 | | | | | | | | | |
| | 1.000 @ 19' 0 | | | | | | | | | |
| 4 | W 12" X 35# - A992 | 1 | 35.000 | 1,225.0 | 80.60 | 2,821.00 | 987.35 | 0.00 | 987.35 | 62 |
| | 1.000 @ 26' 0 | | | | | | | | | |
| 5 | W 12" X 35# - A992 | 4 | 55.000 | 7,700.0 | 80.60 | 2,821.00 | 1551.55 | 0.00 | 6,206.20 | 62 |
| | 2.000 @ 26' 0 | | | | | | | | | |
| | 6.000 @ 27' 0 | | | | | | | | | |
| 6 | W 12" X 50# - A992 | 2 | 35.000 | 3,500.0 | 80.60 | 4,030.00 | 1410.50 | 0.00 | 2,821.00 | 62 |
| | 1.000 @ 34' 0 | | | | | | | | | |
| | 1.000 @ 35' 0 | | | | | | | | | |
| 7 | W 12" X 50# - A992 | 5 | 40.000 | 10,000.0 | 80.60 | 4,030.00 | 1612.00 | 0.00 | 8,060.00 | 62 |
| | 5.000 @ 34' 0 | | | | | | | | | |
| 8 | W 12" X 50# - A992 | 4 | 60.000 | 12,000.0 | 80.60 | 4,030.00 | 2418.00 | 0.00 | 9,672.00 | 62 |
| | 4.000 @ 28' 0 | | | | | | | | | |
| | 2.000 @ 33' 0 | | | | | | | | | |
| | 2.000 @ 27' 0 | | | | | | | | | |

BROWN STRAUSS STEEL
AN EMPLOYEE OWNED COMPANY

Brown Strauss Steel
4315 E. Mariposa Rd.
Stockton CA 95215
United States
209-467-3193

# Quote

**Order No.:** EST0052004
**Quote Date:** 4/1/2025
**Expiration Date:**
**Salesperson:** 208
**Date Wanted:**
**Ship Via:**

**Invoice To:**

AZUL WORKS INC
1400 Egbert Ave
San Francisco CA 94124-3222
United States

Customer #: C004110
Attention:

**Deliver To:**

AZUL WORKS INC
1400 Egbert Ave
San Francisco CA 94124-3222
United States
Phone: 4155581507
Fax: 4155581556

| No. | Description | Pcs | Length | Weight | CWT Price | CFT Price | Each Price | Proc Chg | Amount | Stock |
|---|---|---|---|---|---|---|---|---|---|---|
| 9 | W 12" X 65# - A992 | 1 | 35.000 | 2,275.0 | 84.65 | 5,502.25 | 1925.79 | 0.00 | 1,925.79 | 62 |
| | 1.000 @ 34' 0 | | | | | | | | | |
| | FT STOCK 4-5 DAYS | | | | | | | | | |
| 10 | W 12" X 65# - A992 | 5 | 40.000 | 13,000.0 | 84.65 | 5,502.25 | 2200.90 | 0.00 | 11,004.50 | 62 |
| | 5.000 @ 36' 0 | | | | | | | | | |
| | FT STOCK 4-5 DAYS | | | | | | | | | |
| 11 | W 12" X 65# - A992 | 1 | 45.000 | 2,925.0 | 83.65 | 5,437.25 | 2446.76 | 0.00 | 2,446.76 | 62 |
| | 1.000 @ 36' 0 | | | | | | | | | |

**Conditions:**
1. Material subject to prior sale.
2. Quantity changes may cause change in pricing.
3. Saw cutting tolerance of +/- 1/16".
4. All quotations are subject to change without notice.
5. Please review for errors and omissions.

| | |
|---|---|
| **Sale Amount:** | 46,670.00 |
| **Order Disc( 0.0000%):** | 0.00 |
| **Surcharge:** | N/A |
| **Sales Tax:** | 0.00 |
| **Misc Charges:** | 0.00 |
| **Total Amount:** | 46,670.00 |

PULL HEAT NUMBERS

| | |
|---|---|
| **Total Weight:** | 57,025.00 |

DSA DRAWINGS BEAM SCHEDULE.

BROWN STRAUSS STEEL
AN EMPLOYEE OWNED COMPANY

Brown Strauss Steel
4315 E. Mariposa Rd.
Stockton CA 95215
United States
209-467-3193

# Quote

**Order No.:** EST0054841
**Quote Date:** 8/5/2025
**Expiration Date:**
**Salesperson:** 208
**Date Wanted:**
**Ship Via:**

**Invoice To:**

AZUL WORKS INC
1400 Egbert Ave
San Francisco CA 94124-3222
United States

Customer #: C004110
Attention:

**Deliver To:**

AZUL WORKS INC
1400 Egbert Ave
San Francisco CA 94124-3222
United States
Phone: 4155581507
Fax: 4155581556

| No. | Description | Pcs | Length | Weight | CWT Price | CFT Price | Each Price | Proc Chg | Amount | Stock |
|---|---|---|---|---|---|---|---|---|---|---|
| 1 | W 12" X 50# - A992 | 1 | 20.000 | 1,000.0 | 75.95 | 3,797.50 | 759.50 | 0.00 | 759.50 | 62 |
| | 1.000 @ 18' 0 | | | | | | | | | |
| 2 | W 12" X 50# - A992 | 1 | 25.000 | 1,250.0 | 75.95 | 3,797.50 | 949.38 | 0.00 | 949.38 | 62 |
| | 1.000 @ 24' 0 | | | | | | | | | |
| 3 | W 12" X 50# - A992 | 1 | 40.000 | 2,000.0 | 75.95 | 3,797.50 | 1519.00 | 0.00 | 1,519.00 | 62 |
| | 1.000 @ 18' 0 | | | | | | | | | |
| | 1.000 @ 21' 0 | | | | | | | | | |
| 4 | W 12" X 26# - A992 | 2 | 50.000 | 2,600.0 | 75.95 | 1,974.70 | 987.35 | 0.00 | 1,974.70 | 62 |
| | 2.000 @ 17' 0 | | | | | | | | | |
| | 1.000 @ 16' 0 | | | | | | | | | |
| | 1.000 @ 23' 0 | | | | | | | | | |
| | 2.000 @ 12' 0 | | | | | | | | | |
| 5 | W 12" X 26# - A992 | 1 | 65.000 | 1,690.0 | 75.95 | 1,974.70 | 1283.56 | 0.00 | 1,283.56 | 62 |
| | 1.000 @ 22' 0 | | | | | | | | | |
| | 1.000 @ 18' 0 | | | | | | | | | |
| | 1.000 @ 11' 0 | | | | | | | | | |
| | 1.000 @ 13' 0 | | | | | | | | | |
| 6 | W 12" X 65# - A992 | 3 | 50.000 | 9,750.0 | 77.95 | 5,066.75 | 2533.38 | 0.00 | 7,600.13 | 62 |
| | 4.000 @ 24' 0 | | | | | | | | | |
| | 2.000 @ 25' 0 | | | | | | | | | |
| 7 | W 12" X 152# - A992 | 1 | 35.000 | 5,320.0 | 83.95 | 12,760.40 | 4466.14 | 0.00 | 4,466.14 | 62 |
| | 1.000 @ 34' 0 | | | | | | | | | |
| | FT STOCK 4-5 DAYS TO STOCKTON | | | | | | | | | |
| 8 | W 12" X 136# - A992 | 3 | 35.000 | 14,280.0 | 83.95 | 11,417.20 | 3996.02 | 0.00 | 11,988.06 | 62 |
| | 3.000 @ 34' 0 | | | | | | | | | |
| | LV STOCK 7-10 DAYS TO STOCKTON | | | | | | | | | |
| 9 | W 12" X 136# - A992 | 2 | 35.000 | 9,520.0 | 77.95 | 10,601.20 | 3710.42 | 0.00 | 7,420.84 | 62 |
| | 2.000 @ 35' 0 | | | | | | | | | |

BROWN STRAUSS STEEL
AN EMPLOYEE OWNED COMPANY

Brown Strauss Steel
4315 E. Mariposa Rd.
Stockton CA 95215
United States
209-467-3193

# Quote

**Order No.:** EST0054841
**Quote Date:** 8/5/2025
**Expiration Date:**
**Salesperson:** 208
**Date Wanted:**
**Ship Via:**

**Invoice To:**

AZUL WORKS INC
1400 Egbert Ave
San Francisco CA 94124-3222
United States

Customer #: C004110
Attention:

**Deliver To:**

AZUL WORKS INC
1400 Egbert Ave
San Francisco CA 94124-3222
United States
Phone: 4155581507
Fax: 4155581556

| No. | Description | Pcs | Length | Weight | CWT Price | CFT Price | Each Price | Proc Chg | Amount | Stock |
|---|---|---|---|---|---|---|---|---|---|---|
| 10 | W 12" X 136# - A992 | 3 | 40.000 | 16,320.0 | 83.95 | 11,417.20 | 4566.88 | 0.00 | 13,700.64 | 62 |
| | 2.000 @ 34' 0 | | | | | | | | | |
| | 1.000 @ 35' 0 | | | | | | | | | |
| | SLC STOCK 7-10 DAYS TO STOCKTON | | | | | | | | | |
| 11 | W 12" X 136# - A992 | 3 | 40.000 | 16,320.0 | 83.95 | 11,417.20 | 4566.88 | 0.00 | 13,700.64 | 62 |
| | 3.000 @ 35' 0 | | | | | | | | | |
| | LV STOCK 7-10 DAYS TO STOCKTON | | | | | | | | | |
| 12 | W 12" X 136# - A992 | 1 | 40.000 | 5,440.0 | 77.95 | 10,601.20 | 4240.48 | 0.00 | 4,240.48 | 62 |
| | 1.000 @ 35' 0 | | | | | | | | | |
| 13 | W 12" X 96# - A992 | 1 | 30.000 | 2,880.0 | 77.95 | 7,483.20 | 2244.96 | 0.00 | 2,244.96 | 62 |
| | 1.000 @ 30' 0 | | | | | | | | | |
| 14 | W 12" X 96# - A992 | 2 | 55.000 | 10,560.0 | 77.95 | 7,483.20 | 4115.76 | 0.00 | 8,231.52 | 62 |
| | 2.000 @ 27' 0 | | | | | | | | | |
| | 1.000 @ 29' 0 | | | | | | | | | |
| | 1.000 @ 25' 0 | | | | | | | | | |
| 15 | W 12" X 96# - A992 | 1 | 60.000 | 5,760.0 | 77.95 | 7,483.20 | 4489.92 | 0.00 | 4,489.92 | 62 |
| | 2.000 @ 29' 0 | | | | | | | | | |
| 16 | W 12" X 120# - A992 | 1 | 65.000 | 7,800.0 | 78.95 | 9,474.00 | 6158.10 | 0.00 | 6,158.10 | 62 |
| | 1.000 @ 32' 0 | | | | | | | | | |
| | 1.000 @ 31' 0 | | | | | | | | | |
| | FT STOCK 4-5 DAYS TO STOCKTON | | | | | | | | | |
| 17 | Processing Charge | 1 | | | 0.00 | 0.00 | 3800.00 | 0.00 | 3,800.00 | 62 |
| 18 | W 12" X 136# - A992 | 1 | 45.000 | 6,120.0 | 77.95 | 10,601.20 | 4770.54 | 0.00 | 4,770.54 | 62 |
| | 1.00 @ 35.000 | | | | | | | | | |

BROWN STRAUSS STEEL
AN EMPLOYEE OWNED COMPANY

Brown Strauss Steel
4315 E. Mariposa Rd.
Stockton CA 95215
United States
209-467-3193

# Quote

**Order No.:** EST0054841
**Quote Date:** 8/5/2025
**Expiration Date:**
**Salesperson:** 208
**Date Wanted:**
**Ship Via:**

**Invoice To:**

AZUL WORKS INC
1400 Egbert Ave
San Francisco CA 94124-3222
United States

Customer #: C004110
Attention:

**Deliver To:**

AZUL WORKS INC
1400 Egbert Ave
San Francisco CA 94124-3222
United States
Phone: 4155581507
Fax: 4155581556

**Conditions:**
1. Material subject to prior sale.
2. Quantity changes may cause change in pricing.
3. Saw cutting tolerance of +/- 1/8".
4. All quotations are subject to change without notice.
5. Please review for errors and omissions.

| | |
|---|---|
| **Sale Amount:** | 99,298.11 |
| **Order Disc( 0.0000%):** | 0.00 |
| **Surcharge:** | N/A |
| **Sales Tax:** | 0.00 |
| **Misc Charges:** | 0.00 |
| **Total Amount:** | 99,298.11 |

PULL HEAT NUMBERS

| | |
|---|---|
| **Total Weight:** | 118,610.00 |

**Chris Kahney**

**From:** Gabe Philastre <gabe@pacificgalvanizing.com>
**Sent:** Tuesday, April 15, 2025 6:25 AM
**To:** Chris Kahney
**Subject:** Re: Beam Quote

This email originated from outside of AzulWorks Inc. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Chris

We can do this one for $0.35 per pound with trucking included. Let me know if you have any questions.

Gabe

On Mon, Apr 14, 2025 at 4:58 PM Chris Kahney <chris@azulworks.com> wrote:

> Gabe
>
> Per our conversation I have 44 each beams that I need a quote for galvanizing:
>
> I understand you do the transport correct ?
>
> They will need collecting from our yard in American Canyon and delivering to our jobsite in Fremont, CA after galvanizing.
>
> Let me know if you need anything else
>
> Chris.
>
> Chris Kahney
>
> V.P. - Estimating

PJ's REBAR & STUD RAILS
*Pre-Assembled Rebar Products*
Rebar...*ReDefined*

Quote#: 0063148
45055 Fremont Blvd. - Fremont, CA 94538
TEL#: 800-347-7141 - FAX 866-333-2FAX

# Quotation

COMPANY: AZULWORKS INC
CONTACT: FONSECA, LUIS
JOB NAME: OUSD FREMONT HS
QUOTE DATE: August 04, 2025

PRELIEN INFORMATION REQUIRED PRIOR TO FIRST DELIVERY
THIS QUOTATION WILL EXPIRE ON September 02, 2025
**FOR REBAR SOURCING PLEASE SEE IMPORTANT READ SIGN SECTION**

| METHOD OF PAYMENT | COUNTY TAX | F.O.B. | ESTIMATE REF. | SALESPERSON |
|---|---|---|---|---|
| NET 30 DAYS | 10.250 % | DELIVERED | | FEIL, JOHN |

| ITEM | DESCRIPTION | TOTAL |
|---|---|---|
| CAGES | 43 CAGES<br>* PER SHOP DRAWINGS<br>* PRE-TIED BY PJ'S REBAR | $12,441.00 |
| | **CAGES SubTotal:** | $12,441.00 |

| QTY | UOM | ITEM | DESCRIPTION | UNIT PRICE | TOTAL |
|---|---|---|---|---|---|
| 2 | Ea | DELIVERY | | $500.00 | $1,000.00 |
| 2 | | | **DELIVERY SubTotal:** | | $1,000.00 |

**DELIVERY SURCHARGE:**
**DELIVERY CHARGE SUBJECT TO CHANGE BASED ON FUEL PRICES**

| | |
|---|---|
| **SubTotal:** | $13,441.00 |
| **Sales Tax:** | $1,377.70 |
| **Grand Total:** | $14,818.70 |

PJ's REBAR & STUD RAILS
Pre-Assembled Rebar Products
Rebar...ReDefined

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**INCLUSION & ASSUMPTIONS:**

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## INCLUSION & ASSUMPTIONS (cont'd):

**Standard Lead Time**:
This bid is based on a standard lead time listed below. Additional charges will apply for orders requested sooner than our standard lead time. Lead time is determined based on the time the order generated to the requested delivery date, not when the order is confirmed. Fabrication Lead Time = 3 days Preassembled Lead Time = 10 business days.

**Detailing and Shop Drawings:**
Pricing includes both detailing and required shop drawings submittals and plans to jobsite. Detailing charges to be billed when drawings are submitted for approval or upon each release. Re-detailing charges may apply and will be billed at a rate of $ 75.00 /hr ( or at contract price if significant changes are required) and are extra to this contract.

**Agreed Upon Pricing Structure:**

Lump Sum: It is understood that this is a Lump Sum billable project. Therefore, if unit price or estimated weights are listed above, it is for reference bidding purposes only. Additionally, the unit price may change periodically based on the amount left to ship or remainder of contract due to be billed. PJ's reserves the right to bill up to the Lump Sum amount upon final shipment or notice of completion. PJ's will submit a final billing to complete this contract. PJ's will not bill above this Lump Sum amount unless change orders, extras to contract, or Buyer ordering errors occur.

**Transportation**
Includes up to 2 deliveries to jobsite. Deliveries must be unloaded within two hours of arrival. If more time is necessary, there will be a detention charge of $75 per hour. Additional deliveries, excluding those caused by PJ's errors or corrections, will cost $500.00 per load.

All deliveries arrived on site are FOB. The material is to be offloaded by the purchasing contractor. Pj's Rebar Inc. is not responsible for unloading or rigging any materials on the truck or trailer.

## DRAWING REFERENCES:

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**EXCLUSIONS:**

1. Bonds or rentention on material or our labor.
2. Establishment of grades, lines of templates.
3. All Testing and inspection.
4. Cleaning, reworking or cutting of existing reinforcement.
5. Hoisting, lowering or placing.
6. Pile dowels, smooth bar, mesh or drilling ( unless quoted specifically above ).
7. Masonry reinforcement of any kind ( unless quoted specifically above ).
8. sidewalk, paving site work, curb and gutter ( unless noted above ).
9. Welding, end prep, form savers, or coupler systems ( unless noted above ).
10. Traffic control, over-length or special permits related to travel or access.
11. Post-Tension ( unless noted above ).
12. Dumpster for clean up, removal of excess rebar ( additional costs apply ).
13. Hold down steel, rebar protection, and additional template steel.
14. Any phases not previously priced or mentioned.
15. Detailing cost as a result of significant drawing revisions.
16. Excludes additional fuel or delivery charges.
17. Chairs or accessories ( unless noted above ).
18. Trim and/or additional rebar required at Mech Openings.

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## SPECIAL INSTRUCTIONS:

## JOB PARAMETERS:

**Fabrication Start Date:** September 02, 2025

**Shipping Completion Date:** November 01, 2025

**Job Name and Delivery Address:**

**Job Name:** OUSD FREMONT HS

**Address:**

**Street:**

**City:** OAKLAND

**Zip:**

**State:** CA

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## IMPORTANT READ AND SIGN

General Conditions and Disclaimers:

The purchaser, without charge to the seller, shall provide access roads to the point where material is to be placed or hoisted, grades, lines, racks, templates, hoisting, and adequate scaffold in place, if needed. Provide space
for delivery and storage of steel accessible to semi-tractor trailer or bobtail deliveries and adjacent to place where material is to be placed or hoisted. Purchaser is responsible for providing latest set of drawings, addendums, and corrected shop drawings in a timely manner in order to ensure correct material is fabricated and delivered. Orders will not be fabricated until approved shop drawings have been returned from engineer unless consented to by the purchaser, PJ's cannot guarantee quantity or dimensions without approved drawings. Detailing, fabrication and delivery will be in accordance with C.R.S.I. standards. Above prices are based on splicing and or coupling of reinforcing steel where shown on plans ONLY . The purchaser will pay for any additional splices or couplers for the convenience of purchaser that are not paid by the owners.

All terms and conditions of this quotation are to be incorporated into the subcontract agreement between the seller and general contractor.

**Volatility Disclaimer:** (1) All quotations are based upon the best pricing Information currently available and may be good for no longer than 30 calendar days (2) After the thirtieth day, if the quotation is not signed and approved with a confirmed ship and complete date, this quotation may require re-pricing based on current market conditions. (3) Start and complete dates must accompany all valid orders. Quotes will be priced based upon the best information
available based on anticipated start and complete dates for job. If the project starts later than anticipated, for any reason or continues beyond the complete date, job may be subject to additional pricing. (4) PJ's will be held harmless
and without penalty, liquidated damages or back charges due to any material shortages caused by mill shortages, delays, or cancellations. (5) Given the fluctuation of both scrap and rebar prices historically, PJ's reserves the right to fabricate, ship and invoice for any and all portions of project. Customer is responsible for any refusals of rebar based on these disclaimers.

**Taxation:** Sales tax subject to change based on California updated tax rates.

**Rebar Source:** PJ's reserves the right to purchase both domestic or import ASTM A615/A706 rebar for this quote unless otherwise told. Due to the lack of domestic suppliers ability to provide material, it's given PJ's no choice but to provide imported rebar from several countries.

Buyer's signature and acceptance of terms and conditions:

Date: __ / __ / __

By: _____

Print Name: _____

Print Title: _____

**0583-01 OUSD FREMONT HIGH SCHOOL - TIME DELAY LOG** **9/2/2025**

| Activity ID | Activity name | Start | End | Duration(WD) | Duration (CD) | Critical Path Delay | TCO Change | Status of Delay | Concurrency | Date Issued to Owner |
|---|---|---|---|---|---|---|---|---|---|---|
| | DSA PLAN DELAY - Plan Approval | 6/4/2025 | 7/2/2025 | 21 | 29 | YES | 5/3/2026 | Incurred | None | |
| | DSA PLAN DELAY - Review & Pricing of Plan Changes | 7/3/2025 | 7/25/2025 | 15 | 22 | YES | 5/25/2026 | Incurred | None | |
| | DSA PLAN CHANGES - Added Duration to Pier Scope | 7/25/2025 | 8/8/2025 | 10 | 14 | YES | **6/8/2026** | Incurred | None | |
| | CLASS 1 SOIL TESTING & REMOVAL at Parking Lot | | 8/21/2025 | | 0 | NO | None | Incurred | Yes | |
| | SOIL COMPACTION ISSUES | 8/25/2025 | **TBD** | **On going** | | NO | | On going | Yes | |
| | | | | | | | | | | |
| | | | | | | | | | | |

| | |
|---|---|
| Orig Start | 6/4/2025 |
| Orig End | 4/3/2026 |

| Month no | Project Completion(Days) | Delay during period | DELAYS (Calendar Days) | | | | Comments | |
|---|---|---|---|---|---|---|---|---|
| | | | | Excusable Non compensable | Excusable Compensable | | | |
| 0 | 304 | 0 | | | | | | |
| 1 | 330 | 26 | | 0 | 26 | | NTP issued 6/4/25<br>Awaiting DSA approved drawings | june |
| 2 | 361 | 31 | | 0 | 31 | | | july |
| 3 | 369 | 8 | | 0 | 8 | | | aug |
| 4 | | | | | | | | sept |
| 5 | | | | | | | | oct |
| 6 | | | | | | | | nov |
| | | | | | | | | |
| TOTAL | | 65 | | 0 | 65 | | | |

| | |
|---|---|
| **NEW TCO DATE** | **6/8/2026** |

CAHILL

**OUSD Fremont Phase 6**
**Project Data Summary**
**9/2/2025**

| | |
|---|---|
| Project Name | **OUSD Fremont Phase 6 - PCO 007 PHASE 2 DSA Approved Plan Set Part 2 (Drilled Piers & Extended GC's)** |
| Address / City | 4610 Foothill Blvd, Oakland |
| Owner / Developer | OUSD |
| Construction Manager | |
| Architect / Designer | Hibser Yamauchi |
| Total Floor Area | 30,000 |
| Drawing Phase: | 100% SD |
| Project Start Date: | 6/1/2025 |
| Project Duration (mos) | mos |
| Project Duration (wks) | wks |
| Principal / Vice President | $325.00 /hr |
| Project Executive / Project Director | $225.00 /hr |
| Senior Project Manager / Estimator | $200.00 /hr |
| Project Manager / Estimator | $150.00 /hr |
| Assistant Project Manager | $115.00 /hr |
| Area Safety Manager | $115.00 /hr |
| Jobsite Safety Coordinator (JSC) | $115.00 /hr |
| Project Engineer / Jr. Estimator | $105.00 /hr |
| BIM / CAD Technician | $150.00 /hr |
| Project Accountant / Admin | $90.00 /hr |
| Labor Escalation Rate | 4.65% after 7/1/23 |
| Field Burden Rate | 100.00% |
| Base Superintendent Hourly Rate | $90.00 /hr |
| Supt Rate Incl Bdn, Escal | $188.37 /hr |
| Base Asst Superintendent Hourly Rate | $78.00 /hr (Check with Mina/Jenny) |
| Asst Supt Rate Incl Bdn, Escal | $163.25 /hr |
| Base Carpenter Hourly Rate | $62:34 /hr |
| Carp Rate Incl Bdn, Escal | $130.48 /hr |
| Base Laborer Hourly Rate | $38.05 /hr |
| Lab Rate incl Bdn, Escal | $79.64 /hr |

| GENERAL CONDITIONS | M & E | LABOR | TOTAL |
|---|---|---|---|
| Project Staffing | 4,050 | 150,025 | 154,075 |
| Field Offices & Sheds | 2,200 | 0 | 2,200 |
| Misc General Expenses | 1,000 | 0 | 1,000 |
| Subtotal General Conditions | 7,250 | 150,025 | 157,275 |
| **Grand Total General Conditions** | | | **157,275** |

| GENERAL REQUIREMENTS | M & E | LABOR | TOTAL |
|---|---|---|---|
| Utility Services | 0 | 0 | 0 |
| Project Clean-Up | 0 | 0 | 0 |
| Quality Management Program | 0 | 0 | 0 |
| Safety Program | 900 | 0 | 900 |
| Equipment | 0 | 0 | 0 |
| Jobsite Control & Security | 0 | 0 | 0 |
| Jobsite Services | 0 | 0 | 0 |
| Subtotal General Requirements | 900 | 0 | 900 |
| **Grand Total General Requirements** | | | **900** |

**Grand Total General Conditions & Requirements** **158,175**

# General Conditions

| VP Code | ITEM / DESCRIPTION | QTY | UNIT | M&E $/UNIT | M & E | LABOR $/UNIT | LABOR | TOTAL | REMARKS |
|---|---|---|---|---|---|---|---|---|---|
| | **PROJECT STAFFING** | | | | | | | | |
| | **Site Supervision** | | | | | | | | |
| 01-3110 | Field Superintendent | 9 | wks | 250.00 | 2,250 | 7,534.80 | 67,813 | 70,063 | $250/wk car allowance incl. |
| 01-3111 | Ass't. Superintendent | 9 | wks | 200.00 | 1,800 | 3,265.08 | 29,386 | 31,186 | 20 hours/ week |
| 01-3120 | Senior Superintendent | 9 | wks | | 0 | | 0 | 0 | |
| | **Project Management** | | | | | | | | |
| 01-3130 | Vice President | 2 | mos | | 0 | 0.00 | 0 | 0 | |
| 01-3130 | Project Executive / Director | 0 | mos | | 0 | 7,794.00 | 0 | 0 | 8 hours/ week |
| 01-3140 | Senior Project Manager | 2 | mos | | 0 | 17,320.00 | 34,640 | 34,640 | 20 hours/ week |
| 01-3150 | Project Manager (Cahill) | 2 | mos | | 0 | 0.00 | 0 | 0 | |
| 01-3160 | Asst. Project Manager (FOCON) | 0 | mos | | 0 | | 0 | 0 | |
| 01-3170 | Project Engineer | 2 | mos | | 0 | 9,093.00 | 18,186 | 18,186 | 20 hours/ week |
| 01-3180 | Project Interns | 2 | mos | | 0 | | 0 | 0 | |
| 01-3191 | BIM / Revit Technician (D. Lam) | 2 | mos | | 0 | | 0 | 0 | Include on MEPS Lines |
| 01-3196 | BIM / Revit Technician Consultant | 2 | mos | | 0 | | 0 | 0 | Include on MEPS Lines |
| | Project Estimator | 2 | mos | | 0 | | 0 | 0 | |
| 01-3199 | MEPS Coordinator | 2 | mos | | 0 | | 0 | 0 | |
| 01-3184 | Field Admin Staff / Project Coordinator | 2 | mos | | 0 | | 0 | 0 | |
| 01-3197 | SBE / Local Hire Consultant | 2 | mos | | 0 | | 0 | 0 | |
| 01-3197 | Local Hire Labor Consultant - D. Ma | 2 | mos | | 0 | | 0 | 0 | |
| 01-3185 | Project Accountant | 2 | mos | | 0 | | 0 | 0 | |
| 01-319x | Scheduling Consultant | 0 | ls | 10,000.00 | 0 | | 0 | 0 | Assume not required |
| | IT Support | 2 | mos | | 0 | | 0 | 0 | |
| | **TOTAL PROJECT STAFFING** | | | | **4,050** | | **150,025** | **154,075** | |
| | **FIELD OFFICES & SHEDS** | | | | | | | | |
| 01-5213 | Field Office & Shed Rental | 0 | mos | 1,500.00 | 0 | | 0 | 0 | Basic job office |
| 01-5213 | Furniture / Office Equip | 0 | ls | 500.00 | 0 | | 0 | 0 | Minimal |
| 01-5214 | Field Offices & Shed Delivery & Removal | 0 | ls | 1,000.00 | 0 | | 0 | 0 | Mob / Demob |
| 01-5214 | Connect Trailer Utilities - Phone, Power, Water | 0 | ls | 4,000.00 | 0 | | 0 | 0 | |
| 01-5221 | Telephone & Mobile Phones | 2 | mos | 450.00 | 900 | | 0 | 900 | |
| 01-5222 | Drinking Water | 2 | mos | 150.00 | 300 | | 0 | 300 | |
| 01-5222 | Office Supplies | 2 | mos | 150.00 | 300 | | 0 | 300 | |
| 01-5223 | Copier / Printer - Incl Ink & Paper | 2 | mos | 350.00 | 700 | | 0 | 700 | |
| 01-5222 | Computers & IT - Equipment | 0 | ls | 500.00 | 0 | | 0 | 0 | |
| 01-5222 | Allow "IT Station" (Laptop & Printer) for subs | | ls | | 0 | | 0 | 0 | |
| 01-5800 | Project Sign | 0 | ea | 1,500.00 | 0 | | 0 | 0 | |
| 01-9920 | Security Containers | 0 | mos | 500.00 | 0 | | 0 | 0 | |
| | **TOTAL FIELD OFFICES & SHEDS** | | | | **2,200** | | **0** | **2,200** | |
| | **GENERAL EXPENSES** | | | | | | | | |
| | **Agency Fees** | | | | | | | | |
| 01-4100 | Building Permit | | ls | | 0 | | 0 | 0 | Exclude - By Owner |
| 01-4110 | CAL/OSHA Permit | 0 | ls | 250.00 | 0 | | 0 | 0 | |
| 01-4130 | Street Closure / Special Traffic Permits | | ls | | 0 | | 0 | 0 | |
| 01-4140 | Street Space Permit | | ls | | 0 | | 0 | 0 | Exclude - By Owner |
| 01-0080 | Bonds for Street Excavations | | ls | | 0 | | 0 | 0 | |
| | **Miscellaneous Items** | | | | | | | | |
| 01-5224 | Messenger Delivery Service / Postage | 0 | wks | 200.00 | 0 | | 0 | 0 | |
| 01-5231 | Travel, Incl. Mileage, Bridge Toll | 0 | mos | 500.00 | 0 | | 0 | 0 | |
| 01-5232 | Parking (for General Conditions only) | 2 | mos | 0.00 | 0 | | 0 | 0 | Trade Parking on line items |
| | Entertainment / Ceremonies | | ls | | 0 | | 0 | 0 | |
| 01-5240 | Print Drawings / Blueprints | 0 | mos | | 0 | | 0 | 0 | Assume not required |
| 01-5240 | Plan Grid Fees | | ls | 2,000.00 | 0 | | 0 | 0 | Not used after 12/2021, add tech fee |
| 01-5240 | Procore PM Software Fees | 0 | ls | 225.00 | 0 | | 0 | 0 | In tech fee |
| 01-5240 | Primavera P6 Schedule Software Fees | 0 | ls | 15,000.00 | 0 | | 0 | 0 | In tech fee |
| 01-5241 | Draft As-Builts | 0 | ls | 5,000.00 | 0 | | 0 | 0 | By PM in procore |
| 01-319x | Final Audit - Accounting Time | | ls | | 0 | | 0 | 0 | |
| 01-5250 | Other Misc. General Expenses | 1 | ls | 1,000.00 | 1,000 | | 0 | 1,000 | |
| | **TOTAL GENERAL EXPENSES** | | | | **1,000** | | **0** | **1,000** | |

# General Requirements

| VP Code | ITEM / DESCRIPTION | QTY | UNIT | M&E $/UNIT | M & E | LABOR $/UNIT | LABOR | TOTAL | REMARKS |
|---|---|---|---|---|---|---|---|---|---|
| | **UTILITY SERVICES** | | | | | | | | |
| | **Electrical** | | | | | | | | |
| 01-5113 | Electrical Consumption | 0 | mos | 750.00 | 0 | | 0 | 0 | By electrical sub |
| 01-5114 | Temp Elec Service - PG & E Fees | 2 | mos | | 0 | | 0 | 0 | use existing power |
| 01-5114 | Temp Elec Service - Cahill Costs | 2 | mos | | 0 | | 0 | 0 | use existing power |
| 01-5114 | Set up Temp Elec - X-frmr, Panels | | ls | | 0 | | 0 | 0 | use existing power |
| 01-5114 | Set up Temp Elec - Lights, Spider Boxes | 0 | mos | 2,500.00 | 0 | | 0 | 0 | By electrical sub |
| 01-9904 | Temp Elec Equipment Rental | 2 | mos | | 0 | | 0 | 0 | direct trade cost |
| 01-5114 | Set Up Temp Elec Generator | | ls | | 0 | | 0 | 0 | direct trade cost |
| 01-5114 | Temp Generator - Rental, Fuel & Service | 2 | mos | | 0 | | 0 | 0 | direct trade cost |
| | **Water** | | | | | | | | |
| 01-5136 | Water Consumption | 0 | mos | 1,000.00 | 0 | | 0 | 0 | By plumbing sub |
| 01-5137 | Set Up Temp Water | | ls | | 0 | | 0 | 0 | direct trade cost |
| 01-5129 | **Gasoline, Diesel, Oil** | 2 | mos | | 0 | | 0 | 0 | |
| | **TOTAL UTILITY SERVICES** | | | | **0** | | **0** | **0** | |
| | **PROJECT CLEAN-UP** | | | | | | | | |
| 01-7410 | Debris Boxes | 9 | wks | | 0 | | 0 | 0 | By trades |
| 01-9906 | Misc. Clean-up Materials | 9 | wks | | 0 | | 0 | 0 | By trades |
| 01-7413 | Clean-up Job Offices | 9 | wks | | 0 | | 0 | 0 | by Super / PE |
| 01-7413 | Clean-up Building (Interim) | 9 | wks | | 0 | | 0 | 0 | By trades |
| 01-7416 | Clean-up Site | 9 | wks | | 0 | | 0 | 0 | By trades |
| | Sub Clean-up | N/A | | | | | | | Trade Cleanup by Subs |
| 01-7416 | Street / Garage Sweepers | | ls | | 0 | | 0 | 0 | direct trade cost |
| 01-9906 | Rubbish Chutes | | ls | | 0 | | 0 | 0 | direct trade cost |
| 01-7423 | Final Clean Up / Janitorial | N/A | | | | | | | Incl in Line Items |
| | **TOTAL CLEAN-UP** | | | | **0** | | **0** | **0** | |
| | **QUALITY MANAGEMENT PROGRAM** | | | | | | | | |
| | **QA / QC Staff** | | | | | | | | |
| 01-4500 | QA / QC Manager - On Site Services only | 9 | wks | | 0 | | 0 | 0 | by Super / PM team |
| 01-4500 | QA / QC Carpenter - Onsite Labor | 9 | wks | | 0 | | 0 | 0 | direct trade cost |
| 01-4500 | QA / QC Admin | 9 | wks | | 0 | | 0 | 0 | |
| | **Exterior Skin** | | | | | | | | |
| 01-4500 | Framing Inspections / Verification | | ls | | 0 | | 0 | 0 | direct trade cost |
| 01-4520 | Window Testing & Inspections | | ls | | 0 | | 0 | 0 | direct trade cost |
| 01-4540 | Roof Flood Testing & Inspections | | ls | | 0 | | 0 | 0 | direct trade cost |
| 01-4550 | Exterior Skin Mockup | | ls | | 0 | | 0 | 0 | direct trade cost |
| | **Interior** | | | | | | | | |
| 01-4560 | Interior Unit Mockups | | ls | | 0 | | 0 | 0 | N/A - not residential |
| 01-4560 | Misc Finish Mockups | | ls | | 0 | | 0 | 0 | direct trade cost |
| 01-4560 | First in Place Work Inspections | | ls | | 0 | | 0 | 0 | direct trade cost |
| | **TOTAL QA / QC** | | | | **0** | | **0** | **0** | |

# General Requirements

| VP Code | ITEM / DESCRIPTION | QTY | UNIT | M&E $/UNIT | M & E | LABOR $/UNIT | LABOR | TOTAL | REMARKS |
|---|---|---|---|---|---|---|---|---|---|
| | **SAFETY PROGRAM** | | | | | | | | |
| | **Safety Personnel** | | | | | | | | |
| 01-3500 | Area Safety Manager | | wks | | 0 | | 0 | 0 | Included in our burden rate |
| 01-3500 | Jobsite Safety Coordinator | 9 | wks | | 0 | | 0 | 0 | direct trade cost |
| 01-3500 | On Site Safety Carpenter | 9 | wks | | 0 | | 0 | 0 | direct trade cost |
| 01-3500 | On Site Safety Laborer | 9 | wks | | 0 | | 0 | 0 | direct trade cost |
| | **Pandemic Personnel and Costs** | | | | | | | | If applicable |
| 01-3600 | Covid Safety Compliance Monitor (SCO) | 0 | wks | | 0 | | 0 | 0 | Incl'd in estimate w/ direct costs (Line 51) |
| 01-3400 | Social Distance Monitor | | wks | | 0 | | 0 | 0 | Incl'd in estimate w/ direct costs (Line 51) |
| 01-3400 | Clean & Disinfect Personnel (Laborer) | | wks | | 0 | | 0 | 0 | Incl'd in estimate w/ direct costs (Line 51) |
| 01-3400 | Cleaning Supplies - Disinfectant, Wipes, Signs, etc. | | mo | | 0 | | 0 | 0 | Incl'd in estimate w/ direct costs (Line 51) |
| | **Site Specific Safety Costs** | | | | | | | | |
| 01-3530 | Safety Training - Job Specific | | ls | | 0 | | 0 | 0 | Staff Training Incl in Ins Rate |
| 01-9909 | Safety Gear & Equipment (PPE) | 1 | ls | 300.00 | 300 | | 0 | 300 | Hardhats, Vests, Rain Gear, Eyeglasses, etc |
| 01-9909 | Safety Materials | 1 | ls | 400.00 | 400 | | 0 | 400 | Misc Materials (Shade structures, lumber, other mis |
| 01-9909 | First Aid & Onsite Safety Services | | ls | | 0 | | 0 | 0 | Incl. above |
| 01-9909 | Fire Extinguishers | 1 | ea | 200.00 | 200 | | 0 | 200 | |
| | **OSHA Railings** | | | | | | | | |
| 01-5610 | Building Exterior | | lf | | 0 | | 0 | 0 | Incl on Trade Line Items |
| 01-5610 | Building Interior Openings | | lf | | 0 | | 0 | 0 | Incl on Trade Line Items |
| 01-5610 | Building Stairs | | lf | | 0 | | 0 | 0 | Incl on Trade Line Items |
| 01-5610 | Trenches, Open Excavations | | lf | | 0 | | 0 | 0 | Incl on Trade Line Items |
| 01-5610 | Maintain / Remove Handrails | | wks | | 0 | | 0 | 0 | Incl on Trade Line Items |
| | **TOTAL SAFETY PROGRAM** | | | | **900** | | **0** | **900** | |
| | **EQUIPMENT** | | | | | | | | |
| | **Small Tools & Equipment** | | | | | | | | |
| 01-9908 | Radios | 0 | mos | 350.00 | 0 | | 0 | 0 | Assume none |
| 01-9920 | Small Tools & Equipment | 0 | mos | 1,500.00 | 0 | | 0 | 0 | Subcontractor credit |
| | **Hoisting / Crane Service** | | | | | | | | |
| 01-5430 | Tower Crane | | ls | | 0 | | 0 | 0 | Trade Line Item (See Separate Tab Sheet) |
| 01-5440 | Rigging Foreman / Pick Zone Supervisor | | wks | | 0 | | 0 | 0 | Incl by Trades |
| 01-9913 | Mobile Crane | | ls | | 0 | | 0 | 0 | Incl by Trades |
| | **Personnel & Material Hoists** | | | | | | | | |
| 01-5416 | Personnel Hoist | | ls | | 0 | | 0 | 0 | Trade Line Item (See Separate Tab Sheet) |
| 01-9913 | Material Hoist | | ls | | 0 | | 0 | 0 | Trade Line Item (See Separate Tab Sheet) |
| 01-5413 | Temp Elevator Operator | | wks | | 0 | | 0 | 0 | |
| | **Scaffolding** | | | | | | | | |
| 01-5450 | Exterior Scaffold | | ls | | 0 | | 0 | 0 | Trade Line Item (See Separate Tab Sheet) |
| 01-5452 | Interior Scaffold | | ls | | 0 | | 0 | 0 | Trade Line Item (See Separate Tab Sheet) |
| 01-5601 | Pedestrian Canopy (if required) | 9 | wks | | 0 | | 0 | 0 | Trade Line Item (See Separate Tab Sheet) |
| | **TOTAL EQUIPMENT** | | | | **0** | | **0** | **0** | |
| | **JOBSITE CONTROL & SECURITY** | | | | | | | | |
| | **Traffic & Pedestrian Control / Flagging** | | | | | | | | |
| 01-5600 | Perimeter Fences & Gates | 0 | lf | 30.00 | 0 | | 0 | 0 | By subcontractor |
| 01-5601 | Pedestrian Barricades / Temp Walkway | | ls | | 0 | | 0 | 0 | Allow for Temp Conditions |
| 01-5500 | Flagging for Deliveries / Traffic Control | 9 | wks | | 0 | | 0 | 0 | Incl by Trades |
| 01-5800 | Temp Signs / Wayfinding | | ls | | 0 | | 0 | 0 | Incl by Trades |
| 01-9910 | Flashing Arrowboards / Lights | | ls | | 0 | | 0 | 0 | Incl by Trades |
| 01-9920 | Temp Locks & Security Materials | | ls | | 0 | | 0 | 0 | Locks, Fencing, Storage |
| | **Jobsite Security Service** | | | | | | | | |
| 01-5640 | Guard Service - Off Hour Guard Service | 0 | wks | 29,624.00 | 0 | | 0 | 0 | Trade Line Item |
| 01-5650 | Guard Service - Cameras, Roving Guard | 0 | mos | 4,000.00 | 0 | | 0 | 0 | Trade Line Item |
| | **TOTAL JOBSITE CONTROL & SECURITY** | | | | **0** | | **0** | **0** | |

## General Requirements

| VP Code | ITEM / DESCRIPTION | QTY | UNIT | M&E $/UNIT | M & E | LABOR $/UNIT | LABOR | TOTAL | REMARKS |
|---|---|---|---|---|---|---|---|---|---|
| | **JOBSITE SERVICES** | | | | | | | | |
| | **Sanitation** | | | | | | | | |
| 01-5219 | Chemical Toilets / Wash Stations | 0 | mos | 2,000.00 | 0 | | 0 | 0 | |
| 01-5219 | Hoist and Empty Toilets at Upper Floors | 2 | mos | | 0 | | 0 | 0 | N/A |
| | **Weather Protection / Environmental Controls** | | | | | | | | |
| 07-5020 | Temp Roofing / Waterproofing | | | | 0 | | 0 | 0 | Incl on Trade Line Items |
| 01-9905 | Temp Heat / Air / Dehumidifiers | | | | 0 | | 0 | 0 | Incl on Trade Line Items |
| 01-5750 | Pumping / Rainwater Mgt | | | | 0 | | 0 | 0 | Incl on Trade Line Items |
| 01-5700 | SWPPP | NA | | | | | | | Incl on Trade Line Items |
| | **Layout & Surveying** | | | | | | | | |
| 01-7100 | Outside Surveyor | | days | | 0 | | 0 | 0 | Incl on Trade Line Items |
| 01-3200 | Progress Photos / Multivista | | ls | | 0 | | 0 | 0 | Incl on Trade Line Items |
| 01-7110 | Adjacent Building Surveying & Monitoring | | wks | | 0 | | 0 | 0 | Incl on Trade Line Items |
| 01-7130 | Layout Carpenter (General) | 9 | wks | | 0 | | 0 | 0 | Incl on Trade Line Items |
| 02-0010 | TV Sewer Survey | | ls | | 0 | | 0 | 0 | Incl on Trade Line Items |
| | **Temporary Protection** | | | | | | | | |
| 01-5620 | Dustproof Partitions | | ls | | 0 | | 0 | 0 | Incl on Trade Line Items |
| 01-5620 | Maintain Temporary Protection | | wks | | 0 | | 0 | 0 | Incl on Trade Line Items |
| 01-5620 | Finished Work | | ls | | 0 | | 0 | 0 | Incl on Trade Line Items |
| 01-5620 | Line Elevator Cabs & Jambs | | ls | | 0 | | 0 | 0 | Incl on Trade Line Items |
| 01-5620 | Adjacent Building Protection | | ls | | 0 | | 0 | 0 | Incl on Trade Line Items |
| 01-5620 | Temp Protect Sitework | | ls | | 0 | | 0 | 0 | Incl on Trade Line Items |
| 01-5620 | Tub / Shower Protection | | ea | | 0 | | 0 | 0 | Incl on Trade Line Items |
| | **Project Plant Setup & Maintanance** | | | | | | | | |
| 01-5220 | Plant Maintenance | 0 | wks | 150.00 | 0 | | 0 | 0 | Labor included in project clean-up line |
| 01-5230 | Yard Deliveries | 0 | wks | | 0 | 398.19 | 0 | 0 | Allow 5 hrs / week |
| 01-5300 | Temporary Stairs / Ladders | | ls | | 0 | | 0 | 0 | Incl on Trade Line Items |
| 10-8100 | Pest Control (during construction) | | mos | | 0 | | 0 | 0 | Incl on Trade Line Items |
| 01-5260 | Phasing Allowance (based on job) | | | | | | | | |
| | **Post Construction Services** | | | | | | | | |
| 01-7813 | Punchlist (Staff Only) - Carp / Supervision | | wks | | 0 | | 0 | 0 | Incl on Trade Line Items |
| 01-7812 | Trade Damage | | units | | 0 | | 0 | 0 | Incl on Trade Line Items |
| 01-9000 | Commissioning | | ls | | 0 | | 0 | 0 | most likely by subs & in the trades |
| 01-8000 | Warranty / Call Back Administration | 0 | ls | | 0 | | 0 | 0 | Not requested in RFP |
| | **TOTAL JOBSITE SERVICES** | | | | **0** | | **0** | **0** | |

AZUL works, inc.

1400 Egbert Avenue
San Francisco, CA 94124

Tel 415-558-1507
CA License A, B, C #780074
DIR #1000003862

August 8, 2025
rev 10/15/2025

Katie McLelland
Cahill Contractors
425 California Street Ste. 2200
San Francisco CA 94104

RE: OUSD Fremont High School Drilled Pier Scope
June 30 2025 DSA Approved Drawing Modifications

Katie:

Our change order cost proposal is as follows:

**Total Cost For Changes related to DSA Approved Drawings:** **$ 357,514.00**

Revised Scope Includes:

- Requirement to pour all shoring holes within 24 hrs. of being drilled per Soldier Pile Installation Sequence Note # 2 on drawing 2-S0.01
- Credit for one each shoring beam installation (43 total in lieu of 44)
- Increased shoring pier diameter pier # 8 - # 36 per "Drilled Pier and Soldier Pile Schedule"
- Increased beam sizes per "Drilled Pier and Soldier Pile Schedule"
- Increased lagging size
- Increased cost of galvanizing
- Added rebar cages at all 43 soldier piles per Detail 2 / 2-S5.05 "Typ. Soldier Pile Detail Below Walls"
- Additional 1,576 welded steel studs per Detail 2 / 2-S5.05 "Typ. Soldier Pile Detail Below Walls"
- Revised shop drawings
- Added angle iron detail 12 / 2-S5.05 "Wall Plan at Outside Corners

Conditions / Clarifications:

- Bid expires after 90 days
- All costs are based on an 8-hour day, Monday through Friday. All over-time costs to be covered by others

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- This change order pricing is based upon the assumption that the top 8' of lagging is 4" x 12" boards and the lower 4' is 6" x 12". There is a lot of differing information on the plans regarding this item.

Exclusions

- Survey monitoring requirement shown on drawing 2-S0.01
- Grout behind lagging per Soldier Pile Installation Sequence Note # 5 on drawing 2-S0.01
- Concrete strength testing.
- Any demolition of existing footings
- Monitoring / surveying of existing structures
- As-built requirements per Soldier Pile Notes # 4 on drawing 2-S0.01
- Working in inclement weather and conditions resulting from inclement weather
- Temporary fencing and portable toilets
- Third party testing or inspection
- Survey, Layout, and As-Builts
- Bonds
- Temporary water and any costs associated with recycled water
- Any item not specifically included is considered excluded

Thank you for the opportunity to provide this bid. Please call me at (415) 748-0733 if you have any questions or need clarifications.

Thank you,

Polat Shamyradov

Azul Works

**OUSD DRILLED PIERS**

| | |
|---|---|
| Original Bid Scope | $ 346,750.00 |
| Revised Scope DSA Drawings: | $ 704,264.00 |
| **Delta:** | **$ 357,514.00** |

OUSD

SCOPE: Shoring - Bid Scope

QUANTITY 1.0 LS

| WORK ITEMS | QUANT | UNIT | TONS | DURATIONS |
|---|---|---|---|---|
| Drill Holes - 2' diameter | 44 | EA | | 8 |
| Install Beams | 44 | EA | | 5 |
| Pour Concrete | 128.0 | CY | | 2 |
| | | | | 15 |
| Install Lagging - 3 x 12 | 166.9 | BAYS | | 4.2 |
| Install Lagging - 4 x 12 | 143.0 | BAYS | | 3.6 |
| | | | | 7.7 |

| LABOR COSTS | | | | |
|---|---|---|---|---|
| DRILLING | 15 | DAYS | $ 3,400.00 | $ 51,000.00 |
| LAGGING: | 7.7 | DAYS | $ 2,640.00 | $ 20,451.75 |
| WELDER | 18 | DAYS | $ 800.00 | $ 14,251.25 |
| **LABOR:** | | | | **$ 85,703.00** |

| EQUIPMENT COSTS | | | | |
|---|---|---|---|---|
| DRILLING | 15 | DAYS | $ 2,640.00 | $ 39,600.00 |
| LAGGING: | 7.7 | DAYS | $ 800.00 | $ 6,197.50 |
| WELDING RIG | 18 | DAYS | $ 575.00 | $ 10,243.09 |
| **EQUIPMENT:** | | | | **$ 56,040.59** |

| PURCHASE MATERIALS | Quantity | UOM | Unit Cost | Total Cost |
|---|---|---|---|---|
| BEAMS | 1.0 | LS | $ 51,337.00 | $ 51,337.00 |
| GALVANIZING: | 57025.0 | LBS. | $ 0.35 | $ 19,958.75 |
| LAGGING TOP 4' 3 x 12 | 1335.0 | LF | $ 6.00 | $ 8,010.00 |
| LAGGING 4'-8' 4 x 12: | 920.0 | LF | $ 8.00 | $ 7,360.00 |
| LAGGING 8'-10' 4 x 12: SELECT STRUCTURAL | 224.0 | LF | $ 8.00 | $ 1,792.00 |
| CONCRETE | 128.0 | CY | $ 250.00 | $ 32,001.85 |
| STUDS: | 285.0 | EA | $ 15.00 | $ 4,275.38 |
| **TOTAL MATERIALS** | | | | **$ 124,734.98** |

| TRUCKING | Quantity | UOM | Unit Cost | Total Cost |
|---|---|---|---|---|
| Move Beams To yard & jobsite | 24.0 | Hrs. | $ 150.00 | $ 3,600.00 |
| Mobilize to Jobsite | 2.0 | EA | $ 5,000.00 | $ 10,000.00 |
| **TOTAL TRUCKING:** | | | | **$ 13,600.00** |

| SUBCONTRACTORS | Quantity | UOM | Unit Cost | Total Cost |
|---|---|---|---|---|
| PUMP | 2.0 | EA | $ 2,000.00 | $ 4,000.00 |
| | | | | $ - |
| **TOTAL SUBCONTRACTORS:** | | | | **$ 4,000.00** |

**TOTAL COST:** **$ 284,078.56**

**WITH MARKUP** **$ 346,750.00**

| DRILLING CREW LABOR: | | |
|---|---|---|
| OPERATOR FOREMAN: | $ | 140.00 |
| LABORER: | $ | 95.00 |
| LABORER. | $ | 95.00 |
| LABORER. | $ | 95.00 |
| TOTAL HRLY: | $ | 425.00 |
| DAILY: | $ | 3,400.00 |

| DRILLING CREW EQUIP: | | |
|---|---|---|
| TOOL TRUCK: | $ | 30.00 |
| EXC. | $ | 70.00 |
| SKID-STEER | $ | 50.00 |
| DRILL RIG | $ | 180.00 |
| TOTAL HRLY: | $ | 330.00 |
| DAILY: | $ | 2,640.00 |

| LAGGING CREW LABOR | | |
|---|---|---|
| OPERATOR FOREMAN: | $ | 140.00 |
| LABORER: | $ | 95.00 |
| LABORER. | $ | 95.00 |
| TOTAL HRLY: | $ | 330.00 |
| DAILY: | $ | 2,640.00 |

| LAGGING CREW EQUIP | | |
|---|---|---|
| TOOL TRUCK: | $ | 30.00 |
| EXC. | $ | 70.00 |
| TOTAL HRLY: | $ | 100.00 |
| DAILY: | $ | 800.00 |

OUSD

SCOPE: Shoring - Bid Scope

QUANTITY 1.0 LS

| WORK ITEMS | QUANT | UNIT | TONS | DURATIONS |
|---|---|---|---|---|
| Drill Holes - 2' diameter | 14 | EA | | 2.5 |
| Drill Holes - 2.5' diameter | 29 | EA | | 9.5 |
| Install Beams | 43 | EA | | 5 |
| Install Cages | 43 | EA | | 4 |
| Pour Concrete | 172.6 | CY | | 4 |
| Install Cages | 43 | EA | | 4 |
| | | | | 29 |
| Install Lagging - 4 x 12 | 166.9 | BAYS | | 4.2 |
| Install Lagging - 6 x 12 | 143.0 | BAYS | | 4.8 |
| Install galvanized angle at corners (5 ea) | 39.8 | LF | | 2.0 |
| | | | | 8.9 |

| LABOR COSTS | | | | |
|---|---|---|---|---|
| DRILLING | 29 | DAYS | $ 2,917.52 | $ 84,608.08 |
| LAGGING: | 8.9 | DAYS | $ 2,271.44 | $ 20,303.36 |
| WELDER | 116 | DAYS | $ 800.00 | $ 93,050.00 |
| **LABOR:** | | | | **$ 197,961.44** |

| EQUIPMENT COSTS | | | | |
|---|---|---|---|---|
| DRILLING | 29 | DAYS | $ 2,640.00 | $ 76,560.00 |
| LAGGING: | 8.9 | DAYS | $ 800.00 | $ 7,150.83 |
| WELDING RIG | 116 | DAYS | $ 575.00 | $ 66,879.69 |
| **EQUIPMENT:** | | | | **$ 150,590.52** |

| PURCHASE MATERIALS | Quantity | UOM | Unit Cost | Total Cost |
|---|---|---|---|---|
| BEAMS | 1.0 | LS | $ 109,227.92 | $ 109,227.92 |
| GALVANIZING: | 112490.0 | LBS. | $ 0.35 | $ 39,371.50 |
| LAGGING TOP 4' 4 x 12 | 1335.0 | LF | $ 8.00 | $ 10,680.00 |
| LAGGING 4'-8' 6 x 12: | 920.0 | LF | $ 10.00 | $ 9,200.00 |
| LAGGING 8'-10' 6 x 12 | 224.0 | LF | $ 10.00 | $ 2,240.00 |
| CONCRETE | 172.6 | CY | $ 250.00 | $ 43,138.86 |
| STUDS: | 1861.0 | EA | $ 15.00 | $ 27,915.00 |
| REV SHOP DRAWINGS: | 1.0 | EA | $ 2,500.00 | $ 2,500.00 |
| REBAR CAGES | 1.0 | LS | $ 14,818.70 | $ 14,818.70 |
| GALV ANGLE L4 x 4 x 1/4 | 39.8 | LF | $ 25.00 | $ 995.75 |
| **TOTAL MATERIALS** | | | | **$ 260,087.73** |

| TRUCKING | Quantity | UOM | Unit Cost | Total Cost |
|---|---|---|---|---|
| Move Beams To yard & jobsite | 24.0 | Hrs. | $ 150.00 | $ 3,600.00 |
| Mobilize to Jobsite | 2.0 | EA | $ 5,000.00 | $ 10,000.00 |
| **TOTAL TRUCKING:** | | | | **$ 13,600.00** |

| SUBCONTRACTORS | Quantity | UOM | Unit Cost | Total Cost |
|---|---|---|---|---|
| PUMP | 12.0 | EA | $ 1,500.00 | $ 18,000.00 |
| | | | | $ - |
| **TOTAL SUBCONTRACTORS:** | | | | **$ 18,000.00** |

| | |
|---|---|
| **TOTAL COST:** | **$ 640,239.69** |
| **WITH MARKUP** | **$ 704,264.00** |

| DRILLING CREW LABOR: | |
|---|---|
| OPERATOR FOREMAN: | $ 122.41 |
| LABORER: | $ 80.76 |
| LABORER. | $ 80.76 |
| LABORER. | $ 80.76 |
| TOTAL HRLY: | $ 364.69 |
| DAILY: | $ 2,917.52 |

| DRILLING CREW EQUIP: | |
|---|---|
| TOOL TRUCK: | $ 30.00 |
| EXC. | $ 70.00 |
| SKID-STEER | $ 50.00 |
| DRILL RIG | $ 180.00 |
| TOTAL HRLY: | $ 330.00 |
| DAILY: | $ 2,640.00 |

| LAGGING CREW LABOR | |
|---|---|
| OPERATOR FOREMAN: | $ 122.41 |
| LABORER: | $ 80.76 |
| LABORER. | $ 80.76 |
| TOTAL HRLY: | $ 283.93 |
| DAILY: | $ 2,271.44 |

| LAGGING CREW EQUIP | |
|---|---|
| TOOL TRUCK: | $ 30.00 |
| EXC. | $ 70.00 |
| TOTAL HRLY: | $ 100.00 |
| DAILY: | $ 800.00 |

Project: **OAKLAND UNIFIED SCHOOL DISTRICT**
OAKLAND, CA

**SOURCE: DIR** 2025-2

Issue Date: 30-Jun-25
Expiration Date: 30-May-26

Date Prepared: 7-Jul-25

## OPERATING ENGINEER (BUILDING CONSTRUCTION)

WAGE RATES MARKUPS & INDIRECTS.

| | | JM | 1.5OT | 2OT | FM | FM | 2nd Shift |
|---|---|---|---|---|---|---|---|
| JOURNEYMAN | | HR. RATE | | | REG | 1.5OT | JM |
| Basic Hourly Rate | | $ 62.69 | $ 94.04 | $ 125.38 | $ 68.96 | $ 103.44 | $ 68.69 |
| Vacation & Holiday | | $ 6.10 | $ 6.10 | $ 6.10 | $ 6.10 | $ 6.10 | $ 6.10 |
| **Taxable Income** | | **$ 68.79** | **$ 100.1** | **$ 131.48** | **$ 75.06** | **$ 109.54** | **$ 74.79** |
| FRINGES: | | | | | | | |
| Health & Welfare | | $ 13.38 | $ 13.38 | $ 13.38 | $ 13.38 | $ 13.38 | $ 13.38 |
| Pension | | $ 12.28 | $ 12.28 | $ 12.28 | $ 12.28 | $ 12.28 | $ 12.28 |
| Vacation/Holiday | | Included Above | | | | | $ - |
| Training | | $ 1.31 | $ 1.31 | $ 1.31 | $ 1.31 | $ 1.31 | $ 1.31 |
| Other Payments | | $ 1.62 | $ 1.62 | $ 1.62 | $ 1.62 | $ 1.62 | $ 1.62 |
| TOTAL FRINGES | | $ 28.59 | $ 28.59 | $28.59 | $ 28.59 | $ 28.59 | $ 28.59 |
| TOTAL - WAGE + FRINGES | | $ 97.38 | $ 128.73 | $ 160.07 | $ 103.65 | $ 138.13 | $ 103.38 |
| LABOR BURDEN/PAYROLL TAXES: (Applied to Taxable Hourly Rate) | | | | | | | |
| SSI | 6.20% | $ 4.26 | $ 6.21 | $ 8.15 | $ 4.65 | $ 6.79 | $ 4.64 |
| Medicare | 1.45% | $ 1.00 | $ 1.45 | $ 1.91 | $ 1.09 | $ 1.59 | $ 1.08 |
| FUTA | 1.20% | $ 0.83 | $ 1.20 | $ 1.58 | $ 0.90 | $ 1.31 | $ 0.90 |
| SUI | 6.20% | $ 4.26 | $ 6.21 | $ 8.15 | $ 4.65 | $ 6.79 | $ 4.64 |
| Employment Training Tax | 0.10% | $ 0.07 | $ 0.10 | $ 0.13 | $ 0.08 | $ 0.11 | $ 0.07 |
| Workmen's Comp | 9.85% | $ 6.78 | $ 9.86 | $ 12.95 | $ 7.39 | $ 10.79 | $ 7.37 |
| TOTAL INS. & TAXES | 25.00% | $ 17.20 | $ 25.03 | $ 32.87 | $ 18.76 | $ 27.38 | $ 18.70 |
| TOTAL - RATES & FRINGES, INS.TAXES | | $ 114.58 | $ 153.76 | $ 192.94 | $ 122.41 | $ 165.51 | $ 122.08 |

Project: **OAKLAND UNIFIED SCHOOL DISTRICT**
OAKLAND, CA

**SOURCE: DIR** **2025-2**

Issue Date: 30-Jun-25
Expiration Date: 28-Jun-26

Date Prepared: 16-Sep-25

## LABORER - GROUP 3

WAGE RATES MARKUPS & INDIRECTS.

| | | JM | 1.5OT | 2OT | FM | FM | 2nd Shift |
|---|---|---|---|---|---|---|---|
| JOURNEYMAN | | HR. RATE | | | REG | 1.5OT | JM |
| Basic Hourly Rate | DIR | $ 38.90 | $ 58.35 | $ 77.80 | $ 42.79 | $ 64.19 | $ 41.90 |
| Vacation & Holiday | | $ 3.91 | $ 3.91 | $ 3.91 | $ 3.91 | $ 3.91 | $ 3.91 |
| **TAXABLE RATE** | | $ 42.81 | $ 62.26 | $ 81.71 | $ 46.70 | $ 68.10 | $ 45.81 |
| FRINGES: | | | | | | | |
| Health & Welfare | | $ 11.10 | $ 11.10 | $ 11.10 | $ 11.10 | $ 11.10 | $ 11.10 |
| Pension | | $ 15.31 | $ 15.31 | $ 15.31 | $ 15.31 | $ 15.31 | $ 15.31 |
| Vacation/Holiday | | Included Above | | $ - | $ - | $ - | |
| Training | | $ 0.52 | $ 0.52 | $ 0.52 | $ 0.52 | $ 0.52 | $ 0.52 |
| Other Payments | | $ 0.32 | $ 0.32 | $ 0.32 | $ 0.32 | $ 0.32 | $ 0.32 |
| TOTAL FRINGES | | $ 27.25 | $ 27.25 | $27.25 | $ 27.25 | $ 27.25 | $ 27.25 |
| TOTAL - WAGE + FRINGES | | $ 70.06 | $ 89.51 | $ 108.96 | $ 73.95 | $ 95.35 | $ 73.06 |
| **TAXABLE RATE(BASE+VACATION)** | | $42.81 | $62.26 | $81.71 | $46.70 | $68.10 | $ 45.81 |
| LABOR BURDEN/PAYROLL TAXES: (Applied to Taxable Hourly Rate) | | | | | | | |
| SSI | 6.20% | $ 2.65 | $ 3.86 | $ 5.07 | $ 2.90 | $ 4.22 | $ 2.84 |
| Medicare | 1.45% | $ 0.62 | $ 0.90 | $ 1.18 | $ 0.68 | $ 0.99 | $ 0.66 |
| FUTA | 1.20% | $ 0.51 | $ 0.75 | $ 0.98 | $ 0.56 | $ 0.82 | $ 0.55 |
| SUI | 6.20% | $ 2.65 | $ 3.86 | $ 5.07 | $ 2.90 | $ 4.22 | $ 2.84 |
| Employee Training Tax | 0.10% | $ 0.04 | $ 0.06 | $ 0.08 | $ 0.05 | $ 0.07 | $ 0.05 |
| Workmen's Comp | 9.85% | $ 4.22 | $ 6.13 | $ 8.05 | $ 4.60 | $ 6.71 | $ 4.51 |
| TOTAL INS. & TAXES | 25.00% | $ 10.70 | $ 15.57 | $ 20.43 | $ 11.68 | $ 17.02 | $ 11.45 |
| TOTAL - RATES & FRINGES, INS.TAXES | | $ 80.76 | $ 105.08 | $ 129.39 | $ 85.63 | $ 112.37 | $ 84.51 |
| Premium | | | $24.31 | $48.63 | | | $ 3.75 |

ORIGINAL BEAM SCHEDULE

BROWN STRAUSS STEEL
AN EMPLOYEE OWNED COMPANY

Brown Strauss Steel
4315 E. Mariposa Rd.
Stockton CA 95215
United States
209-467-3193

# Quote

**Order No.:** EST0052004
**Quote Date:** 4/1/2025
**Expiration Date:**
**Salesperson:** 208
**Date Wanted:**
**Ship Via:**

**Invoice To:**

AZUL WORKS INC
1400 Egbert Ave
San Francisco CA 94124-3222
United States

Customer #: C004110
Attention:

**Deliver To:**

AZUL WORKS INC
1400 Egbert Ave
San Francisco CA 94124-3222
United States
Phone: 4155581507
Fax: 4155581556

| No. | Description | Pcs | Length | Weight | CWT Price | CFT Price | Each Price | Proc Chg | Amount | Stock |
|---|---|---|---|---|---|---|---|---|---|---|
| 1 | W 12" X 22# - A992 | 1 | 40.000 | 880.0 | 80.60 | 1,773.20 | 709.28 | 0.00 | 709.28 | 62 |
| | 2.000 @ 19' 0 | | | | | | | | | |
| 2 | W 12" X 22# - A992 | 2 | 50.000 | 2,200.0 | 80.60 | 1,773.20 | 886.60 | 0.00 | 1,773.20 | 62 |
| | 1.000 @ 12' 0 | | | | | | | | | |
| | 1.000 @ 13' 0 | | | | | | | | | |
| | 1.000 @ 25' 0 | | | | | | | | | |
| | 1.000 @ 19' 0 | | | | | | | | | |
| | 2.000 @ 15' 0 | | | | | | | | | |
| 3 | W 12" X 22# - A992 | 1 | 60.000 | 1,320.0 | 80.60 | 1,773.20 | 1063.92 | 0.00 | 1,063.92 | 62 |
| | 1.000 @ 13' 0 | | | | | | | | | |
| | 2.000 @ 14' 0 | | | | | | | | | |
| | 1.000 @ 19' 0 | | | | | | | | | |
| 4 | W 12" X 35# - A992 | 1 | 35.000 | 1,225.0 | 80.60 | 2,821.00 | 987.35 | 0.00 | 987.35 | 62 |
| | 1.000 @ 26' 0 | | | | | | | | | |
| 5 | W 12" X 35# - A992 | 4 | 55.000 | 7,700.0 | 80.60 | 2,821.00 | 1551.55 | 0.00 | 6,206.20 | 62 |
| | 2.000 @ 26' 0 | | | | | | | | | |
| | 6.000 @ 27' 0 | | | | | | | | | |
| 6 | W 12" X 50# - A992 | 2 | 35.000 | 3,500.0 | 80.60 | 4,030.00 | 1410.50 | 0.00 | 2,821.00 | 62 |
| | 1.000 @ 34' 0 | | | | | | | | | |
| | 1.000 @ 35' 0 | | | | | | | | | |
| 7 | W 12" X 50# - A992 | 5 | 40.000 | 10,000.0 | 80.60 | 4,030.00 | 1612.00 | 0.00 | 8,060.00 | 62 |
| | 5.000 @ 34' 0 | | | | | | | | | |
| 8 | W 12" X 50# - A992 | 4 | 60.000 | 12,000.0 | 80.60 | 4,030.00 | 2418.00 | 0.00 | 9,672.00 | 62 |
| | 4.000 @ 28' 0 | | | | | | | | | |
| | 2.000 @ 33' 0 | | | | | | | | | |
| | 2.000 @ 27' 0 | | | | | | | | | |

BROWN STRAUSS STEEL
AN EMPLOYEE OWNED COMPANY

Brown Strauss Steel
4315 E. Mariposa Rd.
Stockton CA 95215
United States
209-467-3193

# Quote

**Order No.:** EST0052004
**Quote Date:** 4/1/2025
**Expiration Date:**
**Salesperson:** 208
**Date Wanted:**
**Ship Via:**

**Invoice To:**

AZUL WORKS INC
1400 Egbert Ave
San Francisco CA 94124-3222
United States

Customer #: C004110
Attention:

**Deliver To:**

AZUL WORKS INC
1400 Egbert Ave
San Francisco CA 94124-3222
United States
Phone: 4155581507
Fax: 4155581556

| No. | Description | Pcs | Length | Weight | CWT Price | CFT Price | Each Price | Proc Chg | Amount | Stock |
|---|---|---|---|---|---|---|---|---|---|---|
| 9 | W 12" X 65# - A992 | 1 | 35.000 | 2,275.0 | 84.65 | 5,502.25 | 1925.79 | 0.00 | 1,925.79 | 62 |
| | 1.000 @ 34' 0 | | | | | | | | | |
| | FT STOCK 4-5 DAYS | | | | | | | | | |
| 10 | W 12" X 65# - A992 | 5 | 40.000 | 13,000.0 | 84.65 | 5,502.25 | 2200.90 | 0.00 | 11,004.50 | 62 |
| | 5.000 @ 36' 0 | | | | | | | | | |
| | FT STOCK 4-5 DAYS | | | | | | | | | |
| 11 | W 12" X 65# - A992 | 1 | 45.000 | 2,925.0 | 83.65 | 5,437.25 | 2446.76 | 0.00 | 2,446.76 | 62 |
| | 1.000 @ 36' 0 | | | | | | | | | |

**Conditions:**
1. Material subject to prior sale.
2. Quantity changes may cause change in pricing.
3. Saw cutting tolerance of +/- 1/16".
4. All quotations are subject to change without notice.
5. Please review for errors and omissions.

| | |
|---|---|
| **Sale Amount:** | 46,670.00 |
| **Order Disc( 0.0000%):** | 0.00 |
| **Surcharge:** | N/A |
| **Sales Tax:** | 0.00 |
| **Misc Charges:** | 0.00 |
| **Total Amount:** | 46,670.00 |

PULL HEAT NUMBERS

| | |
|---|---|
| **Total Weight:** | 57,025.00 |

DSA DRAWINGS BEAM SCHEDULE.

BROWN STRAUSS STEEL
AN EMPLOYEE OWNED COMPANY

Brown Strauss Steel
4315 E. Mariposa Rd.
Stockton CA 95215
United States
209-467-3193

# Quote

**Order No.:** EST0054841
**Quote Date:** 8/5/2025
**Expiration Date:**
**Salesperson:** 208
**Date Wanted:**
**Ship Via:**

**Invoice To:**

AZUL WORKS INC
1400 Egbert Ave
San Francisco CA 94124-3222
United States

Customer #: C004110
Attention:

**Deliver To:**

AZUL WORKS INC
1400 Egbert Ave
San Francisco CA 94124-3222
United States
Phone: 4155581507
Fax: 4155581556

| No. | Description | Pcs | Length | Weight | CWT Price | CFT Price | Each Price | Proc Chg | Amount | Stock |
|---|---|---|---|---|---|---|---|---|---|---|
| 1 | W 12" X 50# - A992 | 1 | 20.000 | 1,000.0 | 75.95 | 3,797.50 | 759.50 | 0.00 | 759.50 | 62 |
| | 1.000 @ 18' 0 | | | | | | | | | |
| 2 | W 12" X 50# - A992 | 1 | 25.000 | 1,250.0 | 75.95 | 3,797.50 | 949.38 | 0.00 | 949.38 | 62 |
| | 1.000 @ 24' 0 | | | | | | | | | |
| 3 | W 12" X 50# - A992 | 1 | 40.000 | 2,000.0 | 75.95 | 3,797.50 | 1519.00 | 0.00 | 1,519.00 | 62 |
| | 1.000 @ 18' 0 | | | | | | | | | |
| | 1.000 @ 21' 0 | | | | | | | | | |
| 4 | W 12" X 26# - A992 | 2 | 50.000 | 2,600.0 | 75.95 | 1,974.70 | 987.35 | 0.00 | 1,974.70 | 62 |
| | 2.000 @ 17' 0 | | | | | | | | | |
| | 1.000 @ 16' 0 | | | | | | | | | |
| | 1.000 @ 23' 0 | | | | | | | | | |
| | 2.000 @ 12' 0 | | | | | | | | | |
| 5 | W 12" X 26# - A992 | 1 | 65.000 | 1,690.0 | 75.95 | 1,974.70 | 1283.56 | 0.00 | 1,283.56 | 62 |
| | 1.000 @ 22' 0 | | | | | | | | | |
| | 1.000 @ 18' 0 | | | | | | | | | |
| | 1.000 @ 11' 0 | | | | | | | | | |
| | 1.000 @ 13' 0 | | | | | | | | | |
| 6 | W 12" X 65# - A992 | 3 | 50.000 | 9,750.0 | 77.95 | 5,066.75 | 2533.38 | 0.00 | 7,600.13 | 62 |
| | 4.000 @ 24' 0 | | | | | | | | | |
| | 2.000 @ 25' 0 | | | | | | | | | |
| 7 | W 12" X 152# - A992 | 1 | 35.000 | 5,320.0 | 83.95 | 12,760.40 | 4466.14 | 0.00 | 4,466.14 | 62 |
| | 1.000 @ 34' 0 | | | | | | | | | |
| | FT STOCK 4-5 DAYS TO STOCKTON | | | | | | | | | |
| 8 | W 12" X 136# - A992 | 3 | 35.000 | 14,280.0 | 83.95 | 11,417.20 | 3996.02 | 0.00 | 11,988.06 | 62 |
| | 3.000 @ 34' 0 | | | | | | | | | |
| | LV STOCK 7-10 DAYS TO STOCKTON | | | | | | | | | |
| 9 | W 12" X 136# - A992 | 2 | 35.000 | 9,520.0 | 77.95 | 10,601.20 | 3710.42 | 0.00 | 7,420.84 | 62 |
| | 2.000 @ 35' 0 | | | | | | | | | |

BROWN STRAUSS STEEL
AN EMPLOYEE OWNED COMPANY

Brown Strauss Steel
4315 E. Mariposa Rd.
Stockton CA 95215
United States
209-467-3193

# Quote

**Order No.:** EST0054841
**Quote Date:** 8/5/2025
**Expiration Date:**
**Salesperson:** 208
**Date Wanted:**
**Ship Via:**

**Invoice To:**

AZUL WORKS INC
1400 Egbert Ave
San Francisco CA 94124-3222
United States

Customer #: C004110
Attention:

**Deliver To:**

AZUL WORKS INC
1400 Egbert Ave
San Francisco CA 94124-3222
United States
Phone: 4155581507
Fax: 4155581556

| No. | Description | Pcs | Length | Weight | CWT Price | CFT Price | Each Price | Proc Chg | Amount | Stock |
|---|---|---|---|---|---|---|---|---|---|---|
| 10 | W 12" X 136# - A992 | 3 | 40.000 | 16,320.0 | 83.95 | 11,417.20 | 4566.88 | 0.00 | 13,700.64 | 62 |
| | 2.000 @ 34' 0 | | | | | | | | | |
| | 1.000 @ 35' 0 | | | | | | | | | |
| | SLC STOCK 7-10 DAYS TO STOCKTON | | | | | | | | | |
| 11 | W 12" X 136# - A992 | 3 | 40.000 | 16,320.0 | 83.95 | 11,417.20 | 4566.88 | 0.00 | 13,700.64 | 62 |
| | 3.000 @ 35' 0 | | | | | | | | | |
| | LV STOCK 7-10 DAYS TO STOCKTON | | | | | | | | | |
| 12 | W 12" X 136# - A992 | 1 | 40.000 | 5,440.0 | 77.95 | 10,601.20 | 4240.48 | 0.00 | 4,240.48 | 62 |
| | 1.000 @ 35' 0 | | | | | | | | | |
| 13 | W 12" X 96# - A992 | 1 | 30.000 | 2,880.0 | 77.95 | 7,483.20 | 2244.96 | 0.00 | 2,244.96 | 62 |
| | 1.000 @ 30' 0 | | | | | | | | | |
| 14 | W 12" X 96# - A992 | 2 | 55.000 | 10,560.0 | 77.95 | 7,483.20 | 4115.76 | 0.00 | 8,231.52 | 62 |
| | 2.000 @ 27' 0 | | | | | | | | | |
| | 1.000 @ 29' 0 | | | | | | | | | |
| | 1.000 @ 25' 0 | | | | | | | | | |
| 15 | W 12" X 96# - A992 | 1 | 60.000 | 5,760.0 | 77.95 | 7,483.20 | 4489.92 | 0.00 | 4,489.92 | 62 |
| | 2.000 @ 29' 0 | | | | | | | | | |
| 16 | W 12" X 120# - A992 | 1 | 65.000 | 7,800.0 | 78.95 | 9,474.00 | 6158.10 | 0.00 | 6,158.10 | 62 |
| | 1.000 @ 32' 0 | | | | | | | | | |
| | 1.000 @ 31' 0 | | | | | | | | | |
| | FT STOCK 4-5 DAYS TO STOCKTON | | | | | | | | | |
| 17 | Processing Charge | 1 | | | 0.00 | 0.00 | 3800.00 | 0.00 | 3,800.00 | 62 |
| 18 | W 12" X 136# - A992 | 1 | 45.000 | 6,120.0 | 77.95 | 10,601.20 | 4770.54 | 0.00 | 4,770.54 | 62 |
| | 1.00 @ 35.000 | | | | | | | | | |

BROWN STRAUSS STEEL
AN EMPLOYEE OWNED COMPANY

Brown Strauss Steel
4315 E. Mariposa Rd.
Stockton CA 95215
United States
209-467-3193

# Quote

**Order No.:** EST0054841
**Quote Date:** 8/5/2025
**Expiration Date:**
**Salesperson:** 208
**Date Wanted:**
**Ship Via:**

**Invoice To:**

AZUL WORKS INC
1400 Egbert Ave
San Francisco CA 94124-3222
United States

Customer #: C004110
Attention:

**Deliver To:**

AZUL WORKS INC
1400 Egbert Ave
San Francisco CA 94124-3222
United States
Phone: 4155581507
Fax: 4155581556

**Conditions:**
1. Material subject to prior sale.
2. Quantity changes may cause change in pricing.
3. Saw cutting tolerance of +/- 1/8".
4. All quotations are subject to change without notice.
5. Please review for errors and omissions.

| | |
|---|---|
| **Sale Amount:** | 99,298.11 |
| **Order Disc( 0.0000%):** | 0.00 |
| **Surcharge:** | N/A |
| **Sales Tax:** | 0.00 |
| **Misc Charges:** | 0.00 |
| **Total Amount:** | 99,298.11 |

PULL HEAT NUMBERS

| | |
|---|---|
| **Total Weight:** | 118,610.00 |

**Chris Kahney**

**From:** Gabe Philastre <gabe@pacificgalvanizing.com>
**Sent:** Tuesday, April 15, 2025 6:25 AM
**To:** Chris Kahney
**Subject:** Re: Beam Quote

This email originated from outside of AzulWorks Inc. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Chris

We can do this one for $0.35 per pound with trucking included. Let me know if you have any questions.

Gabe

On Mon, Apr 14, 2025 at 4:58 PM Chris Kahney <chris@azulworks.com> wrote:

> Gabe
>
> Per our conversation I have 44 each beams that I need a quote for galvanizing:
>
> I understand you do the transport correct ?
>
> They will need collecting from our yard in American Canyon and delivering to our jobsite in Fremont, CA after galvanizing.
>
> Let me know if you need anything else
>
> Chris.

Chris Kahney

V.P. - Estimating

PJ's REBAR & STUD RAILS
Pre-Assembled Rebar Products
Rebar...ReDefined

Quote#: 0063148
45055 Fremont Blvd. - Fremont, CA 94538
TEL#: 800-347-7141 - FAX 866-333-2FAX

# Quotation

COMPANY: AZULWORKS INC
CONTACT: FONSECA, LUIS
JOB NAME: OUSD FREMONT HS
QUOTE DATE: August 04, 2025

PRELIEN INFORMATION REQUIRED PRIOR TO FIRST DELIVERY
THIS QUOTATION WILL EXPIRE ON September 02, 2025
**FOR REBAR SOURCING PLEASE SEE IMPORTANT READ SIGN SECTION**

| METHOD OF PAYMENT | COUNTY TAX | F.O.B. | ESTIMATE REF. | SALESPERSON |
|---|---|---|---|---|
| NET 30 DAYS | 10.250 % | DELIVERED | | FEIL, JOHN |

| ITEM | DESCRIPTION | TOTAL |
|---|---|---|
| CAGES | 43 CAGES<br>* PER SHOP DRAWINGS<br>* PRE-TIED BY PJ'S REBAR | $12,441.00 |
| | **CAGES SubTotal:** | $12,441.00 |

| QTY | UOM | ITEM | DESCRIPTION | UNIT PRICE | TOTAL |
|---|---|---|---|---|---|
| 2 | Ea | DELIVERY | | $500.00 | $1,000.00 |
| 2 | | | **DELIVERY SubTotal:** | | $1,000.00 |

**DELIVERY SURCHARGE:**
**DELIVERY CHARGE SUBJECT TO CHANGE BASED ON FUEL PRICES**

| | |
|---|---|
| **SubTotal:** | $13,441.00 |
| **Sales Tax:** | $1,377.70 |
| **Grand Total:** | $14,818.70 |

PJ's REBAR & STUD RAILS
Pre-Assembled Rebar Products
Rebar...ReDefined

Quote#: 0063148

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TEL#: 800-347-7141 - FAX 866-333-2FAX

**INCLUSION & ASSUMPTIONS:**

PJ's REBAR & STUD RAILS
Pre-Assembled Rebar Products
Rebar...ReDefined

Quote#: 0063148

45055 Fremont Blvd. - Fremont, CA 94538
TEL#: 800-347-7141 - FAX 866-333-2FAX

## INCLUSION & ASSUMPTIONS (cont'd):

**Standard Lead Time:**
This bid is based on a standard lead time listed below. Additional charges will apply for orders requested sooner than our standard lead time. Lead time is determined based on the time the order generated to the requested delivery date, not when the order is confirmed. Fabrication Lead Time = 3 days Preassembled Lead Time = 10 business days.

**Detailing and Shop Drawings:**
Pricing includes both detailing and required shop drawings submittals and plans to jobsite. Detailing charges to be billed when drawings are submitted for approval or upon each release. Re-detailing charges may apply and will be billed at a rate of $ 75.00 /hr ( or at contract price if significant changes are required) and are extra to this contract.

**Agreed Upon Pricing Structure:**

Lump Sum: It is understood that this is a Lump Sum billable project. Therefore, if unit price or estimated weights are listed above, it is for reference bidding purposes only. Additionally, the unit price may change periodically based on the amount left to ship or remainder of contract due to be billed. PJ's reserves the right to bill up to the Lump Sum amount upon final shipment or notice of completion. PJ's will submit a final billing to complete this contract. PJ's will not bill above this Lump Sum amount unless change orders, extras to contract, or Buyer ordering errors occur.

**Transportation**
Includes up to 2 deliveries to jobsite. Deliveries must be unloaded within two hours of arrival. If more time is necessary, there will be a detention charge of $75 per hour. Additional deliveries, excluding those caused by PJ's errors or corrections, will cost $500.00 per load.

All deliveries arrived on site are FOB. The material is to be offloaded by the purchasing contractor. Pj's Rebar Inc. is not responsible for unloading or rigging any materials on the truck or trailer.

## DRAWING REFERENCES:

PJ's REBAR & STUD RAILS
Pre-Assembled Rebar Products
Rebar...ReDefined

Quote#: 0063148

45055 Fremont Blvd. - Fremont, CA 94538
TEL#: 800-347-7141 - FAX 866-333-2FAX

**EXCLUSIONS:**

1. Bonds or rentention on material or our labor.
2. Establishment of grades, lines of templates.
3. All Testing and inspection.
4. Cleaning, reworking or cutting of existing reinforcement.
5. Hoisting, lowering or placing.
6. Pile dowels, smooth bar, mesh or drilling ( unless quoted specifically above ).
7. Masonry reinforcement of any kind ( unless quoted specifically above ).
8. sidewalk, paving site work, curb and gutter ( unless noted above ).
9. Welding, end prep, form savers, or coupler systems ( unless noted above ).
10. Traffic control, over-length or special permits related to travel or access.
11. Post-Tension ( unless noted above ).
12. Dumpster for clean up, removal of excess rebar ( additional costs apply ).
13. Hold down steel, rebar protection, and additional template steel.
14. Any phases not previously priced or mentioned.
15. Detailing cost as a result of significant drawing revisions.
16. Excludes additional fuel or delivery charges.
17. Chairs or accessories ( unless noted above ).
18. Trim and/or additional rebar required at Mech Openings.

PJ's REBAR & STUD RAILS
Pre-Assembled Rebar Products
Rebar...ReDefined

Quote#: 0063148

45055 Fremont Blvd. - Fremont, CA 94538
TEL#: 800-347-7141 - FAX 866-333-2FAX

**SPECIAL INSTRUCTIONS:**

**JOB PARAMETERS:**

**Fabrication Start Date:** September 02, 2025

**Shipping Completion Date:** November 01, 2025

**Job Name and Delivery Address:**

**Job Name:** OUSD FREMONT HS

**Address:**

**Street:**

**City:** OAKLAND

**Zip:**

**State:** CA

PJ's REBAR & STUD RAILS
Pre-Assembled Rebar Products
Rebar...ReDefined

Quote#: 0063148
45055 Fremont Blvd. - Fremont, CA 94538
TEL#: 800-347-7141 - FAX 866-333-2FAX

## IMPORTANT READ AND SIGN

General Conditions and Disclaimers:

The purchaser, without charge to the seller, shall provide access roads to the point where material is to be placed or hoisted, grades, lines, racks, templates, hoisting, and adequate scaffold in place, if needed. Provide space
for delivery and storage of steel accessible to semi-tractor trailer or bobtail deliveries and adjacent to place where material is to be placed or hoisted. Purchaser is responsible for providing latest set of drawings, addendums, and corrected shop drawings in a timely manner in order to ensure correct material is fabricated and delivered. Orders will not be fabricated until approved shop drawings have been returned from engineer unless consented to by the purchaser, PJ's cannot guarantee quantity or dimensions without approved drawings. Detailing, fabrication and delivery will be in accordance with C.R.S.I. standards. Above prices are based on splicing and or coupling of reinforcing steel where shown on plans ONLY. The purchaser will pay for any additional splices or couplers for the convenience of purchaser that are not paid by the owners.

All terms and conditions of this quotation are to be incorporated into the subcontract agreement between the seller and general contractor.

**Volatility Disclaimer:** (1) All quotations are based upon the best pricing information currently available and may be good for no longer than 30 calendar days (2) After the thirtieth day, if the quotation is not signed and approved with a confirmed ship and complete date, this quotation may require re-pricing based on current market conditions. (3) Start and complete dates must accompany all valid orders. Quotes will be priced based upon the best information
available based on anticipated start and complete dates for job. If the project starts later than anticipated, for any reason or continues beyond the complete date, job may be subject to additional pricing. (4) PJ's will be held harmless
and without penalty, liquidated damages or back charges due to any material shortages caused by mill shortages, delays, or cancellations. (5) Given the fluctuation of both scrap and rebar prices historically, PJ's reserves the right to fabricate, ship and invoice for any and all portions of project. Customer is responsible for any refusals of rebar based on these disclaimers.

**Taxation:** Sales tax subject to change based on California updated tax rates.

**Rebar Source:** PJ's reserves the right to purchase both domestic or import ASTM A615/A706 rebar for this quote unless otherwise told. Due to the lack of domestic suppliers ability to provide material, it's given PJ's no choice but to provide imported rebar from several countries.

Buyer's signature and acceptance of terms and conditions:

Date: __ / __ / __

By: _____

Print Name: _____

Print Title: _____

CAHILL

PCO # 007

09/02/2025

OAKLAND UNIFIED SCHOOL DISTRICT
955 HIGH STREET
OAKLAND, California, 94601

**Re:** PCO #007 Revision 0 - CE #022 - Phase 2 DSA Approved Plan Set - Part 2
**Job:** 0583-01 / OUSD FREMONT - BLDG A MODERNIZATION & NEW PARKING LOT

Enclosed please find **Potential Change Order #007** in the amount of $629,922.00 for:

CE #022 - Phase 2 DSA Approved Plan Set
This PCO includes costs for revisions to the drilled piers per the approved DSA drawings and added General Conditions due to project delays.

Drilled pier changes include, but are not limited to, upsized steel beams, added welded studs, upsizing the diameter of some piers, increased lagging sizes, added concrete mix, and an added pour sequence.
DSA approval was delayed by approximately (2) months causing the critical path to be directly impacted. We are requesting a time extension for (65) calendar days bringing the completion date to 6/8/2025.

This time extension and request for additional general conditions exclude the elevator work. The elevator work has been postponed until summer 2026 at Owner option and will be addressed in PCO 005. We will keep it as a discreet section in the project schedule, and General Conditions will be dependent on whether the Roofing work starts on 6/1/2026 as planned. The elevator work will run out past the updated Substantial Completion/TCO date.

This PCO is inclusive of only the above listed scope, and the remaining costs due to the DSA plan changes will follow in separate PCO's. Previous PCO's submitted are PCO 006.

| PCO Item | Description | | Cost |
|---|---|---|---|
| 1 | Drilled Piers - Azul PCO # 001 dated 8/8/25 | | $429,465.00 |
| 2 | Cahill General Conditions - See attached breakdown | | $158,175.00 |
| 3 | SDI (1%) | | $4,295.00 |
| 4 | Insurance (1.35%) | | $7,991.00 |
| 5 | Fee (5%) | | $29,996.00 |
| | | Subtotal | $629,922.00 |
| | | Mark-up (0.00%): | $0.00 |
| | | Total: | $629,922.00 |

This pricing is valid for 30 days. This PCO includes a schedule extension of 65 days. We reserve the right to a contract time extension should the work contained in this PCO impact the overall project schedule.

Please sign below to approve and return to our office. Upon your signature, we will execute the appropriate subcontract adjustments and include this in a forthcoming Prime Contract Change Order to cover this added scope. If at any time contingency funds are used to pay for additional work, Cahill reserves the right to request a change order at a later date if it becomes apparent that contingency funds are needed elsewhere. Please call if you have any questions.

PCO # 007

**Very truly yours,**
Cahill Contractors LLC



**Accepted by:**
OAKLAND UNIFIED SCHOOL DISTRICT

Date

AZUL works, inc.

1400 Egbert Avenue
San Francisco, CA 94124

Tel 415-558-1507
CA License A, B, C #780074
DIR #1000003862

August 8, 2025

Katie McLelland
Cahill Contractors
425 California Street Ste. 2200
San Francisco CA 94104

RE: OUSD Fremont High School Drilled Pier Scope
June 30 2025 DSA Approved Drawing Modifications

Katie:

Our change order cost proposal is as follows:

**Total Cost For Changes related to DSA Approved Drawings:** **$ 429,464.55**

Revised Scope Includes:

- Requirement to pour all shoring holes within 24 hrs. of being drilled per Soldier Pile Installation Sequence Note # 2 on drawing 2-S0.01
- Credit for one each shoring beam installation (43 total in lieu of 44)
- Increased shoring pier diameter pier # 8 - # 36 per "Drilled Pier and Soldier Pile Schedule"
- Increased beam sizes per "Drilled Pier and Soldier Pile Schedule"
- Increased lagging size
- Increased cost of galvanizing
- Added rebar cages at all 43 soldier piles per Detail 2 / 2-S5.05 "Typ. Soldier Pile Detail Below Walls"
- Additional 1,576 welded steel studs per Detail 2 / 2-S5.05 "Typ. Soldier Pile Detail Below Walls"
- Revised shop drawings
- Added angle iron detail 12 / 2-S5.05 "Wall Plan at Outside Corners

Conditions / Clarifications:

- Bid expires after 90 days
- All costs are based on an 8-hour day, Monday through Friday. All over-time costs to be covered by others
- This change order pricing is based upon the assumption that the top 8' of lagging is 4" x 12" boards and the lower 4' is 6" x 12". There is a lot of differing information on the plans regarding this item.

1400 Egbert Avenue
San Francisco, CA 94124

Tel 415-558-1507
CA License A, B, C #780074
DIR #1000003862

Exclusions

- Survey monitoring requirement shown on drawing 2-S0.01
- Grout behind lagging per Soldier Pile Installation Sequence Note # 5 on drawing 2-S0.01
- Concrete strength testing.
- Any demolition of existing footings
- Monitoring / surveying of existing structures
- As-built requirements per Soldier Pile Notes # 4 on drawing 2-S0.01
- Working in inclement weather and conditions resulting from inclement weather
- Temporary fencing and portable toilets
- Third party testing or inspection
- Survey, Layout, and As-Builts
- Bonds
- Temporary water and any costs associated with recycled water
- Any item not specifically included is considered excluded

Thank you for the opportunity to provide this bid. Please call me at (415) 748-0733 if you have any questions or need clarifications.

Thank you,

Polat Shamyradov

Azul Works

**OUSD DRILLED PIERS**

| | |
|---|---|
| Original Bid Scope Prior to Markup | $ 284,078.56 |
| Revised Scope DSA Drawings: | $ 657,526.00 |
| Delta: | $ 373,447.44 |
| Markup @ 15% | $ 56,017.12 |
| **Grand Total** | **$ 429,464.55** |

OUSD

**SCOPE:** Shoring - Bid Scope

**QUANTITY** 1.0 LS

| WORK ITEMS | QUANT | UNIT | TONS | DURATIONS |
|---|---|---|---|---|
| Drill Holes - 2' diameter | 44 | EA | | 8 |
| Install Beams | 44 | EA | | 5 |
| Pour Concrete | 128.0 | CY | | 2 |
| | | | | **15** |
| Install Lagging - 3 x 12 | 166.9 | BAYS | | 4.2 |
| Install Lagging - 4 x 12 | 143.0 | BAYS | | 3.6 |
| | | | | **7.7** |

| LABOR COSTS | | | | |
|---|---|---|---|---|
| DRILLING | 15 | DAYS | $ 3,400.00 | $ 51,000.00 |
| LAGGING: | 7.7 | DAYS | $ 2,640.00 | $ 20,451.75 |
| WELDER | 18 | DAYS | $ 800.00 | $ 14,251.25 |
| **LABOR:** | | | | **$ 85,703.00** |

| EQUIPMENT COSTS | | | | |
|---|---|---|---|---|
| DRILLING | 15 | DAYS | $ 2,640.00 | $ 39,600.00 |
| LAGGING: | 7.7 | DAYS | $ 800.00 | $ 6,197.50 |
| WELDING RIG | 18 | DAYS | $ 575.00 | $ 10,243.09 |
| **EQUIPMENT:** | | | | **$ 56,040.59** |

| PURCHASE MATERIALS | Quantity | UOM | Unit Cost | Total Cost |
|---|---|---|---|---|
| BEAMS | 1.0 | LS | $ 51,337.00 | $ 51,337.00 |
| GALVANIZING: | 57025.0 | LBS. | $ 0.35 | $ 19,958.75 |
| LAGGING TOP 4' 3 x 12 | 1335.0 | LF | $ 6.00 | $ 8,010.00 |
| LAGGING 4'-8' 4 x 12: | 920.0 | LF | $ 8.00 | $ 7,360.00 |
| LAGGING 8'-10' 4 x 12: SELECT STRUCTURAL | 224.0 | LF | $ 8.00 | $ 1,792.00 |
| CONCRETE | 128.0 | CY | $ 250.00 | $ 32,001.85 |
| STUDS: | 285.0 | EA | $ 15.00 | $ 4,275.38 |
| **TOTAL MATERIALS** | | | | **$ 124,734.98** |

| TRUCKING | Quantity | UOM | Unit Cost | Total Cost |
|---|---|---|---|---|
| Move Beams To yard & jobsite | 24.0 | Hrs. | $ 150.00 | $ 3,600.00 |
| Mobilize to Jobsite | 2.0 | EA | $ 5,000.00 | $ 10,000.00 |
| **TOTAL TRUCKING:** | | | | **$ 13,600.00** |

| SUBCONTRACTORS | Quantity | UOM | Unit Cost | Total Cost |
|---|---|---|---|---|
| PUMP | 2.0 | EA | $ 2,000.00 | $ 4,000.00 |
| | | | | $ - |
| **TOTAL SUBCONTRACTORS:** | | | | **$ 4,000.00** |

| | |
|---|---|
| **TOTAL COST:** | **$ 284,078.56** |
| **WITH MARKUP** | **$ 346,575.85** |

| DRILLING CREW LABOR: | |
|---|---|
| OPERATOR FOREMAN: | $ 140.00 |
| LABORER: | $ 95.00 |
| LABORER. | $ 95.00 |
| LABORER. | $ 95.00 |
| TOTAL HRLY: | $ 425.00 |
| DAILY: | $ 3,400.00 |

| DRILLING CREW EQUIP: | |
|---|---|
| TOOL TRUCK: | $ 30.00 |
| EXC. | $ 70.00 |
| SKID-STEER | $ 50.00 |
| DRILL RIG | $ 180.00 |
| TOTAL HRLY: | $ 330.00 |
| DAILY: | $ 2,640.00 |

| LAGGING CREW LABOR | |
|---|---|
| OPERATOR FOREMAN: | $ 140.00 |
| LABORER: | $ 95.00 |
| LABORER. | $ 95.00 |
| TOTAL HRLY: | $ 330.00 |
| DAILY: | $ 2,640.00 |

| LAGGING CREW EQUIP | |
|---|---|
| TOOL TRUCK: | $ 30.00 |
| EXC. | $ 70.00 |
| TOTAL HRLY: | $ 100.00 |
| DAILY: | $ 800.00 |

OUSD

SCOPE: Shoring - Bid Scope

QUANTITY 1.0 LS

| WORK ITEMS | QUANT | UNIT | TONS | DURATIONS |
|---|---|---|---|---|
| Drill Holes - 2' diameter | 14 | EA | | 2.5 |
| Drill Holes - 2.5' diameter | 29 | EA | | 9.5 |
| Install Beams | 43 | EA | | 5 |
| Install Cages | 43 | EA | | 4 |
| Pour Concrete | 172.6 | CY | | 4 |
| Install Cages | 43 | EA | | 4 |
| | | | | 29 |
| Install Lagging - 4 x 12 | 166.9 | BAYS | | 4.2 |
| Install Lagging - 6 x 12 | 143.0 | BAYS | | 4.8 |
| Install galvanized angle at corners (5 ea) | 39.8 | LF | | 2.0 |
| | | | | 8.9 |

| LABOR COSTS | | | | |
|---|---|---|---|---|
| DRILLING | 29 | DAYS | $ 3,400.00 | $ 98,600.00 |
| LAGGING: | 8.9 | DAYS | $ 2,640.00 | $ 23,597.75 |
| WELDER | 116 | DAYS | $ 800.00 | $ 93,050.00 |
| LABOR: | | | | $ 215,247.75 |

| EQUIPMENT COSTS | | | | |
|---|---|---|---|---|
| DRILLING | 29 | DAYS | $ 2,640.00 | $ 76,560.00 |
| LAGGING: | 8.9 | DAYS | $ 800.00 | $ 7,150.83 |
| WELDING RIG | 116 | DAYS | $ 575.00 | $ 66,879.69 |
| EQUIPMENT: | | | | $ 150,590.52 |

| PURCHASE MATERIALS | Quantity | UOM | Unit Cost | Total Cost |
|---|---|---|---|---|
| BEAMS | 1.0 | LS | $ 109,227.92 | $ 109,227.92 |
| GALVANIZING: | 112490.0 | LBS. | $ 0.35 | $ 39,371.50 |
| LAGGING TOP 4' 4 x 12 | 1335.0 | LF | $ 8.00 | $ 10,680.00 |
| LAGGING 4'-8' 6 x 12: | 920.0 | LF | $ 10.00 | $ 9,200.00 |
| LAGGING 8'-10' 6 x 12 | 224.0 | LF | $ 10.00 | $ 2,240.00 |
| CONCRETE | 172.6 | CY | $ 250.00 | $ 43,138.86 |
| STUDS: | 1861.0 | EA | $ 15.00 | $ 27,915.00 |
| REV SHOP DRAWINGS: | 1.0 | EA | $ 2,500.00 | $ 2,500.00 |
| REBAR CAGES | 1.0 | LS | $ 14,818.70 | $ 14,818.70 |
| GALV ANGLE L4 x 4 x 1/4 | 39.8 | LF | $ 25.00 | $ 995.75 |
| TOTAL MATERIALS | | | | $ 260,087.73 |

| TRUCKING | Quantity | UOM | Unit Cost | Total Cost |
|---|---|---|---|---|
| Move Beams To yard & jobsite | 24.0 | Hrs. | $ 150.00 | $ 3,600.00 |
| Mobilize to Jobsite | 2.0 | EA | $ 5,000.00 | $ 10,000.00 |
| TOTAL TRUCKING: | | | | $ 13,600.00 |

| SUBCONTRACTORS | Quantity | UOM | Unit Cost | Total Cost |
|---|---|---|---|---|
| PUMP | 12.0 | EA | $ 1,500.00 | $ 18,000.00 |
| | | | | $ - |
| TOTAL SUBCONTRACTORS: | | | | $ 18,000.00 |

TOTAL COST: $ 657,526.00

WITH MARKUP $ 802,181.72

| DRILLING CREW LABOR: | |
|---|---|
| OPERATOR FOREMAN: | $ 140.00 |
| LABORER: | $ 95.00 |
| LABORER. | $ 95.00 |
| LABORER. | $ 95.00 |
| TOTAL HRLY: | $ 425.00 |
| DAILY: | $ 3,400.00 |

| DRILLING CREW EQUIP: | |
|---|---|
| TOOL TRUCK: | $ 30.00 |
| EXC. | $ 70.00 |
| SKID-STEER | $ 50.00 |
| DRILL RIG | $ 180.00 |
| TOTAL HRLY: | $ 330.00 |
| DAILY: | $ 2,640.00 |

| LAGGING CREW LABOR | |
|---|---|
| OPERATOR FOREMAN: | $ 140.00 |
| LABORER: | $ 95.00 |
| LABORER. | $ 95.00 |
| TOTAL HRLY: | $ 330.00 |
| DAILY: | $ 2,640.00 |

| LAGGING CREW EQUIP | |
|---|---|
| TOOL TRUCK: | $ 30.00 |
| EXC. | $ 70.00 |
| TOTAL HRLY: | $ 100.00 |
| DAILY: | $ 800.00 |

ORIGINAL BEAM SCHEDULE

BROWN STRAUSS STEEL
AN EMPLOYEE OWNED COMPANY

Brown Strauss Steel
4315 E. Mariposa Rd.
Stockton CA 95215
United States
209-467-3193

# Quote

**Order No.:** EST0052004
**Quote Date:** 4/1/2025
**Expiration Date:**
**Salesperson:** 208
**Date Wanted:**
**Ship Via:**

**Invoice To:**

AZUL WORKS INC
1400 Egbert Ave
San Francisco CA 94124-3222
United States

Customer #: C004110
Attention:

**Deliver To:**

AZUL WORKS INC
1400 Egbert Ave
San Francisco CA 94124-3222
United States
Phone: 4155581507
Fax: 4155581556

| No. | Description | Pcs | Length | Weight | CWT Price | CFT Price | Each Price | Proc Chg | Amount | Stock |
|---|---|---|---|---|---|---|---|---|---|---|
| 1 | W 12" X 22# - A992 | 1 | 40.000 | 880.0 | 80.60 | 1,773.20 | 709.28 | 0.00 | 709.28 | 62 |
| | 2.000 @ 19' 0 | | | | | | | | | |
| 2 | W 12" X 22# - A992 | 2 | 50.000 | 2,200.0 | 80.60 | 1,773.20 | 886.60 | 0.00 | 1,773.20 | 62 |
| | 1.000 @ 12' 0 | | | | | | | | | |
| | 1.000 @ 13' 0 | | | | | | | | | |
| | 1.000 @ 25' 0 | | | | | | | | | |
| | 1.000 @ 19' 0 | | | | | | | | | |
| | 2.000 @ 15' 0 | | | | | | | | | |
| 3 | W 12" X 22# - A992 | 1 | 60.000 | 1,320.0 | 80.60 | 1,773.20 | 1063.92 | 0.00 | 1,063.92 | 62 |
| | 1.000 @ 13' 0 | | | | | | | | | |
| | 2.000 @ 14' 0 | | | | | | | | | |
| | 1.000 @ 19' 0 | | | | | | | | | |
| 4 | W 12" X 35# - A992 | 1 | 35.000 | 1,225.0 | 80.60 | 2,821.00 | 987.35 | 0.00 | 987.35 | 62 |
| | 1.000 @ 26' 0 | | | | | | | | | |
| 5 | W 12" X 35# - A992 | 4 | 55.000 | 7,700.0 | 80.60 | 2,821.00 | 1551.55 | 0.00 | 6,206.20 | 62 |
| | 2.000 @ 26' 0 | | | | | | | | | |
| | 6.000 @ 27' 0 | | | | | | | | | |
| 6 | W 12" X 50# - A992 | 2 | 35.000 | 3,500.0 | 80.60 | 4,030.00 | 1410.50 | 0.00 | 2,821.00 | 62 |
| | 1.000 @ 34' 0 | | | | | | | | | |
| | 1.000 @ 35' 0 | | | | | | | | | |
| 7 | W 12" X 50# - A992 | 5 | 40.000 | 10,000.0 | 80.60 | 4,030.00 | 1612.00 | 0.00 | 8,060.00 | 62 |
| | 5.000 @ 34' 0 | | | | | | | | | |
| 8 | W 12" X 50# - A992 | 4 | 60.000 | 12,000.0 | 80.60 | 4,030.00 | 2418.00 | 0.00 | 9,672.00 | 62 |
| | 4.000 @ 28' 0 | | | | | | | | | |
| | 2.000 @ 33' 0 | | | | | | | | | |
| | 2.000 @ 27' 0 | | | | | | | | | |

BROWN STRAUSS STEEL
AN EMPLOYEE OWNED COMPANY

Brown Strauss Steel
4315 E. Mariposa Rd.
Stockton CA 95215
United States
209-467-3193

# Quote

**Order No.:** EST0052004
**Quote Date:** 4/1/2025
**Expiration Date:**
**Salesperson:** 208
**Date Wanted:**
**Ship Via:**

**Invoice To:**

AZUL WORKS INC
1400 Egbert Ave
San Francisco CA 94124-3222
United States

Customer #: C004110
Attention:

**Deliver To:**

AZUL WORKS INC
1400 Egbert Ave
San Francisco CA 94124-3222
United States
Phone: 4155581507
Fax: 4155581556

| No. | Description | Pcs | Length | Weight | CWT Price | CFT Price | Each Price | Proc Chg | Amount | Stock |
|---|---|---|---|---|---|---|---|---|---|---|
| 9 | W 12" X 65# - A992 | 1 | 35.000 | 2,275.0 | 84.65 | 5,502.25 | 1925.79 | 0.00 | 1,925.79 | 62 |
| | 1.000 @ 34' 0 | | | | | | | | | |
| | FT STOCK 4-5 DAYS | | | | | | | | | |
| 10 | W 12" X 65# - A992 | 5 | 40.000 | 13,000.0 | 84.65 | 5,502.25 | 2200.90 | 0.00 | 11,004.50 | 62 |
| | 5.000 @ 36' 0 | | | | | | | | | |
| | FT STOCK 4-5 DAYS | | | | | | | | | |
| 11 | W 12" X 65# - A992 | 1 | 45.000 | 2,925.0 | 83.65 | 5,437.25 | 2446.76 | 0.00 | 2,446.76 | 62 |
| | 1.000 @ 36' 0 | | | | | | | | | |

**Conditions:**
1. Material subject to prior sale.
2. Quantity changes may cause change in pricing.
3. Saw cutting tolerance of +/- 1/16".
4. All quotations are subject to change without notice.
5. Please review for errors and omissions.

| | |
|---|---|
| **Sale Amount:** | 46,670.00 |
| **Order Disc( 0.0000%):** | 0.00 |
| **Surcharge:** | N/A |
| **Sales Tax:** | 0.00 |
| **Misc Charges:** | 0.00 |
| **Total Amount:** | 46,670.00 |

PULL HEAT NUMBERS

| | |
|---|---|
| **Total Weight:** | 57,025.00 |

DSA DRAWINGS BEAM SCHEDULE

BROWN STRAUSS STEEL
AN EMPLOYEE OWNED COMPANY

Brown Strauss Steel
4315 E. Mariposa Rd.
Stockton CA 95215
United States
209-467-3193

# Quote

**Order No.:** EST0054841
**Quote Date:** 8/5/2025
**Expiration Date:**
**Salesperson:** 208
**Date Wanted:**
**Ship Via:**

**Invoice To:**

AZUL WORKS INC
1400 Egbert Ave
San Francisco CA 94124-3222
United States

Customer #: C004110
Attention:

**Deliver To:**

AZUL WORKS INC
1400 Egbert Ave
San Francisco CA 94124-3222
United States
Phone: 4155581507
Fax: 4155581556

| No. | Description | Pcs | Length | Weight | CWT Price | CFT Price | Each Price | Proc Chg | Amount | Stock |
|---|---|---|---|---|---|---|---|---|---|---|
| 1 | W 12" X 50# - A992 | 1 | 20.000 | 1,000.0 | 75.95 | 3,797.50 | 759.50 | 0.00 | 759.50 | 62 |
| | 1.000 @ 18' 0 | | | | | | | | | |
| 2 | W 12" X 50# - A992 | 1 | 25.000 | 1,250.0 | 75.95 | 3,797.50 | 949.38 | 0.00 | 949.38 | 62 |
| | 1.000 @ 24' 0 | | | | | | | | | |
| 3 | W 12" X 50# - A992 | 1 | 40.000 | 2,000.0 | 75.95 | 3,797.50 | 1519.00 | 0.00 | 1,519.00 | 62 |
| | 1.000 @ 18' 0 | | | | | | | | | |
| | 1.000 @ 21' 0 | | | | | | | | | |
| 4 | W 12" X 26# - A992 | 2 | 50.000 | 2,600.0 | 75.95 | 1,974.70 | 987.35 | 0.00 | 1,974.70 | 62 |
| | 2.000 @ 17' 0 | | | | | | | | | |
| | 1.000 @ 16' 0 | | | | | | | | | |
| | 1.000 @ 23' 0 | | | | | | | | | |
| | 2.000 @ 12' 0 | | | | | | | | | |
| 5 | W 12" X 26# - A992 | 1 | 65.000 | 1,690.0 | 75.95 | 1,974.70 | 1283.56 | 0.00 | 1,283.56 | 62 |
| | 1.000 @ 22' 0 | | | | | | | | | |
| | 1.000 @ 18' 0 | | | | | | | | | |
| | 1.000 @ 11' 0 | | | | | | | | | |
| | 1.000 @ 13' 0 | | | | | | | | | |
| 6 | W 12" X 65# - A992 | 3 | 50.000 | 9,750.0 | 77.95 | 5,066.75 | 2533.38 | 0.00 | 7,600.13 | 62 |
| | 4.000 @ 24' 0 | | | | | | | | | |
| | 2.000 @ 25' 0 | | | | | | | | | |
| 7 | W 12" X 152# - A992 | 1 | 35.000 | 5,320.0 | 83.95 | 12,760.40 | 4466.14 | 0.00 | 4,466.14 | 62 |
| | 1.000 @ 34' 0 | | | | | | | | | |
| | FT STOCK 4-5 DAYS TO STOCKTON | | | | | | | | | |
| 8 | W 12" X 136# - A992 | 3 | 35.000 | 14,280.0 | 83.95 | 11,417.20 | 3996.02 | 0.00 | 11,988.06 | 62 |
| | 3.000 @ 34' 0 | | | | | | | | | |
| | LV STOCK 7-10 DAYS TO STOCKTON | | | | | | | | | |
| 9 | W 12" X 136# - A992 | 2 | 35.000 | 9,520.0 | 77.95 | 10,601.20 | 3710.42 | 0.00 | 7,420.84 | 62 |
| | 2.000 @ 35' 0 | | | | | | | | | |

BROWN STRAUSS STEEL
AN EMPLOYEE OWNED COMPANY

Brown Strauss Steel
4315 E. Mariposa Rd.
Stockton CA 95215
United States
209-467-3193

# Quote

**Order No.:** EST0054841
**Quote Date:** 8/5/2025
**Expiration Date:**
**Salesperson:** 208
**Date Wanted:**
**Ship Via:**

**Invoice To:**

AZUL WORKS INC
1400 Egbert Ave
San Francisco CA 94124-3222
United States

Customer #: C004110
Attention:

**Deliver To:**

AZUL WORKS INC
1400 Egbert Ave
San Francisco CA 94124-3222
United States
Phone: 4155581507
Fax: 4155581556

| No. | Description | Pcs | Length | Weight | CWT Price | CFT Price | Each Price | Proc Chg | Amount | Stock |
|---|---|---|---|---|---|---|---|---|---|---|
| 10 | W 12" X 136# - A992 | 3 | 40.000 | 16,320.0 | 83.95 | 11,417.20 | 4566.88 | 0.00 | 13,700.64 | 62 |
| | 2.000 @ 34' 0 | | | | | | | | | |
| | 1.000 @ 35' 0 | | | | | | | | | |
| | SLC STOCK 7-10 DAYS TO STOCKTON | | | | | | | | | |
| 11 | W 12" X 136# - A992 | 3 | 40.000 | 16,320.0 | 83.95 | 11,417.20 | 4566.88 | 0.00 | 13,700.64 | 62 |
| | 3.000 @ 35' 0 | | | | | | | | | |
| | LV STOCK 7-10 DAYS TO STOCKTON | | | | | | | | | |
| 12 | W 12" X 136# - A992 | 1 | 40.000 | 5,440.0 | 77.95 | 10,601.20 | 4240.48 | 0.00 | 4,240.48 | 62 |
| | 1.000 @ 35' 0 | | | | | | | | | |
| 13 | W 12" X 96# - A992 | 1 | 30.000 | 2,880.0 | 77.95 | 7,483.20 | 2244.96 | 0.00 | 2,244.96 | 62 |
| | 1.000 @ 30' 0 | | | | | | | | | |
| 14 | W 12" X 96# - A992 | 2 | 55.000 | 10,560.0 | 77.95 | 7,483.20 | 4115.76 | 0.00 | 8,231.52 | 62 |
| | 2.000 @ 27' 0 | | | | | | | | | |
| | 1.000 @ 29' 0 | | | | | | | | | |
| | 1.000 @ 25' 0 | | | | | | | | | |
| 15 | W 12" X 96# - A992 | 1 | 60.000 | 5,760.0 | 77.95 | 7,483.20 | 4489.92 | 0.00 | 4,489.92 | 62 |
| | 2.000 @ 29' 0 | | | | | | | | | |
| 16 | W 12" X 120# - A992 | 1 | 65.000 | 7,800.0 | 78.95 | 9,474.00 | 6158.10 | 0.00 | 6,158.10 | 62 |
| | 1.000 @ 32' 0 | | | | | | | | | |
| | 1.000 @ 31' 0 | | | | | | | | | |
| | FT STOCK 4-5 DAYS TO STOCKTON | | | | | | | | | |
| 17 | Processing Charge | 1 | | | 0.00 | 0.00 | 3800.00 | 0.00 | 3,800.00 | 62 |
| 18 | W 12" X 136# - A992 | 1 | 45.000 | 6,120.0 | 77.95 | 10,601.20 | 4770.54 | 0.00 | 4,770.54 | 62 |
| | 1.00 @ 35.000 | | | | | | | | | |

BROWN STRAUSS STEEL
AN EMPLOYEE OWNED COMPANY

Brown Strauss Steel
4315 E. Mariposa Rd.
Stockton CA 95215
United States
209-467-3193

# Quote

**Order No.:** EST0054841
**Quote Date:** 8/5/2025
**Expiration Date:**
**Salesperson:** 208
**Date Wanted:**
**Ship Via:**

**Invoice To:**

AZUL WORKS INC
1400 Egbert Ave
San Francisco CA 94124-3222
United States

Customer #: C004110
Attention:

**Deliver To:**

AZUL WORKS INC
1400 Egbert Ave
San Francisco CA 94124-3222
United States
Phone: 4155581507
Fax: 4155581556

**Conditions:**
1. Material subject to prior sale.
2. Quantity changes may cause change in pricing.
3. Saw cutting tolerance of +/- 1/8".
4. All quotations are subject to change without notice.
5. Please review for errors and omissions.

| | |
|---|---|
| **Sale Amount:** | 99,298.11 |
| **Order Disc( 0.0000%):** | 0.00 |
| **Surcharge:** | N/A |
| **Sales Tax:** | 0.00 |
| **Misc Charges:** | 0.00 |
| **Total Amount:** | 99,298.11 |

PULL HEAT NUMBERS

| | |
|---|---|
| **Total Weight:** | 118,610.00 |

**Chris Kahney**

**From:** Gabe Philastre <gabe@pacificgalvanizing.com>
**Sent:** Tuesday, April 15, 2025 6:25 AM
**To:** Chris Kahney
**Subject:** Re: Beam Quote

This email originated from outside of AzulWorks Inc. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Chris

We can do this one for $0.35 per pound with trucking included. Let me know if you have any questions.

Gabe

On Mon, Apr 14, 2025 at 4:58 PM Chris Kahney <chris@azulworks.com> wrote:

Gabe

Per our conversation I have 44 each beams that I need a quote for galvanizing:

I understand you do the transport correct ?

They will need collecting from our yard in American Canyon and delivering to our jobsite in Fremont, CA after galvanizing.

Let me know if you need anything else

Chris.

Chris Kahney

V.P. - Estimating

PJ's REBAR & STUD RAILS
*Pre-Assembled Rebar Products*
Rebar...*ReDefined*

Quote#: 0063148
45055 Fremont Blvd. - Fremont, CA 94538
TEL#: 800-347-7141 - FAX 866-333-2FAX

# Quotation

COMPANY: AZULWORKS INC
CONTACT: FONSECA, LUIS
JOB NAME: OUSD FREMONT HS
QUOTE DATE: August 04, 2025

PRELIEN INFORMATION REQUIRED PRIOR TO FIRST DELIVERY
THIS QUOTATION WILL EXPIRE ON September 02, 2025
**FOR REBAR SOURCING PLEASE SEE IMPORTANT READ SIGN SECTION**

| METHOD OF PAYMENT | COUNTY TAX | F.O.B. | ESTIMATE REF. | SALESPERSON |
|---|---|---|---|---|
| NET 30 DAYS | 10.250 % | DELIVERED | | FEIL, JOHN |

| ITEM | DESCRIPTION | TOTAL |
|---|---|---|
| CAGES | 43 CAGES<br>* PER SHOP DRAWINGS<br>* PRE-TIED BY PJ'S REBAR | $12,441.00 |
| | **CAGES SubTotal:** | $12,441.00 |

| QTY | UOM | ITEM | DESCRIPTION | UNIT PRICE | TOTAL |
|---|---|---|---|---|---|
| 2 | Ea | DELIVERY | | $500.00 | $1,000.00 |
| 2 | | | **DELIVERY SubTotal:** | | $1,000.00 |

**DELIVERY SURCHARGE:**
**DELIVERY CHARGE SUBJECT TO CHANGE BASED ON FUEL PRICES**

| | |
|---|---|
| **SubTotal:** | $13,441.00 |
| **Sales Tax:** | $1,377.70 |
| **Grand Total:** | $14,818.70 |

PJ's REBAR & STUD RAILS
Pre-Assembled Rebar Products
Rebar...ReDefined

Quote#: 0063148

45055 Fremont Blvd. - Fremont, CA 94538
TEL#: 800-347-7141 - FAX 866-333-2FAX

**INCLUSION & ASSUMPTIONS:**

PJ's REBAR & STUD RAILS
Pre-Assembled Rebar Products
Rebar...ReDefined

Quote#: 0063148
45055 Fremont Blvd. - Fremont, CA 94538
TEL#: 800-347-7141 - FAX 866-333-2FAX

## INCLUSION & ASSUMPTIONS (cont'd):

**Standard Lead Time**:
This bid is based on a standard lead time listed below. Additional charges will apply for orders requested sooner than our standard lead time. Lead time is determined based on the time the order generated to the requested delivery date, not when the order is confirmed. Fabrication Lead Time = 3 days Preassembled Lead Time = 10 business days.

**Detailing and Shop Drawings:**
Pricing includes both detailing and required shop drawings submittals and plans to jobsite. Detailing charges to be billed when drawings are submitted for approval or upon each release. Re-detailing charges may apply and will be billed at a rate of $ 75.00 /hr ( or at contract price if significant changes are required) and are extra to this contract.

**Agreed Upon Pricing Structure:**

Lump Sum: It is understood that this is a Lump Sum billable project. Therefore, if unit price or estimated weights are listed above, it is for reference bidding purposes only. Additionally, the unit price may change periodically based on the amount left to ship or remainder of contract due to be billed. PJ's reserves the right to bill up to the Lump Sum amount upon final shipment or notice of completion. PJ's will submit a final billing to complete this contract. PJ's will not bill above this Lump Sum amount unless change orders, extras to contract, or Buyer ordering errors occur.

**Transportation**
Includes up to 2 deliveries to jobsite. Deliveries must be unloaded within two hours of arrival. If more time is necessary, there will be a detention charge of $75 per hour. Additional deliveries, excluding those caused by PJ's errors or corrections, will cost $500.00 per load.

All deliveries arrived on site are FOB. The material is to be offloaded by the purchasing contractor. Pj's Rebar Inc. is not responsible for unloading or rigging any materials on the truck or trailer.

## DRAWING REFERENCES:

PJ's REBAR & STUD RAILS
Pre-Assembled Rebar Products
Rebar...ReDefined

Quote#: 0063148

45055 Fremont Blvd. - Fremont, CA 94538
TEL#: 800-347-7141 - FAX 866-333-2FAX

**EXCLUSIONS:**

1. Bonds or rentention on material or our labor.
2. Establishment of grades, lines of templates.
3. All Testing and inspection.
4. Cleaning, reworking or cutting of existing reinforcement.
5. Hoisting, lowering or placing.
6. Pile dowels, smooth bar, mesh or drilling ( unless quoted specifically above ).
7. Masonry reinforcement of any kind ( unless quoted specifically above ).
8. sidewalk, paving site work, curb and gutter ( unless noted above ).
9. Welding, end prep, form savers, or coupler systems ( unless noted above ).
10. Traffic control, over-length or special permits related to travel or access.
11. Post-Tension ( unless noted above ).
12. Dumpster for clean up, removal of excess rebar ( additional costs apply ).
13. Hold down steel, rebar protection, and additional template steel.
14. Any phases not previously priced or mentioned.
15. Detailing cost as a result of significant drawing revisions.
16. Excludes additional fuel or delivery charges.
17. Chairs or accessories ( unless noted above ).
18. Trim and/or additional rebar required at Mech Openings.

PJ's REBAR & STUD RAILS
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45055 Fremont Blvd. - Fremont, CA 94538
TEL#: 800-347-7141 - FAX 866-333-2FAX

**SPECIAL INSTRUCTIONS:**

**JOB PARAMETERS:**

**Fabrication Start Date:** September 02, 2025

**Shipping Completion Date:** November 01, 2025

**Job Name and Delivery Address:**

**Job Name:** OUSD FREMONT HS

**Address:**

**Street:**

**City:** OAKLAND

**Zip:**

**State:** CA

PJ's REBAR & STUD RAILS
Pre-Assembled Rebar Products
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Quote#: 0063148

45055 Fremont Blvd. - Fremont, CA 94538
TEL#: 800-347-7141 - FAX 866-333-2FAX

## IMPORTANT READ AND SIGN

General Conditions and Disclaimers:

The purchaser, without charge to the seller, shall provide access roads to the point where material is to be placed or hoisted, grades, lines, racks, templates, hoisting, and adequate scaffold in place, if needed. Provide space
for delivery and storage of steel accessible to semi-tractor trailer or bobtail deliveries and adjacent to place where material is to be placed or hoisted. Purchaser is responsible for providing latest set of drawings, addendums, and corrected shop drawings in a timely manner in order to ensure correct material is fabricated and delivered. Orders will not be fabricated until approved shop drawings have been returned from engineer unless consented to by the purchaser, PJ's cannot guarantee quantity or dimensions without approved drawings. Detailing, fabrication and delivery will be in accordance with C.R.S.I. standards. Above prices are based on splicing and or coupling of reinforcing steel where shown on plans ONLY. The purchaser will pay for any additional splices or couplers for the convenience of purchaser that are not paid by the owners.

All terms and conditions of this quotation are to be incorporated into the subcontract agreement between the seller and general contractor.

**Volatility Disclaimer:** (1) All quotations are based upon the best pricing information currently available and may be good for no longer than 30 calendar days (2) After the thirtieth day, if the quotation is not signed and approved with a confirmed ship and complete date, this quotation may require re-pricing based on current market conditions. (3) Start and complete dates must accompany all valid orders. Quotes will be priced based upon the best information
available based on anticipated start and complete dates for job. If the project starts later than anticipated, for any reason or continues beyond the complete date, job may be subject to additional pricing. (4) PJ's will be held harmless
and without penalty, liquidated damages or back charges due to any material shortages caused by mill shortages, delays, or cancellations. (5) Given the fluctuation of both scrap and rebar prices historically, PJ's reserves the right to fabricate, ship and invoice for any and all portions of project. Customer is responsible for any refusals of rebar based on these disclaimers.

**Taxation:** Sales tax subject to change based on California updated tax rates.

**Rebar Source:** PJ's reserves the right to purchase both domestic or import ASTM A615/A706 rebar for this quote unless otherwise told. Due to the lack of domestic suppliers ability to provide material, it's given PJ's no choice but to provide imported rebar from several countries.

Buyer's signature and acceptance of terms and conditions:

Date: __ / __ / __

By: _____

Print Name: _____

Print Title: _____

**0583-01 OUSD FREMONT HIGH SCHOOL - TIME DELAY LOG** **9/2/2025**

| Activity ID | Activity name | Start | End | Duration(WD) | Duration (CD) | Critical Path Delay | TCO Change | Status of Delay | Concurrency | Date Issued to Owner |
|---|---|---|---|---|---|---|---|---|---|---|
| | DSA PLAN DELAY - Plan Approval | 6/4/2025 | 7/2/2025 | 21 | 29 | YES | 5/3/2026 | Incurred | None | |
| | DSA PLAN DELAY - Review & Pricing of Plan Changes | 7/3/2025 | 7/25/2025 | 15 | 22 | YES | 5/25/2026 | Incurred | None | |
| | DSA PLAN CHANGES - Added Duration to Pier Scope | 7/25/2025 | 8/8/2025 | 10 | 14 | YES | **6/8/2026** | Incurred | None | |
| | CLASS 1 SOIL TESTING & REMOVAL at Parking Lot | | 8/21/2025 | | 0 | NO | None | Incurred | Yes | |
| | SOIL COMPACTION ISSUES | 8/25/2025 | **TBD** | **On going** | | NO | | On going | Yes | |
| | | | | | | | | | | |
| | | | | | | | | | | |

| | |
|---|---|
| Orig Start | 6/4/2025 |
| Orig End | 4/3/2026 |

| Month no | Project Completion(Days) | Delay during period | DELAYS (Calendar Days) | | | | Comments | |
|---|---|---|---|---|---|---|---|---|
| | | | | Excusable Non compensable | Excusable Compensable | | | |
| 0 | 304 | 0 | | | | | | |
| 1 | 330 | 26 | | 0 | 26 | | NTP issued 6/4/25<br>Awaiting DSA approved drawings | june |
| 2 | 361 | 31 | | 0 | 31 | | | july |
| 3 | 369 | 8 | | 0 | 8 | | | aug |
| 4 | | | | | | | | sept |
| 5 | | | | | | | | oct |
| 6 | | | | | | | | nov |
| | | | | | | | | |
| TOTAL | | 65 | | 0 | 65 | | | |

| | |
|---|---|
| **NEW TCO DATE** | **6/8/2026** |

CAHILL

**OUSD Fremont Phase 6**
**Project Data Summary**
**9/2/2025**

| | |
|---|---|
| Project Name | **OUSD Fremont Phase 6 - PCO 007 PHASE 2 DSA Approved Plan Set Part 2 (Drilled Piers & Extended GC's)** |
| Address / City | 4610 Foothill Blvd, Oakland |
| Owner / Developer | OUSD |
| Construction Manager | |
| Architect / Designer | Hibser Yamauchi |
| Total Floor Area | 30,000 |
| Drawing Phase: | 100% SD |
| Project Start Date: | 6/1/2025 |
| Project Duration (mos) | mos |
| Project Duration (wks) | wks |

| | | |
|---|---|---|
| Principal / Vice President | $325.00 | /hr |
| Project Executive / Project Director | $225.00 | /hr |
| Senior Project Manager / Estimator | $200.00 | /hr |
| Project Manager / Estimator | $150.00 | /hr |
| Assistant Project Manager | $115.00 | /hr |
| Area Safety Manager | $115.00 | /hr |
| Jobsite Safety Coordinator (JSC) | $115.00 | /hr |
| Project Engineer / Jr. Estimator | $105.00 | /hr |
| BIM / CAD Technician | $150.00 | /hr |
| Project Accountant / Admin | $90.00 | /hr |
| Labor Escalation Rate | 4.65% | after 7/1/23 |
| Field Burden Rate | 100.00% | |
| Base Superintendent Hourly Rate | $90.00 | /hr |
| Supt Rate Incl Bdn, Escal | $188.37 | /hr |
| Base Asst Superintendent Hourly Rate | $78.00 | /hr (Check with Mina/Jenny) |
| Asst Supt Rate Incl Bdn, Escal | $163.25 | /hr |
| Base Carpenter Hourly Rate | $62.34 | /hr |
| Carp Rate Incl Bdn, Escal | $130.48 | /hr |
| Base Laborer Hourly Rate | $38.05 | /hr |
| Lab Rate Incl Bdn, Escal | $79.64 | /hr |

| GENERAL CONDITIONS | M & E | LABOR | TOTAL |
|---|---|---|---|
| Project Staffing | 4,050 | 150,025 | 154,075 |
| Field Offices & Sheds | 2,200 | 0 | 2,200 |
| Misc General Expenses | 1,000 | 0 | 1,000 |
| Subtotal General Conditions | 7,250 | 150,025 | 157,275 |
| **Grand Total General Conditions** | | | **157,275** |

| GENERAL REQUIREMENTS | M & E | LABOR | TOTAL |
|---|---|---|---|
| Utility Services | 0 | 0 | 0 |
| Project Clean-Up | 0 | 0 | 0 |
| Quality Management Program | 0 | 0 | 0 |
| Safety Program | 900 | 0 | 900 |
| Equipment | 0 | 0 | 0 |
| Jobsite Control & Security | 0 | 0 | 0 |
| Jobsite Services | 0 | 0 | 0 |
| Subtotal General Requirements | 900 | 0 | 900 |
| **Grand Total General Requirements** | | | **900** |

| | |
|---|---|
| **Grand Total General Conditions & Requirements** | **158,175** |

# General Conditions

| VP Code | ITEM / DESCRIPTION | QTY | UNIT | M&E $/UNIT | M & E | LABOR $/UNIT | LABOR | TOTAL | REMARKS |
|---|---|---|---|---|---|---|---|---|---|
| | **PROJECT STAFFING** | | | | | | | | |
| | **Site Supervision** | | | | | | | | |
| 01-3110 | Field Superintendent | 9 | wks | 250.00 | 2,250 | 7,534.80 | 67,813 | 70,063 | $250/wk car allowance incl. |
| 01-3111 | Ass't. Superintendent | 9 | wks | 200.00 | 1,800 | 3,265.08 | 29,386 | 31,186 | 20 hours/ week |
| 01-3120 | Senior Superintendent | 9 | wks | | 0 | | 0 | 0 | |
| | **Project Management** | | | | | | | | |
| 01-3130 | Vice President | 2 | mos | | 0 | 0.00 | 0 | 0 | |
| 01-3130 | Project Executive / Director | 0 | mos | | 0 | 7,794.00 | 0 | 0 | 8 hours/ week |
| 01-3140 | Senior Project Manager | 2 | mos | | 0 | 17,320.00 | 34,640 | 34,640 | 20 hours/ week |
| 01-3150 | Project Manager (Cahill) | 2 | mos | | 0 | 0.00 | 0 | 0 | |
| 01-3160 | Asst. Project Manager (FOCON) | 0 | mos | | 0 | | 0 | 0 | |
| 01-3170 | Project Engineer | 2 | mos | | 0 | 9,093.00 | 18,186 | 18,186 | 20 hours/ week |
| 01-3180 | Project Interns | 2 | mos | | 0 | | 0 | 0 | |
| 01-3191 | BIM / Revit Technician (D. Lam) | 2 | mos | | 0 | | 0 | 0 | Include on MEPS Lines |
| 01-3196 | BIM / Revit Technician Consultant | 2 | mos | | 0 | | 0 | 0 | Include on MEPS Lines |
| | Project Estimator | 2 | mos | | 0 | | 0 | 0 | |
| 01-3199 | MEPS Coordinator | 2 | mos | | 0 | | 0 | 0 | |
| 01-3184 | Field Admin Staff / Project Coordinator | 2 | mos | | 0 | | 0 | 0 | |
| 01-3197 | SBE / Local Hire Consultant | 2 | mos | | 0 | | 0 | 0 | |
| 01-3197 | Local Hire Labor Consultant - D. Ma | 2 | mos | | 0 | | 0 | 0 | |
| 01-3185 | Project Accountant | 2 | mos | | 0 | | 0 | 0 | |
| 01-319x | Scheduling Consultant | 0 | ls | 10,000.00 | 0 | | 0 | 0 | Assume not required |
| | IT Support | 2 | mos | | 0 | | 0 | 0 | |
| | **TOTAL PROJECT STAFFING** | | | | **4,050** | | **150,025** | **154,075** | |
| | **FIELD OFFICES & SHEDS** | | | | | | | | |
| 01-5213 | Field Office & Shed Rental | 0 | mos | 1,500.00 | 0 | | 0 | 0 | Basic job office |
| 01-5213 | Furniture / Office Equip | 0 | ls | 500.00 | 0 | | 0 | 0 | Minimal |
| 01-5214 | Field Offices & Shed Delivery & Removal | 0 | ls | 1,000.00 | 0 | | 0 | 0 | Mob / Demob |
| 01-5214 | Connect Trailer Utilities - Phone, Power, Water | 0 | ls | 4,000.00 | 0 | | 0 | 0 | |
| 01-5221 | Telephone & Mobile Phones | 2 | mos | 450.00 | 900 | | 0 | 900 | |
| 01-5222 | Drinking Water | 2 | mos | 150.00 | 300 | | 0 | 300 | |
| 01-5222 | Office Supplies | 2 | mos | 150.00 | 300 | | 0 | 300 | |
| 01-5223 | Copier / Printer - Incl Ink & Paper | 2 | mos | 350.00 | 700 | | 0 | 700 | |
| 01-5222 | Computers & IT - Equipment | 0 | ls | 500.00 | 0 | | 0 | 0 | |
| 01-5222 | Allow "IT Station" (Laptop & Printer) for subs | | ls | | 0 | | 0 | 0 | |
| 01-5800 | Project Sign | 0 | ea | 1,500.00 | 0 | | 0 | 0 | |
| 01-9920 | Security Containers | 0 | mos | 500.00 | 0 | | 0 | 0 | |
| | **TOTAL FIELD OFFICES & SHEDS** | | | | **2,200** | | **0** | **2,200** | |
| | **GENERAL EXPENSES** | | | | | | | | |
| | **Agency Fees** | | | | | | | | |
| 01-4100 | Building Permit | | ls | | 0 | | 0 | 0 | Exclude - By Owner |
| 01-4110 | CAL/OSHA Permit | 0 | ls | 250.00 | 0 | | 0 | 0 | |
| 01-4130 | Street Closure / Special Traffic Permits | | ls | | 0 | | 0 | 0 | |
| 01-4140 | Street Space Permit | | ls | | 0 | | 0 | 0 | Exclude - By Owner |
| 01-0080 | Bonds for Street Excavations | | ls | | 0 | | 0 | 0 | |
| | **Miscellaneous Items** | | | | | | | | |
| 01-5224 | Messenger Delivery Service / Postage | 0 | wks | 200.00 | 0 | | 0 | 0 | |
| 01-5231 | Travel, incl. Mileage, Bridge Toll | 0 | mos | 500.00 | 0 | | 0 | 0 | |
| 01-5232 | Parking (for General Conditions only) | 2 | mos | 0.00 | 0 | | 0 | 0 | Trade Parking on line items |
| | Entertainment / Ceremonies | | ls | | 0 | | 0 | 0 | |
| 01-5240 | Print Drawings / Blueprints | 0 | mos | | 0 | | 0 | 0 | Assume not required |
| 01-5240 | Plan Grid Fees | | ls | 2,000.00 | 0 | | 0 | 0 | Not used after 12/2021, add tech fee |
| 01-5240 | Procore PM Software Fees | 0 | ls | 225.00 | 0 | | 0 | 0 | In tech fee |
| 01-5240 | Primavera P6 Schedule Software Fees | 0 | ls | 15,000.00 | 0 | | 0 | 0 | In tech fee |
| 01-5241 | Draft As-Builts | 0 | ls | 5,000.00 | 0 | | 0 | 0 | By PM in procore |
| 01-319x | Final Audit - Accounting Time | | ls | | 0 | | 0 | 0 | |
| 01-5250 | Other Misc. General Expenses | 1 | ls | 1,000.00 | 1,000 | | 0 | 1,000 | |
| | **TOTAL GENERAL EXPENSES** | | | | **1,000** | | **0** | **1,000** | |

# General Requirements

| VP Code | ITEM / DESCRIPTION | QTY | UNIT | M&E $/UNIT | M & E | LABOR $/UNIT | LABOR | TOTAL | REMARKS |
|---|---|---|---|---|---|---|---|---|---|
| | **UTILITY SERVICES** | | | | | | | | |
| | **Electrical** | | | | | | | | |
| 01-5113 | Electrical Consumption | 0 | mos | 750.00 | 0 | | 0 | 0 | By electrical sub |
| 01-5114 | Temp Elec Service - PG & E Fees | 2 | mos | | 0 | | 0 | 0 | use existing power |
| 01-5114 | Temp Elec Service - Cahill Costs | 2 | mos | | 0 | | 0 | 0 | use existing power |
| 01-5114 | Set up Temp Elec - X-frmr, Panels | | ls | | 0 | | 0 | 0 | use existing power |
| 01-5114 | Set up Temp Elec - Lights, Spider Boxes | 0 | mos | 2,500.00 | 0 | | 0 | 0 | By electrical sub |
| 01-9904 | Temp Elec Equipment Rental | 2 | mos | | 0 | | 0 | 0 | direct trade cost |
| 01-5114 | Set Up Temp Elec Generator | | ls | | 0 | | 0 | 0 | direct trade cost |
| 01-5114 | Temp Generator - Rental, Fuel & Service | 2 | mos | | 0 | | 0 | 0 | direct trade cost |
| | **Water** | | | | | | | | |
| 01-5136 | Water Consumption | 0 | mos | 1,000.00 | 0 | | 0 | 0 | By plumbing sub |
| 01-5137 | Set Up Temp Water | | ls | | 0 | | 0 | 0 | direct trade cost |
| 01-5129 | **Gasoline, Diesel, Oil** | 2 | mos | | 0 | | 0 | 0 | |
| | **TOTAL UTILITY SERVICES** | | | | **0** | | **0** | **0** | |
| | **PROJECT CLEAN-UP** | | | | | | | | |
| 01-7410 | Debris Boxes | 9 | wks | | 0 | | 0 | 0 | By trades |
| 01-9906 | Misc. Clean-up Materials | 9 | wks | | 0 | | 0 | 0 | By trades |
| 01-7413 | Clean-up Job Offices | 9 | wks | | 0 | | 0 | 0 | by Super / PE |
| 01-7413 | Clean-up Building (Interim) | 9 | wks | | 0 | | 0 | 0 | By trades |
| 01-7416 | Clean-up Site | 9 | wks | | 0 | | 0 | 0 | By trades |
| - | Sub Clean-up | N/A | | | | | | | Trade Cleanup by Subs |
| 01-7416 | Street / Garage Sweepers | | ls | | 0 | | 0 | 0 | direct trade cost |
| 01-9906 | Rubbish Chutes | | ls | | 0 | | 0 | 0 | direct trade cost |
| 01-7423 | Final Clean Up / Janitorial | N/A | | | | | | | Incl in Line Items |
| | **TOTAL CLEAN-UP** | | | | **0** | | **0** | **0** | |
| | **QUALITY MANAGEMENT PROGRAM** | | | | | | | | |
| | **QA / QC Staff** | | | | | | | | |
| 01-4500 | QA / QC Manager - On Site Services only | 9 | wks | | 0 | | 0 | 0 | by Super / PM team |
| 01-4500 | QA / QC Carpenter - Onsite Labor | 9 | wks | | 0 | | 0 | 0 | direct trade cost |
| 01-4500 | QA / QC Admin | 9 | wks | | 0 | | 0 | 0 | |
| | **Exterior Skin** | | | | | | | | |
| 01-4500 | Framing Inspections / Verification | | ls | | 0 | | 0 | 0 | direct trade cost |
| 01-4520 | Window Testing & Inspections | | ls | | 0 | | 0 | 0 | direct trade cost |
| 01-4540 | Roof Flood Testing & Inspections | | ls | | 0 | | 0 | 0 | direct trade cost |
| 01-4550 | Exterior Skin Mockup | | ls | | 0 | | 0 | 0 | direct trade cost |
| | **Interior** | | | | | | | | |
| 01-4560 | Interior Unit Mockups | | ls | | 0 | | 0 | 0 | N/A - not residential |
| 01-4560 | Misc Finish Mockups | | ls | | 0 | | 0 | 0 | direct trade cost |
| 01-4560 | First In Place Work Inspections | | ls | | 0 | | 0 | 0 | direct trade cost |
| | **TOTAL QA / QC** | | | | **0** | | **0** | **0** | |

## General Requirements

| VP Code | ITEM / DESCRIPTION | QTY | UNIT | M&E $/UNIT | M & E | LABOR $/UNIT | LABOR | TOTAL | REMARKS |
|---|---|---|---|---|---|---|---|---|---|
| | **SAFETY PROGRAM** | | | | | | | | |
| | **Safety Personnel** | | | | | | | | |
| 01-3500 | Area Safety Manager | | wks | | 0 | | 0 | 0 | Included in our burden rate |
| 01-3500 | Jobsite Safety Coordinator | 9 | wks | | 0 | | 0 | 0 | direct trade cost |
| 01-3500 | On Site Safety Carpenter | 9 | wks | | 0 | | 0 | 0 | direct trade cost |
| 01-3500 | On Site Safety Laborer | 9 | wks | | 0 | | 0 | 0 | direct trade cost |
| | **Pandemic Personnel and Costs** | | | | | | | | If applicable |
| 01-3600 | Covid Safety Compliance Monitor (SCO) | 0 | wks | | 0 | | 0 | 0 | Incl'd in estimate w/ direct costs (Line 51) |
| 01-3400 | Social Distance Monitor | | wks | | 0 | | 0 | 0 | Incl'd in estimate w/ direct costs (Line 51) |
| 01-3400 | Clean & Disinfect Personnel (Laborer) | | wks | | 0 | | 0 | 0 | Incl'd in estimate w/ direct costs (Line 51) |
| 01-3400 | Cleaning Supplies - Disinfectant, Wipes, Signs, etc. | | mo | | 0 | | 0 | 0 | Incl'd in estimate w/ direct costs (Line 51) |
| | **Site Specific Safety Costs** | | | | | | | | |
| 01-3530 | Safety Training - Job Specific | | ls | | 0 | | 0 | 0 | Staff Training incl in Ins Rate |
| 01-9909 | Safety Gear & Equipment (PPE) | 1 | ls | 300.00 | 300 | | 0 | 300 | Hardhats, Vests, Rain Gear, Eyeglasses, etc. |
| 01-9909 | Safety Materials | 1 | ls | 400.00 | 400 | | 0 | 400 | Misc Materials (Shade structures, lumber, other mis |
| 01-9909 | First Aid & Onsite Safety Services | | ls | | 0 | | 0 | 0 | Incl. above |
| 01-9909 | Fire Extinguishers | 1 | ea | 200.00 | 200 | | 0 | 200 | |
| | **OSHA Railings** | | | | | | | | |
| 01-5610 | Building Exterior | | lf | | 0 | | 0 | 0 | Incl on Trade Line Items |
| 01-5610 | Building Interior Openings | | lf | | 0 | | 0 | 0 | Incl on Trade Line Items |
| 01-5610 | Building Stairs | | lf | | 0 | | 0 | 0 | Incl on Trade Line Items |
| 01-5610 | Trenches, Open Excavations | | lf | | 0 | | 0 | 0 | Incl on Trade Line Items |
| 01-5610 | Maintain / Remove Handrails | | wks | | 0 | | 0 | 0 | Incl on Trade Line Items |
| | **TOTAL SAFETY PROGRAM** | | | | **900** | | **0** | **900** | |
| | **EQUIPMENT** | | | | | | | | |
| | **Small Tools & Equipment** | | | | | | | | |
| 01-9908 | Radios | 0 | mos | 350.00 | 0 | | 0 | 0 | Assume none |
| 01-9920 | Small Tools & Equipment | 0 | mos | 1,500.00 | 0 | | 0 | 0 | Subcontractor credit |
| | **Hoisting / Crane Service** | | | | | | | | |
| 01-5430 | Tower Crane | | ls | | 0 | | 0 | 0 | Trade Line Item (See Separate Tab Sheet) |
| 01-5440 | Rigging Foreman / Pick Zone Supervisor | | wks | | 0 | | 0 | 0 | Incl by Trades |
| 01-9913 | Mobile Crane | | ls | | 0 | | 0 | 0 | Incl by Trades |
| | **Personnel & Material Hoists** | | | | | | | | |
| 01-5416 | Personnel Hoist | | ls | | 0 | | 0 | 0 | Trade Line Item (See Separate Tab Sheet) |
| 01-9913 | Material Hoist | | ls | | 0 | | 0 | 0 | Trade Line Item (See Separate Tab Sheet) |
| 01-5413 | Temp Elevator Operator | | wks | | 0 | | 0 | 0 | |
| | **Scaffolding** | | | | | | | | |
| 01-5450 | Exterior Scaffold | | ls | | 0 | | 0 | 0 | Trade Line Item (See Separate Tab Sheet) |
| 01-5452 | Interior Scaffold | | ls | | 0 | | 0 | 0 | Trade Line Item (See Separate Tab Sheet) |
| 01-5601 | Pedestrian Canopy (If required) | 9 | wks | | 0 | | 0 | 0 | Trade Line Item (See Separate Tab Sheet) |
| | **TOTAL EQUIPMENT** | | | | **0** | | **0** | **0** | |
| | **JOBSITE CONTROL & SECURITY** | | | | | | | | |
| | **Traffic & Pedestrian Control / Flagging** | | | | | | | | |
| 01-5600 | Perimeter Fences & Gates | 0 | lf | 30.00 | 0 | | 0 | 0 | By subcontractor |
| 01-5601 | Pedestrian Barricades / Temp Walkway | | ls | | 0 | | 0 | 0 | Allow for Temp Conditions |
| 01-5500 | Flagging for Deliveries / Traffic Control | 9 | wks | | 0 | | 0 | 0 | Incl by Trades |
| 01-5800 | Temp Signs / Wayfinding | | ls | | 0 | | 0 | 0 | Incl by Trades |
| 01-9910 | Flashing Arrowboards / Lights | | ls | | 0 | | 0 | 0 | Incl by Trades |
| 01-9920 | Temp Locks & Security Materials | | ls | | 0 | | 0 | 0 | Locks, Fencing, Storage |
| | **Jobsite Security Service** | | | | | | | | |
| 01-5640 | Guard Service - Off Hour Guard Service | 0 | wks | 29,624.00 | 0 | | 0 | 0 | Trade Line Item |
| 01-5650 | Guard Service - Cameras, Roving Guard | 0 | mos | 4,000.00 | 0 | | 0 | 0 | Trade Line Item |
| | **TOTAL JOBSITE CONTROL & SECURITY** | | | | **0** | | **0** | **0** | |

## General Requirements

| VP Code | ITEM / DESCRIPTION | QTY | UNIT | M&E $/UNIT | M & E | LABOR $/UNIT | LABOR | TOTAL | REMARKS |
|---|---|---|---|---|---|---|---|---|---|
| | **JOBSITE SERVICES** | | | | | | | | |
| | **Sanitation** | | | | | | | | |
| 01-5219 | Chemical Toilets / Wash Stations | 0 | mos | 2,000.00 | 0 | | 0 | 0 | |
| 01-5219 | Hoist and Empty Toilets at Upper Floors | 2 | mos | | 0 | | 0 | 0 | N/A |
| | **Weather Protection / Environmental Controls** | | | | | | | | |
| 07-5020 | Temp Roofing / Waterproofing | | | | 0 | | 0 | 0 | Incl on Trade Line Items |
| 01-9905 | Temp Heat / Air / Dehumidifiers | | | | 0 | | 0 | 0 | Incl on Trade Line Items |
| 01-5750 | Pumping / Rainwater Mgt | | | | 0 | | 0 | 0 | Incl on Trade Line Items |
| 01-5700 | SWPPP | NA | | | | | | | Incl on Trade Line Items |
| | **Layout & Surveying** | | | | | | | | |
| 01-7100 | Outside Surveyor | | days | | 0 | | 0 | 0 | Incl on Trade Line Items |
| 01-3200 | Progress Photos / Multivista | | ls | | 0 | | 0 | 0 | Incl on Trade Line Items |
| 01-7110 | Adjacent Building Surveying & Monitoring | | wks | | 0 | | 0 | 0 | Incl on Trade Line Items |
| 01-7130 | Layout Carpenter (General) | 9 | wks | | 0 | | 0 | 0 | Incl on Trade Line Items |
| 02-0010 | TV Sewer Survey | | ls | | 0 | | 0 | 0 | Incl on Trade Line Items |
| | **Temporary Protection** | | | | | | | | |
| 01-5620 | Dustproof Partitions | | ls | | 0 | | 0 | 0 | Incl on Trade Line Items |
| 01-5620 | Maintain Temporary Protection | | wks | | 0 | | 0 | 0 | Incl on Trade Line Items |
| 01-5620 | Finished Work | | ls | | 0 | | 0 | 0 | Incl on Trade Line Items |
| 01-5620 | Line Elevator Cabs & Jambs | | ls | | 0 | | 0 | 0 | Incl on Trade Line Items |
| 01-5620 | Adjacent Building Protection | | ls | | 0 | | 0 | 0 | Incl on Trade Line Items |
| 01-5620 | Temp Protect Sitework | | ls | | 0 | | 0 | 0 | Incl on Trade Line Items |
| 01-5620 | Tub / Shower Protection | | ea | | 0 | | 0 | 0 | Incl on Trade Line Items |
| | **Project Plant Setup & Maintanance** | | | | | | | | |
| 01-5220 | Plant Maintenance | 0 | wks | 150.00 | 0 | | 0 | 0 | Labor included in project clean-up line |
| 01-5230 | Yard Deliveries | 0 | wks | | 0 | 398.19 | 0 | 0 | Allow 5 hrs / week |
| 01-5300 | Temporary Stairs / Ladders | | ls | | 0 | | 0 | 0 | Incl on Trade Line Items |
| 10-8100 | Pest Control (during construction) | | mos | | 0 | | 0 | 0 | Incl on Trade Line Items |
| 01-5260 | Phasing Allowance (based on job) | | | | | | | | |
| | **Post Construction Services** | | | | | | | | |
| 01-7813 | Punchlist (Staff Only) - Carp / Supervision | | wks | | 0 | | 0 | 0 | Incl on Trade Line Items |
| 01-7812 | Trade Damage | | units | | 0 | | 0 | 0 | Incl on Trade Line Items |
| 01-9000 | Commissioning | | ls | | 0 | | 0 | 0 | most likely by subs & in the trades |
| 01-8000 | Warranty / Call Back Administration | 0 | ls | | 0 | | 0 | 0 | Not requested in RFP |
| | **TOTAL JOBSITE SERVICES** | | | | **0** | | **0** | **0** | |

**OAKLAND UNIFIED SCHOOL DISTRICT**
**FREMONT HIGH SCHOOL -BUILDING A MODERNIZATION & NEW PARKING LOT**
**PROJ #** 22156

**PCO#007** REVISIONS TO DRILLED PIERS PER DSA DRAWINGS & ADDED GENERAL CONDITIONS DUE TO PROJECT DELAYS

**To:** JQ CORNISH - CM
**From:** Emil Vinuya, PE /Chief Cost Estimator
**Date:** 1-Oct-25

**General Comments:**

1 GENERAL CONTRACTOR: CAHILL

Cahill's General Conditions/General Requirements for additional 2 months duration appears reasonable.

2 FIRST TIER SUBCONTRACTOR - AZUL WORKS INC.

Hourly Labor Rates used by Azul for Operator/FM ($140) & Laborer/JM ($95) appear high vs District approved rates of Operator/FM ($122.42) & Laborer/JM ($80.76.). Please provide basis to validate.

Credit for the Original Scope of Work provided by Azul appear low. Azul provided a Credit for Original Scope of Work of $ $284.078.56+15% = $326,690.34 vs. $483,380 as indicated in Approved Schedule of Values. Please provide basis to validate.

| | | |
|---|---|---|
| 3 | GENERAL CONTRACTOR's COST PROPOSAL | $ 629,922 |
| | ESTIMATED CONSTRUCTION COST OF PCO#007 | $ 366,926 |

Project Name: **OAKLAND UNIFIED SCHOOL DISTRICT** **Project Number:** 22156
**FREMONT HIGH SCHOOL -BUILDING A MODERNIZATION & NEW** **Date:** 1-Oct-25
**Oakland, CA**

**Decription :** **PCO#007**

**REVISIONS TO DRILLED PIERS PER DSA DRAWINGS & ADDED GENERAL CONDITIONS DUE TO PROJECT DELAYS**

**Reference Drawing:** **CE#022 dated 09/02/2025**
**GEN. CONTRACTOR:** **CAHILL**

| | Total Base Labor Costs | Total Fringes | B) Total Material Costs | C) Total Rental Equipment Cost | Total Labor Burden | TOTAL |
|---|---|---|---|---|---|---|
| 1 | SHEET 1 of 2 | Summary | | | | |
| 2 | SHEET 2 of 2 | $ 150,924.50 | $ 3,200.00 | $ 4,050.00 | | $ 158,174.50 |
| 3 | | | | | | |
| 4 | | | | | | |
| 5 | | | | | | |
| 6 | Totals | $ 150,924.50 | + $ 3,200.00 | + $ 4,050.00 | + $ - | = $ 158,174.50 |
| 7 | | | | | | |
| 8 | | **Expenses:** | | | | |
| 9 | | Material Sales Tax..... | | 10.25% ..... of Total Material: | | Incl. |
| 10 | | Rental Sales Tax..... | | 10.25% ..... of Total Rental: | | Incl. |
| 11 | | | | **Subtotal - Line 7 thru 11:** | | **$ 158,175** |
| 12 | | | | | | |
| 13 | | | General Contractor OH&P: | 0.00% ..... | Total | $ - |
| 14 | | | | | | |
| 15 | | | | **Subtotal - Line 12 thru 18:** | | **$ 158,174.50** |
| 16 | | | | | | |
| 17 | | | | **Subcontracor Cost - AZUL** | | **$ 184,775.87** |
| 18 | | | | **TOTAL SUBCONTRACTOR'S COST** | | **$ 184,775.87** |
| 19 | | | | | | |
| 20 | | | | Subguard | 1.00% | $ 1,847.76 |
| 21 | | | | | Subtotal | **$ 344,798.13** |
| 22 | | | | Insurance | 1.35% | $ 4,654.77 |
| 23 | | | | | Subtotal | **$ 349,452.91** |
| 24 | | | | Fee | 5.00% | $ 17,472.65 |
| 25 | | | | **TOTAL PROBABLE CONSTRUCTION COST FOR CAHILL** | | **$ 366,926** |

| FREMONT HIGH SCHOOL -BUILDING A MODERNIZATION & NEW PARKING LOT | | | | | | | | | | | Date: 10/1/2025 |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | LABOR COST | | | MATERIAL COST | | EQUIPMENT COST | |
| No. | PCO#007 | No. of Units | Per | M.H. Per Unit | M. H. Total | Cost Per M. H. | Total Cost | Unit Cost | Total Cost | Unit Cost | Total Cost |
| **GEN Contractor :** | | **CAHILL** | | | | | | | | | |
| **Project Description:** | | **REVISIONS TO DRILLED PIERS PER DSA DRAWINGS & ADDED GENERAL CONDITIONS DUE TO PROJECT DELAYS** | | | | | | | | | |
| 1 | **SCOPE OF WORK:** | | | | | | | | | | |
| 2 | **Site Supervision** | | | | | | | | | | |
| 3 | Site Superintendent | 1 | EA | 360.000 | 360.00 | $ 188.37 | $ 67,813 | | | | |
| | Service Truck | 1 | EA | 9.000 | 9.00 | $ - | $ - | | | $ 250.0 | $ 2,250.0 |
| 4 | Asst. Supperintendent | 1 | EA | 180.000 | 180.00 | $ 163.25 | $ 29,385 | | | | |
| 5 | Service Truck | 1 | EA | 9.000 | 9.00 | $ - | $ - | | | $ 200.0 | $ 1,800.0 |
| 6 | | | | | | | | | | | |
| 7 | **Project Management** | | | | | | | | | | |
| 8 | Sr. Project Manager | 1 | EA | 160.000 | 160.00 | $ 216.50 | $ 34,640 | | | | |
| 9 | Project Engineer | 1 | EA | 160.000 | 160.00 | $ 113.66 | $ 18,186 | | | | |
| 10 | Safety Program | 1 | LS | 0.000 | 0.00 | $ - | $ 900 | | | | |
| 11 | | | | | | | | | | | |
| 12 | | | | | | | | | | | |
| 13 | | | | | | | | | | | |
| 14 | **Field Offices** | | | | | | | | | | |
| 15 | Telephone & Mobile | 2 | Mos | | | | | $ 450.00 | $ 900.00 | | |
| 16 | Drinking Water | 2 | Mos | | | | | $ 150.00 | $ 300.00 | | |
| 17 | Office Supplies | 2 | Mos | | | | | $ 150.00 | $ 300.00 | | |
| 18 | Copier/Printer - Incl. Ink & Paper | 2 | Mos | | | | | $ 350.00 | $ 700.00 | | |
| 19 | Miscellaneous Items | 1 | LS | | | | | $ 1,000 | $ 1,000.00 | | |
| 20 | | | | | | | | | | | |
| 21 | **LABOR BREAKDOWN:** | | | | | | | | | | |
| 22 | **BASE RATES:** | | | | | | | | | | |
| 23 | See above breakdown | | | | | | | | | | |
| 24 | | | | | | | | | | | |
| 25 | | | | | | | | | | | |
| 26 | | | | | | | | | | | |
| 27 | | | | | | | | | | | |
| 28 | **EQUIPMENT BREAKDOWN** | | | | | | | | | | |
| 29 | Not Used | | | 0.00 | 0.00 | | | | | $ - | $ - |
| 30 | | | | | | | | | | | |
| 31 | | | | | | | | | | | |
| 32 | | | | | | | | | | | |
| 33 | | | | | | | | | | | |
| 34 | | | | | | | | | | | |
| 35 | | | | | | | | | | | |
| 36 | | | | | | | | | | | |
| 37 | **SHEET TOTALS** | | | | | | **$ 150,925** | | **$ 3,200.00** | | **$ 4,050** |

| | | | |
|---|---|---|---|
| Project Name: | **OAKLAND UNIFIED SCHOOL DISTRICT** | **Project Number:** | 22156 |
| | **FREMONT HIGH SCHOOL -BUILDING A MODERNIZATION & NEW** | **Date:** | 1-Oct-25 |
| | **Oakland, CA** | | |

**Decription :** **PCO#007**

**REVISIONS TO DRILLED PIERS PER DSA DRAWINGS & ADDED GENERAL CONDITIONS DUE TO PROJECT DELAYS**

**DRILLED PIERS**

**Reference Drawing:** **CE#022 dated 09/02/2025**
**SUBCONTRACTOR:** **AZUL WORKS**

| | Total Base Labor Costs | B) Total Material Costs | C) Total Rental Equipment Cost | | TOTAL |
|---|---|---|---|---|---|
| 1 | SHEET 1 of 2 | | | | |
| 2 | SHEET 2 of 2 | | | | |
| 3 | $ 197,624 | $ 271,458.12 | $ 93,923.09 | | $ 563,005.11 |
| 4 | | | | | |
| 5 | | | | | |
| 6 | Totals $ 197,624 | + $ 271,458.12 | + $ 93,923.09 | = | $ 563,005.11 |
| 7 | | | | | |
| 8 | **Expenses:** | | | | |
| 9 | Material Sales Tax ..... | 9.25% ..... of Total Material: | | | Incl. |
| 10 | Rental Sales Tax..... | 9.25% ..... of Total Rental: | | | Incl. |
| 11 | | | | | |
| 12 | | **Subtotal - Line 7 thru 14:** | | **$** | **563,005.11** |
| 1 | | **NET ADD** | | **$** | **563,005.11** |
| 2 | Subcontractor's OH&P: | 15.00% .....of Total Labor | | $ | 84,450.77 |
| 3 | | | | | |
| 4 | | **Subtotal - Line 15 thru 19:** | | **$** | **647,455.87** |
| 5 | | | | | |
| 6 | | **Subcontracor Cost - Pump** | | **$** | **18,000.00** |
| 7 | | | | | |
| 8 | Subcontractor's Mark-ups on Subcontractors: | 15.00% of Total Sub: | | $ | 2,700.00 |
| 9 | | | | | |
| 10 | | **Subtotal - Line 20 thru 23:** | | **$** | **668,155.87** |
| 11 | **CREDIT FOR DRILLED PIERS PER SCHEDULE OF VALUES** | | | $ | (483,380.00) |
| 12 | Misc Expenses: Travel, Lodging, Food, Rental, etc..... | | | $ | - |
| 13 | General Contractor's Bond& Ins.: | 0.00% ..... .....of Line 27: | | $ | - |
| 14 | | | | | |
| 15 | **TOTAL PROBABLE CONSTRUCTION COST - AZUL WORKS** | | | **$** | **184,775.87** |

## FREMONT HIGH SCHOOL -BUILDING A MODERNIZATION & NEW PARKING LOT

Date: 10/1/2025

| No. | PCO#007 | No. of Units | Per | M.H. Per Unit | LABOR COST M. H. Total | LABOR COST Cost Per M. H. | LABOR COST Total Cost | MATERIAL COST Unit Cost | MATERIAL COST Total Cost | EQUIPMENT COST Unit Cost | EQUIPMENT COST Total Cost |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **Subcontractor :** | **AZUL WORKS** | | | | | | | | | | |
| **Project Description:** | DRILLED PIERS | | | | | | | | | | |
| 1 | SCOPE OF WORK: | | | | | | | | | | |
| 2 | CREW CALCULATION | | | | | | | | | | |
| 3 | | | | | | | | | | | |
| 4 | DRILLING CREW LABOR: | | | | | | | | | | |
| 5 | Operator/FM | 1 | EA | 1.000 | 1.00 | $ 122.41 | $ 122.41 | | | | |
| 6 | Laborer/JM | 1 | EA | 1.000 | 1.00 | $ 80.76 | $ 80.76 | | | | |
| 6 | Laborer/JM | 1 | EA | 1.000 | 1.00 | $ 80.76 | $ 80.76 | | | | |
| 7 | Laborer/JM | 1 | EA | 1.000 | 1.00 | $ 80.76 | $ 80.76 | | | | |
| 8 | Subtotal | | | | | | $ 364.69 | | | | |
| | Daily | 8 | Hrs | | | | $ 2,917.52 | | | | |
| 9 | LAGGING CREW LABOR: | | | | | | | | | | |
| 10 | Operator/FM | 1 | EA | 1.000 | 1.00 | $ 122.41 | 122.41 | | | | |
| 11 | Laborer/JM | 1 | EA | 1.000 | 1.00 | $ 80.76 | 80.76 | | | | |
| 12 | Laborer/JM | 1 | EA | 1.000 | 1.00 | $ 80.76 | 80.76 | | | | |
| 13 | Subtotal | | | | | | 283.93 | | | | |
| 14 | Daily | 8 | Hrs | | | | $ 2,271.44 | | | | |
| 15 | DRILLING CREW EQUIPMENT: | | | | | | | | | | |
| 16 | Tool Truck | 1 | EA | 1.000 | 1.00 | | | | | $ 30.00 | $ 30.00 |
| 17 | Excavator | 1 | EA | 1.000 | 1.00 | | | | | $ 70.00 | $ 70.00 |
| 18 | Skid-Steer | 1 | EA | 1.000 | 1.00 | | | | | $ 50.00 | $ 50.00 |
| 19 | Drilling | 1 | EA | 1.000 | 1.00 | | | | | $180.00 | $ 180.00 |
| 20 | Subtotal | | | | | | | | | | $ 330.00 |
| 21 | Daily | 8 | Hrs | | | | | | | | $ 2,640 |
| 22 | LAGGING CREW EQUIPMENT | | | | | | | | | | |
| 23 | Tool Truck | 1 | EA | 1.000 | 1.00 | | | | | $ 30.00 | $ 30.00 |
| 24 | Excavator | 1 | EA | 1.000 | 1.00 | | | | | $ 70.00 | $ 70.00 |
| 25 | Subtotal | | | | | | | | | | $ 100.00 |
| 26 | Daily | 8 | Hrs | | | | | | | | $ 800.00 |
| 27 | | | | | | | | | | | |
| 28 | LABOR COSTS | | | | | | | | | | |
| 29 | Drilling | 29 | Days | | | $ 2,917.52 | 84,608 | | | | |
| 30 | Lagging | 8.9 | Days | | | $ 2,271.44 | 20,216 | | | | |
| 31 | Welder | 116 | Days | | | $ 800.00 | 92,800 | | | | |
| 32 | | | | | | | | | | | |
| 33 | | | | | | | | | | | |
| 34 | EQUIPMENT COSTS | | | | | | | | | | |
| 35 | Drilling | 29 | Days | | | | | | | 2,640.00 | $ 76,560 |
| 36 | Lagging | 8.9 | Days | | | | | | | 800.00 | 7,120 |
| 37 | Welding Rig | 116 | Days | | | | | | | 575.00 | 10,243 |
| 38 | | | | | | | | | | | |

| FREMONT HIGH SCHOOL -BUILDING A MODERNIZATION & NEW PARKING LOT | | | | | | | | | | | Date: 10/1/2025 |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | LABOR COST | | | MATERIAL COST | | EQUIPMENT COST | |
| No. | PCO#007 | No. of Units | Per | M.H. Per Unit | M. H. Total | Cost Per M. H. | Total Cost | Unit Cost | Total Cost | Unit Cost | Total Cost |
| **Subcontractor :** | | **AZUL WORKS** | | | | | | | | | |
| **Project Description:** | | **DRILLED PIERS** | | | | | | | | | |
| 39 | **MATERIALS:** | | | | | | | | | | |
| 40 | Beams | 1 | LS | | | | | $109,228 | $ 109,228 | | |
| 41 | Galvanizing | 112490 | LBS | | | | | $0 | ######## | | |
| 42 | Lagging | 1335 | LF | | | | | $8 | ######## | | |
| 43 | Lagging | 920 | LF | | | | | $10 | $ 9,200.00 | | |
| 44 | Concrete | 172.60 | CY | | | | | $250 | ######## | | |
| 45 | Studs | 1861 | EA | | | | | $15 | ######## | | |
| 46 | Rev Shop Drawings | 1 | LS | | | | | $2,500 | $ 2,500.00 | | |
| 47 | Rebar Cages | 1 | LS | | | | | $14,819 | ######## | | |
| 48 | Galv Angle | 40 | LF | | | | | $25 | $ 995.00 | | |
| 49 | Trucking | 24 | Hrs | | | | | $150 | $ 3,600.00 | | |
| 50 | Mob | 2 | EA | | | | | $5,000 | $ 10,000 | | |
| 51 | | | | | | | | | | | |
| 52 | | | | | | | | | | | |
| 53 | | | | | | | | | | | |
| 54 | | | | | | | | | | | |
| 55 | | | | | | | | | | | |
| 56 | | | | | | | | | | | |
| 57 | | | | | | | | | | | |
| 58 | | | | | | | | | | | |
| 59 | | | | | | | | | | | |
| 60 | **SHEET TOTALS** | | | | | | **$ 197,624** | | **$ 271,458** | | **$ 93,923** |

CAHILL

PCO # 007

09/09/2025

OAKLAND UNIFIED SCHOOL DISTRICT
955 HIGH STREET
OAKLAND, California, 94601

**Re:** PCO #007 Revision 1 - CE #022 - Ph 2 DSA Approved Plan Set - Part 2 (Piers & GC's)
**Job:** 0583-01 / OUSD FREMONT - BLDG A MODERNIZATION & NEW PARKING LOT

Enclosed please find **Potential Change Order #007** in the amount of $635,329.43 for:

CE #022 - Phase 2 DSA Approved Plan Set - Part 2 (Piers & GC's)

This PCO includes costs for revisions to the drilled piers per the approved DSA drawings and added General Conditions due to project delays.

Drilled pier changes include, but are not limited to, upsized steel beams, added welded studs, upsizing the diameter of some piers, increased lagging sizes, added concrete mix, and an added pour sequence.
DSA approval was delayed by approximately (2) months causing the critical path to be directly impacted. We are requesting a time extension for (65) calendar days bringing the completion date to 6/8/2025.

This time extension and request for additional general conditions exclude the elevator work. The elevator work has been postponed until summer 2026 at Owner option and will be addressed in PCO 005. We will keep it as a discreet section in the project schedule, and General Conditions will be dependent on whether the Roofing work starts on 6/1/2026 as planned. The elevator work will run out past the updated Substantial Completion/TCO date.

This PCO is inclusive of only the above listed scope, and the remaining costs due to the DSA plan changes will follow in separate PCO's. Previous PCO's submitted are PCO 006.

| PCO Item | Description | | Cost |
|---|---|---|---|
| 1 | Drilled Piers - Azul PCO # 001 dated 8/8/25 | | $429,465.00 |
| 2 | Cahill General Conditions - See attached breakdown | | $158,175.00 |
| | | Subtotal | $587,640.00 |
| | | Insurance (1.35%): | $7,933.14 |
| | | Builders Risk (1.40%): | $8,226.96 |
| | | SDI (0.50%): | $2,147.33 |
| | | Bond (0.62%): | $3,643.37 |
| | | Oakland GRT (0.38%): | $2,233.03 |
| | | Fee (4.00%): | $23,505.60 |
| | | Total: | $635,329.43 |

This pricing is valid for 30 days. This PCO includes a schedule extension of 65 days. We reserve the right to a contract time extension should the work contained in this PCO impact the overall project schedule.

CAHILL

PCO # 007

Please sign below to approve and return to our office. Upon your signature, we will execute the appropriate subcontract adjustments and include this in a forthcoming Prime Contract Change Order to cover this added scope. If at any time contingency funds are used to pay for additional work, Cahill reserves the right to request a change order at a later date if it becomes apparent that contingency funds are needed elsewhere. Please call if you have any questions.

**Very truly yours,**
Cahill Contractors LLC



**Accepted by:**
OAKLAND UNIFIED SCHOOL DISTRICT

Date

AZUL works, inc.

1400 Egbert Avenue
San Francisco, CA 94124

Tel 415-558-1507
CA License A, B, C #780074
DIR #1000003862

August 8, 2025

Katie McLelland
Cahill Contractors
425 California Street Ste. 2200
San Francisco CA 94104

RE: OUSD Fremont High School Drilled Pier Scope
June 30 2025 DSA Approved Drawing Modifications

Katie:

Our change order cost proposal is as follows:

**Total Cost For Changes related to DSA Approved Drawings:** **$ 429,464.55**

Revised Scope Includes:

- Requirement to pour all shoring holes within 24 hrs. of being drilled per Soldier Pile Installation Sequence Note # 2 on drawing 2-S0.01
- Credit for one each shoring beam installation (43 total in lieu of 44)
- Increased shoring pier diameter pier # 8 - # 36 per "Drilled Pier and Soldier Pile Schedule"
- Increased beam sizes per "Drilled Pier and Soldier Pile Schedule"
- Increased lagging size
- Increased cost of galvanizing
- Added rebar cages at all 43 soldier piles per Detail 2 / 2-S5.05 "Typ. Soldier Pile Detail Below Walls"
- Additional 1,576 welded steel studs per Detail 2 / 2-S5.05 "Typ. Soldier Pile Detail Below Walls"
- Revised shop drawings
- Added angle iron detail 12 / 2-S5.05 "Wall Plan at Outside Corners

Conditions / Clarifications:

- Bid expires after 90 days
- All costs are based on an 8-hour day, Monday through Friday. All over-time costs to be covered by others
- This change order pricing is based upon the assumption that the top 8' of lagging is 4" x 12" boards and the lower 4' is 6" x 12". There is a lot of differing information on the plans regarding this item.

1400 Egbert Avenue
San Francisco, CA 94124

Tel 415-558-1507
CA License A, B, C #780074
DIR #1000003862

Exclusions

- Survey monitoring requirement shown on drawing 2-S0.01
- Grout behind lagging per Soldier Pile Installation Sequence Note # 5 on drawing 2-S0.01
- Concrete strength testing.
- Any demolition of existing footings
- Monitoring / surveying of existing structures
- As-built requirements per Soldier Pile Notes # 4 on drawing 2-S0.01
- Working in inclement weather and conditions resulting from inclement weather
- Temporary fencing and portable toilets
- Third party testing or inspection
- Survey, Layout, and As-Builts
- Bonds
- Temporary water and any costs associated with recycled water
- Any item not specifically included is considered excluded

Thank you for the opportunity to provide this bid. Please call me at (415) 748-0733 if you have any questions or need clarifications.

Thank you,

Polat Shamyradov

Azul Works

**OUSD DRILLED PIERS**

| | |
|---|---|
| Original Bid Scope Prior to Markup | $ 284,078.56 |
| Revised Scope DSA Drawings: | $ 657,526.00 |
| Delta: | $ 373,447.44 |
| Markup @ 15% | $ 56,017.12 |
| **Grand Total** | **$ 429,464.55** |

OUSD

| | | | | | |
|---|---|---|---|---|---|
| **SCOPE:** | Shoring - Bid Scope | | | | |
| **QUANTITY** | 1.0 | LS | | | |
| **WORK ITEMS** | **QUANT** | **UNIT** | **TONS** | **DURATIONS** | |
| Drill Holes - 2' diameter | 44 | EA | | 8 | |
| Install Beams | 44 | EA | | 5 | |
| Pour Concrete | 128.0 | CY | | 2 | |
| | | | | **15** | |
| Install Lagging - 3 x 12 | 166.9 | BAYS | | 4.2 | |
| Install Lagging - 4 x 12 | 143.0 | BAYS | | 3.6 | |
| | | | | **7.7** | |
| **LABOR COSTS** | | | | | |
| DRILLING | 15 | DAYS | $ 3,400.00 | $ | **51,000.00** |
| LAGGING: | 7.7 | DAYS | $ 2,640.00 | $ | **20,451.75** |
| WELDER | 18 | DAYS | $ 800.00 | $ | **14,251.25** |
| **LABOR:** | | | | $ | **85,703.00** |
| **EQUIPMENT COSTS** | | | | | |
| DRILLING | 15 | DAYS | $ 2,640.00 | $ | **39,600.00** |
| LAGGING: | 7.7 | DAYS | $ 800.00 | $ | **6,197.50** |
| WELDING RIG | 18 | DAYS | $ 575.00 | $ | **10,243.09** |
| **EQUIPMENT:** | | | | $ | **56,040.59** |
| **PURCHASE MATERIALS** | **Quantity** | **UOM** | **Unit Cost** | **Total Cost** | |
| BEAMS | 1.0 | LS | $ 51,337.00 | $ | 51,337.00 |
| GALVANIZING: | 57025.0 | LBS. | $ 0.35 | $ | 19,958.75 |
| LAGGING TOP 4' 3 x 12 | 1335.0 | LF | $ 6.00 | $ | 8,010.00 |
| LAGGING 4'-8' 4 x 12: | 920.0 | LF | $ 8.00 | $ | 7,360.00 |
| LAGGING 8'-10' 4 x 12: SELECT STRUCTURAL | 224.0 | LF | $ 8.00 | $ | 1,792.00 |
| CONCRETE | 128.0 | CY | $ 250.00 | $ | 32,001.85 |
| STUDS: | 285.0 | EA | $ 15.00 | $ | 4,275.38 |
| **TOTAL MATERIALS** | | | | $ | **124,734.98** |
| **TRUCKING** | **Quantity** | **UOM** | **Unit Cost** | **Total Cost** | |
| Move Beams To yard & jobsite | 24.0 | Hrs. | $ 150.00 | $ | 3,600.00 |
| Mobilize to Jobsite | 2.0 | EA | $ 5,000.00 | $ | 10,000.00 |
| **TOTAL TRUCKING:** | | | | $ | **13,600.00** |
| **SUBCONTRACTORS** | **Quantity** | **UOM** | **Unit Cost** | **Total Cost** | |
| PUMP | 2.0 | EA | $ 2,000.00 | $ | 4,000.00 |
| | | | | $ | - |
| **TOTAL SUBCONTRACTORS:** | | | | $ | **4,000.00** |
| **TOTAL COST:** | | | | $ | **284,078.56** |
| **WITH MARKUP** | | | | $ | **346,575.85** |

| DRILLING CREW LABOR: | | |
|---|---|---|
| OPERATOR FOREMAN: | $ | 140.00 |
| LABORER: | $ | 95.00 |
| LABORER. | $ | 95.00 |
| LABORER. | $ | 95.00 |
| TOTAL HRLY: | $ | 425.00 |
| DAILY: | $ | 3,400.00 |

| DRILLING CREW EQUIP: | | |
|---|---|---|
| TOOL TRUCK: | $ | 30.00 |
| EXC. | $ | 70.00 |
| SKID-STEER | $ | 50.00 |
| DRILL RIG | $ | 180.00 |
| TOTAL HRLY: | $ | 330.00 |
| DAILY: | $ | 2,640.00 |

| LAGGING CREW LABOR | | |
|---|---|---|
| OPERATOR FOREMAN: | $ | 140.00 |
| LABORER: | $ | 95.00 |
| LABORER. | $ | 95.00 |
| TOTAL HRLY: | $ | 330.00 |
| DAILY: | $ | 2,640.00 |

| LAGGING CREW EQUIP | | |
|---|---|---|
| TOOL TRUCK: | $ | 30.00 |
| EXC. | $ | 70.00 |
| TOTAL HRLY: | $ | 100.00 |
| DAILY: | $ | 800.00 |

OUSD

SCOPE: Shoring - Bid Scope

QUANTITY 1.0 LS

| WORK ITEMS | QUANT | UNIT | TONS | DURATIONS |
|---|---|---|---|---|
| Drill Holes - 2' diameter | 14 | EA | | 2.5 |
| Drill Holes - 2.5' diameter | 29 | EA | | 9.5 |
| Install Beams | 43 | EA | | 5 |
| Install Cages | 45 | EA | | 4 |
| Pour Concrete | 172.6 | CY | | 4 |
| Install Cages | 43 | EA | | 4 |
| | | | | 29 |
| Install Lagging - 4 x 12 | 166.9 | BAYS | | 4.2 |
| Install Lagging - 6 x 12 | 143.0 | BAYS | | 4.8 |
| Install galvanized angle at corners (5 ea) | 39.8 | LF | | 2.0 |
| | | | | 8.9 |

| LABOR COSTS | | | | |
|---|---|---|---|---|
| DRILLING | 29 | DAYS | $ 3,400.00 | $ 98,600.00 |
| LAGGING | 8.9 | DAYS | $ 2,640.00 | $ 23,597.75 |
| WELDER | 116 | DAYS | $ 800.00 | $ 93,050.00 |
| **LABOR:** | | | | **$ 215,247.75** |

| EQUIPMENT COSTS | | | | |
|---|---|---|---|---|
| DRILLING | 29 | DAYS | $ 2,640.00 | $ 76,560.00 |
| LAGGING | 8.9 | DAYS | $ 800.00 | $ 7,150.83 |
| WELDING RIG | 116 | DAYS | $ 575.00 | $ 66,879.69 |
| **EQUIPMENT:** | | | | **$ 150,590.52** |

| PURCHASE MATERIALS | Quantity | UOM | Unit Cost | Total Cost |
|---|---|---|---|---|
| BEAMS | 1.0 | LS | $ 109,227.92 | $ 109,227.92 |
| GALVANIZING: | 112490.0 | LBS. | $ 0.35 | $ 39,371.50 |
| LAGGING TOP 4' 4 x 12 | 1335.0 | LF | $ 8.00 | $ 10,680.00 |
| LAGGING 4'-8' 6 x 12: | 920.0 | LF | $ 10.00 | $ 9,200.00 |
| LAGGING 8'-10' 6 x 12 | 224.0 | LF | $ 10.00 | $ 2,240.00 |
| CONCRETE | 172.6 | CY | $ 250.00 | $ 43,138.86 |
| STUDS | 1861.0 | EA | $ 15.00 | $ 27,915.00 |
| RLV SHOP DRAWINGS: | 1.0 | LA | $ 2,500.00 | $ 2,500.00 |
| REBAR CAGES | 1.0 | LS | $ 14,818.70 | $ 14,818.70 |
| GALV ANGLE L4 x 4 x 1/4 | 39.8 | LF | $ 25.00 | $ 995.75 |
| **TOTAL MATERIALS** | | | | **$ 280,087.73** |

| TRUCKING | Quantity | UOM | Unit Cost | Total Cost |
|---|---|---|---|---|
| Move Beams To yard & jobsite | 24.0 | Hrs. | $ 150.00 | $ 3,600.00 |
| Mobilize to Jobsite | 2.0 | EA | $ 5,000.00 | $ 10,000.00 |
| **TOTAL TRUCKING:** | | | | **$ 13,600.00** |

| SUBCONTRACTORS | Quantity | UOM | Unit Cost | Total Cost |
|---|---|---|---|---|
| PUMP | 12.0 | EA | $ 1,500.00 | $ 18,000.00 |
| | | | | $ - |
| **TOTAL SUBCONTRACTORS:** | | | | **$ 18,000.00** |

| | |
|---|---|
| **TOTAL COST:** | **$ 657,526.00** |
| **WITH MARKUP** | **$ 802,181.72** |

| DRILLING CREW LABOR: | | |
|---|---|---|
| OPERATOR FOREMAN: | $ | 140.00 |
| LABORER: | $ | 95.00 |
| LABORER. | $ | 95.00 |
| LABORER. | $ | 95.00 |
| TOTAL HRLY: | $ | 425.00 |
| DAILY: | $ | 3,400.00 |

| DRILLING CREW EQUIP: | | |
|---|---|---|
| TOOL TRUCK: | $ | 30.00 |
| EXC. | $ | 70.00 |
| SKID-STEER | $ | 50.00 |
| DRILL RIG | $ | 180.00 |
| TOTAL HRLY: | $ | 330.00 |
| DAILY: | $ | 2,640.00 |

| LAGGING CREW LABOR | | |
|---|---|---|
| OPERATOR FOREMAN: | $ | 140.00 |
| LABORER: | $ | 95.00 |
| LABORER. | $ | 95.00 |
| TOTAL HRLY: | $ | 330.00 |
| DAILY: | $ | 2,640.00 |

| LAGGING CREW EQUIP | | |
|---|---|---|
| TOOL TRUCK: | $ | 30.00 |
| EXC. | $ | 70.00 |
| TOTAL HRLY: | $ | 100.00 |
| DAILY: | $ | 800.00 |

ORIGINAL BEAM SCHEDULE

BROWN STRAUSS STEEL
AN EMPLOYEE OWNED COMPANY

Brown Strauss Steel
4315 E. Mariposa Rd.
Stockton CA 95215
United States
209-467-3193

# Quote

**Order No.:** EST0052004
**Quote Date:** 4/1/2025
**Expiration Date:**
**Salesperson:** 208
**Date Wanted:**
**Ship Via:**

**Invoice To:**

AZUL WORKS INC
1400 Egbert Ave
San Francisco CA 94124-3222
United States

Customer #: C004110
Attention:

**Deliver To:**

AZUL WORKS INC
1400 Egbert Ave
San Francisco CA 94124-3222
United States
Phone: 4155581507
Fax: 4155581556

| No. | Description | Pcs | Length | Weight | CWT Price | CFT Price | Each Price | Proc Chg | Amount | Stock |
|---|---|---|---|---|---|---|---|---|---|---|
| 1 | W 12" X 22# - A992 | 1 | 40.000 | 880.0 | 80.60 | 1,773.20 | 709.28 | 0.00 | 709.28 | 62 |
| | 2.000 @ 19' 0 | | | | | | | | | |
| 2 | W 12" X 22# - A992 | 2 | 50.000 | 2,200.0 | 80.60 | 1,773.20 | 886.60 | 0.00 | 1,773.20 | 62 |
| | 1.000 @ 12' 0 | | | | | | | | | |
| | 1.000 @ 13' 0 | | | | | | | | | |
| | 1.000 @ 25' 0 | | | | | | | | | |
| | 1.000 @ 19' 0 | | | | | | | | | |
| | 2.000 @ 15' 0 | | | | | | | | | |
| 3 | W 12" X 22# - A992 | 1 | 60.000 | 1,320.0 | 80.60 | 1,773.20 | 1063.92 | 0.00 | 1,063.92 | 62 |
| | 1.000 @ 13' 0 | | | | | | | | | |
| | 2.000 @ 14' 0 | | | | | | | | | |
| | 1.000 @ 19' 0 | | | | | | | | | |
| 4 | W 12" X 35# - A992 | 1 | 35.000 | 1,225.0 | 80.60 | 2,821.00 | 987.35 | 0.00 | 987.35 | 62 |
| | 1.000 @ 26' 0 | | | | | | | | | |
| 5 | W 12" X 35# - A992 | 4 | 55.000 | 7,700.0 | 80.60 | 2,821.00 | 1551.55 | 0.00 | 6,206.20 | 62 |
| | 2.000 @ 26' 0 | | | | | | | | | |
| | 6.000 @ 27' 0 | | | | | | | | | |
| 6 | W 12" X 50# - A992 | 2 | 35.000 | 3,500.0 | 80.60 | 4,030.00 | 1410.50 | 0.00 | 2,821.00 | 62 |
| | 1.000 @ 34' 0 | | | | | | | | | |
| | 1.000 @ 35' 0 | | | | | | | | | |
| 7 | W 12" X 50# - A992 | 5 | 40.000 | 10,000.0 | 80.60 | 4,030.00 | 1612.00 | 0.00 | 8,060.00 | 62 |
| | 5.000 @ 34' 0 | | | | | | | | | |
| 8 | W 12" X 50# - A992 | 4 | 60.000 | 12,000.0 | 80.60 | 4,030.00 | 2418.00 | 0.00 | 9,672.00 | 62 |
| | 4.000 @ 28' 0 | | | | | | | | | |
| | 2.000 @ 33' 0 | | | | | | | | | |
| | 2.000 @ 27' 0 | | | | | | | | | |

BROWN STRAUSS STEEL
AN EMPLOYEE OWNED COMPANY

Brown Strauss Steel
4315 E. Mariposa Rd.
Stockton CA 95215
United States
209-467-3193

# Quote

**Order No.:** EST0052004
**Quote Date:** 4/1/2025
**Expiration Date:**
**Salesperson:** 208
**Date Wanted:**
**Ship Via:**

**Invoice To:**

AZUL WORKS INC
1400 Egbert Ave
San Francisco CA 94124-3222
United States

Customer #: C004110
Attention:

**Deliver To:**

AZUL WORKS INC
1400 Egbert Ave
San Francisco CA 94124-3222
United States
Phone: 4155581507
Fax: 4155581556

| No. | Description | Pcs | Length | Weight | CWT Price | CFT Price | Each Price | Proc Chg | Amount | Stock |
|---|---|---|---|---|---|---|---|---|---|---|
| 9 | W 12" X 65# - A992 | 1 | 35.000 | 2,275.0 | 84.65 | 5,502.25 | 1925.79 | 0.00 | 1,925.79 | 62 |
| | 1.000 @ 34' 0 | | | | | | | | | |
| | FT STOCK 4-5 DAYS | | | | | | | | | |
| 10 | W 12" X 65# - A992 | 5 | 40.000 | 13,000.0 | 84.65 | 5,502.25 | 2200.90 | 0.00 | 11,004.50 | 62 |
| | 5.000 @ 36' 0 | | | | | | | | | |
| | FT STOCK 4-5 DAYS | | | | | | | | | |
| 11 | W 12" X 65# - A992 | 1 | 45.000 | 2,925.0 | 83.65 | 5,437.25 | 2446.76 | 0.00 | 2,446.76 | 62 |
| | 1.000 @ 36' 0 | | | | | | | | | |

**Conditions:**
1. Material subject to prior sale.
2. Quantity changes may cause change in pricing.
3. Saw cutting tolerance of +/- 1/16".
4. All quotations are subject to change without notice.
5. Please review for errors and omissions.

| | |
|---|---|
| **Sale Amount:** | 46,670.00 |
| **Order Disc( 0.0000%):** | 0.00 |
| **Surcharge:** | N/A |
| **Sales Tax:** | 0.00 |
| **Misc Charges:** | 0.00 |
| **Total Amount:** | 46,670.00 |

PULL HEAT NUMBERS

| | |
|---|---|
| **Total Weight:** | 57,025.00 |

DSA DRAWINGS BEAM SCHEDULE.

BROWN STRAUSS STEEL
AN EMPLOYEE OWNED COMPANY

Brown Strauss Steel
4315 E. Mariposa Rd.
Stockton CA 95215
United States
209-467-3193

# Quote

**Order No.:** EST0054841
**Quote Date:** 8/5/2025
**Expiration Date:**
**Salesperson:** 208
**Date Wanted:**
**Ship Via:**

**Invoice To:**

AZUL WORKS INC
1400 Egbert Ave
San Francisco CA 94124-3222
United States

Customer #: C004110
Attention:

**Deliver To:**

AZUL WORKS INC
1400 Egbert Ave
San Francisco CA 94124-3222
United States
Phone: 4155581507
Fax: 4155581556

| No. | Description | Pcs | Length | Weight | CWT Price | CFT Price | Each Price | Proc Chg | Amount | Stock |
|---|---|---|---|---|---|---|---|---|---|---|
| 1 | W 12" X 50# - A992 | 1 | 20.000 | 1,000.0 | 75.95 | 3,797.50 | 759.50 | 0.00 | 759.50 | 62 |
| | 1.000 @ 18' 0 | | | | | | | | | |
| 2 | W 12" X 50# - A992 | 1 | 25.000 | 1,250.0 | 75.95 | 3,797.50 | 949.38 | 0.00 | 949.38 | 62 |
| | 1.000 @ 24' 0 | | | | | | | | | |
| 3 | W 12" X 50# - A992 | 1 | 40.000 | 2,000.0 | 75.95 | 3,797.50 | 1519.00 | 0.00 | 1,519.00 | 62 |
| | 1.000 @ 18' 0 | | | | | | | | | |
| | 1.000 @ 21' 0 | | | | | | | | | |
| 4 | W 12" X 26# - A992 | 2 | 50.000 | 2,600.0 | 75.95 | 1,974.70 | 987.35 | 0.00 | 1,974.70 | 62 |
| | 2.000 @ 17' 0 | | | | | | | | | |
| | 1.000 @ 16' 0 | | | | | | | | | |
| | 1.000 @ 23' 0 | | | | | | | | | |
| | 2.000 @ 12' 0 | | | | | | | | | |
| 5 | W 12" X 26# - A992 | 1 | 65.000 | 1,690.0 | 75.95 | 1,974.70 | 1283.56 | 0.00 | 1,283.56 | 62 |
| | 1.000 @ 22' 0 | | | | | | | | | |
| | 1.000 @ 18' 0 | | | | | | | | | |
| | 1.000 @ 11' 0 | | | | | | | | | |
| | 1.000 @ 13' 0 | | | | | | | | | |
| 6 | W 12" X 65# - A992 | 3 | 50.000 | 9,750.0 | 77.95 | 5,066.75 | 2533.38 | 0.00 | 7,600.13 | 62 |
| | 4.000 @ 24' 0 | | | | | | | | | |
| | 2.000 @ 25' 0 | | | | | | | | | |
| 7 | W 12" X 152# - A992 | 1 | 35.000 | 5,320.0 | 83.95 | 12,760.40 | 4466.14 | 0.00 | 4,466.14 | 62 |
| | 1.000 @ 34' 0 | | | | | | | | | |
| | FT STOCK 4-5 DAYS TO STOCKTON | | | | | | | | | |
| 8 | W 12" X 136# - A992 | 3 | 35.000 | 14,280.0 | 83.95 | 11,417.20 | 3996.02 | 0.00 | 11,988.06 | 62 |
| | 3.000 @ 34' 0 | | | | | | | | | |
| | LV STOCK 7-10 DAYS TO STOCKTON | | | | | | | | | |
| 9 | W 12" X 136# - A992 | 2 | 35.000 | 9,520.0 | 77.95 | 10,601.20 | 3710.42 | 0.00 | 7,420.84 | 62 |
| | 2.000 @ 35' 0 | | | | | | | | | |

BROWN STRAUSS STEEL
AN EMPLOYEE OWNED COMPANY

Brown Strauss Steel
4315 E. Mariposa Rd.
Stockton CA 95215
United States
209-467-3193

# Quote

**Order No.:** EST0054841
**Quote Date:** 8/5/2025
**Expiration Date:**
**Salesperson:** 208
**Date Wanted:**
**Ship Via:**

**Invoice To:**

AZUL WORKS INC
1400 Egbert Ave
San Francisco CA 94124-3222
United States

Customer #: C004110
Attention:

**Deliver To:**

AZUL WORKS INC
1400 Egbert Ave
San Francisco CA 94124-3222
United States
Phone: 4155581507
Fax: 4155581556

| No. | Description | Pcs | Length | Weight | CWT Price | CFT Price | Each Price | Proc Chg | Amount | Stock |
|---|---|---|---|---|---|---|---|---|---|---|
| 10 | W 12" X 136# - A992 | 3 | 40.000 | 16,320.0 | 83.95 | 11,417.20 | 4566.88 | 0.00 | 13,700.64 | 62 |
| | 2.000 @ 34' 0 | | | | | | | | | |
| | 1.000 @ 35' 0 | | | | | | | | | |
| | SLC STOCK 7-10 DAYS TO STOCKTON | | | | | | | | | |
| 11 | W 12" X 136# - A992 | 3 | 40.000 | 16,320.0 | 83.95 | 11,417.20 | 4566.88 | 0.00 | 13,700.64 | 62 |
| | 3.000 @ 35' 0 | | | | | | | | | |
| | LV STOCK 7-10 DAYS TO STOCKTON | | | | | | | | | |
| 12 | W 12" X 136# - A992 | 1 | 40.000 | 5,440.0 | 77.95 | 10,601.20 | 4240.48 | 0.00 | 4,240.48 | 62 |
| | 1.000 @ 35' 0 | | | | | | | | | |
| 13 | W 12" X 96# - A992 | 1 | 30.000 | 2,880.0 | 77.95 | 7,483.20 | 2244.96 | 0.00 | 2,244.96 | 62 |
| | 1.000 @ 30' 0 | | | | | | | | | |
| 14 | W 12" X 96# - A992 | 2 | 55.000 | 10,560.0 | 77.95 | 7,483.20 | 4115.76 | 0.00 | 8,231.52 | 62 |
| | 2.000 @ 27' 0 | | | | | | | | | |
| | 1.000 @ 29' 0 | | | | | | | | | |
| | 1.000 @ 25' 0 | | | | | | | | | |
| 15 | W 12" X 96# - A992 | 1 | 60.000 | 5,760.0 | 77.95 | 7,483.20 | 4489.92 | 0.00 | 4,489.92 | 62 |
| | 2.000 @ 29' 0 | | | | | | | | | |
| 16 | W 12" X 120# - A992 | 1 | 65.000 | 7,800.0 | 78.95 | 9,474.00 | 6158.10 | 0.00 | 6,158.10 | 62 |
| | 1.000 @ 32' 0 | | | | | | | | | |
| | 1.000 @ 31' 0 | | | | | | | | | |
| | FT STOCK 4-5 DAYS TO STOCKTON | | | | | | | | | |
| 17 | Processing Charge | 1 | | | 0.00 | 0.00 | 3800.00 | 0.00 | 3,800.00 | 62 |
| 18 | W 12" X 136# - A992 | 1 | 45.000 | 6,120.0 | 77.95 | 10,601.20 | 4770.54 | 0.00 | 4,770.54 | 62 |
| | 1.00 @ 35.000 | | | | | | | | | |

BROWN STRAUSS STEEL
AN EMPLOYEE OWNED COMPANY

Brown Strauss Steel
4315 E. Mariposa Rd.
Stockton CA 95215
United States
209-467-3193

# Quote

**Order No.:** EST0054841
**Quote Date:** 8/5/2025
**Expiration Date:**
**Salesperson:** 208
**Date Wanted:**
**Ship Via:**

**Invoice To:**

AZUL WORKS INC
1400 Egbert Ave
San Francisco CA 94124-3222
United States

Customer #: C004110
Attention:

**Deliver To:**

AZUL WORKS INC
1400 Egbert Ave
San Francisco CA 94124-3222
United States
Phone: 4155581507
Fax: 4155581556

**Conditions:**
1. Material subject to prior sale.
2. Quantity changes may cause change in pricing.
3. Saw cutting tolerance of +/- 1/8".
4. All quotations are subject to change without notice.
5. Please review for errors and omissions.

| | |
|---|---|
| **Sale Amount:** | 99,298.11 |
| **Order Disc( 0.0000%):** | 0.00 |
| **Surcharge:** | N/A |
| **Sales Tax:** | 0.00 |
| **Misc Charges:** | 0.00 |
| **Total Amount:** | 99,298.11 |

PULL HEAT NUMBERS

| | |
|---|---|
| **Total Weight:** | 118,610.00 |

**Chris Kahney**

**From:** Gabe Philastre <gabe@pacificgalvanizing.com>
**Sent:** Tuesday, April 15, 2025 6:25 AM
**To:** Chris Kahney
**Subject:** Re: Beam Quote

This email originated from outside of AzulWorks Inc. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Chris

We can do this one for $0.35 per pound with trucking included. Let me know if you have any questions.

Gabe

On Mon, Apr 14, 2025 at 4:58 PM Chris Kahney <chris@azulworks.com> wrote:

Gabe

Per our conversation I have 44 each beams that I need a quote for galvanizing:

I understand you do the transport correct ?

They will need collecting from our yard in American Canyon and delivering to our jobsite in Fremont, CA after galvanizing.

Let me know if you need anything else

Chris.

Chris Kahney

V.P. - Estimating

PJ's REBAR & STUD RAILS
*Pre-Assembled Rebar Products*
Rebar...*ReDefined*

Quote#: 0063148
45055 Fremont Blvd. - Fremont, CA 94538
TEL#: 800-347-7141 - FAX 866-333-2FAX

# Quotation

COMPANY: AZULWORKS INC
CONTACT: FONSECA, LUIS
JOB NAME: OUSD FREMONT HS
QUOTE DATE: August 04, 2025

PRELIEN INFORMATION REQUIRED PRIOR TO FIRST DELIVERY
THIS QUOTATION WILL EXPIRE ON September 02, 2025
**FOR REBAR SOURCING PLEASE SEE IMPORTANT READ SIGN SECTION**

| METHOD OF PAYMENT | COUNTY TAX | F.O.B. | ESTIMATE REF. | SALESPERSON |
|---|---|---|---|---|
| NET 30 DAYS | 10.250 % | DELIVERED | | FEIL, JOHN |

| ITEM | DESCRIPTION | TOTAL |
|---|---|---|
| CAGES | 43 CAGES<br>* PER SHOP DRAWINGS<br>* PRE-TIED BY PJ'S REBAR | $12,441.00 |
| | **CAGES SubTotal:** | $12,441.00 |

| QTY | UOM | ITEM | DESCRIPTION | UNIT PRICE | TOTAL |
|---|---|---|---|---|---|
| 2 | Ea | DELIVERY | | $500.00 | $1,000.00 |
| 2 | | | **DELIVERY SubTotal:** | | $1,000.00 |

**DELIVERY SURCHARGE:**
**DELIVERY CHARGE SUBJECT TO CHANGE BASED ON FUEL PRICES**

| | |
|---|---|
| **SubTotal:** | $13,441.00 |
| **Sales Tax:** | $1,377.70 |
| **Grand Total:** | $14,818.70 |

PJ's REBAR & STUD RAILS
Pre-Assembled Rebar Products
Rebar...ReDefined

Quote#: 0063148

45055 Fremont Blvd. - Fremont, CA 94538
TEL#: 800-347-7141 - FAX 866-333-2FAX

**INCLUSION & ASSUMPTIONS:**

PJ's REBAR & STUD RAILS
Pre-Assembled Rebar Products
Rebar...ReDefined

Quote#: 0063148

45055 Fremont Blvd. - Fremont, CA 94538
TEL#: 800-347-7141 - FAX 866-333-2FAX

## INCLUSION & ASSUMPTIONS (cont'd):

**Standard Lead Time:**
This bid is based on a standard lead time listed below. Additional charges will apply for orders requested sooner than our standard lead time. Lead time is determined based on the time the order generated to the requested delivery date, not when the order is confirmed. Fabrication Lead Time = 3 days Preassembled Lead Time = 10 business days.

**Detailing and Shop Drawings:**
Pricing includes both detailing and required shop drawings submittals and plans to jobsite. Detailing charges to be billed when drawings are submitted for approval or upon each release. Re-detailing charges may apply and will be billed at a rate of $ 75.00 /hr ( or at contract price if significant changes are required) and are extra to this contract.

**Agreed Upon Pricing Structure:**

Lump Sum: It is understood that this is a Lump Sum billable project. Therefore, if unit price or estimated weights are listed above, it is for reference bidding purposes only. Additionally, the unit price may change periodically based on the amount left to ship or remainder of contract due to be billed. PJ's reserves the right to bill up to the Lump Sum amount upon final shipment or notice of completion. PJ's will submit a final billing to complete this contract. PJ's will not bill above this Lump Sum amount unless change orders, extras to contract, or Buyer ordering errors occur.

**Transportation**
Includes up to 2 deliveries to jobsite. Deliveries must be unloaded within two hours of arrival. If more time is necessary, there will be a detention charge of $75 per hour. Additional deliveries, excluding those caused by PJ's errors or corrections, will cost $500.00 per load.

All deliveries arrived on site are FOB. The material is to be offloaded by the purchasing contractor. Pj's Rebar Inc. is not responsible for unloading or rigging any materials on the truck or trailer.

## DRAWING REFERENCES:

PJ's REBAR & STUD RAILS
Pre-Assembled Rebar Products
Rebar...ReDefined

Quote#: 0063148

45055 Fremont Blvd. - Fremont, CA 94538
TEL#: 800-347-7141 - FAX 866-333-2FAX

**EXCLUSIONS:**

1. Bonds or rentention on material or our labor.
2. Establishment of grades, lines of templates.
3. All Testing and inspection.
4. Cleaning, reworking or cutting of existing reinforcement.
5. Hoisting, lowering or placing.
6. Pile dowels, smooth bar, mesh or drilling ( unless quoted specifically above ).
7. Masonry reinforcement of any kind ( unless quoted specifically above ).
8. sidewalk, paving site work, curb and gutter ( unless noted above ).
9. Welding, end prep, form savers, or coupler systems ( unless noted above ).
10. Traffic control, over-length or special permits related to travel or access.
11. Post-Tension ( unless noted above ).
12. Dumpster for clean up, removal of excess rebar ( additional costs apply ).
13. Hold down steel, rebar protection, and additional template steel.
14. Any phases not previously priced or mentioned.
15. Detailing cost as a result of significant drawing revisions.
16. Excludes additional fuel or delivery charges.
17. Chairs or accessories ( unless noted above ).
18. Trim and/or additional rebar required at Mech Openings.

PJ's REBAR & STUD RAILS
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45055 Fremont Blvd. - Fremont, CA 94538
TEL#: 800-347-7141 - FAX 866-333-2FAX

**SPECIAL INSTRUCTIONS:**

**JOB PARAMETERS:**

**Fabrication Start Date:** September 02, 2025

**Shipping Completion Date:** November 01, 2025

**Job Name and Delivery Address:**

**Job Name:** OUSD FREMONT HS

**Address:**

**Street:**

**City:** OAKLAND

**Zip:**

**State:** CA

PJ's REBAR & STUD RAILS
Pre-Assembled Rebar Products
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Quote#: 0063148

45055 Fremont Blvd. - Fremont, CA 94538
TEL#: 800-347-7141 - FAX 866-333-2FAX

## IMPORTANT READ AND SIGN

General Conditions and Disclaimers:

The purchaser, without charge to the seller, shall provide access roads to the point where material is to be placed or hoisted, grades, lines, racks, templates, hoisting, and adequate scaffold in place, if needed. Provide space
for delivery and storage of steel accessible to semi-tractor trailer or bobtail deliveries and adjacent to place where material is to be placed or hoisted. Purchaser is responsible for providing latest set of drawings, addendums, and corrected shop drawings in a timely manner in order to ensure correct material is fabricated and delivered. Orders will not be fabricated until approved shop drawings have been returned from engineer unless consented to by the purchaser, PJ's cannot guarantee quantity or dimensions without approved drawings. Detailing, fabrication and delivery will be in accordance with C.R.S.I. standards. Above prices are based on splicing and or coupling of reinforcing steel where shown on plans ONLY. The purchaser will pay for any additional splices or couplers for the convenience of purchaser that are not paid by the owners.

All terms and conditions of this quotation are to be incorporated into the subcontract agreement between the seller and general contractor.

**Volatility Disclaimer:** (1) All quotations are based upon the best pricing information currently available and may be good for no longer than 30 calendar days (2) After the thirtieth day, if the quotation is not signed and approved with a confirmed ship and complete date, this quotation may require re-pricing based on current market conditions. (3) Start and complete dates must accompany all valid orders. Quotes will be priced based upon the best information
available based on anticipated start and complete dates for job. If the project starts later than anticipated, for any reason or continues beyond the complete date, job may be subject to additional pricing. (4) PJ's will be held harmless
and without penalty, liquidated damages or back charges due to any material shortages caused by mill shortages, delays, or cancellations. (5) Given the fluctuation of both scrap and rebar prices historically, PJ's reserves the right to fabricate, ship and invoice for any and all portions of project. Customer is responsible for any refusals of rebar based on these disclaimers.

**Taxation:** Sales tax subject to change based on California updated tax rates.

**Rebar Source:** PJ's reserves the right to purchase both domestic or import ASTM A615/A706 rebar for this quote unless otherwise told. Due to the lack of domestic suppliers ability to provide material, it's given PJ's no choice but to provide imported rebar from several countries.

Buyer's signature and acceptance of terms and conditions:

Date: __ / __ / __

By: _____

Print Name: _____

Print Title: _____

**0583-01 OUSD FREMONT HIGH SCHOOL - TIME DELAY LOG** **9/2/2025**

| Activity ID | Activity name | Start | End | Duration(WD) | Duration (CD) | Critical Path Delay | TCO Change | Status of Delay | Concurrency | Date Issued to Owner |
|---|---|---|---|---|---|---|---|---|---|---|
| | DSA PLAN DELAY - Plan Approval | 6/4/2025 | 7/2/2025 | 21 | 29 | YES | 5/3/2026 | Incurred | None | |
| | DSA PLAN DELAY - Review & Pricing of Plan Changes | 7/3/2025 | 7/25/2025 | 15 | 22 | YES | 5/25/2026 | Incurred | None | |
| | DSA PLAN CHANGES - Added Duration to Pier Scope | 7/25/2025 | 8/8/2025 | 10 | 14 | YES | **6/8/2026** | Incurred | None | |
| | CLASS 1 SOIL TESTING & REMOVAL at Parking Lot | | 8/21/2025 | | 0 | NO | None | Incurred | Yes | |
| | SOIL COMPACTION ISSUES | 8/25/2025 | **TBD** | **On going** | | NO | | On going | Yes | |
| | | | | | | | | | | |
| | | | | | | | | | | |

| | |
|---|---|
| Orig Start | 6/4/2025 |
| Orig End | 4/3/2026 |

| Month no | Project Completion(Days) | Delay during period | DELAYS (Calendar Days) | | | | Comments | |
|---|---|---|---|---|---|---|---|---|
| | | | | Excusable Non compensable | Excusable Compensable | | | |
| 0 | 304 | 0 | | | | | | |
| 1 | 330 | 26 | | 0 | 26 | | NTP issued 6/4/25<br>Awaiting DSA approved drawings | june |
| 2 | 361 | 31 | | 0 | 31 | | | july |
| 3 | 369 | 8 | | 0 | 8 | | | aug |
| 4 | | | | | | | | sept |
| 5 | | | | | | | | oct |
| 6 | | | | | | | | nov |
| | | | | | | | | |
| TOTAL | | 65 | | 0 | 65 | | | |

| | |
|---|---|
| **NEW TCO DATE** | **6/8/2026** |

CAHILL

**OUSD Fremont Phase 6**
**Project Data Summary**
**9/2/2025**

| | | |
|---|---|---|
| Project Name | **OUSD Fremont Phase 6 - PCO 007 PHASE 2 DSA Approved Plan Set Part 2 (Drilled Piers & Extended GC's)** | |
| Address / City | 4610 Foothill Blvd, Oakland | |
| Owner / Developer | OUSD | |
| Construction Manager | | |
| Architect / Designer | Hibser Yamauchi | |
| Total Floor Area | 30,000 | |
| Drawing Phase: | 100% SD | |
| Project Start Date: | 6/1/2025 | |
| Project Duration (mos) | | mos |
| Project Duration (wks) | | wks |
| Principal / Vice President | $325.00 | /hr |
| Project Executive / Project Director | $225.00 | /hr |
| Senior Project Manager / Estimator | $200.00 | /hr |
| Project Manager / Estimator | $150.00 | /hr |
| Assistant Project Manager | $115.00 | /hr |
| Area Safety Manager | $115.00 | /hr |
| Jobsite Safety Coordinator (JSC) | $115.00 | /hr |
| Project Engineer / Jr. Estimator | $105.00 | /hr |
| BIM / CAD Technician | $150.00 | /hr |
| Project Accountant / Admin | $90.00 | /hr |
| Labor Escalation Rate | 4.65% | after 7/1/23 |
| Field Burden Rate | 100.00% | |
| Base Superintendent Hourly Rate | $90.00 | /hr |
| Supt Rate Incl Bdn, Escal | $188.37 | /hr |
| Base Asst Superintendent Hourly Rate | $78.00 | /hr (Check with Mina/Jenny) |
| Asst Supt Rate Incl Bdn, Escal | $163.25 | /hr |
| Base Carpenter Hourly Rate | $62.34 | /hr |
| Carp Rate Incl Bdn, Escal | $130.48 | /hr |
| Base Laborer Hourly Rate | $38.05 | /hr |
| Lab Rate incl Bdn, Escal | $79.64 | /hr |

| GENERAL CONDITIONS | M & E | LABOR | TOTAL |
|---|---|---|---|
| Project Staffing | 4,050 | 150,025 | 154,075 |
| Field Offices & Sheds | 2,200 | 0 | 2,200 |
| Misc General Expenses | 1,000 | 0 | 1,000 |
| Subtotal General Conditions | 7,250 | 150,025 | 157,275 |
| **Grand Total General Conditions** | | | **157,275** |

| GENERAL REQUIREMENTS | M & E | LABOR | TOTAL |
|---|---|---|---|
| Utility Services | 0 | 0 | 0 |
| Project Clean-Up | 0 | 0 | 0 |
| Quality Management Program | 0 | 0 | 0 |
| Safety Program | 900 | 0 | 900 |
| Equipment | 0 | 0 | 0 |
| Jobsite Control & Security | 0 | 0 | 0 |
| Jobsite Services | 0 | 0 | 0 |
| Subtotal General Requirements | 900 | 0 | 900 |
| **Grand Total General Requirements** | | | **900** |

| | |
|---|---|
| **Grand Total General Conditions & Requirements** | **158,175** |

# General Conditions

| VP Code | ITEM / DESCRIPTION | QTY | UNIT | M&E $/UNIT | M & E | LABOR $/UNIT | LABOR | TOTAL | REMARKS |
|---|---|---|---|---|---|---|---|---|---|
| | **PROJECT STAFFING** | | | | | | | | |
| | **Site Supervision** | | | | | | | | |
| 01-3110 | Field Superintendent | 9 | wks | 250.00 | 2,250 | 7,534.80 | 67,813 | 70,063 | $250/wk car allowance incl. |
| 01-3111 | Ass't. Superintendent | 9 | wks | 200.00 | 1,800 | 3,265.08 | 29,386 | 31,186 | 20 hours/ week |
| 01-3120 | Senior Superintendent | 9 | wks | | 0 | | 0 | 0 | |
| | **Project Management** | | | | | | | | |
| 01-3130 | Vice President | 2 | mos | | 0 | 0.00 | 0 | 0 | |
| 01-3130 | Project Executive / Director | 0 | mos | | 0 | 7,794.00 | 0 | 0 | 8 hours/ week |
| 01-3140 | Senior Project Manager | 2 | mos | | 0 | 17,320.00 | 34,640 | 34,640 | 20 hours/ week |
| 01-3150 | Project Manager (Cahill) | 2 | mos | | 0 | 0.00 | 0 | 0 | |
| 01-3160 | Asst. Project Manager (FOCON) | 0 | mos | | 0 | | 0 | 0 | |
| 01-3170 | Project Engineer | 2 | mos | | 0 | 9,093.00 | 18,186 | 18,186 | 20 hours/ week |
| 01-3180 | Project Interns | 2 | mos | | 0 | | 0 | 0 | |
| 01-3191 | BIM / Revit Technician (D. Lam) | 2 | mos | | 0 | | 0 | 0 | Include on MEPS Lines |
| 01-3196 | BIM / Revit Technician Consultant | 2 | mos | | 0 | | 0 | 0 | Include on MEPS Lines |
| | Project Estimator | 2 | mos | | 0 | | 0 | 0 | |
| 01-3199 | MEPS Coordinator | 2 | mos | | 0 | | 0 | 0 | |
| 01-3184 | Field Admin Staff / Project Coordinator | 2 | mos | | 0 | | 0 | 0 | |
| 01-3197 | SBE / Local Hire Consultant | 2 | mos | | 0 | | 0 | 0 | |
| 01-3197 | Local Hire Labor Consultant - D. Ma | 2 | mos | | 0 | | 0 | 0 | |
| 01-3185 | Project Accountant | 2 | mos | | 0 | | 0 | 0 | |
| 01-319x | Scheduling Consultant | 0 | ls | 10,000.00 | 0 | | 0 | 0 | Assume not required |
| | IT Support | 2 | mos | | 0 | | 0 | 0 | |
| | **TOTAL PROJECT STAFFING** | | | | **4,050** | | **150,025** | **154,075** | |
| | **FIELD OFFICES & SHEDS** | | | | | | | | |
| 01-5213 | Field Office & Shed Rental | 0 | mos | 1,500.00 | 0 | | 0 | 0 | Basic job office |
| 01-5213 | Furniture / Office Equip | 0 | ls | 500.00 | 0 | | 0 | 0 | Minimal |
| 01-5214 | Field Offices & Shed Delivery & Removal | 0 | ls | 1,000.00 | 0 | | 0 | 0 | Mob / Demob |
| 01-5214 | Connect Trailer Utilities - Phone, Power, Water | 0 | ls | 4,000.00 | 0 | | 0 | 0 | |
| 01-5221 | Telephone & Mobile Phones | 2 | mos | 450.00 | 900 | | 0 | 900 | |
| 01-5222 | Drinking Water | 2 | mos | 150.00 | 300 | | 0 | 300 | |
| 01-5222 | Office Supplies | 2 | mos | 150.00 | 300 | | 0 | 300 | |
| 01-5223 | Copier / Printer - Incl Ink & Paper | 2 | mos | 350.00 | 700 | | 0 | 700 | |
| 01-5222 | Computers & IT - Equipment | 0 | ls | 500.00 | 0 | | 0 | 0 | |
| 01-5222 | Allow "IT Station" (Laptop & Printer) for subs | | ls | | 0 | | 0 | 0 | |
| 01-5800 | Project Sign | 0 | ea | 1,500.00 | 0 | | 0 | 0 | |
| 01-9920 | Security Containers | 0 | mos | 500.00 | 0 | | 0 | 0 | |
| | **TOTAL FIELD OFFICES & SHEDS** | | | | **2,200** | | **0** | **2,200** | |
| | **GENERAL EXPENSES** | | | | | | | | |
| | **Agency Fees** | | | | | | | | |
| 01-4100 | Building Permit | | ls | | 0 | | 0 | 0 | Exclude - By Owner |
| 01-4110 | CAL/OSHA Permit | 0 | ls | 250.00 | 0 | | 0 | 0 | |
| 01-4130 | Street Closure / Special Traffic Permits | | ls | | 0 | | 0 | 0 | |
| 01-4140 | Street Space Permit | | ls | | 0 | | 0 | 0 | Exclude - By Owner |
| 01-0080 | Bonds for Street Excavations | | ls | | 0 | | 0 | 0 | |
| | **Miscellaneous Items** | | | | | | | | |
| 01-5224 | Messenger Delivery Service / Postage | 0 | wks | 200.00 | 0 | | 0 | 0 | |
| 01-5231 | Travel, incl. Mileage, Bridge Toll | 0 | mos | 500.00 | 0 | | 0 | 0 | |
| 01-5232 | Parking (for General Conditions only) | 2 | mos | 0.00 | 0 | | 0 | 0 | Trade Parking on line items |
| | Entertainment / Ceremonies | | ls | | 0 | | 0 | 0 | |
| 01-5240 | Print Drawings / Blueprints | 0 | mos | | 0 | | 0 | 0 | Assume not required |
| 01-5240 | Plan Grid Fees | | ls | 2,000.00 | 0 | | 0 | 0 | Not used after 12/2021, add tech fee |
| 01-5240 | Procore PM Software Fees | 0 | ls | 225.00 | 0 | | 0 | 0 | In tech fee |
| 01-5240 | Primavera P6 Schedule Software Fees | 0 | ls | 15,000.00 | 0 | | 0 | 0 | In tech fee |
| 01-5241 | Draft As-Builts | 0 | ls | 5,000.00 | 0 | | 0 | 0 | By PM in procore |
| 01-319x | Final Audit - Accounting Time | | ls | | 0 | | 0 | 0 | |
| 01-5250 | Other Misc. General Expenses | 1 | ls | 1,000.00 | 1,000 | | 0 | 1,000 | |
| | **TOTAL GENERAL EXPENSES** | | | | **1,000** | | **0** | **1,000** | |

# General Requirements

| VP Code | ITEM / DESCRIPTION | QTY | UNIT | M&E $/UNIT | M & E | LABOR $/UNIT | LABOR | TOTAL | REMARKS |
|---|---|---|---|---|---|---|---|---|---|
| | **UTILITY SERVICES** | | | | | | | | |
| | **Electrical** | | | | | | | | |
| 01-5113 | Electrical Consumption | 0 | mos | 750.00 | 0 | | 0 | 0 | By electrical sub |
| 01-5114 | Temp Elec Service - PG & E Fees | 2 | mos | | 0 | | 0 | 0 | use existing power |
| 01-5114 | Temp Elec Service - Cahill Costs | 2 | mos | | 0 | | 0 | 0 | use existing power |
| 01-5114 | Set up Temp Elec - X-frmr, Panels | | ls | | 0 | | 0 | 0 | use existing power |
| 01-5114 | Set up Temp Elec - Lights, Spider Boxes | 0 | mos | 2,500.00 | 0 | | 0 | 0 | By electrical sub |
| 01-9904 | Temp Elec Equipment Rental | 2 | mos | | 0 | | 0 | 0 | direct trade cost |
| 01-5114 | Set Up Temp Elec Generator | | ls | | 0 | | 0 | 0 | direct trade cost |
| 01-5114 | Temp Generator - Rental, Fuel & Service | 2 | mos | | 0 | | 0 | 0 | direct trade cost |
| | **Water** | | | | | | | | |
| 01-5136 | Water Consumption | 0 | mos | 1,000.00 | 0 | | 0 | 0 | By plumbing sub |
| 01-5137 | Set Up Temp Water | | ls | | 0 | | 0 | 0 | direct trade cost |
| 01-5129 | **Gasoline, Diesel, Oil** | 2 | mos | | 0 | | 0 | 0 | |
| | **TOTAL UTILITY SERVICES** | | | | **0** | | **0** | **0** | |
| | **PROJECT CLEAN-UP** | | | | | | | | |
| 01-7410 | Debris Boxes | 9 | wks | | 0 | | 0 | 0 | By trades |
| 01-9906 | Misc. Clean-up Materials | 9 | wks | | 0 | | 0 | 0 | By trades |
| 01-7413 | Clean-up Job Offices | 9 | wks | | 0 | | 0 | 0 | by Super / PE |
| 01-7413 | Clean-up Building (Interim) | 9 | wks | | 0 | | 0 | 0 | By trades |
| 01-7416 | Clean-up Site | 9 | wks | | 0 | | 0 | 0 | By trades |
| - | Sub Clean-up | N/A | | | | | | | Trade Cleanup by Subs |
| 01-7416 | Street / Garage Sweepers | | ls | | 0 | | 0 | 0 | direct trade cost |
| 01-9906 | Rubbish Chutes | | ls | | 0 | | 0 | 0 | direct trade cost |
| 01-7423 | Final Clean Up / Janitorial | N/A | | | | | | | Incl in Line Items |
| | **TOTAL CLEAN-UP** | | | | **0** | | **0** | **0** | |
| | **QUALITY MANAGEMENT PROGRAM** | | | | | | | | |
| | **QA / QC Staff** | | | | | | | | |
| 01-4500 | QA / QC Manager - On Site Services only | 9 | wks | | 0 | | 0 | 0 | by Super / PM team |
| 01-4500 | QA / QC Carpenter - Onsite Labor | 9 | wks | | 0 | | 0 | 0 | direct trade cost |
| 01-4500 | QA / QC Admin | 9 | wks | | 0 | | 0 | 0 | |
| | **Exterior Skin** | | | | | | | | |
| 01-4500 | Framing Inspections / Verification | | ls | | 0 | | 0 | 0 | direct trade cost |
| 01-4520 | Window Testing & Inspections | | ls | | 0 | | 0 | 0 | direct trade cost |
| 01-4540 | Roof Flood Testing & Inspections | | ls | | 0 | | 0 | 0 | direct trade cost |
| 01-4550 | Exterior Skin Mockup | | ls | | 0 | | 0 | 0 | direct trade cost |
| | **Interior** | | | | | | | | |
| 01-4560 | Interior Unit Mockups | | ls | | 0 | | 0 | 0 | N/A - not residential |
| 01-4560 | Misc Finish Mockups | | ls | | 0 | | 0 | 0 | direct trade cost |
| 01-4560 | First In Place Work Inspections | | ls | | 0 | | 0 | 0 | direct trade cost |
| | **TOTAL QA / QC** | | | | **0** | | **0** | **0** | |

## General Requirements

| VP Code | ITEM / DESCRIPTION | QTY | UNIT | M&E $/UNIT | M & E | LABOR $/UNIT | LABOR | TOTAL | REMARKS |
|---|---|---|---|---|---|---|---|---|---|
| | **SAFETY PROGRAM** | | | | | | | | |
| | **Safety Personnel** | | | | | | | | |
| 01-3500 | Area Safety Manager | | wks | | 0 | | 0 | 0 | Included in our burden rate |
| 01-3500 | Jobsite Safety Coordinator | 9 | wks | | 0 | | 0 | 0 | direct trade cost |
| 01-3500 | On Site Safety Carpenter | 9 | wks | | 0 | | 0 | 0 | direct trade cost |
| 01-3500 | On Site Safety Laborer | 9 | wks | | 0 | | 0 | 0 | direct trade cost |
| | **Pandemic Personnel and Costs** | | | | | | | | If applicable |
| 01-3600 | Covid Safety Compliance Monitor (SCO) | 0 | wks | | 0 | | 0 | 0 | Incl'd in estimate w/ direct costs (Line 51) |
| 01-3400 | Social Distance Monitor | | wks | | 0 | | 0 | 0 | Incl'd in estimate w/ direct costs (Line 51) |
| 01-3400 | Clean & Disinfect Personnel (Laborer) | | wks | | 0 | | 0 | 0 | Incl'd in estimate w/ direct costs (Line 51) |
| 01-3400 | Cleaning Supplies - Disinfectant, Wipes, Signs, etc. | | mo | | 0 | | 0 | 0 | Incl'd in estimate w/ direct costs (Line 51) |
| | **Site Specific Safety Costs** | | | | | | | | |
| 01-3530 | Safety Training - Job Specific | | ls | | 0 | | 0 | 0 | Staff Training Incl in Ins Rate |
| 01-9909 | Safety Gear & Equipment (PPE) | 1 | ls | 300.00 | 300 | | 0 | 300 | Hardhats, Vests, Rain Gear, Eyeglasses, etc. |
| 01-9909 | Safety Materials | 1 | ls | 400.00 | 400 | | 0 | 400 | Misc Materials (Shade structures, lumber, other mis |
| 01-9909 | First Aid & Onsite Safety Services | | ls | | 0 | | 0 | 0 | Incl. above |
| 01-9909 | Fire Extinguishers | 1 | ea | 200.00 | 200 | | 0 | 200 | |
| | **OSHA Railings** | | | | | | | | |
| 01-5610 | Building Exterior | | lf | | 0 | | 0 | 0 | Incl on Trade Line Items |
| 01-5610 | Building Interior Openings | | lf | | 0 | | 0 | 0 | Incl on Trade Line Items |
| 01-5610 | Building Stairs | | lf | | 0 | | 0 | 0 | Incl on Trade Line Items |
| 01-5610 | Trenches, Open Excavations | | lf | | 0 | | 0 | 0 | Incl on Trade Line Items |
| 01-5610 | Maintain / Remove Handrails | | wks | | 0 | | 0 | 0 | Incl on Trade Line Items |
| | **TOTAL SAFETY PROGRAM** | | | | **900** | | **0** | **900** | |
| | **EQUIPMENT** | | | | | | | | |
| | **Small Tools & Equipment** | | | | | | | | |
| 01-9908 | Radios | 0 | mos | 350.00 | 0 | | 0 | 0 | Assume none |
| 01-9920 | Small Tools & Equipment | 0 | mos | 1,500.00 | 0 | | 0 | 0 | Subcontractor credit |
| | **Hoisting / Crane Service** | | | | | | | | |
| 01-5430 | Tower Crane | | ls | | 0 | | 0 | 0 | Trade Line Item (See Separate Tab Sheet) |
| 01-5440 | Rigging Foreman / Pick Zone Supervisor | | wks | | 0 | | 0 | 0 | Incl by Trades |
| 01-9913 | Mobile Crane | | ls | | 0 | | 0 | 0 | Incl by Trades |
| | **Personnel & Material Hoists** | | | | | | | | |
| 01-5416 | Personnel Hoist | | ls | | 0 | | 0 | 0 | Trade Line Item (See Separate Tab Sheet) |
| 01-9913 | Material Hoist | | ls | | 0 | | 0 | 0 | Trade Line Item (See Separate Tab Sheet) |
| 01-5413 | Temp Elevator Operator | | wks | | 0 | | 0 | 0 | |
| | **Scaffolding** | | | | | | | | |
| 01-5450 | Exterior Scaffold | | ls | | 0 | | 0 | 0 | Trade Line Item (See Separate Tab Sheet) |
| 01-5452 | Interior Scaffold | | ls | | 0 | | 0 | 0 | Trade Line Item (See Separate Tab Sheet) |
| 01-5601 | Pedestrian Canopy (if required) | 9 | wks | | 0 | | 0 | 0 | Trade Line Item (See Separate Tab Sheet) |
| | **TOTAL EQUIPMENT** | | | | **0** | | **0** | **0** | |
| | **JOBSITE CONTROL & SECURITY** | | | | | | | | |
| | **Traffic & Pedestrian Control / Flagging** | | | | | | | | |
| 01-5600 | Perimeter Fences & Gates | 0 | lf | 30.00 | 0 | | 0 | 0 | By subcontractor |
| 01-5601 | Pedestrian Barricades / Temp Walkway | | ls | | 0 | | 0 | 0 | Allow for Temp Conditions |
| 01-5500 | Flagging for Deliveries / Traffic Control | 9 | wks | | 0 | | 0 | 0 | Incl by Trades |
| 01-5800 | Temp Signs / Wayfinding | | ls | | 0 | | 0 | 0 | Incl by Trades |
| 01-9910 | Flashing Arrowboards / Lights | | ls | | 0 | | 0 | 0 | Incl by Trades |
| 01-9920 | Temp Locks & Security Materials | | ls | | 0 | | 0 | 0 | Locks, Fencing, Storage |
| | **Jobsite Security Service** | | | | | | | | |
| 01-5640 | Guard Service - Off Hour Guard Service | 0 | wks | 29,624.00 | 0 | | 0 | 0 | Trade Line Item |
| 01-5650 | Guard Service - Cameras, Roving Guard | 0 | mos | 4,000.00 | 0 | | 0 | 0 | Trade Line Item |
| | **TOTAL JOBSITE CONTROL & SECURITY** | | | | **0** | | **0** | **0** | |

## General Requirements

| VP Code | ITEM / DESCRIPTION | QTY | UNIT | M&E $/UNIT | M & E | LABOR $/UNIT | LABOR | TOTAL | REMARKS |
|---|---|---|---|---|---|---|---|---|---|
| | **JOBSITE SERVICES** | | | | | | | | |
| | **Sanitation** | | | | | | | | |
| 01-5219 | Chemical Toilets / Wash Stations | 0 | mos | 2,000.00 | 0 | | 0 | 0 | |
| 01-5219 | Hoist and Empty Toilets at Upper Floors | 2 | mos | | 0 | | 0 | 0 | N/A |
| | **Weather Protection / Environmental Controls** | | | | | | | | |
| 07-5020 | Temp Roofing / Waterproofing | | | | 0 | | 0 | 0 | Incl on Trade Line Items |
| 01-9905 | Temp Heat / Air / Dehumidifiers | | | | 0 | | 0 | 0 | Incl on Trade Line Items |
| 01-5750 | Pumping / Rainwater Mgt | | | | 0 | | 0 | 0 | Incl on Trade Line Items |
| 01-5700 | SWPPP | NA | | | | | | | Incl on Trade Line Items |
| | **Layout & Surveying** | | | | | | | | |
| 01-7100 | Outside Surveyor | | days | | 0 | | 0 | 0 | Incl on Trade Line Items |
| 01-3200 | Progress Photos / Multivista | | ls | | 0 | | 0 | 0 | Incl on Trade Line Items |
| 01-7110 | Adjacent Building Surveying & Monitoring | | wks | | 0 | | 0 | 0 | Incl on Trade Line Items |
| 01-7130 | Layout Carpenter (General) | 9 | wks | | 0 | | 0 | 0 | Incl on Trade Line Items |
| 02-0010 | TV Sewer Survey | | ls | | 0 | | 0 | 0 | Incl on Trade Line Items |
| | **Temporary Protection** | | | | | | | | |
| 01-5620 | Dustproof Partitions | | ls | | 0 | | 0 | 0 | Incl on Trade Line Items |
| 01-5620 | Maintain Temporary Protection | | wks | | 0 | | 0 | 0 | Incl on Trade Line Items |
| 01-5620 | Finished Work | | ls | | 0 | | 0 | 0 | Incl on Trade Line Items |
| 01-5620 | Line Elevator Cabs & Jambs | | ls | | 0 | | 0 | 0 | Incl on Trade Line Items |
| 01-5620 | Adjacent Building Protection | | ls | | 0 | | 0 | 0 | Incl on Trade Line Items |
| 01-5620 | Temp Protect Sitework | | ls | | 0 | | 0 | 0 | Incl on Trade Line Items |
| 01-5620 | Tub / Shower Protection | | ea | | 0 | | 0 | 0 | Incl on Trade Line Items |
| | **Project Plant Setup & Maintanance** | | | | | | | | |
| 01-5220 | Plant Maintenance | 0 | wks | 150.00 | 0 | | 0 | 0 | Labor included in project clean-up line |
| 01-5230 | Yard Deliveries | 0 | wks | | 0 | 398.19 | 0 | 0 | Allow 5 hrs / week |
| 01-5300 | Temporary Stairs / Ladders | | ls | | 0 | | 0 | 0 | Incl on Trade Line Items |
| 10-8100 | Pest Control (during construction) | | mos | | 0 | | 0 | 0 | Incl on Trade Line Items |
| 01-5260 | Phasing Allowance (based on job) | | | | | | | | |
| | **Post Construction Services** | | | | | | | | |
| 01-7813 | Punchlist (Staff Only) - Carp / Supervision | | wks | | 0 | | 0 | 0 | Incl on Trade Line Items |
| 01-7812 | Trade Damage | | units | | 0 | | 0 | 0 | Incl on Trade Line Items |
| 01-9000 | Commissioning | | ls | | 0 | | 0 | 0 | most likely by subs & in the trades |
| 01-8000 | Warranty / Call Back Administration | 0 | ls | | 0 | | 0 | 0 | Not requested in RFP |
| | **TOTAL JOBSITE SERVICES** | | | | **0** | | **0** | **0** | |

Project: **OAKLAND UNIFIED SCHOOL DISTRICT**
OAKLAND, CA

**SOURCE: DIR** **2025-2**

Issue Date: 30-Jun-25
Expiration Date: 28-Jun-26

Date Prepared: 16-Sep-25

## LABORER - GROUP 3

WAGE RATES MARKUPS & INDIRECTS.

| | | JM | 1.5OT | 2OT | FM | FM | 2nd Shift |
|---|---|---|---|---|---|---|---|
| JOURNEYMAN | | HR. RATE | | | REG | 1.5OT | JM |
| Basic Hourly Rate | DIR | $ 38.90 | $ 58.35 | $ 77.80 | $ 42.79 | $ 64.19 | $ 41.90 |
| Vacation & Holiday | | $ 3.91 | $ 3.91 | $ 3.91 | $ 3.91 | $ 3.91 | $ 3.91 |
| **TAXABLE RATE** | | $ 42.81 | $ 62.26 | $ 81.71 | $ 46.70 | $ 68.10 | $ 45.81 |
| FRINGES: | | | | | | | |
| Health & Welfare | | $ 11.10 | $ 11.10 | $ 11.10 | $ 11.10 | $ 11.10 | $ 11.10 |
| Pension | | $ 15.31 | $ 15.31 | $ 15.31 | $ 15.31 | $ 15.31 | $ 15.31 |
| Vacation/Holiday | | Included Above | | $ - | $ - | $ - | |
| Training | | $ 0.52 | $ 0.52 | $ 0.52 | $ 0.52 | $ 0.52 | $ 0.52 |
| Other Payments | | $ 0.32 | $ 0.32 | $ 0.32 | $ 0.32 | $ 0.32 | $ 0.32 |
| TOTAL FRINGES | | $ 27.25 | $ 27.25 | $27.25 | $ 27.25 | $ 27.25 | $ 27.25 |
| TOTAL - WAGE + FRINGES | | $ 70.06 | $ 89.51 | $ 108.96 | $ 73.95 | $ 95.35 | $ 73.06 |
| **TAXABLE RATE(BASE+VACATION)** | | $42.81 | $62.26 | $81.71 | $46.70 | $68.10 | $ 45.81 |
| LABOR BURDEN/PAYROLL TAXES: (Applied to Taxable Hourly Rate) | | | | | | | |
| SSI | 6.20% | $ 2.65 | $ 3.86 | $ 5.07 | $ 2.90 | $ 4.22 | $ 2.84 |
| Medicare | 1.45% | $ 0.62 | $ 0.90 | $ 1.18 | $ 0.68 | $ 0.99 | $ 0.66 |
| FUTA | 1.20% | $ 0.51 | $ 0.75 | $ 0.98 | $ 0.56 | $ 0.82 | $ 0.55 |
| SUI | 6.20% | $ 2.65 | $ 3.86 | $ 5.07 | $ 2.90 | $ 4.22 | $ 2.84 |
| Employee Training Tax | 0.10% | $ 0.04 | $ 0.06 | $ 0.08 | $ 0.05 | $ 0.07 | $ 0.05 |
| Workmen's Comp | 9.85% | $ 4.22 | $ 6.13 | $ 8.05 | $ 4.60 | $ 6.71 | $ 4.51 |
| TOTAL INS. & TAXES | 25.00% | $ 10.70 | $ 15.57 | $ 20.43 | $ 11.68 | $ 17.02 | $ 11.45 |
| TOTAL - RATES & FRINGES, INS.TAXES | | $ 80.76 | $ 105.08 | $ 129.39 | $ 85.63 | $ 112.37 | $ 84.51 |
| Premium | | | $24.31 | $48.63 | | | $ 3.75 |

Project: **OAKLAND UNIFIED SCHOOL DISTRICT**
OAKLAND, CA

**SOURCE: DIR** 2025-2

Issue Date: 30-Jun-25
Expiration Date: 30-May-26

Date Prepared: 7-Jul-25

## OPERATING ENGINEER (BUILDING CONSTRUCTION)

WAGE RATES MARKUPS & INDIRECTS.

| | | JM | 1.5OT | 2OT | FM | FM | 2nd Shift |
|---|---|---|---|---|---|---|---|
| JOURNEYMAN | | HR. RATE | | | REG | 1.5OT | JM |
| Basic Hourly Rate | | $ 62.69 | $ 94.04 | $ 125.38 | $ 68.96 | $ 103.44 | $ 68.69 |
| Vacation & Holiday | | $ 6.10 | $ 6.10 | $ 6.10 | $ 6.10 | $ 6.10 | $ 6.10 |
| **Taxable Income** | | **$ 68.79** | **$ 100.1** | **$ 131.48** | **$ 75.06** | **$ 109.54** | **$ 74.79** |
| FRINGES: | | | | | | | |
| Health & Welfare | | $ 13.38 | $ 13.38 | $ 13.38 | $ 13.38 | $ 13.38 | $ 13.38 |
| Pension | | $ 12.28 | $ 12.28 | $ 12.28 | $ 12.28 | $ 12.28 | $ 12.28 |
| Vacation/Holiday | | Included Above | | | | | $ - |
| Training | | $ 1.31 | $ 1.31 | $ 1.31 | $ 1.31 | $ 1.31 | $ 1.31 |
| Other Payments | | $ 1.62 | $ 1.62 | $ 1.62 | $ 1.62 | $ 1.62 | $ 1.62 |
| TOTAL FRINGES | | $ 28.59 | $ 28.59 | $28.59 | $ 28.59 | $ 28.59 | $ 28.59 |
| TOTAL - WAGE + FRINGES | | $ 97.38 | $ 128.73 | $ 160.07 | $ 103.65 | $ 138.13 | $ 103.38 |
| LABOR BURDEN/PAYROLL TAXES: (Applied to Taxable Hourly Rate) | | | | | | | |
| SSI | 6.20% | $ 4.26 | $ 6.21 | $ 8.15 | $ 4.65 | $ 6.79 | $ 4.64 |
| Medicare | 1.45% | $ 1.00 | $ 1.45 | $ 1.91 | $ 1.09 | $ 1.59 | $ 1.08 |
| FUTA | 1.20% | $ 0.83 | $ 1.20 | $ 1.58 | $ 0.90 | $ 1.31 | $ 0.90 |
| SUI | 6.20% | $ 4.26 | $ 6.21 | $ 8.15 | $ 4.65 | $ 6.79 | $ 4.64 |
| Employment Training Tax | 0.10% | $ 0.07 | $ 0.10 | $ 0.13 | $ 0.08 | $ 0.11 | $ 0.07 |
| Workmen's Comp | 9.85% | $ 6.78 | $ 9.86 | $ 12.95 | $ 7.39 | $ 10.79 | $ 7.37 |
| TOTAL INS. & TAXES | 25.00% | $ 17.20 | $ 25.03 | $ 32.87 | $ 18.76 | $ 27.38 | $ 18.70 |
| TOTAL - RATES & FRINGES, INS.TAXES | | $ 114.58 | $ 153.76 | $ 192.94 | $ 122.41 | $ 165.51 | $ 122.08 |

UNITED CONTRACTORS

# OPERATING ENGINEERS LOCAL 3 (NORTHERN CALIFORNIA) 2023-2026 MASTER AGREEMENT

## 2025 Wage & Fringe Benefit Rates Schedule

### TOTAL INCREASE - $4.00

| FRINGE BENEFITS EFFECTIVE | JUNE 30, 2025 | | |
|---|---|---|---|
| | **Journeyman** | **Apprentice** | **Entry Level Operator** *Private Work Only*[1] |
| Health & Welfare **($0.15 decrease – reallocated to Health & Welfare)** | $10.69 | $10.69 | $10.69 |
| Pensioned Health & Welfare **($0.15 increase from reallocation)** | 2.69 | 2.69 | 2.56 |
| Pension **($1.00 increase)** | 12.28 | 10.68 | 9.41 |
| Vacation, Holiday, and Sick Pay **($0.01 increase from reallocation)** *$4.48 for Journeyman, $3.98 for Apprentice, $2.78 for Entry Level Operator* Supplemental Dues ✕ **($0.06 increase)** *$1.62 for Journeyman, Apprentice, & Entry Level Operator* | 6.10 | 5.60 | 4.40 |
| Vac/Hol/Sick Pay Trust Administrative Fee **($0.01 decrease - reallocated to Vacation, Holiday, and Sick Pay)** | .02 | .02 | .02 |
| Affirmative Action Training Fund **($0.10 increase)** | 1.31 | 2.31 | 1.31 |
| IUOE Training Fund **($0.03 increase)** | .08 | .08 | .08 |
| Annuity Fund | 1.00 | 1.00 | --- |
| Industry Stabilization Fund | .06 | .06 | --- |
| Job Placement Center/Market Area Committee Admin. Fund | .11 | .11 | --- |
| Business Development & Marketing Trust* | .11 | .11 | --- |
| Heavy & Highway Committee* | .14 | .14 | --- |
| Contract Administration | .10 | .10 | --- |
| **TOTAL FRINGE BENEFIT PACKAGE** | **$34.69** | **$33.59** | **$28.47** |

✕ Vacation, Holiday & Sick Pay/Supplemental Dues are added to the hourly wage rate to establish the gross pay for tax purposes. This gross amount is subject to normal payroll deductions. After normal deductions, the full Vacation, Holiday & Sick Pay /Supplemental Dues contribution is deducted, reported, and paid to the appropriate Trust Fund. **Vac/Hol/Sick Pay Trust Administrative Fee is not taxed.**

* These funds are contained within "Admin. Funds" on the monthly Trust Fund Contribution Report. BD&MT consists of $.07 to California Alliance for Jobs and $.04 to CIFAC.

| CLASSIFICATIONS EFFECTIVE | JUNE 30, 2025 | | | |
|---|---|---|---|---|
| **MASTER AGREEMENT RATES:[1] ($2.81 Increase to Wages)** | **Straight Time Rates** | | **Special Single & Second Shift Rates**** | |
| **JOURNEYMAN:** | **Area 1** | **Area 2** | **Area 1** | **Area 2** |
| Group 1 | $66.96 | $68.96 | $72.96 | $74.96 |
| Group 2 | 65.43 | 67.43 | 71.43 | 73.43 |
| Group 3 | 63.95 | 65.95 | 69.95 | 71.95 |
| Group 4 | 62.57 | 64.57 | 68.57 | 70.57 |
| Group 5 | 61.30 | 63.30 | 67.30 | 69.30 |
| Group 6 | 59.98 | 61.98 | 65.98 | 67.98 |
| Group 7 | 58.84 | 60.84 | 64.84 | 66.84 |
| Group 8 | 57.70 | 59.70 | 63.70 | 65.70 |
| Group 8A | 55.49 | 57.49 | 61.49 | 63.49 |
| **FOREMAN:** | | | | |
| 2921 – Foreman & Shifters, over 9 Employees | $66.96 | $68.96 | $72.96 | $74.96 |
| 2931 – Foreman (Working), under 9 Employees | 65.43 | 67.43 | 71.43 | 73.43 |
| 3341 – Master Mechanic, over 5 Employees | 66.96 | 68.96 | 72.96 | 74.96 |
| **** For projects advertised for bid prior to March 4, 2023, please contact UCON.** | | | | |
| **APPRENTICE:** | | | | |
| First Period/POP ..... 1200 hrs. - 55% of Group 4 Wage Rate | $34.41 | $36.41 | $37.71 | $39.71 |
| Second Period ..... 1300 hrs. - 60% of Group 4 Wage Rate | 37.54 | 39.54 | 41.14 | 43.14 |
| Third Period ..... 1300 hrs. - 65% of Group 4 Wage Rate | 40.67 | 42.67 | 44.57 | 46.57 |
| Fourth Period ..... 1300 hrs. - 70% of Group 4 Wage Rate | 43.80 | 45.80 | 48.00 | 50.00 |
| Fifth Period ..... 1300 hrs. - 85% of Group 4 Wage Rate | 53.18 | 55.18 | 58.28 | 60.28 |
| **ENTRY LEVEL OPERATOR:** *(Private Work Only)*[2] | | | | |
| Probationary Period (750 hrs.) 1st 750 hrs. – 60% of Group 4 Wage Rate | $37.54 | $39.54 | $41.14 | $43.14 |
| 2nd 750 hrs. – 70% of Group 4 Wage Rate | 43.80 | 45.80 | 48.00 | 50.00 |
| 3rd 750 hrs. – 80% of Group 4 Wage Rate | 50.06 | 52.06 | 54.86 | 56.86 |
| 4th 750 hrs. – 90% of Group 4 Wage Rate | 56.31 | 58.31 | 61.71 | 63.71 |

[1] For all Cranes and Attachments, including Assistant to Engineer, Steel Erectors and Fabricators, Piledrivers, Tunnel/Underground, Private Work Agreements, and Residential/Building Construction Rates contact the United Contractors Office.

[2] For work other than private, the wage and fringe benefit rate for Entry Level Operator shall be 100% of the current prevailing wage rate for Journeyman Operator. An Entry Level Operator shall be considered a qualified Journeyman Operator after completing three thousand (3,000) hours of work.



LaborTeam@unitedcontractors.org | (925) 855-7900 | www.unitedcontractors.org

CAHILL

Job # 0583-01 OUSD Fremont High School

**CHANGE ORDER LABOR RATES PER DIR WEBSITE PREVAILING WAGE DETERMINATION**

**Please provide labor rates per Exhibit E of the subcontract. Provide additional pages for additional trades.**

| | |
|---|---|
| **CONTRACTOR'S NAME:** | D-Line Constructors, Inc. |
| **TRADE:** | Operating Engineers |

| | | JM REG | JM 1.5OT | JM 2OT | FM REG | FM 1.5 OT |
|---|---|---|---|---|---|---|
| A | **Basic Hourly Rate** | 69.96 | 104.94 | 139.92 | 75.96 | 113.94 |
| B | **Vacation & Holiday** | 6.10 | 6.10 | 6.10 | 6.10 | 6.10 |
| C | **Taxable rate** (A + B) | 76.06 | 110.04 | 146.02 | 82.06 | 120.04 |
| D | **Fringes** (Health & Welfare, Pension, Training) | 34.69 | 34.69 | 34.69 | 34.69 | 34.69 |
| E | **Labor Burden / Payroll Taxes** *Only applied to "C" & total cannot exceed 25% OF "C" (SSI, Medicare, FUTA, SUI, Training tax, Workers Comp) | 13.69 | 19.81 | 26.28 | 14.77 | 21.61 |
| F | **TOTAL LABOR RATE** (C + D +E) | 124.44 | 164.54 | 206.99 | 131.52 | 176.34 |

****10% change order markup should not be included here.**

425 California Street, Suite 2200; San Francisco, CA 94104
P (415) 986-0600 F (415) 986-6604

1111 Broadway, Suite 1340; Oakland, CA 94607
P (510) 250-8500 F (415) 986-6604

CAHILL

Job # 0583-01 OUSD Fremont High School

CHANGE ORDER LABOR RATES PER DIR WEBSITE PREVAILING WAGE DETERMINATION

Please provide labor rates per Exhibit E of the subcontract. Provide additional pages for additional trades.

| | |
|---|---|
| CONTRACTOR'S NAME: | D. Line Constructors, Inc. |
| TRADE: | Laborers |

| | | JM REG | JM 1.5OT | JM 2OT | FM REG | FM 1.5 OT |
|---|---|---|---|---|---|---|
| A | **Basic Hourly Rate** | 41.90 | 62.85 | 83.80 | 46.85 | 73.27 |
| B | **Vacation & Holiday** | 3.91 | 3.91 | 3.91 | 3.91 | 3.91 |
| C | **Taxable rate** (A + B) | 45.81 | 66.76 | 87.71 | 52.76 | 77.18 |
| D | **Fringes** (Health & Welfare, Pension, Training) | 31.16 | 31.16 | 31.16 | 31.16 | 31.16 |
| E | **Labor Burden / Payroll Taxes** *Only applied to "C" & total cannot exceed 25% OF "C" (SSI, Medicare, FUTA, SUI, Training tax, Workers Comp) | 8.25 | 12.02 | 15.79 | 9.49 | 13.19 |
| F | **TOTAL LABOR RATE** (C + D +E) | 85.22 | 109.94 | 134.66 | 93.41 | 121.53 |

**10% change order markup should not be included here.

425 California Street, Suite 2200; San Francisco, CA 94104
P (415) 986-0600 F (415) 986-6604

1111 Broadway, Suite 1340; Oakland, CA 94607
P (510) 250-8500 F (415) 986-6604

OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

# DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM

## Project Information

| | | | |
|---|---|---|---|
| **Project Name** | Fremont High School Modernization Project | **Site** | 302 |

**Services cannot be provided until the contract is awarded by the Board or is entered by the Superintendent pursuant to authority delegated by the Board.**

| | |
|---|---|
| Attachment Checklist | x Proof of general liability insurance, including certificates and endorsements, if contract is over $15,000<br>x Workers compensation insurance certification, unless vendor is a sole provider |

## Contractor Information

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| Contractor Name | Cahill Contractors, LLC | Agency's Contact | Arash Baradaran | | | | | |
| OUSD Vendor ID # | 009054 | Title | Owner | | | | | |
| Street Address | 1111 Broadway, Suite 1340 | City | Oakland | State | CA | Zip | 94607 | |
| Telephone | 510-250-8501 | Policy Expires | | | | | | |
| Contractor History | Previously been an OUSD contractor? ☒ Yes ☐ No | Worked as an OUSD employee? ☐ Yes ☒ No | | | | | | |
| OUSD Project # | 22156 | | | | | | | |

## Term of Original/Amended Contract

| | | | |
|---|---|---|---|
| Date Work Will Begin (i.e., effective date of contract) | 06-06-2025 | Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date) | 06-30-2026 |
| | | New Date of Contract End (If Any) | |

## Compensation/Revised Compensation

| | | | |
|---|---|---|---|
| If New Contract, Total Contract Price (Lump Sum) | $ | If New Contract, Total Contract Price (Not To Exceed) | $ |
| Pay Rate Per Hour (If Hourly) | $ | If Amendment, Change in Price | $557,442.47 |
| 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 |
|---|---|---|---|---|
| **9650/9921** | **Fund 21, Measure J** | **210-9650-0-9921-8500-6271-302-9180-9905-9999-2156** | **6271** | **$557,442.47** |

## 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.

| | | | | | |
|---|---|---|---|---|---|
| 1. | **Division Head** | **Phone** | 510-535-7038 | Fax | 510-535-7082 |
| | **Executive Director, Facilities** | | | | |
| | **Signature** Sele Nadel-Hayes (Dec 11, 2025 15:12:09 PST) | | Date Approved | Dec 11, 2025 | |
| 2. | **General Counsel, of Facilities** | | | | |
| | **Signature** James Traber | | Date Approved | 12/9/2025 | |
| 3. | **Chief Systems & Services Officer** | | | | |
| | **Signature** Preston Thomas (Dec 11, 2025 08:52:29 PST) | | Date Approved | Dec 11, 2025 | |
| 4. | **Chief Financial Officer** | | | | |
| | **Signature** | | Date Approved | | |
| 5. | **President, Board of Education** | | | | |
| | **Signature** | | Date Approved | | |



**THIS FORM IS NOT A CONTRACT**

| Board Office Use: **Legislative File Info.** | |
|---|---|
| File ID Number | 25-1248 |
| Introduction Date | 5-28-2025 |
| Enactment Number | 25-0862 |
| Enactment Date | 5/28/2025 os |

# Memo

**To** Board of Education

**From** Kyla Johnson-Trammell, Superintendent
Preston Thomas, Chief Systems & Services Officer
Kenya Chatman, Executive Director, of Facilities

**Board Meeting Date** May 28, 2025

**Subject** Amendment No. 1, Lease-Leaseback Agreement – Cahill Contractors LLC – Fremont High School Modernization Project – Division of Facilities Planning and Management

**Action Requested** Approval by the Board of Education of Amendment No. 1, to the Lease-Leaseback Agreement by and between the District and **Cahill Contractors LLC, Oakland, CA**, to provide construction upgrades for Phase II, including elevator repairs, site accessibility improvements, parking lot renovation, and other site enhancements for the Fremont High School Modernization Project, in an additional amount of **$10,722,885.00,** increasing the Agreement's total not-to-exceed amount from **$200,000.00, to $10,922,885.00**, and extending the term of the Agreement from **September 23, 2024 through June 30, 2025 to June 30, 2026**, an (additional 365 days). All other terms and conditions of the Agreement remain in full force and effect.

**Discussion** This Amendment is for additional construction services for Phase 2 construction and extending the term of the Agreement an additional 365 days.

**LBP (Local Business Participation Percentage)** 62.5%

**Recommendation** Approval by the Board of Education of Amendment No. 1, to the Lease-Leaseback Agreement by and between the District and Cahill Contractors LLC, Oakland, CA, to provide construction upgrades for Phase II, including elevator repairs, site accessibility improvements, parking lot renovation, and other site enhancements for the Fremont High School Modernization Project, increasing the Agreement's total not-to-exceed amount from $200,000.00, to $10,922,885.00, and extending the term of the Agreement from September 23, 2024 through June 30, 2025 to June 30, 2026, an (additional 365 days). All other terms and conditions of the Agreement remain in full force and effect.

**Fiscal Impact** Fund 21 Building Funds, Measure J

**Attachments**

- Amendment No. 1, including Exhibits
- Routing Form
- File ID: 24-1123

OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

# AMENDMENT NO. 1

# AGREEMENT FOR LEASE-LEASEBACK

This Amendment is entered into between the Oakland Unified School District and **Cahill Contractors LLC**. ("Contractor") to amend the **Lease Leaseback Agreement** between the District and the Contractor dated **September 25, 2024** ("Agreement"), for the **Fremont High School Modernization Project** ("Project"), as set forth below and in the Exhibit A attached hereto and incorporated herein by this reference.

1. **Services:** ☐ The scope of work is unchanged. **X The scope of work has changed.**

   **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.

   The CONTRACTOR shall provide the following amended services: To provide construction upgrades for phase II which include elevator repairs, site accessibility, parking lot renovation and other site improvements, as outlined in Lease Leaseback Sublease Amendment as Exhibit A.

2. **Terms** (duration): ☐ The term of the contract is unchanged. **X** The term of the contract has changed.

   **If term is changed:** The contract term is extended by an additional (365) days. The Current end date is June 30, 2026.

3. **Compensation:** ☐ The contract price is unchanged. **X** The contract price has changed.

   **If the compensation is changed:** The not to exceed contract price is

   **X** Increased by: **Ten Million Seven Hundred Twenty-Two Thousand Eight Hundred Eighty-Five Dollars No/100 ($10,722,885.00).**

   ☐ Decreased by _____ dollars and no/100 ($_____).

   Prior to this amendment, the not-to-exceed total contract price was **Two Hundred Thousand Dollars No/100 ($200,000.00),** and after this amendment, the not-to-exceed total contract price will be: **Ten Million Nine Hundred Twenty-Two Thousand Eight Hundred Eighty-Five Dollars and No/100 ($10,922,885.00).**

4. **Amendment History:**

   **X 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) |
|---|---|---|---|
| | | | |

5. **No Further Modifications**. Except as expressly modified by this Amendment, all other terms and condition of the Agreement remain unmodified and in full force and effect. In the event of any conflict between this Amendment and the Agreement, the terms of this Amendment shall control.

6. **Entire Agreement**. This Amendment, together with the Agreement and any prior amendments thereto, constitutes the entire agreement between the parties concerning the Project and the subject matter hereof and superseded any prior or contemporaneous oral or written discussions, representations, or agreements regarding the same. No modification or waiver of any provision of this Amendment shall be binding unless in writing and signed by both parties.

7. **Approval:** This Amendment is not effective, and no payment shall be made to Contractor based on this Amendment, until it is signed by Contractor and approved by the Board of Education.

8. **Authority.** Each party represents and warrants that is has full legal authority to enter into this Amendment and that the individuals executing this Amendment on behalf of the respective parties have been duly authorized to do so.



Contract No. | P.O. No.

**OAKLAND UNIFIED SCHOOL DISTRICT**

Jennifer Brouhard, President, Board of Education — 5/29/2025 Date

Kyla Johnson-Trammell, Superintendent and Secretary, Board of Education — 5/29/2025 Date

Preston Thomas, Chief Systems & Services Officer — 05/02/2025 Date

Preston Thomas (May 2, 2025 14:06 PDT)

**Approval as to form**:

James Traber — 05/02/2025

James Traber, Esq.
Facilities Counsel — Date

**CONTRACTOR: CAHILL CONTRACTORS LLC**

Contractor Signature — 5/2/25 Date

Arash Baradaran, V.P.
Print Name, Title

**EXHIBIT "A"**
**Scope of Work for Amendment**

**Contractor Name: Cahill Contractors LLC**

1. Detailed Description of Services to be provided: : To provide construction upgrades for phase II which include elevator repairs, site accessibility, parking lot renovation and other site improvements, as outlined in the Lease Leaseback Sublease Amendment, which is attached to this Amendment as Exhibit A.

2. Specific Outcomes:

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

| | |
|---|---|
| 0 Ensure a high quality instructional core | 0 Prepare students for success in college and careers |
| 0 Develop social, emotional and physical health | X Safe, healthy and supportive schools |
| X Create equitable opportunities for learning | x Accountable for quality |
| 0 High quality and effective instruction | 0 Full service community district |

***EXHIBIT A***

**AMENDMENT TO LEASE LEASEBACK SUBLEASE**

**TOTAL SUBLEASE AMOUNT FOR PHASE 1 AND 2 AND SCHEDULE OF SUBLEASE PAYMENTS**

For the Lease Leaseback Agreement, Site Lease, and Sublease entered into between the Oakland Unified School District ("Owner") and Cahill Contractors, LLC. ("Contractor"), and dated September 26, 2024, for the Modernization Project at Fremont High School (the "Contract"), the Owner and Contractor hereby agree that the Total Sublease Amount for Phase #1 and #2 shall be **$10,722,885.**

The Total Sublease Amount is based on the spreadsheet attached as **Exhibit A**, and pursuant to the Contract, including but not limited to Section 5 of the Lease Leaseback Agreement. The Total Sublease Amount includes the following allowance and contingencies:

**Allowances:**

- Phase 2 – Abatement demolition at existing portable building: $101,250
- Phase 2 – Demo, existing concrete wall footing as shown at new drilled pier locations: $18,700
- Phase 2 – 42" high fence footing between retaining walls: $8,500
- Phase 1 – Patching of Roof at CU-1, condensing unit: $15,000
- Phase 2 – Additional Waterproofing at seat wall planters, 9 ct.: $7,200
- (3) days of Elevator standby for other trades' work in the pit: $9,120
- Jack Replacement Allowance: jack diameter, soil conditions, spoils.: $5,000
- Elevator Buyout: $475,000
- Parking lot lighting controls are undefined: $5,000
- CCTV raceway, cabling & video storage is undefined: $5,000
- Phase 2 – Grout- set cobbles at bioretention surface (2 EA): $20,000

Total District Allowance of: $669,770

**Contingencies:**

- A Contractor Contingency of: $0
- A District Contingency of: $417,645

Notwithstanding anything in the Lease Leaseback Agreement to the contrary, all undisputed draws from the allowances and contingencies shall be payable within thirty (30) days of receipt of a fully executed and completed Allowance Expenditure Directive. Any unused allowance or contingency funds shall be retained by the District at the end of Phase #1 and #2, and District is authorized to execute a unilateral change order for accounting purposes to show the final amount payable for Phase #1 and #2.

The "Contractor Contingency" mentioned above is a line item within the Total Sublease Amount. The Construction Contingency may be drawn upon only to cover Contractor's errors and omissions in its review of the Plans and Specifications to satisfy itself that said documents are adequate for the Project's construction, or errors and omissions in carrying out the Completion of the Project. By way of example, and not as a limitation, such costs include scope gaps and work and material not explicitly stated but reasonably inferable from plans, subcontract buy-out gaps, delays in receipt of material due to the fault of Contractor, corrections in the work, and costs to correct damage or fixes resulting from activity without a clearly responsible party, and coordination issues. The Construction Contingency shall not be used for changes to the Work ordered by the District pursuant to the General Conditions. Once the Construction Contingency has been exhausted, the Contractor shall have no further recourse against the District with respect to any category of cost intended to be covered by the Contractor Contingency Fund. Should the amount of the Construction Contingency be exceeded, unless one of the conditions enumerated above applies, the unfunded costs shall be borne by Contractor without increase to the Total Sublease Amount. The Construction Contingency shall not be used without the District's prior written consent.

The "District Contingency" mentioned above is a line item within the Total Sublease Amount. The District may, in its sole discretion, use the District Contingency for:

(a) District ordered changes to the Work after the Total Sublease Amount is established, where such changes could not have been reasonably inferred from the Plans and Specifications,

(b) cost increases due to Compensable Delays, in a manner consistent with the General Conditions, or

(c) concealed or unknown Site conditions (including Pre-Existing Hazardous Materials) discovered after the execution of this Facilities Lease which could not reasonably have been foreseen by Contractor in its review of the Site and which require additional costs.

The District Contingency shall not be used without the District's prior written consent.

**Scope of Work**

The scope of work for Phase #1 and Phase #2 to be completed for the Total Sublease Amount shall include all labor, materials, and equipment as necessary to complete the work contemplated by DSA approved package # 01-100152 and 01-121860, as qualified by the Qualifications and Assumptions attached hereto as **Exhibit B**.

**Time for Completion**

Notwithstanding anything to the contrary within the Lease Leaseback Agreement, Work for the Phase #1 and Phase #2 milestones shall commence on May 30, 2025, and the deadline to Complete the Work of Phase #1 and Phase 2 shall be February 26, 2026. Failure to achieve Completion by the aforementioned time shall result in an assessment of liquidated damages of $2,000 per day as stated in the Parties' Lease Leaseback Agreement. The Total Sublease amount for Phase #1 and Phase #2 has been calculated as provided in the Contract, including but not limited to Section 5 of the Lease Leaseback Agreement. Any extensions of the Sublease Term shall be addressed as stated in Section 7 of the Sublease.

**Payments**

Notwithstanding Section 5 of the Sublease, the Parties agree that payment of the Total Sublease Amount shall be made as follows:

Each month while Contractor is providing construction services under this Lease Leaseback Agreement, District shall pay Contractor a "Tenant Improvement Payment" which shall be equal to the value of the Work performed through the last day of the prior month, less the Financed Amount, and less the Retention Amount.

For the purposes of the Contract, "Financed Amount" shall mean five percent (5%) of the value of the Work performed by Contractor in any given calendar month. The Financed Amount shall be retained by the District and paid after the Completion of the construction of the Work as the Financed Lease Payments. The term "Total Financed Amount" shall mean all the Financed Amount retained by the District during construction.

For the purposes of the Contract, "Retention Amount" shall mean five percent (5%) of the value of the Work performed by Contractor during construction.

On the fifth ($5^{th}$) day of the calendar month immediately after the month that the Completion of the entire Work, for a period of twelve (12) months, District shall pay Contractor a monthly Financed Lease Payment, equal to $1/12^{th}$ of the Total Financed Amount. The cost of Contractor's financing of the Total Financed Amount is included within the GMP. The District may, in its sole discretion, pay any portion of the Total Financed Amount early with no penalty.

In addition to the Financed Amount and the Retention Amount, the District may withhold any amounts from payments as is authorized by the Sublease and Lease Leaseback Agreement, as amended by this Amendment. The Parties may execute an Escrow Agreement for Security Deposits in Lieu of Retention as authorized by Section 22300 of the Public Contract Code.

**EXHIBIT A**
**GMP SPREADSHEET**

CAHILL

**Owner:** OUSD
**Architect:** Hibser Yamauchi
**Start Date:** Q2 2025
**Duration (Months):** 10

**Project:** 583 Fremont High School
**Estimate Version:** GMP Update without Roof
**Estimate Date:** 4/16/25 R1

| DESCRIPTION | | Phase I & II TOTAL | Phase I (no roof) | Phase II | SLBE | LBE | TRADE PARTNER/NOTES |
|---|---|---|---|---|---|---|---|
| **A DEMOLITION & STRUCTURE** | | | | | | | |
| A02.0 Demolition & Abatement | | $ 553,758 | $235,754 | $318,004 | $305,508 | | Focon |
| A03.0 Earthwork | | $ 970,302 | $243,800 | $726,502 | $876,302 | | Focon |
| A05.0 Drilled Piers | | $ 483,380 | | $483,380 | $0 | | Azul |
| A06.0 Structural Concrete | | $ 451,860 | $20,730 | $431,130 | $388,860 | | Light Frame |
| A08.0 Structural Steel, Metal Stairs, & Misc. Iron | | $ 596,981 | $253,812 | $343,169 | | $280,640 | Ahlborn, Nafco |
| A10.0 Rough Carpentry | | $ 73,233 | $43,233 | $30,000 | | $73,233 | Cahill |
| ***Subtotal Demolition and Structure*** | | **$3,129,514** | | | **$1,570,670** | **$353,873** | |
| **B EXTERIOR SKIN** | | | | | | | |
| B12.0 Exterior Glazing | | $ 12,916 | $12,916 | | | | Progress |
| B14.0 Exterior Cement Plaster | | $ 304,400 | $61,030 | $243,370 | | | Frey, SS |
| B15.0 Roofing & Waterproofing | | $ 89,418 | $29,128 | $60,290 | | | Blues |
| B16.0 Sheet Metal, Flashing, Louvers & Exp Jts | | $ 86,726 | $48,000 | $38,726 | | | West Coast ASM |
| ***Subtotal Exterior Skin*** | | **$493,460** | | | **$0** | **$0** | |
| **C INTERIORS & EQUIPMENT** | | | | | | | |
| C20.0 Metal Stud Framing & Drywall | | $ 29,000 | $20,500 | $8,500 | | | Frey |
| C27.0 Flooring - Carpet, Resilient, Wood, Polished Conc, Epoxy | | $ 19,975 | $19,975 | | | | Madsen |
| C28.0 Painting & Wall Coverings | | $ 156,773 | $28,152 | $128,621 | $88,413 | | Brite, CBM |
| C31.0 Signage | | $ 25,031 | $11,155 | $13,876 | | | Specialized Graphics |
| C32.0 Toilet & Bath Accessories | | $ 15,781 | $8,406 | $7,375 | | | Spec. Etc. |
| C36.0 Elevators | | $ 489,120 | $489,120 | | | | |
| ***Subtotal Interiors & Equipment*** | | **$735,680** | | | **$88,413** | **$0** | |
| **E MECHANICAL, ELECTRICAL, PLUMBING & SPRINKLER SYSTEMS** | | | | | | | |
| E42.0 Fire Protection System | | $ 3,000 | $3,000 | | | | |
| E43.0 Plumbing | | $ 114,914 | $73,300 | $41,614 | $0 | $0 | NV Heathorn |
| E44.0 HVAC | | $ 78,400 | $73,400 | $5,000 | $0 | $0 | NV Heathorn |
| E45.0 Electrical, Telephone & Data | | $ 1,293,010 | $242,820 | $1,050,190 | $0 | $1,115,010 | Tulum |
| ***Subtotal Mechanical, Electrical, Plumbing & Sprinkler Systems*** | | **$1,489,324** | | | **$0** | **$1,115,010** | |
| **F SITEWORK, UTILITIES & LANDSCAPING** | | | | | | | |
| F47.0 Asphalt Paving & Striping | | $ 307,720 | $189,800 | $117,920 | $274,720 | | Focon |
| F48.0 Site Concrete | | $ 1,396,668 | $308,456 | $1,088,212 | $1,083,772 | | Light Frame |
| F49.0 Landscape, Irrigation & Site Furnishings | | $ 433,105 | $133,500 | $299,605 | | $0 | Eggli |
| F50.0 Site Utilities | | $ 367,425 | $75,500 | $291,925 | $328,425 | | Focon |
| ***Subtotal Sitework, Utilities & Landscaping*** | | **$2,504,918** | | | **$1,686,917** | **$0** | |
| TOTAL DIRECT COST | | $8,352,896 | $2,625,467 | $5,727,409 | $3,346,000 | $1,468,883 | |
| INDIRECT COSTS | | | | | | | |
| Markup | 23.58% | $ 1,952,345 | $ 619,090 | $ 1,350,523 | | $ 1,952,345 | Mark-up excludes line A10.0 Self Perform Rough Carpentry |
| District Allowance | 5.00% | $ 417,645 | $ 131,274 | $ 286,370 | | | |
| TOTAL COST | | $ 10,722,885 | $ 3,375,851 | $ 7,364,302 | $ 3,346,000 | $ 3,421,228 | |
| | | | | | 31.2% | 31.91% | |

**Costs Not Included and Assumed by Owner: Design Fees, Permits, Utility Fees, Testing & Inspections**

CAHILL

# Fremont High School, Moderization, Parking and Modulars - #583

## Owner Allowances Log

## April 16, 2025

| # | Tab | Description* | Allowance | | | Comments |
|---|---|---|---|---|---|---|
| 1 | A02.0 Building & Site Demolition | Phase 1 - Abatement demolition | $15,000 deleted | | | |
| 2 | A02.0 Building & Site Demolition | Phase 2 - Abatement demolition at exisitng portable buildings | $101,250 | | | |
| 3 | A05.0 Drilled Piers | Phase 2 - Demo. exisitng concrete wall footing as shown at new drilled pier locations | $18,700 | | | |
| 4 | A08.0 Structural Steel, Metal Stairs, & Misc. Iron | Phase 2 - 42" high fence footing between retaining walls | $8,500 | | | |
| 5 | A10.0 Rough Carpentry | Dry rot repair allowance. | $75,000 deleted | | | |
| 6 | A10.0 Rough Carpentry | Potential revision of the duct support detail 14/A8.21 due to the excessively long thru bolt and penetration of roofing system. | $10,000 deleted | | | |
| 7 | B12.0 Exterior Glazing | Phase 1 - Smoke Vent Troubleshooting | $2,500 deleted | | | |
| 8 | B15.0 Roofing & Waterproofing | Phase 1 - Elevation Change at Stair Door | $20,000 deleted | | | |
| 9 | B15.0 Roofing & Waterproofing | Phase 1 - Unforeseen Existing Conditions at Roof | $100,000 deleted | | | |
| 10 | B15.0 Roofing & Waterproofing | Phase 1 - Patching of Roof at CU-1, condensing unit | $15,000 | | | |
| 11 | B15.0 Roofing & Waterproofing | Phase 2 - Additional Waterproofing at seat wall planters, 9 ct. | $7,200 | | | |
| 12 | B16.0 Sheet Metal, Flashing, Louvers & Exp Jts | Replace 50% of existing scuppers | $4,650 deleted | | | |
| 13 | C36.0 Elevators | (3) days of Elevator standby for other trades' work in the pit. | $9,120 | | | |
| 14 | C36.0 Elevators | Elevator cab finish allowance. | $35,000 deleted | | | |
| 15 | C36.0 Elevators | Plastic Glazing panel called out on 11/A7.01 as the product specification and detailing has yet to be determined. | $15,000 deleted | | | |
| 16 | C36.0 Elevators | Jack Replacement Allowance: jack diameter, soil conditions, spoils. | $5,000 | | | |
| 16.1 | C36.0 Elevators | Elevator Buyout | $475,000 | | | |
| 17 | E43.0 Plumbing | Repair of an existing condensate piping valve per sheet note #23.08 on A2.12. | $2,000 deleted | | | |
| 18 | E44.0 HVAC | Replace valves and fittings for (20) existing AC units, unknow if required until reinstallation of existing units. | $52,300 deleted | | | |
| 19 | E44.0 HVAC | Potential repair or adjustment of existing equipment. | $170,000 deleted | | | |
| 20 | E45.0 Electrical, Telephone & Data | Parking lot lighting controls are undefined. | $5,000 | | | |
| 21 | E45.0 Electrical, Telephone & Data | CCTV raceway, cabling & video storage is undefined. | $5,000 | | | |
| 22 | F49.0 Landscape, Irrigation & Site Furnishings | Phase 2 - Grout-set cobbles at bioretention surface (2 EA) | $20,000 | | | |
| 22 | | | | | | |
| 23 | | | | | | |
| 24 | | | | | | |
| 25 | | | | | | |
| | | TOTAL | $669,770 | $ - | $ - | |

*Please reference the GMP Qualifications for detailed descriptions of each Allowance.

**EXHIBIT B**
**QUALIFICATIONS AND ASSUMPTIONS**

**Fremont High School - #583**

# QUALIFICATIONS

~~**3/7/25**~~
~~**3/24/25 Update**~~
~~**4/16/25 Update**~~
**5/02/25 Update**

**GENERAL**

1. This estimate is based on the Modernization and New Parking Lot drawings and specifications by Hibser Yamauchi Architects, which includes ~~reroofing of the Auditorium, Shop and Media Building C buildings~~, Elevator Modernization at the Media Building C, restroom upgrades in the Classroom Building B, the Parking Lot at 4529 Foothill Blvd and site accessibility upgrades; and the New Modular Buildings drawings and specifications by Hibser Yamauchi Architects, which includes removal of existing portable classrooms, installation of new modular classroom buildings, retaining wall, site improvements, Shop Building restroom upgrades, fire & intrusion alarm at new modular classrooms and site accessibility upgrades.

~~2.~~ The estimate is based on a construction start in May of 2025 and completing work in February 2026. We anticipate 10 months of construction. ~~with no work occurring between February 2026 and June 2026.~~

~~3. We include two phases for the re-roofing, splitting the work between Summer 2025 and Summer 2026. Cahill will be remobilizing for the second phase.~~

4. We do not include permit fees, testing, special inspection fees, DSA Fees, ~~builder's risk insurance~~, utility connection fees or engineering.

5. We exclude any fees, taxes, levies, or tariffs, or any increases in the same, that were not legally enacted at the time bids were received. This exclusion includes, but is not limited to, government executive orders impacting labor and material prices and availability, voter-approved initiatives, bonds, or propositions.

6. We exclude costs for special inspection, third party window testing, hygienist fees, air testing and air monitoring.

7. Field offices per section 1.23/01 50 00 is excluded. We assume office space will be provided within the existing campus for both the contractor and IOR.

8. The schedule allows for 10 weather delay days.

9. We do not include costs of temporary electrical and water for construction use. We assume the existing campus utilities can be utilized at no cost to the contractor.

10. We do not include any coordination time with a MEP or envelope commissioning agent.

11. Note items with a $0 cost on our estimate summary are excluded as we understand them to be not applicable/included in the project.

12. 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 the DSA.

13. We do not include any street space, street closure, Cal Trans or other agency fees or any temporary

measures required by these agencies. (eg temporary restriping or lane markers). We assume these are not required and if there are any costs, they will be paid by the Owner.

14. The estimate is based on the plans and specifications being completed & finalized by 5/12/2025. If this date slips, there may be potential delays and increased costs that will need to be accounted for in the estimate and could result in a price increase. We do not include estimating efforts to price post-estimate / conforming set of documents. If additional pricing is required after the estimate, a mutually agreed to adjustment shall be made to the estimate.

15. The design of various floor, wall, and ceiling assemblies to meet specific sound attenuation criteria is the responsibility of the design team. Additional testing or inspection services during construction shall be retained by the Owner or their design team if desired.

**DIVISION 1 QUALIFICATIONS**

1. Regarding Weather Impact Delays, our schedule includes 10 Weather Impact Days. Per the terms of the contract, Cahill shall be entitled to a compensable extension of the Contract Time once the allotted days in the schedule are consumed.

2. Specifications do not indicate Architect review times of submittals and RFIs. We will require a 10 day turnaround on Submittals and RFIs to maintain the project schedule. Due to the nature of construction, there will be instances where we will need an expedited review of these items. We will work with the team to resolve critical issues quickly.

3. Our pricing is based upon starting within 30 days of May 12th 2025. If the actual start slips beyond this 30-day window, there may be schedule or cost impacts to the project.

4. If plans & specifications specify color or finish as "full range of color or finish provided by manufacturer" without specific colors or finishes in mind, we include most economical or basic color or/and finish.

5. Estimate is based upon the contract documents noted in the "Contract Documents List" dated 02/07/2025.

6. We do not include costs of the modular buildings (including transportation, setting and stitching together) as this has been coordinated as a District furnished item.

**01 – HAZARDOUS MATERIALS ABATEMENT**

1. All hazardous materials waste manifests **must** be signed by the Owner. We cannot sign these documents on the Owner's behalf.

2. ~~We assume removal of cement plaster at inside parapet wall base (per 15/A8.21) is "clean". So, we include an Owner allowance of **$15,000** for hazmat abatement.~~

3. We do not include hazmat abatement for existing portable buildings that to be removed and include an Owner allowance of **$101,250** for hazmat abatement per RFC#18 response.

4. We assume the existing asphalt to be removed does not have petromat (hazmat).

**02 – BUILDING & SITE DEMOLITION**

1. Demolition of existing concrete wall per keynote#D2.79 on sheet 2-A1.03 at the Modular Building at elevations in conflict with the new piers has been included as an Owner Allowance, please reference qualification section 05, item 5.

**03 – EARTHWORK**

1. We assume the soil is "Class II Non-hazardous (ADC)" & have not allowed for any premium costs if deemed hazardous. Note we will require updated soil analytical testing of the site and do not include costs of testing.
2. We do not include working with & removal of hazardous (lead contaminated) soil.
3. 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.
4. 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.
5. Based on the Geotechnical Engineering & Geohazards study report dated Dec 28,2023, the water table appears to be about 24.2' below grade. As a result, we do not include dewatering of the site during construction. Localized dewatering for rainwater removal is included.
6. We do not include a soil management plan, oversight & soil sampling, or a closure report for the excavation process. It is our understanding that these items will be performed under a separate contract with the Owner.

**05 – DRILLED PIERS, CAISSONS, TIE DOWNS & PILES**

1. We do not include any costs associated with coring through or demolition of existing underground obstructions for the installation of the drilled piers (except wall footing).
2. We do not include any costs for 3rd party monitoring of noise or vibration.
3. Our pricing includes extending soldier beam 18" above finish grade during initial construction step per detail 5/2-S5.05, since the detail do not clearly indicate the extension of solider beam above finish grade.
4. We do not include drilling piers through hard rock as none shown in the bore log on Geotech report. If we encounter hard rock during drilling operation, then there will be an added cost.
5. We include an owner allowance of **$18,700** for removal of existing concrete wall footing as required to accommodate installation of drilled piers per sec. 19,20,29/2-A3.01.

**06 – STRUCTURAL CONCRETE**

1. We do not include light weight concrete fill over metal floor deck per keynote#1 on sheet S1.2 at new modular buildings. We assume this will be by modular company.
2. Per RFC#36 response, we do not include steel perimeter frame on top of concrete footing/stem wall to modular buildings per detail 15/A8.5.
3. Our pricing includes grind existing concrete slab and applying Ardex for resloping to existing area drain at Media Building C Level 2 Elevator Lobby. Extent of work to be coordinated to nearest control joint. Ardex finish may not match with the existing adjacent concrete topping slab finish.
4. Due to the inherent variability of Readymix Concrete, we can't guarantee that concrete (with the same mix design) placed immediately adjacent to another concrete element, which includes concrete from a different batch, will have the same color. This applies to any exposed, site, architectural concrete placed in separate pours (such as on different days & in a checkerboard

pattern).

**08 – STRUCTURAL STEEL, METAL STAIRS & MISC. IRON**

1. We include a galvanized finish at all chain link fence.
2. We include a **$8,500** allowance for the footings at the new 42" high fence between the new concrete retaining wall and the existing retaining wall at the modular buildings, structural detail is pending.
3. We include (1) knox box for the vehicular gate at 47th Street and (1) knox box for the vehicular gate at Foothill Blvd.
4. We include replacement fence fabric at the portions of existing fence without non-climbable fabric. Existing non-climbable fabric to remain.
5. Final keying of gates by Owner.

~~10 – ROUGH CARPENTRY~~

~~1. We include an owner allowance of **$75,000** for unforeseen dry rot repair.~~

~~2. We include an owner allowance **$10,000** for potential revision of the duct support detail 14/A8.21 due to the excessively long thru bolt and penetration of roofing system.~~

**12 – EXTERIOR GLAZING**

1. 3rd party inspection or window testing if required to be by Owner.
2. ~~A **$2,500** allowance has been included for reconnecting the existing smoke vents. Any repairs beyond that amount will be an additional cost.~~

~~11 – EXTERIOR SIDING & METAL PANELS~~

~~6. Fiber cement siding is in Line 10 – Rough Carpentry~~

**14 – EXTERIOR CEMENT PLASTER**

1. For Phase I, we exclude specification section 07 25 10 Weather Resistive Barrier. At the stucco patch locations, we have included building paper per detail 10/A8.11 as well as the fluid applied flashing sim to detail 15/A8.21.
2. ~~Phase I specification section 07 27 20 Fluid-Applied Air Barriers is included for the roof patching locations only as shown in details 15/A8.21 & 30/A8.22.~~
3. At the modular buildings, we include (1) layer of Tyvek stucco wrap per specification section 07 25 00 and (1) layer of type D building paper.
4. A standalone exterior plaster mock-up is excluded.

**15 – ROOFING & WATERPROOFING**

1. ~~We have included a GAF built-up asphalt roofing system consisting of a GAFGLAS base sheet, tapered insulation, ¼" Securerock gypsum board, three plies of roofing felt in hot asphalt and a torch applied Ruberoid Energycap HW plus Granule FR cap sheet.~~
2. ~~We have included a 20-year manufacturers NDL warranty and 2-year workmanship warranty.~~
3. ~~We exclude the Factory Mutual Class 1-90 Wind uplift rating certification.~~
4. ~~We include a **$20,000** allowance to address the elevation change at the existing stair penthouse~~

door once tapered insulation is added.

5. We assume that the added tapered insulation at the roof will not require modifications to the existing perimeter framing at the roof. The existing roof edge profile is shown to remain, 12/A8.21.

6. We have included a **$7,200** allowance for waterproofing the Phase II seat wall planters.

7. We have included a $15,000 allowance for roofing patching at CU-1, condensing unit. It is assumed that the new condensing unit can be installed from above.

8. We exclude the new roofing scope at this time. We understand that it will likely be added to project at a later date.

**16 – SHEET METAL, FLASHING, LOUVERS & EXP JTS**

1. We have included base of wall flashing at the low to high roof transitions. We have not included any vertical sheet metal flashing or saddles.

2. We have not included additional blocking for attachment of the sheet metal flashing, we assume the existing framing may be used.

3. We do not include any factory-finished sheet metal flashing.

4. We have included a **$4,650** for replacement up to (6) of the existing relief scuppers as needed. This excludes any plaster patching costs.

**17 – EXTERIOR BUILDING MAINTENANCE SYSTEM**

7. Not applicable

**18 – CAULKING & SEALANTS**

1. No qualifications at this time.

**20 – METAL STUD FRAMING & DRYWALL**

1. No qualifications at this time.

**21 – INSULATION & FIRESTOPPING**

1. No qualifications at this time.

**22 – FINISH CARPENTRY**

1. Not applicable

**23 – DOORS, FRAMES & HARDWARE; SMOKE CONTAINMENT**

1. Not applicable

**24 – OVERHEAD COILING DOORS**

1. Not applicable

**25 – TILE & STONE**

1. Not applicable

**26 – ACOUSTICAL CEILINGS & WALL PANELS**

1. Not applicable

**27 – FLOORING – CARPET, RESILIENT, WOOD, POLISHED CONC., EPOXY**

1. We include Norament Arago rubber tile flooring at the Media Building C elevator with direct glue down installation method. We assume new plywood underlayment will be required and include 3/8" "A" Grade plywood.
2. We include new Forbo Marmoleum sheet flooring at the 2nd floor Staff Restroom 21 in Building B with heat weld installation. We include grinding of the concrete to the drain assuming ¼" per square foot. If Forbo Marmoleum tile flooring is acceptable in lieu of sheet flooring, a savings of <$699> is available from the subcontractor.
3. We do not include moisture mitigation under flooring as we assume it is not required at the existing elevator or existing Staff Restroom 21.
4. We do not include any flooring, base, or walk-off mats at Modular Buildings 6000, 7000, or 8000 as we assume it will be provided and installed by the Owner's modular supplier.

**28 – PAINTING & WALL COVERINGS**

1. ~~We do not include painting the ductwork, conduit and piping at roof.~~
2. ~~We include patch painting of Auditorium ceiling for opening made and recovered for the new roof drain installations.~~
3. ~~We include patch painting the ceiling of the second floor Media building breezeway.~~
4. We include painting of the exterior plaster on the new modular classrooms, in lieu of integral colored plaster.

**29 – MISC. SPECIALTIES & EQUIPMENT**

1. Not applicable

**30 – PEST CONTROL – PIGEONS, BEDBUGS**

1. Not applicable

**31 – SIGNAGE**

1. We include site and building signage limited to the following sign types and quantities (note that parking lot and vehicular signage is included separately within the Asphalt line below):

| Detail | Sign Description | Quantity |
|---|---|---|
| **MODERNIZATION & NEW PARKING (13 EA Signs)** | | |
| 11/A8.01 | Exterior Accessible Entrance Sign | **1 EA** |
| 12/A8.01 | Exterior Accessible Ramp Sign | **2 EA** |
| 13/A9.01 | Accessible Elevator Sign | **5 EA** |
| 12/A9.01 | Area of Refuge Sign | **5 EA** |
| | | |
| **NEW MODULAR BUILDINGS (35 EA Signs)** | | |
| 4/2-A9.02 | Accessible Entrance Sign | **1 EA** |
| 3/2-A9.02 | Exterior Accessible Ramp Sign | **2 EA** |
| #C/A0.4 | Building 8000: Sign C Exit Tactile Sign | **1 EA** |
| #G/A0.4 | Building 8000: Sign G ID Sign | **3 EA** |
| #H/A0.4 | Building 8000: Sign H with ISA Identification | **1 EA** |
| #I/A0.4 | Building 8000: Sign I Floor Live Load | **1 EA** |
| #L/A0.4 | Building 8000: Sign L Assistive Listening | **1 EA** |

| | | |
|---|---|---|
| #C/A0.4 | Building 7000: Sign C Exit Tactile Sign | **2 EA** |
| #G/A0.4 | Building 7000: Sign G ID Sign | **2 EA** |
| #H/A0.4 | Building 7000: Sign H with ISA Identification | **2 EA** |
| #I/A0.4 | Building 7000: Sign I Floor Live Load | **2 EA** |
| #L/A0.4 | Building 7000: Sign L Assistive Listening | **2 EA** |
| #C/A0.4 | Building 6000: Sign C Exit Tactile Sign | **3 EA** |
| #G/A0.4 | Building 6000: Sign G ID Sign | **3 EA** |
| #H/A0.4 | Building 6000: Sign H with ISA Identification | **3 EA** |
| #I/A0.4 | Building 6000: Sign I Floor Live Load | **3 EA** |
| #L/A0.4 | Building 6000: Sign L Assistive Listening | **3 EA** |

**32 – TOILET & BATH ACCESSORIES**

1. At 2nd Floor Boys Restroom 23 in Building B we include:
   a. One (1) EA new Bobrick B-2888 Toilet Paper Dispenser.
   b. Two (2) EA new Bobrick B-2111 Soap Dispensers.
2. At 2nd Floor Staff Restroom 21 in Building B we include:
   a. One (1) EA new Bobrick B-2888 Toilet Paper Dispenser.
   b. One (1) EA new Bobrick B-262 Paper Towel Dispenser.
   c. One (1) EA New Bobrick B-270 Sanitary Napkin Disposal.
   d. Remove, Salvage, and Reinstall Existing of one (1) 42” grab bar, one (1) 36” grab bar, and one (1) toilet seat cover dispenser.
3. At 1st Floor Staff Restroom 65 in Building B we include:
   a. Remove, Salvage, and Reinstall Existing of one (1) toilet seat cover dispenser.
4. At 1st Floor Girls Restroom in Building B we include:
   a. Three (3) EA New Bobrick B-270 Sanitary Napkin Disposal.
5. At Staff Restroom S2.09 in the Shop Building we include:
   a. One (1) EA new Bobrick B-262 Paper Towel Dispenser.
   b. One (1) EA New Bobrick B-270 Sanitary Napkin Disposal.
6. At Girls Restroom S210 in the Shop Building we include:
   a. Remove, Salvage, and Reinstall one (1) Existing Toilet Partition Door.
   b. One (1) EA new Bobrick B-2888 Toilet Paper Dispenser.
   c. One (1) EA new Bobrick B-262 Paper Towel Dispenser.
7. At Boys Restroom S211 in the Shop Building we include:
   a. One (1) EA new Bobrick B-2888 Toilet Paper Dispenser.
   b. Remove, Salvage, and Reinstall Existing of one (1) 42” grab bar.

**33 – KITCHEN EQUIPMENT**

1. Not applicable

**34 – TRASH CHUTES & COMPACTORS**

1. Not applicable

**35 – WINDOW TREATMENTS**

1. Not applicable

**36 – ELEVATORS**

1. ~~We included the alternate for replacing the jack assembly, jack hole and casing for $100,000. In addition~~ we include a **$5,000** owner allowance for the diameter and soil conditions which are TBD.
2. ~~We exclude spare circuit boards called for in Specification section a.1.l/142423, as elevator maintenance is the appropriate means to administer spare parts.~~
3. ~~We include 1 hour of training as it is more appropriate in lieu of the specified (1.k/142423) 8 hours.~~
4. ~~We include the following alternate manufacturers:~~
    a. ~~Door Protective Devices – by TKE~~
    b. ~~Elevator Cabs – by MODA~~
    c. ~~Hydraulic Systems – by TKE~~
5. ~~We assume the existing hydraulic pipe does not require replacement and include replacement of couplings only.~~
6. ~~We include replacement of the hall directional lanterns. There's a savings of $4,500 if existing lanterns are reused.~~
7. ~~We include for Interim Maintenance during construction and a 12 month Guarantee Warranty (starting upon elevator completion), and exclude any additional Long Term maintenance.~~
8. We include an owner allowance of $9,120 for (3) days of elevator standby to be provided for other trades' work in the pit.
9. ~~We include an owner allowance of $35,000 for elevator cab finishes as specified.~~
10. ~~We include an owner allowance of $15,000 for the Glazing panel called out on 11/A7.01 as the product specification and detailing has yet to be determined.~~
11. We assume there is no emergency/generator power that ties into the elevator equipment.
12. ~~TKE requires the following payment schedule:~~
    a. ~~50% due as the initial progress payment.~~
    b. ~~25% due upon furnishing of materials.~~
    c. ~~25% progress payments throughout life of project.~~
13. We include a $475,000 owner allowance to buyout the elevator modernization scope.

**42 – FIRE PROTECTION SYSTEM**

1. No qualifications.

**43 – PLUMBING**

1. ~~We exclude the CR-1 Condensate Receivers per 1/22/25 email from Architect. The condensates will drain directly onto the roof.~~
2. ~~We include a $2,000 owner allowance for repair of an existing condensate piping valve per sheet note #23.08 on A2.12.~~

3. ~~We include an owner allowance of $2,800 for replacing (5) ea. missing drain strainers, the total count is to be determined.~~

4. We include the condensate tie-in for the Elevator Machine room fancoil to discharge in the sump located in the janitor's closet at the basement level.

5. ~~Installation of the new roof drains includes demolition and restoration of the auditorium ceiling.~~

**44 – HVAC**

1. ~~We include an owner allowance of $52,300 for replacing valves and fittings for (20) existing AC units, which may be required upon reinstallation of existing units.~~

2. ~~Duct cleaning is included based on the 1976 As-Builts.~~

3. We do not include performance testing, maintenance, air balancing nor warranty of existing equipment.

4. ~~We include an owner allowance of $100,000 for repair or adjustment of existing equipment.~~

5. ~~The alternate HVAC scheme for replacing all the existing AC units with new heat pump equipment will be a rough order add of $200k to $250k.~~

6. CU-1 serving the Elevator Machine Room is the only mechanical scope included at the roof.

**45 – ELECTRICAL, TELEPHONE & DATA**

1. We include a **$5,000** owner allowance for parking lot lighting controls as it is undefined.

2. Vehicle charging stations to be by owner, we include the raceways and conductors for power to these chargers.

3. Parking lot CCTV cameras to be by owner.

4. We include a **$5,000** owner allowance for parking lot CCTV raceway, cabling and video storage device.

5. We include a 1 year warranty for the new fire and intrusion alarm system components, however the specified 3 year manufacturer warranty for the FA control panel, voice panels and head-end equipment is not available by the manufacturer, JCI, unless the entire system is included on a PSA contract that includes full coverage of the entire system.

**46 – SOLAR PANELS – PHOTOVOLTAIC & HOT WATER SYSTEM**

1. Not applicable

**47 – ASPHALT PAVING & STRIPING**

1. Our pricing includes 3" Asphalt paving over 9.5" aggregate base at new parking lot and modular building phase as there are multiple thickness shown on detail 4/P-C6.0 & 4/C7.0.

2. We include paint striping at onsite parking lot not thermoplastic.

**48 – SITE CONCRETE**

1. Due to the inherent variability of Ready-mix Concrete, we can't guarantee that concrete (with the same mix design) placed immediately adjacent to another concrete element, which includes concrete from a different batch, will have the same color. This applies to any exposed, site, architectural concrete placed in separate pours (such as on different days & in a checkerboard pattern).

2. Our pricing includes shotcrete wall along drilled pier/lagging wall (#1 - #44) on sheet 2-S2.01

**49 – LANDSCAPE, IRRIGATION & SITE FURNISHINGS**

1. We assume irrigation main line as 1" at new parking lot, since it is not shown on irrigation plan.
2. We include only mulch at mulch-only areas called out on landscape sheet for both phases. Existing soil amendment or import soil is not included as none shown in the plans.
3. ~~Material schedule sheet 2-L0.01 for precast concrete bench calls out to install skateboard deterrents but does not clarify how many are required for each precast concrete bench. So, we include total 55 EA for all precast benches.~~
4. Subcontractor requires 50% material deposit prior to ordering.
5. We include owner allowance of **$20,000** for grout-set cobbles at surface of both bioretention per Owner's request.

**50 - SITE UTILITIES**

1. We include backflow preventer and connection of the domestic & irrigation water service from the backflow preventer to the building. The EBMUD will install the section of pipe from the backflow to the main. The cost for this work will be borne by the Owner under a separate contract with EBMUD.
2. We do not include water meter called out at new parking lot per sheet L8.01. We assume it will be done EBMUD.
3. We do not include cathodic protection for the underground piping as none shown.
4. We do not include the relocation or installation of any fire hydrants or piping.
5. We do not include installation of the gas service or meter or any trenching or backfill for the same. This work is typically performed by PG&E under a separate contract with the Owner.

**51 – PERSONNEL HOIST**

1. Not applicable

**52 – CRANE SERVICE**

1. Not applicable

**53 – SCAFFOLD**

1. ~~We include a scaffold stair tower for roof access, scaffolding for the new window installation at the elevator lobby and scaffold platforms in the auditorium for installation of the new roof drains and tie into the existing riser.~~

**54 – SITE SECURITY**

1. We include monitored security cameras for site security. If site experiences persistent theft or vandalism we will have to hire a security guard. Costs of a security guard are not included.

**55 – FINAL CLEANING**

1. ~~We include a single, baseline cleaning of the project. Additional cleaning as a result of items such as extra work, the Owner's furniture vendor, move in staff, etc. shall result in additional costs to the estimate.~~

OAKLAND BUILT

Oakland Unified School District
Local Business Utilization

OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

LOCAL BUSINESS PARTICIPATION WORKSHEET

| | | | |
|---|---|---|---|
| Prime | Cahill Contractors, LCC | Bid Opening Date | November 21, 2024 |
| Project Name | Fremont High Modernization | Time: | |
| Project Number | 22156 | Project Manager: | JaQuan Gornish |
| Proposed Total Contract Amount | $ 10,722,885.00 | Architect: | Hieser Yamauchi Architects, Inc |

BASE BID AMOUNT: $ 10,722,885.00

Proposed Total LBU Amount (%): 62.5 %

| Small, Local Business Enterprise(s)/Small Emerging, Local Business Enterprise(s) | | Total Amount of Contract (as a $ amount) | Local Business Enterprise (LBE) | Small, Local Business Enterprise (SLBE) | Small, Local Resident Business Enterprise (SLRBE) |
|---|---|---|---|---|---|
| Company Name: Cahill Contractors LLC | Certifying Agency: Oakland LBE | $ 2,016,001.00 | 18.80 % | % | % |
| Address, City/State: 1111 Broadway, Oakland CA | Certification No. (if available): | | | | |
| Company Name: Focon, Inc | Certifying Agency: Oakland SLBE | $ 1,784,955.00 | % | 16.70 % | % |
| Address, City/State: 1305 Franklin St, #301 Oakland, CA | Certification No. (if available): 5077 | | | | |
| Company Name: Light Frame Construction, Inc. | Certifying Agency: Oakland VSLBE | $ 1,472,632.00 | % | 13.80 % | % |
| Address, City/State: 22 Moss Avenue, Oakland, CA | Certification No. (if available): 7311 | | | | |
| Company Name: North American Fence & Railing Inc | Certifying Agency: Oakland LBE | $ 280,640.00 | 2.00 % | % | % |
| Address, City/State: 515 23rd Ave., Oakland, CA | Certification No. (if available): 5389 | | | | |
| Company Name: Brite Painting | Certifying Agency: Oakland LBE | $ 88,413.00 | % | 0.80 % | % |
| Address, City/State: 739 Warfield Ave., #2 Oakland, CA | Certification No. (if available): 5395 | | | | |
| Company Name: Tulum | Certifying Agency: Oakland LBE | $ 1,115,010.00 | 10.40 % | % | % |
| Address, City/State: 3101 Hyde Street, Oakland CA | Certification No. (if available): 6006 | | | | |
| TOTAL PARTICIPATION | | $ $ 6,757,651.00 | 31.20 % | 31.30 % | 0.00 % |

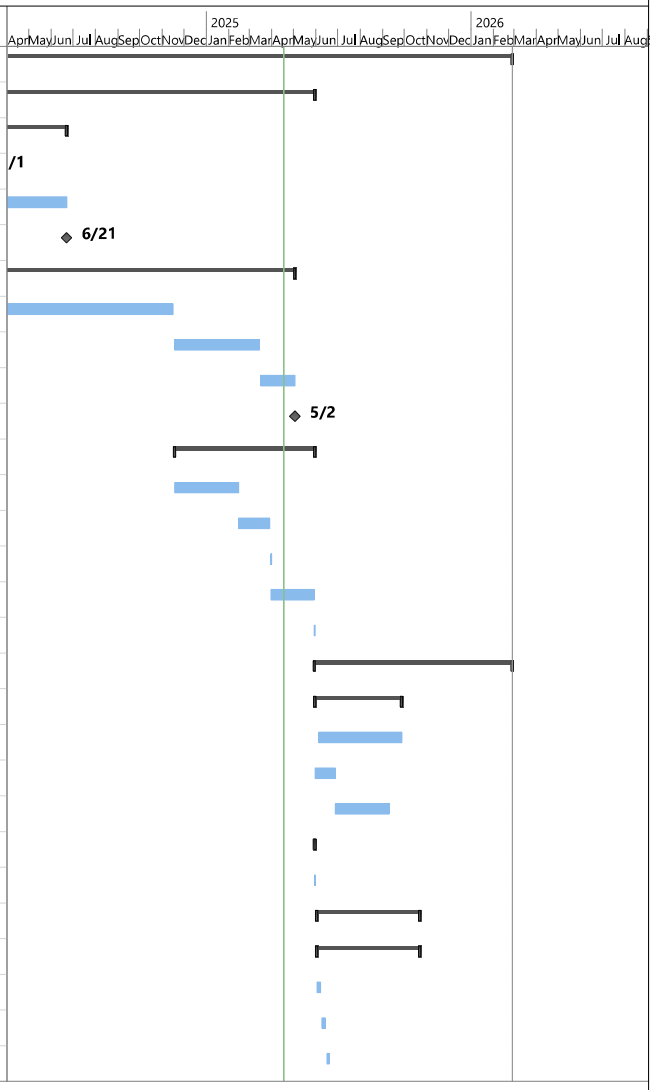
TIFFANY KNUCKLES Apr 30,2025

**APPROVAL - LBU Compliance Officer**

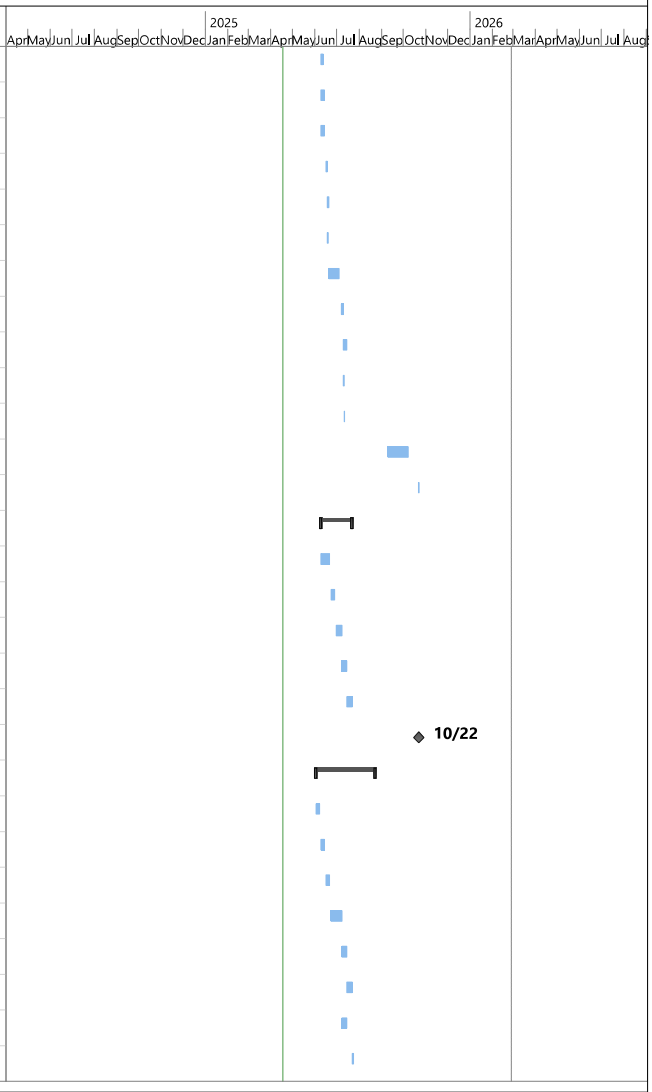
NOTE: All Local Business Utilization documentation must be included with bid form at the time of bid opening.

Revised 12-2023

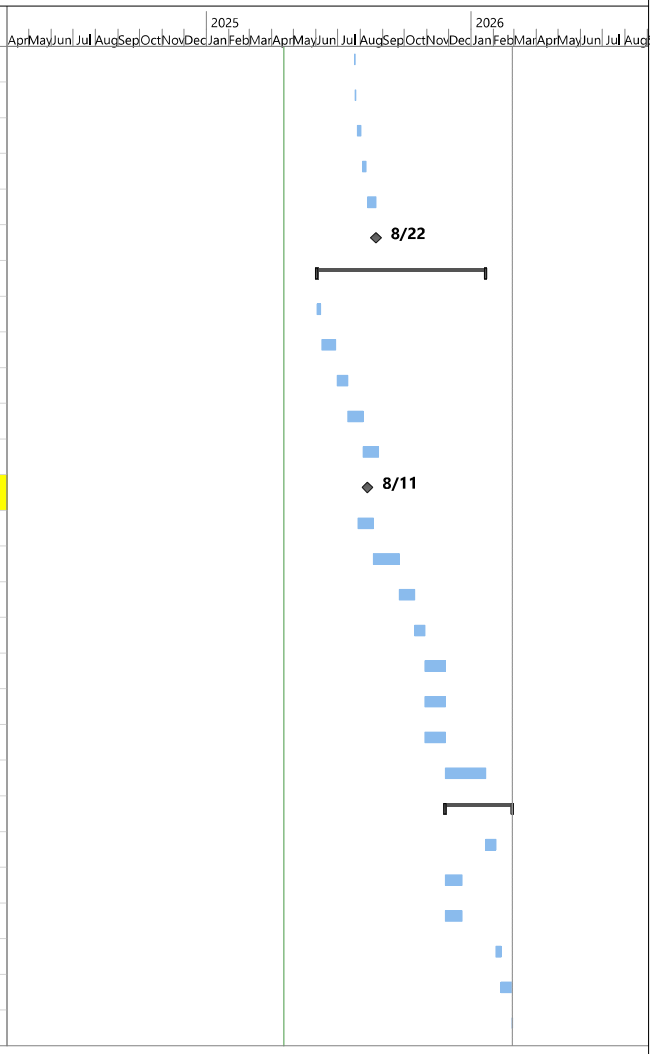
| ID | Task Name | Duration | Start | Finish |
|---|---|---|---|---|
| 1 | **OUSD Fremont High School** | **503 days** | **Fri 3/1/24** | **Thu 2/26/26** |
| 2 | **Design & Preconstruction** | **316.5 days** | **Fri 3/1/24** | **Fri 5/30/25** |
| 3 | **Design - Phase I Modernization / Roofing** | **80 days** | **Fri 3/1/24** | **Fri 6/21/24** |
| 4 | Construction Documents | 0 days | Fri 3/1/24 | Fri 3/1/24 |
| 5 | DSA Review / Backcheck | 4 mons | Fri 3/1/24 | Fri 6/21/24 |
| 6 | DSA Approval | 0 days | Fri 6/21/24 | Fri 6/21/24 |
| 7 | **Design - Phase II Portables / Expansion** | **293 days** | **Fri 3/8/24** | **Fri 5/2/25** |
| 8 | Construction Documents | 8.9 mons | Fri 3/8/24 | Fri 11/15/24 |
| 9 | DSA Review | 4 mons | Mon 11/18/24 | Fri 3/14/25 |
| 10 | DSA Backcheck | 7 wks | Mon 3/17/25 | Fri 5/2/25 |
| 11 | DSA Approval | 0 days | Fri 5/2/25 | Fri 5/2/25 |
| 12 | **GMP Bidding** | **133.5 days** | **Mon 11/18/24** | **Fri 5/30/25** |
| 13 | Cahill Bidding / GMP | 12 wks | Mon 11/18/24 | Thu 2/13/25 |
| 14 | Review Bid with District | 6 wks | Fri 2/14/25 | Fri 3/28/25 |
| 15 | OUSD Releases Long Lead Items | 1 day | Mon 3/31/25 | Mon 3/31/25 |
| 16 | Board Approval | 8.5 wks | Mon 3/31/25 | Thu 5/29/25 |
| 17 | Notice to Proceed | 1 day | Thu 5/29/25 | Fri 5/30/25 |
| 18 | **CONSTRUCTION** | **187 days** | **Fri 5/30/25** | **Thu 2/26/26** |
| 19 | **Procurement** | **83.5 days** | **Fri 5/30/25** | **Fri 9/26/25** |
| 20 | Modulars - Global Fabrication Window | 4 mons | Thu 6/5/25 | Fri 9/26/25 |
| 21 | Elevator Submittals | 4 wks | Fri 5/30/25 | Fri 6/27/25 |
| 22 | Elevator Equipment | 10 wks | Fri 6/27/25 | Tue 9/9/25 |
| 23 | **Mobilization** | **1 day** | **Fri 5/30/25** | **Fri 5/30/25** |
| 24 | Last Day of School 2025 | 1 day | Fri 5/30/25 | Fri 5/30/25 |
| 25 | **Elevator, Ramp, Restroom Upgrades** | **100.5 days** | **Mon 6/2/25** | **Wed 10/22/25** |
| 26 | **Bldg B / Elevator** | **100.5 days** | **Mon 6/2/25** | **Wed 10/22/25** |
| 27 | Demo & Remove Items for Salvage | 5 days | Mon 6/2/25 | Fri 6/6/25 |
| 28 | Elevator Pit Waterproofing | 5 days | Mon 6/9/25 | Fri 6/13/25 |
| 29 | Pit Ladder, Sump Grate | 3 days | Mon 6/16/25 | Wed 6/18/25 |



| ID | Task Name | Duration | Start | Finish |
|---|---|---|---|---|
| 30 | Pour Topping Slab | 3 days | Mon 6/9/25 | Wed 6/11/25 |
| 31 | MEP Rough In | 5 days | Mon 6/9/25 | Fri 6/13/25 |
| 32 | Framing | 5 days | Mon 6/9/25 | Fri 6/13/25 |
| 33 | WRB & GSM Flashing | 2 days | Mon 6/16/25 | Tue 6/17/25 |
| 34 | Window Install | 2 days | Wed 6/18/25 | Thu 6/19/25 |
| 35 | Louver Install | 1 day | Wed 6/18/25 | Wed 6/18/25 |
| 36 | Plaster Patch (includes breezeway ceiling) | 10 days | Fri 6/20/25 | Thu 7/3/25 |
| 37 | Restroom Flooring Install | 3 days | Mon 7/7/25 | Wed 7/9/25 |
| 38 | Painting | 3 days | Thu 7/10/25 | Mon 7/14/25 |
| 39 | Toilet Accessories Install | 1 day | Thu 7/10/25 | Thu 7/10/25 |
| 40 | Toilet & Plumbing Install | 1 day | Fri 7/11/25 | Fri 7/11/25 |
| 41 | Elevator Upgrades (Pump, Cab Finishes, Call Buttons) | 20 days | Tue 9/9/25 | Tue 10/7/25 |
| 42 | Elevator State Inspection | 1 day | Tue 10/21/25 | Wed 10/22/25 |
| 43 | **Building B Ramp** | **30 days** | **Mon 6/9/25** | **Mon 7/21/25** |
| 44 | Ramp Demo / Grading | 10 days | Mon 6/9/25 | Fri 6/20/25 |
| 45 | Ramp Footings | 5 days | Mon 6/23/25 | Fri 6/27/25 |
| 46 | Ramp Walls | 5 days | Mon 6/30/25 | Mon 7/7/25 |
| 47 | Ramp Flatwork | 5 days | Tue 7/8/25 | Mon 7/14/25 |
| 48 | Ramp Handrail | 5 days | Tue 7/15/25 | Mon 7/21/25 |
| 49 | Elevator, Ramp, Restrooms Complete | 0 days | Wed 10/22/25 | Wed 10/22/25 |
| 50 | **Parking Lot Upgrades** | **59 days** | **Mon 6/2/25** | **Fri 8/22/25** |
| 51 | Demo & Offhaul | 5 days | Mon 6/2/25 | Fri 6/6/25 |
| 52 | Grading | 5 days | Mon 6/9/25 | Fri 6/13/25 |
| 53 | Site Utilities | 5 days | Mon 6/16/25 | Fri 6/20/25 |
| 54 | Footings & Curbs | 10 days | Mon 6/23/25 | Mon 7/7/25 |
| 55 | Offsite - Curb and gutter | 5 days | Tue 7/8/25 | Mon 7/14/25 |
| 56 | Offsite - Sidewalk concrete | 5 days | Tue 7/15/25 | Mon 7/21/25 |
| 57 | Electrical and Irrigation Rough | 5 days | Tue 7/8/25 | Mon 7/14/25 |
| 58 | Asphalt | 2 days | Tue 7/22/25 | Wed 7/23/25 |



| ID | Task Name | Duration | Start | Finish |
|---|---|---|---|---|
| 59 | Striping | 1 day | Thu 7/24/25 | Thu 7/24/25 |
| 60 | Wheelstops, Signage | 1 day | Fri 7/25/25 | Fri 7/25/25 |
| 61 | Chain Link Fence & Gate Install | 5 days | Mon 7/28/25 | Fri 8/1/25 |
| 62 | Site Lighting & Security | 5 days | Mon 8/4/25 | Fri 8/8/25 |
| 63 | Irrigation and Planting | 10 days | Mon 8/11/25 | Fri 8/22/25 |
| 64 | Parking Lot Complete | 0 days | Fri 8/22/25 | Fri 8/22/25 |
| 65 | **Portables / Expansion** | **160 days** | **Mon 6/2/25** | **Tue 1/20/26** |
| 66 | Mobilization | 5 days | Mon 6/2/25 | Fri 6/6/25 |
| 67 | Demolition | 15 days | Mon 6/9/25 | Fri 6/27/25 |
| 68 | Mass Excavation | 10 days | Mon 6/30/25 | Mon 7/14/25 |
| 69 | Site Utilities | 15 days | Tue 7/15/25 | Mon 8/4/25 |
| 70 | New Concrete Landing & Ramp at Building E | 15 days | Tue 8/5/25 | Mon 8/25/25 |
| 71 | First Day of School - Fall 2025 Semester | 0 days | Mon 8/11/25 | Mon 8/11/25 |
| 72 | Drilled Piers/Soldier Piles | 15 days | Tue 7/29/25 | Mon 8/18/25 |
| 73 | Site Concrete / Retaining Walls & Bioswales | 25 days | Tue 8/19/25 | Tue 9/23/25 |
| 74 | Building Foundations | 15 days | Wed 9/24/25 | Tue 10/14/25 |
| 75 | Set Modular Structures | 10 days | Wed 10/15/25 | Tue 10/28/25 |
| 76 | Interior Finishes | 20 days | Wed 10/29/25 | Tue 11/25/25 |
| 77 | Exterior Finishes | 20 days | Wed 10/29/25 | Tue 11/25/25 |
| 78 | MEP Hook Ups | 20 days | Wed 10/29/25 | Tue 11/25/25 |
| 79 | Sitework - Flatwork & Landscaping | 35 days | Wed 11/26/25 | Tue 1/20/26 |
| 80 | **Turnover - Modular Buildings** | **61 days** | **Wed 11/26/25** | **Thu 2/26/26** |
| 81 | Punch | 10 days | Wed 1/21/26 | Tue 2/3/26 |
| 82 | Life Safety Integration to Campus & Pre-Testing | 15 days | Wed 11/26/25 | Thu 12/18/25 |
| 83 | HVAC Equipment Startup & Controls Integration | 15 days | Wed 11/26/25 | Thu 12/18/25 |
| 84 | Final Building Inspections | 5 days | Wed 2/4/26 | Tue 2/10/26 |
| 85 | Rain Delays | 10 days | Wed 2/11/26 | Wed 2/25/26 |
| 86 | Occupancy | 1 day | Thu 2/26/26 | Thu 2/26/26 |



**FREMONT HIGH SCHOOL - #583**

## Contract Document List
**11/20/2024**

**Project Manuals** (see attached Tables of Contents)

1. Modernization & New Parking Lot Project (Phase 1), prepared HIBSER YAMAUCHI ARCHITECTS, dated November 15, 2024
2. New Modular Buildings (Phase 2), prepared HIBSER YAMAUCHI ARCHITECTS, dated November 15, 2024.

**Drawings**

**MODERNIZATION AND NEW PARKING LOT PLAN SET (PHASE 1)**

3. Architectural drawings, prepared HIBSER YAMAUCHI ARCHITECTS, DSA Stamped 5/22/2024: A0.01, A0.02, A0.03, A0.04, A0.05, A0.06, A0.07, A1.01, A1.02, A1.03, A1.04, A2.01, A2.02, A2.03, A2.11, A2.12, A2.21, A3.01, A4.01, A6.01, A7.01, A7.02, A7.03, A8.01, A8.02, A8.11, A8.21, A8.22, A8.23, A9.01, A9.02.
4. Structural drawings, prepared by IDA STRUCTURAL ENGINEERS, DSA Stamped 5/22/2024: S0.01, S2.01, S3.01.
5. Mechanical drawings, prepared by ALTER ENGINEERS, DSA Stamped 5/22/2024: M0.01, M0.02, M1.01, M1.02, M2.01, M2.02, M8.01, M9.01.
6. Plumbing drawings, prepared by ALTER ENGINEERS, DSA Stamped 5/22/2024: P0.01, P0.02, P1.01, P2.03, P2.04, P8.01.
7. Electrical drawings, prepared by WKM ELECTRICAL CONSULTANTS, INC., DSA Stamped 5/22/2024: E0.01, E0.02, E0.03, E0.04, E1.01, E2.01, E3.01, E3.02, E4.01, E5.01.
8. Civil drawings, prepared by CALICHI DESIGN GROUP, DSA Stamped 5/22/2024: P-C0.1, P-C0.2, P-C1.0, P-C2.0, P-C3.0, P-C3.1, P-C4.0, P-C5.0, P-C6.0, P-C6.1.
9. Landscape drawings, prepared by CUPPLES KELLER DESIGNS, DSA Stamped 5/22/2024: L0.01, L1.01, L4.01, L5.01, L6.01, L8.01, L9.01, L9.02.
10. Vertical Transportation drawings, prepared by VDA, INC., DSA Stamped 5/22/2024:VT.01.

**MODULAR PLAN SET (PHASE 2)**

11. Architectural drawings, prepared HIBSER YAMAUCHI ARCHITECTS, dated November 8, 2024: 2-A0.01, 2-A0.02, 2-A0.03, 2-A0.04, 2-A0.05, 2-A0.06, 2-A0.07, 2-A1.01, 2-A1.02, 2-A1.03, 2-A1.04, 2-A2.01, 2-A2.02, 2-A2.03, 2-A4.01, 2-A5.01, 2-A6.01, 2-A8.01, 2-A9.01, 2-A9.02.
12. Structural drawings, prepared by IDA STRUCTURAL ENGINEERS, dated November 8, 2024: 2-S0.0, 2-S0.01, 2-S2.01, 2-S3.01, 2-S3.02, 2-S3.03, 2-S3.04, 2-S3.05, 2-S3.06, 2-S3.07, 2-S5.01, 2-S5.02, 2-S5.03, 2-S5.04, 2-S5.05.
13. Plumbing drawings, prepared by ALTER ENGINEERS, dated June, 24, 2024: 2-P0.00, 2-P2.00, 2-P4.00.
14. Electrical drawings, prepared by WKM ELECTRICAL CONSULTANTS, INC., dated November 15, 2024: 2-E0.01, 2-E0.02, 2-E0.03, 2-E0.04, 2-E0.05, 2-E1.01, 2-E1.02, 2-E2.01, 2-E3.01.
15. Fire Alarm drawing, prepared by WKM ELECTRICAL CONSULTANTS, INC., dated November 15, 2024: 2-FA0.01, 2-FA0.02, 2-FA0.03, 2-FA0.04, 2-FA0.05, 2-FA1.01, 2-FA1.02, 2-FA2.01, 2-FA3.01.
16. Intrusion Alarm drawings, prepared by WKM ELECTRICAL CONSULTANTS, INC., dated November 15,

2024: 2-IA0.01, 2-IA0.02, 2-IA0.03, 2-IA0.04, 2-IA0.05, 2-IA1.01, 2-IA1.02, 2-IA2.01, 2-IA2.02, 2-IA2.03, 2-IA2.04, 2-IA2.05, 2-IA2.06.

17. Civil drawings, prepared by CALICHI DESIGN GROUP, dated November 15, 2024: C0.1, C0.2, C1.0, C2.0, C3.0, C3.1, C4.0, C5.0, C5.1, C5.2, C6.0, C7.0, C7.1.

18. Landscape drawings, prepared by CUPPLES KELLER DESIGNS, dated August 18, 2023; January 24, 2024; July 2024; and November 8, 2024: 2-L0.01, 2-L1.01, 2-L4.01, 2-L5.01, 2-L5.02, 2-L6.01, 2-L7.01, 2-L8.01, 2-L9.01, 2-L9.02, 2-1-L.

19. Modular drawings, PROJECT SPECIFIC, prepared by GLOBAL MODULAR, INC., dated August 5, 2024: A0.0-PS, A0.0-PS, A0.3-PS, A0.10-0S, A0.11-PS, A0.12-PS, A1.1-PS, A1.2-PS, A1.3-PS, A2.1-PS, A2.2-PS, A2.3-PS, A3.2-PS, A3.3-PS, A3.4-PS, A4.1-PS, A5.4-PS, A5.5-PS, A5.6-PS, F3.1-PS, F3.2-PS, F3.3-PS, M1.1-PS, M1.2-PS, M1.3-PS, E1.0-PS, E1.1-PS, E1.2-PS, P1.0-PS, P1.1-PS, P1.2-PS, F1.0-PS, F1.1-PS, F1.2-PS.

20. Modular drawings, REFERENCE, prepared by GLOBAL MODULAR, INC., not dated: A0.0, A0.0a, A0.1, A0.1a, A0.3, A0.4, A0.6, A0.7, A0.8, A0.9PV, A0.25-a, A0.25-b, A0.26-a, A0.26-b, A0.28-a, A0.28-b, A1.1, A1.2, A1.3, A2.0, A2.1, A2.2, A2.3, A3.1, A3.2, A4.1, A5.4-A, A5.5, A5.6, A8.0, A8.1, A8.2, A8.5, A10.1a, E0.0, E1.0, E2.0, E3.0, E4.0DL, E4.1DL, F0.0, F2.0, F2.1, F3.0, F3.1, M0.0, M1.1, M1.2, M1.3, P0.0, P1.0, P2.0, P3.0, S0.0a, S0.0b, S0.1P, S0.2, S0.3, S1.0, S1.2, S2.0, S2.1, S2.2, S3.0, S3.2, S4.0.

**Miscellaneous**

1. Limited Asbestos & Lead Survey for Planned Roof Replacement Project by ACC Environmental Consultants, dated February 7, 2024.

2. Geotechnical Engineering & Geohazards Study by Atlas Technical Consultants LLC, dated December 28, 2023.

3. Geotechnical Evaluation and Geologic Hazards Assessment, prepared by NINYO & MOORE, dated October 10, 2016.

4. Soils Classification Report, prepared by NINYO & MOORE, dated July 31, 2018.

5. Arborist Report, prepared by Gerald Smith Tree Consulting, dated May 22, 2023.

6. Elevator Modernization Evaluation, prepared by VDA, dated March 21, 2023.

7. OUSD Building Standards

    a. Data and Communications Specifications, dated February 8, 2024.

    b. Elevator Specifications, dated August 2017.

    c. Fire and Intrusion Alarm System Standards, dated February 15, 2024.

    d. Fixed Signage (Fire and Intrusion Alarm Standards Bulletin), dated October 24, 2024.

    e. Vandal Guards (Interim Fire Alarm Standards Bulletin), dated September 25, 2024.

    f. Fire Alarm Materials Procurement (Interim Fire Alarm Standards Bulletin), dated October 21, 2024.

    g. Summary of OUSD Architectural and Material Standards, dated August 11, 2021.

**End of Document List**



425 California Street, Suite 2200; San Francisco, CA 94104
P (415) 986-0600 F (415) 986-4406

1111 Broadway, Suite 1340; Oakland, CA 94607
P (510) 250-8500 F (415) 986-4406

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OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

# DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM

## Project Information

| | | | |
|---|---|---|---|
| **Project Name** | Fremont High School Modernization Project | **Site** | 302 |

**Services cannot be provided until the contract is awarded by the Board or is entered by the Superintendent pursuant to authority delegated by the Board.**

| | |
|---|---|
| Attachment Checklist | x Proof of general liability insurance, including certificates and endorsements, if contract is over $15,000<br>x Workers compensation insurance certification, unless vendor is a sole provider |

## Contractor Information

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| Contractor Name | Cahill Contractors, LLC | Agency's Contact | Arash Baradaran | | | | | |
| OUSD Vendor ID # | 009054 | Title | Owner | | | | | |
| Street Address | 1111 Broadway, Suite 1340 | City | Oakland | State | CA | Zip | 94607 | |
| Telephone | 510-250-8501 | Policy Expires | | | | | | |
| Contractor History | Previously been an OUSD contractor? ☒ Yes ☐ No | Worked as an OUSD employee? ☐ Yes ☒ No | | | | | | |
| OUSD Project # | 22156 | | | | | | | |

## Term of Original/Amended Contract

| | | | |
|---|---|---|---|
| Date Work Will Begin (i.e., effective date of contract) | 06-06-2024 | Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date) | |
| | | New Date of Contract End (If Any) | 06-30-2026 |

## Compensation/Revised Compensation

| | | | |
|---|---|---|---|
| If New Contract, Total Contract Price (Lump Sum) | $ | If New Contract, Total Contract Price (Not To Exceed) | $ |
| Pay Rate Per Hour (If Hourly) | $ | If Amendment, Change in Price | $10,722,885.00 |
| 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 |
|---|---|---|---|---|
| **9650/9921** | **Fund 21, Measure J** | **210-9650-0-9921-8500-6271-302-9180-9905-9999-2156** | **6271** | **$10,722,885.00** |

## 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. | **Executive Director, Facilities** | | | |
| | **Signature** Kyra Chatman (May 2, 2025 13:57 PDT) | Date Approved | 05/02/2025 | |
| 2. | **General Counsel, of Facilities** | | | |
| | **Signature** James Traber | Date Approved | 05/02/2025 | |
| 3. | **Chief Systems & Services Officer** | | | |
| | **Signature** | Date Approved | 05/02/2025 | |
| 4. | **Chief Financial Officer** | | | |
| | **Signature** Preston Thomas (May 2, 2025 14:06 PDT) | Date Approved | | |
| 5. | **President, Board of Education** | | | |
| | **Signature** | Date Approved | | |



**THIS FORM IS NOT A CONTRACT**

| Board Office Use: **Legislative File Info.** | |
|---|---|
| File ID Number | 24-1123 |
| Introduction Date | 09-25-2024 |
| Enactment Number | 24-1801 |
| Enactment Date | 9/25/2024 os |

# Memo (Bid Award)

**To** Board of Education

**From** Kyla Johnson-Trammell, Superintendent;
Preston Thomas, Chief Systems and Services Officer Management
Kenya Chatman, Executive Director

**Board Meeting Date** September 25, 2024

**Subject** Award of a Lease-Leaseback Contract – Cahill Contractors LLC– Fremont High School Modernization Project– Division of Facilities Planning and Management

**Action Requested** Approval by the Board of Education to award a Lease-Leaseback Contract by and between the **District** and **Cahill Contractors LLC,** Oakland, California, for the latter to provide preconstruction and construction services for the **Fremont High School Modernization Project**, with work scheduled to commence on **September 26, 2024**, and anticipated to last until **June 30, 2025**. For each phase of construction, an amendment with the total sublease price for that phase will be brought to the Board for approval after the design for that phase is complete and before construction for that phase commences. The estimated total contract price is $200,000.00.

**Discussion** Cahill Contractors LLC was chosen through the statutory lease-leaseback selection process. (Public Contract Code §17406).

**LBP (Local Business Participation Percentage)** 100.00%

**Recommendation** Approval by the Board of Education to award a Lease-Leaseback Contract by and between the District and Cahill Contractors LLC, Oakland, California, for the latter to provide preconstruction and construction services for the Fremont High School Modernization Project, with work scheduled to commence on September 25, 2024, and anticipated to last until June 30, 2025. For each phase of construction, an amendment with the total sublease price for that phase will be brought to the Board for approval after the design for that phase is complete and before construction for that phase commences. The estimated total contract price is $200,000.00.

**Fiscal Impact** Fund 21 Building Fund Measure Y

**Attachments**

- Lease Leaseback Agreement, Site Lease, Sublease, and other contract documents
- Contract Justification Form
- Routing Form
- Certificate of Insurance

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

**Legislative File ID No.** **24-1123**

**Department:** **Facilities Planning and Management**

**Vendor Name:** **Cahill Contractors, LLC**

**Project Name:** **Fremont High School Modernization Project** **Project No.: 22156**

**Contract Term:** Intended Start: **September 26, 2024** Intended End: **June 30, 2025**

**Total Cost Over Contract Term:** **$200,000.00**

**Approved by:** **Preston Thomas**

**Is Vendor a local Oakland Business or has it met the requirements of the**

**Local Business Policy?** ☐ Yes (No if Unchecked)

**How was this contractor or vendor selected?**

Cahill Construction, LLC, was selected through a statutory lease-leaseback RFP process. Based on price and qualifications, Cahill Construction LLC received the most points.

**Summarize the services or supplies this contractor or vendor will be providing.**

Cahill Construction LLC will provide preconstruction, which consists of site evaluation, constructability reviews, value engineering, coordination meetings, scheduling, cost estimates, and construction planning for the Fremont High School Modernization Project. Once design is complete Cahill will construct the project.

**Was this contract competitively bid?** ☐ Check box for "Yes" (If "No," leave box unchecked)

If "No," please answer the following questions:

1) How did you determine the price is competitive?

Cahill Construction LLC was selected through a competitive Request for Proposals which included a price evaluation component.

2) Please check the competitive bidding exception relied upon:

Construction Contract:

☐ Price is at or under UPCCAA threshold of $60,000 (as of 1/1/19)

☐ CMAS contract [may only include "incidental work or service"] (Public Contract Code §§10101(a) and 10298(a)) – *contact legal counsel to discuss if applicable*

☐ Emergency contract (Public Contract Code §§22035 and 22050) – *contact legal counsel to discuss if applicable*

☐ No advantage to bidding (including sole source) – *contact legal counsel to discuss if applicable*

☐ Completion contract – *contact legal counsel to discuss if applicable*

☒ Lease-leaseback contract RFP process – *contact legal counsel to discuss if applicable*

☐ Design-build contract RFQ/RFP process – *contact legal counsel to discuss if applicable*

☐ Energy service contract – *contact legal counsel to discuss if applicable*

☐ Other: _____ – *contact legal counsel to discuss if applicable*

Consultant Contract:

☐ Architect, engineer, construction project manager, land surveyor, or environmental services – selected (a) based on demonstrated competence and professional qualifications (Government Code §4526), **and** (b) using a fair, competitive RFP selection process (Government Code §§4529.10 et seq.)

☐ Architect or engineer *when state funds being used* – selected (a) based on demonstrated competence and professional qualifications (Government Code §4526), (b) using a fair, competitive RFP selection process (Government Code §§4529.10 et seq.), **and** (c) using a competitive process consistent with Government Code §§4526-4528 (Education Code §17070.50)

☐ Other professional or specially trained services or advice – no bidding or RFP required (Public Contract Code §20111(d) and Government Code §53060) – *contact legal counsel to discuss if applicable*

☐ For services other than above, the cost of services is $109,300 or less (as of 1/1/23)

☐ No advantage to bidding (including sole source) – *contact legal counsel to discuss if applicable*

Purchasing Contract:

☐ Price is at or under bid threshold of $109,300 (as of 1/1/23)

☐ Certain instructional materials (Public Contract Code §20118.3)

☐ Data processing systems and supporting software – choose one of three lowest bidders (Public Contract Code §20118.1)

☐ Electronic equipment – competitive negotiation (Public Contract Code §20118.2) – *contact legal counsel to discuss if applicable*

☐ CMAS contract [may only include "incidental work or service"] (Public Contract Code §§10101(a) and 10298(a)) – *contact legal counsel to discuss if applicable*

☐ Piggyback contract for purchase of personal property (Public Contract Code §20118) – *contact legal counsel to discuss if applicable*

☐ Supplies for emergency construction contract (Public Contract Code §§22035 and 22050) – *contact legal counsel to discuss if applicable*

☐ No advantage to bidding (including sole source) – *contact legal counsel to discuss if applicable*

☐ Other: _____

Maintenance Contract:

☐ Price is at or under bid threshold of $109,300 (as of 1/1/23)

☐ No advantage to bidding (including sole source) – *contact legal counsel to discuss*

☐ Other: _____

3) Explain in detail the facts that support the applicability of the exception marked above:

- Cahill Construction LLC was chosen through an RFP process to provide preconstruction and construction lease-leaseback services.

# LEASE-LEASEBACK AGREEMENT

**Dated as of September 26, 2024**

**Between**

**Oakland Unified School District**

**and**

**Cahill Contractors, LLC**

**The Modernization Project at Fremont High School**
**4610 Foothill Boulevard**
**Oakland, California 94601**

# LEASE-LEASEBACK AGREEMENT FOR THE FOR THE MODERNIZATION PROJECT AT FREMONT HIGH SCHOOL CONTRACT

**THIS LEASE-LEASEBACK AGREEMENT** (this "Agreement") is entered into as of **September 26, 2024**, between the Oakland Unified School District, a California public school district (the "Owner"), and **Cahill Contractors LLC**, a licensed general contractor (the "Contractor"). Owner and Contractor are each a "Party" and together are the "Parties" to this Agreement.

The Owner intends to make certain tenant improvements generally described in Section 1, below (the "Work") to its modifications on the campus of its Fremont High School, located at 4610 Foothill Boulevard Oakland, California 94601, such Work being performed pursuant to the Agreement and all incorporated documents (the "Contract" and "Contract Documents"), all of which is part of the Owner's Fremont High School Modernization project (the "Project"). This Agreement includes and incorporates all of the Contract Documents identified in Section 1.1.1 of the General Conditions for this Contract.

This Agreement is entered into by the Parties pursuant to California Education Code section 17406, which permits the governing board of school district, without advertising for bids, to lease to any person, firm, or corporation any real property owned by the school 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, of a building for the use of the school district during the term of the lease, and provides that title to that building shall vest in the school district at the expiration of the lease.

In connection with the approval of this Agreement, and after finalization of the project plans and specifications and schedule, the Owner will enter into a site lease with Contractor (the "Site Lease"), substantially in the form attached hereto as **Exhibit A,** under which it will lease the Contract site described and depicted therein (the "Site") to Contractor in order for Contractor to finance and construct the Contract as described in the Scope of Work set forth in Section 1, below (the "Scope of Work").

Contractor will lease the Site back to the Owner pursuant to a Sublease Agreement (the "Sublease") substantially in the form attached hereto as **Exhibit A**, under which the Owner will be required to make sublease payments to Contractor for the use and occupancy of the Site, including the Contract.

Contractor is experienced in the construction of the type of contract and type of work desired by the Owner and is willing to perform said construction Work for the Owner, all as more fully set forth in this Agreement.

The Owner and Contractor therefore agree as follows:

**1. Scope of Work.** The Contractor agrees to finance construction of the Contract and to furnish all labor, equipment and materials, including tools, implements, and appliances required, and to perform all of the Work, as that term is defined in Article 1.1.3 of the General Conditions, in a good

and workmanlike manner, free from any and all liens and claims from mechanics, material suppliers, subcontractors, artisans, machinists, teamsters, freight carriers, and laborers required for the

**THE MODERNIZATION PROJECT AT FREMONT HIGH SCHOOL CONTRACT AT FREMONT HIGH SCHOOL ALAMEDA COUNTY, CALIFORNIA,**

all in strict compliance with the Contract Documents, including but not limited to the plans, drawings, and specifications ("Plans and Specifications") for the Contract to be prepared by

**Hibser Yamauchi Architects, Inc.**
**300 27th Street,**
**Oakland, CA 94612**
**(510) 446-2222**

The Scope of Work shall include any revisions to the Plans and Specifications that are made as a result of DSA review or at the direction of DSA.

The Scope of Work does not include Contractor's performance of the preconstruction services as set forth in Section 2, below.

Until DSA approval of the plans, drawings and specifications for the Contract has been received by Owner, Contractor may not commence any work on the Contract for which a contractor's license is required and DSA approval is required.

In accordance with California Public Contract Code section 3300, Contractor has " Class A-General Engineering and Class B General Building" licenses that Contractor shall maintain in good standing for the duration of Contractor's work on the Contract.

During the Work, the Contractor shall ensure that all Work, including but not limited to Work performed by Subcontractors, is performed in compliance with all applicable legal, contractual, and local government requirements related to the novel coronavirus and COVID-19, including "social distancing," masks, and hygiene as may be ordered by the State or local authorities and as may be directed in the Contract Documents.

**2. Preconstruction Services During the Design Phase.** Contractor shall perform the following preconstruction services during the design phase, so that the architect may finalize its Plans and Specifications:

a. *Site Evaluation*. Contractor shall perform an evaluation of the Site for the Contract and make recommendations relating to scope, constructability, and schedule of the Contract. Contractor shall also review the scope of necessary demolition work, if any, to develop a hazardous materials removal plan. The purpose of this evaluation is to improve the Contract's design and minimize unforeseen conditions. At Owner's request, Contractor shall provide the results of its evaluation in written form to the Owner.

b. *Constructability Review*. Contractor shall provide at least two (2) constructability reviews of the Plans and Specifications before or at each of the following intervals of preconstruction: (i) One within two (2) weeks of the architect's completion of design development; and (ii) one within two (2) weeks of the architect's completion of the final Plans and Specifications that will ultimately be submitted to DSA for approval.

Contractor shall review the Plans and Specifications and related construction documents for errors and omissions, clarity, consistency, and coordination. Contractor's review shall emphasize ensuring that the Contract can be completed within the Owner's available budget to the level of quality and educational goals desired, and can be completed within the established schedule. Contractor shall specifically provide recommendations on construction feasibility, energy conservation, availability of materials and labor, time requirements for installation and construction, and factors related to cost, including costs of alternative designs of materials, preliminary budgets, and possible economies of scale. Contractor shall provide written reports, identifying by page and detail the issues to be discussed and resolved. As part of the constructability review, Contractor shall identify areas where value engineering principles could be applied (including potential cost savings and the schedule impact of such savings), and identify items requiring a long lead time before construction. Contractor shall assist the District in considering operating or maintenance costs with respect to selecting systems and products for the Contract.

Contractor's review of plans and specifications prepared by OUSD's design team shall be performed by Cahill Contractor in its capacity as a general building contractor and not as a design professional. Cahill shall not be responsible for errors or omissions in such plans and specifications, other than to ensure the Contract can be completed on time and on budget, but shall promptly report to OUSD any errors or omissions that it discovers.

c. *Design/Coordination Meetings*. Contractor shall be responsible for facilitating all design/coordination meetings as needed. Such meetings shall include participation of design professionals and specialty subcontractors.

d. *Schedule*. Contractor shall develop a master critical path method ("CPM") Contract schedule for the Contract that shall include all milestone dates for the Contract, completion of design development, submittal of all estimates contemplated by the Contract, re-submission of the Plans and Specifications to DSA (if necessary), anticipated re-approval by DSA (if any), finalization of Contract Documents, construction sequencing and durations, preparation and processing of shop drawings and samples, delivery of materials or equipment requiring long-lead time procurements, phasing, and Owner move-in. Contractor's schedule shall be submitted to the Owner for approval within 30 days of award of this Agreement; the Owner shall have the right to request reasonable changes and updates in the schedule. Contractor shall provide schedule updates with each estimate, or more often if reasonably requested by the Owner or if required in Contractor's judgment to communicate changes in market conditions.

e. *Estimates*. Contractor shall provide an estimate of total Contract cost, as well as necessary updates to that estimate. Contractor's initial estimate shall be due to the District within two weeks of completion of its first constructability review. Updated cost estimates shall be given in

accordance with the approved CPM Contract schedule. Contractor shall also provide an updated estimate upon the submission of the Plans and Specifications to DSA (and at any other time required or reasonably necessary pursuant to this Agreement). Contractor's cost estimate shall identify all trades and unit costs and shall also identify all allowable general condition costs and fees. If any cost estimate submitted to the Owner exceeds a previously approved estimate, the Contractor shall make appropriate recommendations to the Owner for reducing the estimated cost of the Contract. All estimates shall assume that construction of the Contract is subject to the payment of prevailing wages under the California Labor Code and applicable regulations, and that the Contract will be subject to compliance monitoring and enforcement by the California Department of Industrial Relations.

f. *Construction Planning*. Contractor shall provide assistance to Owner in construction planning, including phasing, staging, site logistics, sequencing, fencing, office locations and means and methods of construction. The Contractor shall (1) provide a preliminary evaluation of the Owner's schedule, cost and design requirements for the Contract; (2) develop an anticipated construction schedule pursuant to Subsection (d) above; (3) develop a preliminary cost estimate for each type of work contemplated by the Contract pursuant to Subsection (e) above; (4) clarify and delineate the Architect's, the Contractor's, and the Owner's respective duties and responsibilities; and (5) set forth a plan for the administration and coordination of all Work on the Contract, including pre-construction meetings. The Architect and Owner shall review the above for acceptance. Contractor will also ensure that all Work complies with the guidelines established by the State of California Office of Public School Construction and any other Federal or State agencies having jurisdiction over the Contract. The objective of this step will be to develop an overall program strategy as relates to timing, budgets, construction materials, means and methods and the program interface during construction.

During the preconstruction phase, Contractor shall bill Owner at the hourly rate of $170 for services satisfactorily rendered. Contractor's total billings for preconstruction services shall not exceed $200,000. Contractor shall submit invoices detailing the services provided and time spent on such services each month. Owner shall pay undisputed invoices within sixty (60) days of receipt. Upon completion of preconstruction services, and if the parties agree on the price, schedule and other details pertaining to the construction work, then parties shall finalize the Site Lease and Facilities Lease (including the Total Sublease Amount and construction schedule).

**3. Contract Documents.** The Contractor and the Owner agree that this Agreement, and all of the documents listed in Article 1.1.1 of the General Conditions, together form the "Contract Documents," which form the "Contract." The Contractor and its subcontractors must use the Owner's program software (COLBI DOCS) for projects.

**4. Time to Complete and Liquidated Damages.** Time is of the essence in this Contract. The time for Completion of the Work shall be established after approval of plans and specifications by DSA.

The site for the Contract will not be available to the Contractor for construction on the following dates: N/A. The Contractor shall not be entitled to time extensions for lack of access to the site on these dates.

Failure to Complete the Work within the time and in the manner provided for by the Contract Documents, shall subject the Contractor to liquidated damages for each calendar day by which such Completion is delayed beyond the Date for Completion. For purposes of liquidated damages, the concept of substantial completion shall not constitute Completion and is not part of the Contract Documents. The actual occurrence of damages and the actual amount of the damages which the Owner would suffer if the Work were not Completed by the Date for Completion are dependent upon many circumstances and conditions which could prevail in various combinations and, from the nature of the case, it is impracticable and extremely difficult to fix the actual damages. Damages that the Owner would suffer if Completion is delayed include, but are not limited to, loss of the use of the Work or Project, disruption of activities, costs of administration, supervision and the incalculable inconvenience and loss suffered by the public.

Accordingly, the parties agree that **$2,000.00** per calendar day of delay shall be the damages which the Owner shall directly incur upon failure of the Contractor to Complete the Work within the Contract Time, as described above.

If the Contractor becomes liable under this Section, the Owner, in addition to all other remedies provided by law, shall have the right to withhold sublease payments, and to collect the interest thereon, which would otherwise be or become due the Contractor until the liability of the Contractor under this Section has been finally determined. If the withheld sublease payments are not sufficient to discharge all liabilities of the Contractor incurred under this Section, then the Contractor and its sureties shall continue to remain liable to the Owner for such liabilities until all such liabilities are satisfied in full.

If the Owner accepts any work or makes any payment under this Agreement after a default by reason of delays, the payment or payments shall in no respect constitute a waiver or modification of any Agreement provisions regarding time of completion and liquidated damages.

**5. Total Sublease Amount.** For satisfactory performance of the Work, Owner shall pay Contractor a total amount ("Total Sublease Amount") which will be calculated after the following occurs: Contractor completes the required preconstruction services set forth above; the selection of all subcontractors in accordance with Education Code section 17406(a)(4) and the Request for Sealed Proposals; and any required DSA approval of the Plans and Specifications for the Work.

Following the occurrence of all of the events set forth in the paragraph above, Contractor shall provide Owner with objectively verifiable information of its costs to perform the Work and a written rationale for the proposed Total Sublease Amount, including documentation sufficient to support the calculation. The Total Sublease Amount shall be calculated based on (a) the Contractor's subcontract prices, including allowances, (b) the Contractor's estimated material and equipment supplier costs, and (c) any portions of the Work to be self-performed by the Contractor. (See Section III.D.1 of the Request for Proposals, which is incorporated by reference into this Agreement and the Contract Documents.) The sum of (a) and (b) above, multiplied by the Contractor's proposed percentage fee of **twenty-three and fifty-eight hundredths percent (23.58%**; the "Percentage Fee") shall constitute the "Contractor Fee" which shall be added to (a), (b), (c), and any allowance or contingency desired by Owner (see next paragraph), thus arriving at the Total Sublease Amount

detailed in Contractor's written rationale. The Percentage Fee may not be applied to the cost of any Work being performed by Contractor that it obtained through the subcontractor bid process since the Contractor's bid(s) through that process are intended to cover profit and all costs (including overhead) for such Work; nor may it be applied to any contingency. The material and equipment supplier costs may only include objectively verifiable information provided by Contractor to Owner.

Owner may elect to include a special allowance or general contingency allowance ("Allowance") in the Total Sublease Amount, from which the Owner may, in its sole discretion, elect to pay any additional amounts that are owed to the Contractor under the Contract Documents, rather than pay the Contractor by a Board-approved change order. Any payment from an Allowance is entirely at the discretion, and only with the advanced written approval, of the Owner. To request payment from an Allowance, the Contractor must fully comply with the Contract Documents' requirements related to Notice to Potential Changes, Change Order Requests, and Claims, including but not limited to Articles 4 and 7 of the General Conditions and its provisions regarding waiver of rights for failure to comply. If the Owner approves in writing a payment from an Allowance, no change order approved by Owner's governing body shall be required, but Contractor must sign an Allowance expenditure form, after which future sublease payments shall be adjusted as provided in the Contract Documents. Contractor's acceptance of a sublease payment that includes such payment shall act as a full and complete waiver by Contractor of all rights to recover additional money related to the underlying basis of such payment; and such waiver shall be in addition to any other waiver that applies under the Contract Documents (including Article 4 of the General Conditions). If Contractor requests a time extension or other consideration in connection with or related to a requested payment from an Allowance, Contractor must comply with the Contract Documents' requirements related to Notice to Potential Changes, Change Order Requests, and Claims, including but not limited to Articles 4, 7, and 8 of the General Conditions and their provisions regarding waiver of rights for failure to comply, and no such time extension or other consideration may be issued until a change order is approved by the Owner's governing body pursuant to the Contract Documents. The amount of an Allowance may only be increased by a change order approved by Owner's governing body. Once an Allowance is fully spent, the Contractor must request any additional compensation pursuant to the procedures in the Contract Documents for Notices of Potential Claim, Change Order Requests, and Claims, and payment must be made after a change order approved by the Owner's governing body pursuant to the General Conditions. Upon Completion of the Work, all amounts in an Allowance that remain unspent and unencumbered shall remain the property of the Owner, Contractor shall have no claim to such funds, the Owner shall be entitled to a credit for such unused amounts against the above contract price, and the Owner may withhold such credit from any sublease payment or release of retention.

The Percentage Fee shall not be applied to any costs other than subcontractor contract prices or material or equipment supplier costs since the Percentage Fee is intended to cover Contractor's profit and all other costs incurred by Contractor in performing the Work and its obligations under the Contract Documents, including but not limited to (i) Contractor's costs for overhead (home office and field), materials, equipment, and employees/labor, (ii) all bonds and insurance, (iii) general conditions and general requirements, (iv) financing costs, and (v) profit. (See Section III.D.1 of the Request for Sealed Proposals for other covered costs.)

Except as otherwise provided in the General Conditions, the Contractor shall assume the risk of all costs in excess of the Total Sublease Amount in the performance of such work and shall not be entitled to additional payments because of such excess costs.

Contractor shall finance the cost of construction of the Work. Contractor shall pay all subcontractors and suppliers as they perform Work or furnish supplies. The Owner shall pay Contractor sublease payments pursuant to the terms and conditions of the Contract Documents, including but not limited to Section 6 of the Sublease (the "Sublease Payments"). The sum of the Sublease Payments shall not exceed the Total Sublease Amount established under this Article 4.

To the extent that the Total Sublease Amount includes any amounts for allowances, the use of such funds is entirely at the discretion, and only with the advanced written approval, of the Owner. Contractor must establish entitlement to such an allowance payment pursuant to the Contract Documents' requirements for notices of potential change, change order requests, and claims, including but not limited to Section 4.5 of the General Conditions. The amount of any allowance may only be increased by a Board-approved change order. The unspent amount of the allowances shall be excluded from any calculations of Sublease Payments under the Contract Documents. If an allowance is fully spent or Owner elects to not spend remaining allowance funds, the Contractor must request any additional compensation pursuant to the procedures in the Contract Documents, including but not limited to Section 4.5 of the General Conditions regarding notices of potential change, change order requests, and claims. Upon Completion of the Work, all such allowance funds that are unspent and unencumbered shall remain the property of the Owner, Owner shall have no obligation to pay such funds to Contractor, and Contractor shall have no claim to such funds.

The proposed Total Sublease Amount shall be approved or rejected by the Owner at a public meeting before Contractor may proceed with any further Work under the Contract Documents. Once approved, the Parties shall execute ***Exhibit A*** of the Sublease, setting forth the Total Sublease Amount and Sublease Payments, whereupon ***Exhibit A*** shall be incorporated into, and become part of the Contract Documents. Contractor shall immediately commence the Work after approval of the Total Sublease Amounts by the Owner, and the time for Completion of the Work shall commence to run upon such approval by the Owner. If the Owner rejects the Total Sublease Amount and requests another calculation from Contractor, then Contractor shall submit another calculation complying with this Section's procedures. If the Owner rejects the Total Sublease Amount and does not request another calculation from Contractor, then such rejection will act as a Termination for Convenience pursuant to Article 14.3.2 of the General Conditions and the Owner may award a lease-leaseback contract for the Contract to the next highest best value contractor from the selection process used for the Contract.

**6. Changes.** Should the Contractor believe that it is entitled to an increase in the Total Sublease Amount or a time extension for completion, it must request such change pursuant to the procedures in the Contract Documents, including but not limited to Section 4.5 of the General Conditions regarding notices of potential change, change order requests, and claims. To be enforceable, any written amendment or change order must be signed by both parties and approved by the Owner's governing body.

**7. Term and Termination.** The term of the Contract (the "Lease Term") begins on **September 26, 2024**, and shall automatically end on the date that the final Sublease Payment is due (as may be adjusted during the Contract) or on the date that the Contract is terminated, all in accordance with the Contract Documents. The Lease Term and the Sublease Payments may be extended as provided in the Sublease. All of the covenants, representations and warranties set forth in the Contract, including indemnification obligations, that are intended to bind the Parties after the Completion of the Work or termination of the Contract will survive such Completion or termination for the periods provided for in the Contract or otherwise allowed by law. The Site Lease and the Sublease each shall automatically end at the same time as this Agreement, with the Parties' respective leasehold interests thereunder automatically ended and released, and title to the Site and Work automatically and fully vested in the Owner.

**8. Prequalification of Contractor and Certain Contractors.** Prequalification is required as described in the Request for Sealed Proposals and Qualifications.

**9. Selection of Subcontractors; DVBE Goals.** All Work shall be let by Contractor to subcontractors, except as otherwise permitted below. For each scope of Work that exceeds 0.5% of the Work, Contractor shall provide public notice of availability of work to be subcontracted in accordance with the District's competitive bidding process (including but not limited to Public Contract Code section § 22037), including a fixed date and time on which qualifications statements, bids, or proposals will be due. Contractor shall establish reasonable qualification criteria and standards and shall award each subcontract to *the lowest responsive and responsible bidder*. All subcontractors shall be afforded the protections of the Subletting and Subcontracting Fair Practices Act (commencing with Public Contract Code section 4100). If Contractor wishes to perform a portion of the Work itself rather than enter a subcontract for it (regardless of whether that portion exceeds 0.5% of the Work), it may only self-perform that Work if it uses the applicable subcontractor selection process under Education Code section 17406(a)(4), timely submits a bid for that portion of the Work that covers all of its profit and costs (including overhead), and *"its bid is the lowest responsive and responsible bid"* for that portion of the Work. Contractor's subcontractor selection process shall be subject to review by, and approval of Owner.

Compliance with Disabled Veteran Business Enterprise ("DVBE") contracting goals is required for this Contract. In accordance with Education Code section 17076.11 the Owner has a DVBE participation goal of 3% per year of the overall dollar amount of state funds allocated to the Owner pursuant to the Leroy F. Greene School Facilities Act of 1998, and expended each year by the Owner for this Contract. The Owner is seeking DVBE participation under this Agreement.

The Contractor must make a good faith effort to contact and utilize DVBE subcontractors and suppliers in securing bids, in the manner set forth in this Section for performance of the Contract. Information regarding certified DVBE firms can be obtained from the State's Office of Small Business and DVBE Services (OSDS) at (916) 375-4940 as well as the OSDS website at www.bidsync.com/DPXBisCASB. Verification of DVBE status must be obtained from the OSDS by receiving an approved certification letter and reference number from that office. Contractor is required, as a material condition of this Agreement, to retain documentation of its good faith efforts in utilizing DVBEs for this Contract, for submission to the Owner or to the applicable state agency in the event such documentation is requested.

Good faith efforts are demonstrated by evidence of the following: (a) contact was made with the Owner regarding the identification of DVBEs; (b) contact was made with other state agencies and with local DVBE organizations to identify DVBEs; (c) advertising was published in trade papers and other papers focusing on DVBEs; (d) invitations to bid or proposal solicitations were submitted to potential DVBE contractors; and (e) available DVBEs were considered. Contractor shall certify, under penalty of perjury, that a good faith effort was made to include DVBE subcontractors and suppliers in the Contract.

Prior to, and as a condition precedent for the final Sublease payment made to Contractor by the Owner pursuant to Section 6 of the Sublease, the Contractor shall provide the Owner with written documentation identifying the amount paid to certified DVBE subcontractors and suppliers in performance of the Contract. The Contractor shall also provide the Owner with a copy of the DVBE Certification Letter issued by OSDS for each DVBE that has participated in the Contract. This documentation will be used by the Owner to evaluate its success in meeting its DVBE participation goal.

**10. Prevailing Wages.** The Contract is a public work, the Work shall be performed as a public work, and under California Labor Code section 1770 *et seq.*, the Director of the California Department of Industrial Relations ("DIR") has determined the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which the Work is to be performed, for each craft, classification or type of worker needed to execute this Contract. Per diem wages shall be deemed to include employer payments for health and welfare, pension, vacation, apprenticeship or other training programs, and similar purposes. Copies of the rates are on file at the Owner's principal office. The rate of prevailing wage for any craft, classification or type of workmanship to be employed on this Contract is the rate established by the applicable collective bargaining agreement which rate so provided is hereby adopted by reference and shall be effective for the life of this Agreement or until the Director of the DIR determines that another rate be adopted. It shall be mandatory upon the Contractor and on any subcontractor to pay not less than the said specified rates to all workers employed in the execution of this Agreement.

The Contractor and any subcontractor under the Contractor as a penalty to the Owner shall forfeit not more than Two Hundred Dollars ($200.00) for each calendar day or portion thereof for each worker paid less than the stipulated prevailing rates for such work or craft in which such worker is employed. The difference between such stipulated prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by the Contractor.

The Contractor and each Subcontractor shall keep or cause to be kept an accurate record for work on this Contract showing the names, addresses, social security numbers, work classification, straight time and overtime hours worked and occupations of all laborers, workers and mechanics employed by them in connection with the performance of this Contract or any subcontract thereunder, and showing also the actual per diem wage paid to each of such workers, which records shall be open at all reasonable hours to inspection by the Owner, its officers and agents and to the representatives of the Division of Labor Standards Enforcement of the DIR. Contractor and all subcontractors shall comply with Labor Code section 1776. In accordance with Labor Code section 1771.4(a)(1), the

Contract is subject to compliance monitoring and enforcement by the DIR. The Contractor and each subcontractor shall furnish a certified copy of all payroll records directly to the Labor Commissioner on a monthly basis, unless directed by the Owner to furnish such records more often, and in the format prescribed by the Labor Commissioner.

As a public work, the Contract is subject to compliance monitoring and enforcement by the Department of Industrial Relations. For all projects over Twenty-Five Thousand Dollars ($25,000), in order to be qualified to submit a bid or to be listed in a bid proposal subject to the requirements of Public Contract Code section 4104, or enter into, or engage in the performance of any contract of public work (as defined by Division 2, Part 7, Chapter 1 (§§1720 *et seq.*) of the Labor Code), a contractor or subcontractor must be currently registered and qualified under Labor Code section 1725.5 to perform public work as defined by Division 2, Part 7, Chapter 1 (§§1720 *et seq.*) of the Labor Code.

**11. Working Hours.** Under California Labor Code sections 1810 to 1815, the time of service of any worker employed by the Contractor or a Subcontractor doing or contracting to do any part of the Work contemplated by this Agreement is limited and restricted to 8 hours during any one calendar day and 40 hours during any one calendar week, provided, that work may be performed by such employee in excess of said 8 hours per day or 40 hours per week provided that compensation for all hours worked in excess of 8 hours per day, and 40 hours per week, is paid at a rate not less than 1½ times the basic rate of pay. The Contractor and every Subcontractor shall keep an accurate record showing the name of and the actual hours worked each calendar day and each calendar week by each worker employed by them in connection with the Work. The Contractor and every Subcontractor shall keep the records open at all reasonable hours to inspection by representatives of the Owner and the Division of Labor Standards Enforcement. The Contractor shall as a penalty to the Owner forfeit $25.00 for each worker employed in the execution of this Agreement by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any one calendar day, and 40 hours in any one calendar week, except as herein provided.

**12. Apprentices.** The Contractor shall comply with California Labor Code sections 1777.5 and 1777.6. These sections require that contractors and subcontractors employ apprentices in apprenticeable occupations in a ratio of not less than 1 hour of apprentice's work for each 5 hours of work performed by a journeyman (unless an exemption is granted in accordance with Labor Code section 1777.5) and that contractors and subcontractors shall not discriminate among otherwise qualified employees as indentured apprentices on any public works solely on the ground of sex, race, religious creed, national origin, ancestry or color. Only apprentices as defined in Labor Code section 3077, who are in training under apprenticeship standards and who have signed written apprentice agreements, will be employed on public works in apprenticeable occupations. The responsibility for compliance with these provisions is fixed with the Contractor for all apprenticeable occupations.

**13. Skilled and Trained Workforce.** The Contractor and its subcontractors at every tier shall comply with Education Code section 17407.5 and Public Contract Code sections 2600-2603, which require the Contractor and its subcontractors at every tier to employ a skilled and trained workforce, by complying with the District's Project Labor Agreement.

**14. DSA Oversight Process.** The Contractor must comply with the applicable requirements of the Division of State Architect ("DSA") Construction Oversight Process ("DSA Oversight Process"), including but not limited to (a) notifying the Inspector of Record ("IOR") upon commencement and completion of each aspect of the work as required under DSA Form 156; (b) coordinating the Work with the IOR's inspection duties and requirements; (c) submitting verified reports under DSA Form 6-C; and (d) coordinating with the Owner, Owner's Architect, any Construction Manager, any laboratories, and the IOR to meet the DSA Oversight Process requirements without delay or added costs to the Contract.

Contractor shall be responsible for any additional DSA fees related to review of proposed changes to the DSA-approved construction documents, to the extent the proposed changes were caused by Contractor's wrongful actions or omissions. If inspected Work is found to be in non-compliance with the DSA-approved construction documents or the DSA-approved testing and inspection program, then it must be removed and corrected. Any construction that covers unapproved or uninspected Work is subject to removal and correction, at Contractor's expense, in order to permit inspection and approval of the covered Work in accordance with the DSA Oversight Process.

**15. Indemnification, Insurance, and Bonds.** The Contractor will defend, indemnify and hold harmless the Owner, its governing board, officers, agents, trustees, employees and others as provided in the General Conditions.

By this statement the Contractor represents that it has secured the payment of Workers' Compensation in compliance with the provisions of the California Labor Code and during the performance of the work contemplated herein will continue so to comply with said provisions of said Code. The Contractor shall supply the Owner with certificates of insurance evidencing that Workers' Compensation Insurance is in effect and providing that the Owner will receive 30 days' notice of cancellation.

Contractor shall provide the insurance set forth in the General Conditions. The amount of general liability insurance shall be $2,000,000 per occurrence for bodily injury, personal injury, and property damage, and the amount of automobile liability insurance shall be $1,000,000 per accident for bodily injury and property damage combined single limit.

Contractor shall provide the bonds set forth in the General Conditions, including performance and payments bonds.

**16. Entire Agreement.** The Contract constitutes the entire agreement between the Parties, and supersedes any prior or contemporaneous agreement between the Parties, oral or written, unless such agreement is expressly incorporated herein. The Owner makes no representations or warranties, express or implied, not specified in the Contract. The Contract is intended as the complete and exclusive statement of the Parties' agreement pursuant to California Code of Civil Procedure section 1856.

**17. Execution of Other Documents.** The Parties to this Agreement shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of the Contract.

**18. Execution in Counterparts.** This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, or an original, with all signatures appended together, shall be deemed a fully executed Agreement.

**19. Binding Effect.** Contractor, by execution of this Agreement, acknowledges that Contractor has read this Agreement and the other Contract Documents, understands them, and agrees to be bound by their terms and conditions. The Contract shall inure to the benefit of and shall be binding upon the Contractor and the Owner and their respective successors and assigns.

**20. Severability; Governing Law; Venue.** If a court of competent jurisdiction shall hold any provision of the Contract invalid or unenforceable, then such holding shall not invalidate or render unenforceable any other provision hereof. The laws of the State of California, other than its laws regarding choice of law, shall govern the Contract. Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the Superior Court of the State of California for the County of Alameda, subject to transfer of venue under applicable State law, provided that nothing in this Agreement shall constitute a waiver of immunity to suit by Owner.

**21. Amendments.** The terms of the Contract shall not be waived, altered, modified, supplemented, or amended in any manner whatsoever except by written agreement signed by the Parties and approved or ratified by the Owner's Governing Board.

**22. Assignment of Contract.** The Contractor shall not assign or transfer by operation of law or otherwise any of its rights, burdens, duties or obligations without the prior written consent of the surety on the payment bond, the surety on the performance bond, and the Owner.

**23. Written Notice.** Written notice shall be deemed to have been duly served if delivered in person to the individual or member of the firm or to an officer of the corporation for whom it was intended, or if delivered at or sent by registered or certified or overnight mail to the last business address known to the person who gives the notice.

**24. Terms Not Defined.** Capitalized terms used in this Agreement that are not otherwise defined have the same meaning as in the General Conditions or other Contract Documents.

**25. Parties Bound by Agreement.** Each person signing this Agreement below warrants and guarantees that he or she is legally authorized to execute this Agreement on behalf of the listed Party and that such execution binds that Party to the terms and conditions of this Agreement.

**26. Sanctions in Response to Russian Aggression.** The Owner is using State of California funds for this Contract, and therefore Contractor must comply with the Governor's March 4, 2022, Executive Order N-6-22 ("Order") relating to any existing sanctions imposed by the United States government and the State of California in response to Russia's actions in Ukraine, including additional requirements for contracts of $5 million or more. Failure to comply may result in the termination of the Contract.

**********

**OAKLAND UNIFIED SCHOOL DISTRICT**

Benjamin Davis, President, Board of Education — Date: 9/26/2024

Kyla Johnson-Trammell, Superintendent & Secretary Board of Education — Date: 9/26/2024

Preston Thomas, Chief Systems & Services Officer, Facilities Planning and Management — Date: 9/11/24

Approved as to form:

James Traber, Esq. — Date: 9/10/24
General Counsel, Facilities Planning and Management

**CAHILL CONTRACTORS, LLC**

Signature — Date: 9/9/24

ARASH BARADARAN
Print Name, Title V. P.

CALIFORNIA CONTRACTOR'S LICENSE NO. **1011738**

LICENSE EXPIRATION DATE: **03/31/2026**

NOTE: Contractor must give the full business address of the Contractor and sign with Contractor's usual signature. Partnerships must furnish the full name of all partners and the Agreement must be signed in the partnership name by a general partner with authority to bind the partnership in such matters, followed by the signature and designation of the person signing. The name of the person signing shall also be typed or printed below the signature. Corporations must sign with the legal name of the corporation, followed by the name of the state of incorporation and by the signature and designation of the chairman of the board, president or any vice president, and then followed by a second signature by the secretary, assistant secretary, the chief financial officer or assistant treasurer. All persons signing must be authorized to bind the corporation in the matter. The name of each person signing shall also be typed or printed below the signature. Satisfactory evidence of the authority of the officer signing on behalf of a corporation shall be furnished.

**Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion:** The undersigned 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

Director of Facilities Planning and Management
Oakland Unified School District

Date

# EXHIBIT A
# SITE AND SUBLEASE TEMPLATES

**TEMPLATE**

**LEASE-LEASEBACK**

**SITE LEASE AGREEMENT**

**TO BE FINALIZED AFTER DSA APPROVAL OF PLANS AND COMPLETION OF PRECONSTRUCTION SERVICES**

**Dated as of _____**

**Between**

**Oakland Unified School District**

**and**

**Cahill Contractors, LLC**

**The Modernization Project at Fremont High School**
**4610 Foothill Boulevard**
**Oakland, California 94601**

**LEASE-LEASEBACK**
**SITE LEASE AGREEMENT FOR THE MODERNIZATION**
**PROJECT AT FREMONT HIGH SCHOOL CONTRACT**

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**THIS LEASE-LEASEBACK SITE LEASE AGREEMENT** ("Site Lease") is entered into as of **[[to be inserted after DSA approval and completion of preconstruction services],** between the Oakland Unified School District, a California public school district (the "Owner"), as lessor, and **Cahill Contractors LLC**, a licensed contractor (the "Contractor"), as lessee. Owner and Contractor are each a "Party" and together are the "Parties" to this Site Lease.

The Owner desires to provide for the construction of certain public improvements (the "Work") more fully described in that certain Lease-Leaseback Agreement, dated **September 26, 2024**, between the Owner and Contractor (the "Contract") and located at Fremont High School, 4610 Foothill Boulevard Oakland, California (the "Site"), all of which is part of the Owner's Fremont High School Modernization project (the "Project"); and

The Owner's governing body has determined that it is in the best interests of the Owner and for the common benefit of the residents it serves to construct and finance the Contract by leasing the Site on which the Contract is to be constructed to Contractor, and subleasing from Contractor the Site, including the Contract, under that certain **[to be inserted after DSA approval and completion of preconstruction services],** between Owner and Contractor (the "Sublease"); and

The Owner is authorized under California Education Code section 17406 to lease the Site, and its governing body has authorized the execution and delivery of this Site Lease; and

The purpose of the Site Lease is for Contractor to have necessary access to and use of the Site for the purpose of financing and constructing the Contract; and

Contractor is authorized to lease the Site as lessee and to finance and construct the Contract on the Site, and has authorized the execution and delivery of this Site Lease.

The Parties therefore agree as follows:

**1. Site Lease**. The Owner leases to Contractor and Contractor leases from the Owner, on the terms and conditions of this Site Lease, the Site more specifically described or depicted in **Exhibit A** attached to this Site Lease, including any real property improvements now or later placed on the Site. References in this Site Lease to the term "Contractor" means Contractor and Contractor's assigns for those rights, interests, and obligations that may be assigned by Contractor. The Site is leased to Contractor on an "as is" basis. Owner shall not be required to make or construct any alterations including structural changes, additions or improvements to the Site. By entering and taking possession of the Site pursuant to this Site Lease, Contractor accepts the Site in "as is" condition. Any agreements, warranties, or representations not expressly contained herein shall in no way bind either Owner or Contractor, and Owner and

Contractor expressly waive all claims for damages by reason of any statement, representation, warranty, promise or agreement, if any, not contained in this Site Lease or the Contract Documents.

**2. Term.** The term of this Site Lease ("Term") shall be coterminous with the term of the Lease-Leaseback Agreement. Upon termination of the Contract, as set forth in the Lease-Leaseback Agreement, the Parties' respective interests under this Site Lease will automatically end and be released, and title to the Site and Work will automatically and fully vest in the Owner. The Work is and shall at all times be and remain the sole property of Contractor until termination of the Contract, and the Owner shall have no right, title, or interest in or to it until termination of the Contract, except as expressly set forth in the Sublease.

**3. Representations and Warranties of the Owner.** The Owner represents and warrants to Contractor that:

(a) The Owner has good and merchantable fee title to the Site and has authority to enter into and perform its obligations under this Site Lease;

(b) There are no liens on the Site other than permitted encumbrances;

(c) All taxes, assessments, or impositions of any kind with respect to the Site, if applicable, except current taxes, have been paid in full;

(d) The Site is properly zoned for the intended purpose and utilization of it or the Owner intends to render zoning inapplicable pursuant to Government Code section 53094;

(e) The Owner is in compliance with all laws, regulations, ordinances and orders of public authorities applicable to the Site;

(f) There is no litigation of any kind currently pending or threatened regarding the Site or the Owner's use of the Site for the purposes contemplated by this Site Lease, the Sublease, and the Lease-Leaseback Agreement;

(g) To the best of the Owner's knowledge, after actual inquiry: (i) other than those addressed in the Scope of Work, as set forth in the Lease-Leaseback Agreement, no dangerous, toxic or hazardous pollutants, contaminants, chemicals, waste, materials or substances, as defined in or governed by the provisions of any State or Federal Law relating thereto (hereinafter collectively called "Environmental Regulations"), and also including, but not limited to, urea-formaldehyde, polychlorinated biphenyls, asbestos, asbestos containing materials, nuclear fuel or waste, radioactive materials, explosives, carcinogens and petroleum products, or any other waste, material, substance, pollutant or contaminant which would subject the owner of the Site or Contractor or Contractor's subcontractors to any damages, penalties or liabilities under any applicable Environmental Regulation (hereinafter collectively called

"Hazardous Substances"), are now or have been stored, located, generated, produced, processed, treated, transported, incorporated, discharged, emitted, released, deposited or disposed of in, upon, under, over or from the Site; (ii) no threat exists of a discharge, release or emission of a Hazardous Substance upon or from the Site into the environment; (iii) the Site has not been used as or for a mine, a landfill, a dump or other disposal facility, industrial or manufacturing facility, or a gasoline service station; (iv) no underground storage tank is now located in the Site; (v) no violation of any Environmental Regulation now exists relating to the Site, no notice of any such violation or any alleged violation thereof has been issued or given by any governmental entity or agency, and there is not now any investigation or report involving the Site by any governmental entity or agency which in any way relates to Hazardous Substances; (vi) no person, party, or private or governmental agency or entity has given any notice of or asserted any claim, cause of action, penalty, cost or demand for payment or compensation, whether or not involving any injury or threatened injury to human health, the environment or natural resources, resulting or allegedly resulting from any activity or event described in (i) above; (vii) there are not now any actions, suits, proceedings or damage settlements relating in any way to Hazardous Substances, in, upon, under over or from the Site; (viii) the Site is not listed in the United States Environmental Protection Agency's National Priorities List of Hazardous Waste Sites or any other list of Hazardous Substance sites maintained by any federal, state or local governmental agency; and (ix) the Site is not subject to any lien or claim for lien or threat of a lien in favor of any governmental entity or agency as a result of any release or threatened release of any Hazardous Substance.

(h) To the extent permitted by law, the Owner shall not abandon the Site for the use for which it is currently required by the Owner and further, shall not seek to substitute or acquire property to be used as a substitute for the uses for which the Site and Work are to be maintained under the Sublease.

(i) The term "permitted encumbrances" as used herein shall mean, as of any particular time: (i) liens for general ad valorem taxes and assessments, if any, not then delinquent; (ii) this Site Lease, the Sublease, any right or claim of any mechanic, laborer, materialman, supplier, or vendor, if applicable, not filed or perfected in the manner prescribed by law, 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 Site Lease and which will not materially impair the use of the Site; (iii) easements, rights of way, mineral rights, drilling rights and other rights, reservations, covenants, conditions, or restrictions established following the date of recordation of this Site Lease and to which Contractor and the Owner consent in writing which will not impair or impede the operation of the Site.

**4. Representations and Warranties of Contractor.** Contractor represents and warrants to the Owner that:

(a) Contractor is duly organized, validly existing and in good standing under the laws of the State of California, with full corporate power and authority to lease and own real and personal property.

(b) Contractor has full power, authority, and legal right to enter into and perform its obligations under this Site Lease, and the execution, delivery, and performance of this Site Lease have been duly authorized by all necessary corporate actions on the part of Contractor and do not require any further approvals or consents.

(c) Execution, delivery, and performance of this Site Lease do not and will not result in any breach of or constitute a default under any indenture, mortgage, contract, agreement, or instrument to which Contractor is a party or by which it or its property is bound.

(d) There is no pending or, to the best knowledge of Contractor, threatened action, or proceeding before any court or administrative agency that will materially adversely affect the ability of Contractor to perform its obligations under this Site Lease.

**5. Rental.** Contractor shall pay to the Owner as and for advance rental hereunder $1.00 per year per Site, on or before the date of commencement of the term of this Site Lease.

**6. Purpose.** Contractor shall use the Site solely for the purpose of constructing the Contract on the Site and for subleasing the Site to the Owner. Contractor warrants that it will not engage in any unlawful activities on the Site and that Contractor will not engage in activities on the Site not authorized by the Owner.

**7. Termination.** Contractor agrees, upon termination of this Site Lease: (i) to quit and surrender the Site in the same good order and condition as it was in at the time of beginning of the term of this Site Lease, reasonable wear and tear excepted; (ii) to release and reconvey to the Owner any liens and encumbrances created or caused by Contractor; and (iii) that any permanent improvements and structures existing upon the Site at the time of the termination of this Site Lease, including but not limited to the Work, shall remain on the Site and title to all such improvements shall vest in the Owner. Notwithstanding the Owner's rights in the event of termination under this Section 7, Contractor shall retain the right to full compensation for all services rendered before the termination in accordance with the Lease-Leaseback Agreement and the Sublease.

**8. Quiet Enjoyment.** The Owner covenants and agrees that it will not take any action to prevent Contractor's quiet enjoyment of the Site during the term of this Site Lease; and, that in the event the Owner's fee title to the Site is ever challenged so as to interfere with Contractor's right to occupy, use and enjoy the Site, the Owner will use all governmental powers at its disposal, including the power of eminent domain, to obtain unencumbered fee title to the Site and to defend Contractor's right to occupy, use, and enjoy that portion of the Site.

**9. No Liens.** The Owner shall not mortgage, sell, assign, transfer, or convey the Site or any part thereof to any person during the term of this Site Lease, without the written consent of Contractor. Nothing herein shall preclude the Owner from granting utility easements across the Site to facilitate the use and operation of the Work for which it is intended. Contractor warrants that at all times during this Site

Lease, the Site and Work shall remain free and clear of all liens (including mechanic's liens), mortgages, deeds of trust, easements and all other encumbrances, other than liens existing at the time the Work starts, unless the Owner gives Contractor prior written permission to place, or allow to be placed, any liens, mortgages, deeds of trust, easements or other encumbrances on the Site.

**10. Right of Entry.** The Owner reserves the right for any of its duly authorized representatives to enter upon the Site at any reasonable time to inspect the same or to make any repairs, improvements or changes necessary for the preservation thereof, but in doing so shall not interfere with Contractor's operations on the Contract.

**11. Assignment and Subleasing.** Contractor will not assign or otherwise dispose of or encumber the Site or this Site Lease without the prior written consent of the Owner.

**12. No Waste**. Contractor agrees that at all times that it is in possession of the Site it will not commit, suffer, or permit any waste on the Site, and it will not willfully or knowingly use or permit the use of the Site for any illegal act or purpose.

**13. Eminent Domain.** In the event the whole or any part of the Site or the improvements thereon is taken by eminent domain, the financial interest of Contractor shall be recognized and is hereby determined to be the amount of all Sublease Payments then due or past due and the next succeeding Sublease Payment. The balance of the award, if any, shall be paid to the Owner.

**14. Taxes.** The Owner covenants and agrees that as between Owner and Contractor, Owner shall pay any and all assessments of any kind or character and also all taxes, including possessory interest - taxes, levied or assessed upon the Site or the improvements thereon.

**15. Severability.** If a court of competent jurisdiction shall hold any provision of this Site Lease invalid or unenforceable, such holding shall not invalidate or render unenforceable any other provision of this Site Lease, unless elimination of such provision materially alters the rights and obligations embodied in this Site Lease.

**16. Binding Effect.** This Site Lease shall inure to the benefit of and shall be binding upon the Parties and their respective successors in interest and permitted assigns, if any.

**17. Amendments and Modifications.** This Site Lease shall not be effectively amended, changed, modified, altered, or terminated without the written agreement of both Parties.

**18. Execution in Counterparts.** This Site Lease may be simultaneously executed in multiple counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument.

**19. Applicable Law.** This Site Lease and the rights of the Parties under it shall be governed by and construed in accordance with the laws of California.

**20. Headings.** 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 of this Site Lease.

**21. Time.** Time is of the essence in this Site Lease and all of its provisions.

**22. Terms Not Defined.** Capitalized terms used in this Site Lease that are not defined shall have the same meaning as in the Lease-Leaseback Agreement, General Conditions, and other Contract Documents.

**OAKLAND UNIFIED SCHOOL DISTRICT**

Benjamin Davis, President, Board of Education — Date: 9/26/2024

Kyla Johnson-Trammell, Superintendent & Secretary Board of Education — Date: 9/26/2024

Preston Thomas, Chief Systems & Services Officer, Facilities Planning and Management — Date

Approved as to form:

James Traber, Esq. General Counsel, Facilities Planning and Management — Date

**CAHILL CONTRACTORS, LLC**

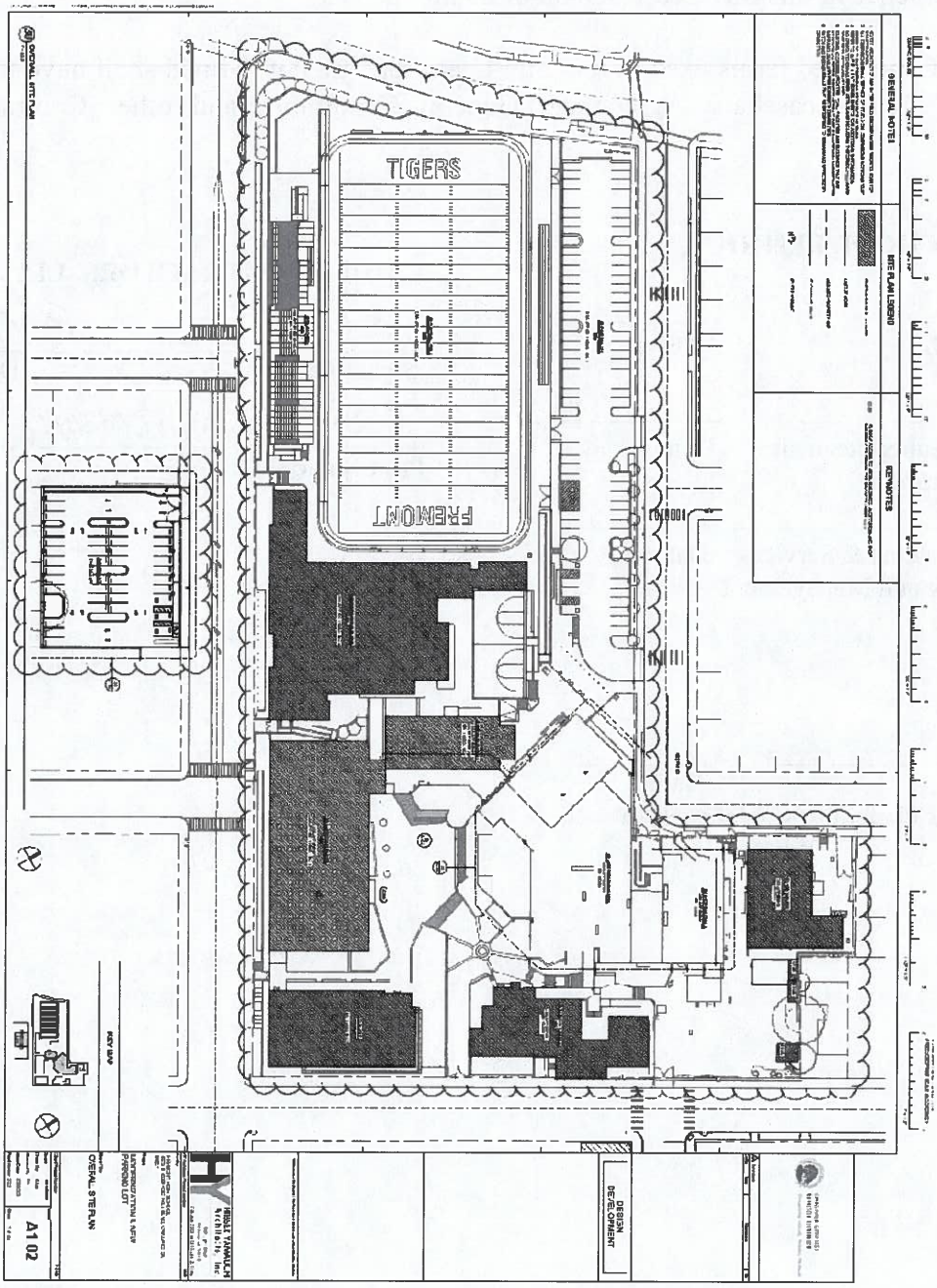
Signature — Date: 9/9/24

ARASH BARADARAN, V.P.
Print Name, Title

# EXHIBIT A

## LEASE-LEASEBACK SITE LEASE

## *DESCRIPTION OR DEPICTION OF SITE*



319-669/7043164.1

**TEMPLATE**

**LEASE-LEASEBACK**

**SUBLEASE AGREEMENT**

**TO BE FINALIZED AFTER DSA APPROVAL OF PLANS AND COMPLETION OF PRECONSTRUCTION SERVICES**

**Dated as of _____**

**Between**

**Oakland Unified School District**

**and**

**Cahill Contractors, LLC**

**The Modernization Project at Fremont High School**
**4610 Foothill Boulevard**
**Oakland, California 94601**

**LEASE-LEASEBACK**
**SUBLEASE AGREEMENT**
**FOR THE MODERNIZATION PROJECT AT FREMONT HIGH SCHOOL**
**CONTRACT**

---

**THIS LEASE-LEASEBACK SUBLEASE AGREEMENT** ("Sublease") is entered into as of **[to be finalized with DSA approval and completion of preconstruction services]**, between CAHILL CONTRACTORS LLC, a California licensed contractor ("Contractor"), as lessor, and the Oakland Unified School District, a California public school district (the "Owner"), as lessee. Owner and Contractor are each a "Party" and together are the "Parties" to this Sublease.

This Sublease is entered into by the Parties pursuant to California Education Code section 17406 ("Section 17406"), which permits the governing board of school district to lease to any person, firm, or corporation any real property owned by the school 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, of a building for the use of the school district during the term of the lease, and provides that title to that building shall vest in the school district at the expiration of the lease.

The Owner deems it essential for its own governmental purpose to construct and install certain improvements (the "Work") described in Section 1 of that certain Lease-Leaseback Agreement entered into between the Owner and Contractor and dated **September 26, 2024**, and situated on the Site described or depicted in Exhibit A of that certain Site Lease dated **[to be finalized with DSA approval and completion of preconstruction services],** between the Owner and Contractor (the "Contract"), all of which is part of the Owner's Fremont High School Modernization project (the "Project").

Pursuant to Section 17406, the Owner is leasing the site of the Work (the "Site") to Contractor under the Site Lease in consideration of Contractor subleasing the Site, including the Contract, to the Owner under the terms of this Sublease.

Contractor will finance construction of the Contract. As part of its Sublease Payments (as described in Section 6, below) to Contractor, District will compensate Contractor for the cost of financing construction of the Contract.

The Owner and Contractor therefore agree as follows:

**1. Sublease.** Contractor subleases to the Owner, and the Owner subleases from Contractor, the Site, including any real property improvements now or later placed on the Site. Reference in this Sublease to the term "Contractor" means Contractor and Contractor's assigns for those rights, interests, and obligations that may be assigned by Contractor. The purpose of this Sublease is (1) for the Owner to have necessary access to and use of the Site at such times and in such a manner as will not impede the construction of the Work; (2) for the Owner to obtain financing for the Work from the Contractor; and (3) during the term of the Sublease, for the Owner to enjoy beneficial use and occupancy of the Site and the completed Work.

During the term of the Sublease, Owner and its agents, employees and invitees may enter into and upon the Site and the Work at all reasonable times necessary for the Owner to conduct its business. During construction of the Work, the Owner shall not unduly disturb, or unreasonably interfere with Contractor's Work and related improvements to the Site. Following completion of the Work, the Owner shall enjoy full and undisturbed use of the Site during the remainder of the Sublease Term.

**2. Term.** The term of this Sublease ("Lease Term") shall be coterminous with the term of the Lease-Leaseback Agreement and Contract. Upon the end of the Lease Term, the Parties' respective interests under this Sublease will automatically end and be released, and title to the Site and Work will automatically and fully vest in the Owner. The Work is and shall at all times be and remain the sole property of Contractor until termination of the Contract, and the Owner shall have no right, title, or interest in or to it until termination of the Contract, except as expressly set forth in this Sublease.

**3. Representations and Warranties of the Owner.** The Owner represents and warrants to Contractor that:

(a) The Owner is a public school district, duly organized and existing under the Constitution and laws of the State of California with authority to enter into and perform all of its obligations under this Sublease.

(b) The Owner's governing body has duly authorized the execution and delivery of this Sublease and further represents and warrants that all requirements have been met and procedures followed to ensure its enforceability.

(c) The execution, delivery, and performance of this Sublease do not and will not result in any breach of or constitute a default under any indenture, mortgage, contract, agreement, or instrument to which the Owner is a party by which it or its property is bound.

(d) There is no pending or, to the knowledge of the Owner, threatened action, or proceeding before any court or administrative agency that will materially adversely affect the ability of the Owner to perform its obligations under this Sublease.

(e) The Work and the Site are essential to the Owner in the performance of its governmental functions and their estimated useful life to the Owner exceeds the term of this Sublease.

(f) The Owner shall take such action as may be necessary to include all Sublease payments in its annual budget and annually to appropriate an amount necessary to make such Sublease payments.

(g) The Owner shall not abandon the Site for the use for which it is currently required by the Owner and, to the extent permitted by law, the Owner shall not seek to substitute or acquire property to be used as a substitute for the use for which the Site is maintained under the Sublease.

(h) Except as may be permitted under federal or state laws, the Owner shall not allow any hazardous materials or substances to be used or stored on, under, or about the Site.

**4. Representations and Warranties of Contractor.** Contractor represents and warrants to the Owner that:

(a) Contractor is duly organized, validly existing and in good standing as a licensed contractor under the laws of the State of California, with full corporate power and authority to lease and own real and personal property.

(b) Contractor has full power, authority and legal right to enter into and perform its obligations under this Sublease, and the execution, delivery and performance of this Sublease have been duly authorized by all necessary corporate actions on the part of Contractor and do not require any further approvals or consents;

(c) The execution, delivery, and performance of this Sublease do not and will not result in any breach of or constitute a default under any indenture, mortgage, contract, agreement, or instrument to which Contractor is a party by which it or its property is bound;

(d) There is no pending or, to the knowledge of Contractor, threatened action, or proceeding before any court or administrative agency that will materially adversely affect the ability of Contractor to perform its obligations under this Sublease;

(e) Contractor will not mortgage or encumber the Site or the Sublease or assign this Sublease or its rights to receive Sublease payments, except as permitted under this Sublease.

**5. Construction/Acquisition.**

(a) The Owner has entered into the Contract with Contractor in order to acquire and construct the Work, while enjoying use of the Site. The cost of the acquisition, construction and installation of the tenant improvements defined as the Work and the Owner's use of the Site under this Sublease is determined by the Total Sublease Amount as set forth in the Lease-Leaseback Agreement and ***Exhibit A*** of this Sublease.

(b) In order to ensure that moneys sufficient to pay all costs will be available for this purpose when required, the Owner shall maintain on deposit in its general or other appropriate fund, and shall annually appropriate funds sufficient to make all Sublease payments which become due to Contractor under this Sublease.

**6. Sublease Payments.**

(a) Over the Term of this Sublease, the owner will pay to the Contractor the Total Sublease Amount (excluding any allowance or contingency) in monthly installments (each such installment being a "Sublease Payment") pursuant to the Schedule of Sublease Payments which shall be prepared and finalized after DSA approval based on the form attached as ***Exhibit A*** **(which will be finalized after DSA approval and completion of preconstruction services)** executed by the Contractor, and then approved by the Owner's governing board when it approves the Total Sublease Amount pursuant to Education Code section 17406(a)(3). Upon execution by the Parties and approval by the Owner's governing body, the Schedule of Sublease Payments shall act as a written amendment to this Sublease.

Payments shall be made by the fifth day of each month, pursuant to the General Conditions. The Sublease Payments shall be made in accordance with the Contract Documents, including but not limited to the General Conditions. The parties expressly agree that the Total Sublease Amount represents the fair market value for the Work and for the Owner's use of the Site during the term of the Sublease.

(b) During the Lease Term, the Owner will adjust the Total Sublease Amount to account for any changes in the scope of the Work or use of the Site during the term of the Sublease, including but not limited to (i) spent allowances or contingency, (ii) any change orders, or (iii) Contractor's actual costs being less than its estimated costs. As set forth in the General Conditions, any changes in the Total Sublease Amount shall result in a prorated increase, or decrease, in Sublease Payments made following the adjustment to the Total Sublease Amount.

(c) The obligation of the Owner to pay Sublease Payments shall constitute a current expense of the Owner and shall not in any way be construed to be a debt of the Owner in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by the Owner, nor shall anything contained in this Sublease constitute a pledge of the general tax revenues, funds, or moneys of the Owner.

**7. Extension of Sublease Term.**

(a) *Excusable Delay.* If the Date for Completion is extended by change orders that grant time extensions for delay pursuant to the Contract, then the Sublease Term shall be extended by one month for each full month of total time extensions, and Owner shall increase the number, and lower the equal dollar amounts, of the remaining Sublease Payments based on the months added to the Sublease Term.

(b) *Inexcusable Delay.* If the Work will not be completed by the Date for Completion set forth in the Lease-Leaseback Agreement due to delay that is not excusable under the terms of the Contract, including Article 8 of the General Conditions, then the Sublease Term shall be extended by one month for each full month of such delay, and Owner shall either (i) elect not to make a Sublease Payment during construction for each month added to the Sublease Term, or (ii) increase the number, and lower the equal dollar amounts, of the remaining equal Sublease Payments based on the months added to the Sublease Term.

(c) If the total delay in completion is only partially entitled to time extensions for excusable delay under the terms of the Contract, then the Sublease Term shall be extended by one month for each full month of total delay. If the delays entitled to time extensions are less than half of the total delay in completion, then the Owner shall elect between the procedures in Section 7(b)(i) and (ii) above; and if such delays are equal to or more than half of the total delay in completion, the Owner shall proceed pursuant to Section 7(b)(ii) above.

**8. Fair Rental Value.** Sublease Payments shall be paid by the Owner in consideration of the right of possession of, and the continued quiet use and enjoyment of, the Work and the Site during this Sublease. The Parties have agreed and determined that such total rental is not in excess of the fair rental value of the Work and the Site. In making such determination, consideration has been given to the fair market value of the Work and the Site, other obligations of the Parties under this Sublease (including, but not limited to, costs of maintenance, taxes and insurance), the uses and purposes which may be served by

the Work and the Site and the benefits from the Work and Site which will accrue to the Owner and the general public, the ability of the Owner to make additions, modifications and improvements to the Work and the Site which are not inconsistent with the Lease-Leaseback Agreement and which do not interfere with Contractor's work on the Contract and Site.

**9. Sublease Abatement.** Sublease Payments due with respect to the Contract shall be subject to abatement prior to the commencement of the use of the Work or during any period in which, by reason of material damage to or destruction of the Work or the Site, there is substantial interference with the use and right of possession by the Owner of the Work and the Site or any substantial portion the Site. For each potential incident of substantial interference, decisions to be made on: (i) whether or not abatement shall apply; (ii) the date upon which abatement shall commence; (iii) the applicable portion of Sublease Payments to be abated and; (iv) the concluding date of the particular abatement, shall all be subject to determinations by the Owner in concert with its insurance provider. Contractor's right to dispute these decisions is not impaired. The amount of abatement shall be such that the Sublease Payments paid by the Owner during the period of Work restoration do not exceed the fair rental value of the usable portions of the Site. In the event of any damage or destruction to the Work or the Site, this Sublease shall continue in full force and effect.

**10. Use of Site and Project.** During the Sublease Term, Contractor shall provide the Owner with quiet use and enjoyment of the Site without suit or hindrance from Contractor or its assigns. The Owner will not use, operate, or maintain the Site or Project improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by this Sublease. The Owner shall provide all permits and licenses, if any, necessary for the operation of the Project. In addition, the Owner agrees to comply in all respects (including, without limitation, with respect to the time, maintenance and operation of the Project) with laws of all jurisdictions in which its operations involving the Project may extend and any legislative, executive, administrative, or judicial body exercising any power or jurisdiction over the Site or the Project; provided, however, that the Owner may contest in good faith the validity or application of any such law or rule in any reasonable manner which does not, in the opinion of Contractor, adversely affect the estate of Contractor in and to the Site or the Project or its interest or rights under this Sublease. Upon Completion of the Project, as defined in the General Conditions, Contractor shall provide the Owner with quiet use and enjoyment of the Site without suit or hindrance from Contractor or its assigns, subject to reasonable interference from ongoing construction operations at the Site by Contractor.

**11. Contractor's Inspection/Access to the Site.** The Owner agrees that Contractor and any Contractor representative shall have the right at all reasonable times to enter upon the Site or any portion thereof to construct and improve the Work and to examine and inspect the Site and the Work. The Owner further agrees that Contractor and any Contractor representative shall have such rights of access to the Site as may be reasonably necessary to cause the proper maintenance of the Site and the Work in the event of failure by the Owner to perform its obligations under this Sublease.

**12. Contract Acceptance.** The Owner shall perform a final inspection and acknowledge Completion of the Work, as set forth in Article 9.7 of the General Conditions. The Owner's governing body shall accept the Work and Contract to the extent required by the Contract Documents, including Article 9.7 of the General Conditions, but acceptance of the Work as Complete shall not terminate the Lease Term. The validity of this Sublease will not be affected by any delay in or failure of Completion of the Contract.

**13. Alterations and Attachments.** All permanent additions and improvements that are made to, and as part of, the Project shall belong to and become the property of Contractor until termination of the Contract, subject to the provisions of this Sublease. Separately identifiable attachments added to the Project by the Owner shall remain the property of the Owner.

**14. Physical Damage; Public Liability Insurance.** The Contractor and the Owner shall maintain such damage and public liability insurance policies with respect to the Project and the Site as are required of them by the Lease-Leaseback Agreement.

**15. Taxes.** The Owner shall keep the Project and the Site free and clear of all levies, liens, and encumbrances and shall pay all license fees, registration fees, assessments, charges, and taxes (municipal, state, and federal) if applicable, which may now or later be imposed upon the ownership, leasing, renting, sale, possession, or use of the Project and the Site, excluding, however, all taxes on or measured by Contractor's income.

**16. Non-Waiver.** No covenant or condition to be performed by the Owner or Contractor under this Sublease can be waived except by the written consent of the other Party. Forbearance or indulgence by the Owner or Contractor in any regards whatsoever shall not constitute a waiver of the covenant or condition in question. Until complete performance by the Owner or Contractor of a covenant or condition, the other Party shall be entitled to invoke any remedy available to it under this Sublease or by law or in equity despite that forbearance or indulgence.

**17. Assignment.** Without the prior written consent of Contractor, the Owner shall not (a) assign, transfer, pledge, or hypothecate this Sublease, the Project and the Site, or any part of them, or any interest in them, or (b) sublet or lend the use of the Project or any part of it, except as authorized by the provisions of the California Civic Center Act, Education Code section 38130 *et seq*. Consent to any of the prohibited acts listed applies only in the given instance and is not a consent to any subsequent like act by the Owner or any other person. Contractor shall not assign its obligations under this Sublease with the exception of its obligations to issue default notices and to convey or reconvey its interest in the Project and Site to the Owner upon full satisfaction of the Owner's obligations under this Sublease; however, Contractor may assign its right, title and interest in the Sublease Payments and other amounts due under this Sublease and the Project in whole or in part to one or more assignees or subassignees at any time with the consent of the Owner which shall not be unreasonably withheld. No assignment shall be effective as against the Owner unless the Owner is so notified in writing. The Owner shall pay all Sublease Payments according to the direction of Contractor or the assignee named in the most recent assignment or notice of assignment. During the Sublease Term, the Owner shall keep a complete and accurate record of all such assignments. Subject always to the foregoing, this Sublease inures to the benefit of, and is binding upon, the heirs, legatees, personal representatives, successors, and assigns of the Parties.

**18. Release of Liens.**

(a) Upon termination of the Contract, Contractor or its assignee and the Owner shall release Contractor's leasehold interest in the Project.

(b) Contractor shall authorize, execute, and deliver to the Owner all documents reasonably requested by the Owner to evidence (i) the release of any and all liens created under this Sublease and the Site Lease, and (ii) any other documents required to terminate the Site Lease and this Sublease.

**19. Severability.** If a court of competent jurisdiction shall hold any provision of this Sublease invalid or unenforceable, such holding shall not invalidate or render unenforceable any other provision of this Sublease, unless elimination of such provision materially alters the rights and obligations embodied in this Sublease.

**20. Entire Agreement.** This Sublease, the Site Lease, the Lease-Leaseback Agreement, and the Contract Documents that make up the "Contract" constitute the entire agreement between the Parties with respect to the Work and the Project, and the Contract shall not be amended, altered, or changed except by a written agreement signed by both Parties.

**21. Headings.** The captions or headings in this Sublease are for convenience only and in no way define, limit or describe the scope or intent of any provisions of this Sublease.

**22. Time.** Time is of the essence in this Sublease and all of its provisions.

**23. Sublease Interpretation.** This Sublease and the rights of the Parties under it shall be governed by and construed in accordance with the laws of California.

**24. Execution in Counterparts.** This Sublease may be simultaneously executed in multiple counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument.

**25. Terms Not Defined**. Capitalized terms used in this Sublease that are not defined shall have the same meaning as in the Lease-Leaseback Agreement, General Conditions, or other Contract Documents.

* * * * * * * * * * * * * * * * * * * * *

Signatures Follow

**OAKLAND UNIFIED SCHOOL DISTRICT**

Benjamin Davis, President, Board of Education — Date

Kyla Johnson-Trammell, Superintendent & Secretary Board of Education — Date

Preston Thomas, Chief Systems & Services Officer, Facilities Planning and Management — Date

Approved as to form

James Traber, Esq. — Date
General Counsel, Facilities Planning and Management

**CAHILL CONTRACTORS, LLC**

Signature — Date 9/4/24

ARASH BARADARAN, V.P.
Print Name, Title

*EXHIBIT A*

**FORM FOR SCHEDULE OF SUBLEASE PAYMENTS**

The following form shall be used as an amendment to the Sublease when the Owner's governing board approves the Total Sublease Amount prior to the commencement of construction.

**AMENDMENT TO LEASE-LEASEBACK SUBLEASE**

**TOTAL SUBLEASE AMOUNT AND SCHEDULE OF SUBLEASE PAYMENTS**

For the Lease-Leaseback Agreement, Site Lease, and Sublease entered into between the Oakland Unified School District ("Owner") and Cahill Contractors LLC ("Contractor"), and dated **June 6, 2024**, for the Owner's **Fremont High School Modernization project** (the "Contract"), the Owner and Contractor hereby agree that the Total Sublease Amount shall be $_____.00, which includes the following _____ *[insert "allowances," "contingency," or "allowances and contingency"]*:

- An allowance of $_____ for _____ work;
- An allowance of $_____ for _____ work; and
- A contingency of $_____.

This Total Sublease Amount has been calculated as provided in the Contract, including but not limited to Section 5 of the Lease-Leaseback Agreement.

Based on the Total Sublease Amount (less any allowances or contingency) and the ___ *[insert number of sublease payments; see Sublease §6]* required Sublease Payments, the Schedule of Sublease Payments for the Contract shall be as follows:

| **Payment No.** *[adjust the number of payments to match Section 6(a) above]* | **Date Payment Is Due** | **Amount of Payment** |
|---|---|---|
| 1 | _____ 5, 20__ | $ _____.__ |
| 2 | _____ 5, 20__ | _____.__ |
| 3 | _____ 5, 20__ | _____.__ |
| 4 | _____ 5, 20__ | _____.__ |
| 5 | _____ 5, 20__ | _____.__ |
| 6 | _____ 5, 20__ | _____.__ |
| 7 | _____ 5, 20__ | _____.__ |
| 8 | _____ 5, 20__ | _____.__ |
| 9 | _____ 5, 20__ | _____.__ |
| 10 | _____ 5, 20__ | _____.__ |

**OAKLAND UNIFIED SCHOOL DISTRICT**

Benjamin Davis, President, Board of Education — Date

Kyla Johnson-Trammell, Superintendent & Secretary Board of Education — Date

Preston Thomas, Chief Systems & Services Officer, Facilities Planning and Management — Date

Approved as to form:

James Traber, Esq.
General Counsel, Facilities Planning and Management — Date

**CAHILL CONTRACTORS, LLC**

Signature — Date

Print Name, Title

319-669/7043159.1

# GENERAL CONDITIONS

**under**

# LEASE-LEASEBACK AGREEMENT

# OAKLAND UNIFIED SCHOOL DISTRICT

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# ARTICLE 1
# GENERAL CONDITIONS

## 1.1 BASIC DEFINITIONS

### 1.1.1 THE CONTRACT DOCUMENTS

The "Contract Documents" consist of the Lease-Leaseback Agreement between Owner and Contractor (the "Agreement"), the Request for Sealed Proposals and Qualifications, the Notice of Request for Sealed Proposals and Qualifications, the Contractor's proposal, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, addenda, Payment Bond, Performance Bond, the Site Lease, the Sublease, required insurance certificates, additional insured endorsement and declarations page, list of proposed subcontractors, Non-collusion Declaration, Roof Project Certification (where applicable), Sufficient Funds Declaration (Labor Code section 2810), the Fingerprinting Notice and Acknowledgment and Independent Contractor Student Contact Form, other documents referred to in the Agreement, and Modifications issued after execution of the Agreement. A Modification is a written amendment to the Contract signed by both parties, a Change Order, a Construction Change Directive, or a written order for a minor change in the Work issued by the Owner. The Contract Documents are complementary, and each obligation of the Contractor, Subcontractors, and material or equipment suppliers in any one shall be binding as if specified in all.

### 1.1.2 THE CONTRACT

The Contract Documents form the Contract. The "Contract" represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a written Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind between the Architect and Contractor, between the Owner and any Subcontractor or Sub-subcontractor, or between any persons or entities other than the Owner and the Contractor. The terms of the Contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by the parties and approved or ratified by the Owner's governing board.

### 1.1.3 THE WORK

The "Work" shall include all labor, materials, services and equipment necessary for the Contractor to fulfill all of its obligations pursuant to the Contract Documents, including, but not limited to, punch list items and submission of documents. It may include preconstruction services, as allowed by law. It shall include the initial obligation of any Contractor or Subcontractor, who performs any portion of the Work, to visit the Site of the proposed Work with Owner's representatives, a continuing obligation after the commencement of the Work to fully acquaint and familiarize itself with the conditions as they exist and the character of the operations to be carried on under the Contract Documents, and make such investigation as it may see fit so that it shall fully understand the facilities, physical conditions, and restrictions attending the Work under the Contract Documents. Each such Contractor or Subcontractor shall also thoroughly examine and become

familiar with the Drawings, Specifications, and associated bid documents. The "Site" refers to the grounds of the Project as defined in the Contract Documents and such adjacent lands as may be directly affected by the performance of the Work.

### 1.1.4 THE PROJECT

The "Project" is the total construction of the work of improvement, and includes the Work performed in accordance with the Contract Documents. The Project may include construction by the Owner or by separate contractors of improvements related to, but not included in, the Work, and the Project may include preconstruction services. The Project shall constitute a "work of improvement" under Civil Code section 8050.

### 1.1.5 THE DRAWINGS

The "Drawings" are graphic and pictorial portions of the Contract Documents prepared for the Project and approved changes thereto, wherever located and whenever issued, showing the design, location, and scope of the Work, generally including plans, elevations, sections, details, schedules, and diagrams as drawn or approved by the Architect.

### 1.1.6 THE SPECIFICATIONS

The "Specifications" are that portion of the Contract Documents consisting of the written requirements for material, equipment, construction systems, instructions, quality assurance standards, workmanship, and performance of related services.

### 1.1.7 THE PROJECT MANUAL

The "Project Manual" is the volume usually assembled for the Work which may include, without limitation, the bidding requirements, sample forms, Agreement, Conditions of the Contract, and Specifications.

### 1.1.8 OR

"Or" shall include "and/or."

### 1.1.9 COMPLETION AND COMPLETE

Statutory definitions of "Completion" and "Complete" shall apply for those statutory purposes. For all other purposes, including accrual of liquidated damages, Claims, and warranties, "Completion" and "Complete" mean the point where (1) Contractor has fully and correctly performed all Work in all parts and requirements, including corrective and punch list work, and (2) Owner's representatives have conducted a final inspection that confirmed this performance. Substantial, or any other form of partial or non-compliant, performance shall not constitute "Completion" or "Complete" under the Contract Documents, except to the extent that substantial completion is required for a milestone deadline.

## 1.2 EXECUTION, CORRELATION AND INTENT

### 1.2.1 CORRELATION AND INTENT

1.2.1.1 ***Documents Complementary and Inclusive.*** The Contract Documents are complementary and are intended to include all items required for the proper execution and Completion of the Work. Any item of work mentioned in the Specifications and not shown on the Drawings, or shown on the Drawings and not mentioned in the Specifications, shall be provided by Contractor as if shown or mentioned in both.

1.2.1.2 ***Coverage of the Drawings and Specifications.*** The Drawings and Specifications generally describe the work to be performed by Contractor. Generally, the Specifications describe work which cannot be readily indicated on the Drawings and indicate types, qualities, and methods of installation of the various materials and equipment required for the Work. It is not intended to mention every item of Work in the Specifications, which can be adequately shown on the Drawings, or to show on the Drawings all items of Work described or required by the Specifications even if they are of such nature that they could have been shown. All materials or labor for Work, which is shown on the Drawings or the Specifications (or is reasonably inferable therefrom as being necessary to Complete the Work), shall be provided by the Contractor whether or not the Work is expressly covered in the Drawings or the Specifications. It is intended that the Work be of sound, quality construction, and the Contractor shall be responsible for the inclusion of adequate amounts to cover installation of all items indicated, described, or implied in the portion of the Work to be performed by Contractor.

1.2.1.3 ***Conflicts.*** Without limiting Contractor's obligation to identify conflicts for resolution by the Owner, in the event of a conflict between provisions of the Contract Documents, it is intended that the more stringent, higher quality, and greater quantity of Work shall apply; except that in the event of a conflict between a Division 01 specification and a provision in a Division 00 Contract Document (such as the agreement, general conditions, notice to bidders, instructions to bidders, bid form, etc.), the Division 00 provision shall control.

1.2.1.4 ***Conformance with Laws.*** Each and every provision of law required by law to be inserted in this Contract shall be deemed to be inserted herein, and the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon request of either party the Contract shall be amended in writing to make such insertion or correction.

Before commencing any portion of the Work, Contractor shall check and review the Drawings and Specifications for such portion for conformance and compliance with all laws, ordinances, codes, rules and regulations of all governmental authorities and public utilities affecting the construction and operation of the physical plant of the Project, all quasi-governmental and other regulations affecting the construction and operation of the physical plant of the Project, and other special requirements, if any, designated in the Contract Documents. Such review shall be in contractor's capacity as a construction contractor and not as a design professional. If Contractor observes any violation of any law, ordinance, code, rule or regulation, or inconsistency with any such restrictions or special requirements of the Contract Documents, then Contractor

shall promptly notify Architect and Owner in writing of same and shall ensure that any such violation or inconsistency shall be corrected in the manner provided hereunder prior to the construction of that portion of the Work. Where requirements of the Contract Documents exceed those of the applicable building codes and ordinances, the Contract Documents shall govern. Contractor shall comply with all applicable Federal, State and local laws.

If, as, and to the extent that Public Contract Code section 1104 is deemed to apply after the execution or award of the Contract, then Contractor shall not be required to assume responsibility for the completeness and accuracy of architectural or engineering plans and specifications, notwithstanding any other provision in the Contract Documents, except to the extent that Contractor discovered or should have discovered and reported any errors and omissions to the Owner, including, but not limited to, as the result of any review of the plans and specifications by Contractor required by the Instructions to Bidders or other Contract Documents, whether or not actually performed by Contractor.

1.2.1.5 ***Ambiguity.*** Before commencing any portion of the Work, Contractor shall carefully examine all Drawings and Specifications and other information given to Contractor as to materials and methods of construction and other Project requirements. Contractor shall immediately notify Architect and Owner in writing of any perceived or alleged error, inconsistency, ambiguity, or lack of detail or explanation in the Drawings and Specifications in the manner provided herein. If the Contractor or its Subcontractors, material or equipment suppliers, or any of their officers, agents, and employees performs, permits, or causes the performance of any Work under the Contract Documents, which it knows or should have known to be in error, inconsistent, or ambiguous, or not sufficiently detailed or explained, then Contractor shall bear any and all costs arising therefrom including, without limitation, the cost of correction thereof without increase or adjustment to the Total Sublease Amount or the time for performance. If Contractor performs, permits, or causes the performance of any Work under the Contract Documents prepared by or on behalf of Contractor which is in error, inconsistent or ambiguous, or not sufficiently detailed or explained, then Contractor shall bear any and all resulting costs, including, without limitation, the cost of correction, without increase to or adjustment in the Total Sublease Amount or the time for performance. In no case shall any Subcontractor proceed with the Work if uncertain without the Contractor's written direction and/or approval.

1.2.1.6 ***Execution.*** Execution of the Agreement Between Owner and Contractor by the Contractor is a representation that the Contractor has visited the site, become familiar with the local conditions under which the Work is to be performed and has correlated personal observations with the requirements of the Contract Documents.

### 1.2.2 ADDENDA AND DEFERRED APPROVALS

1.2.2.1 ***Addenda.*** Subsequent addenda issued shall govern over prior addenda only to the extent specified. In accordance with Title 24, California Code of Regulations, addenda shall be approved by the Division of the State Architect ("DSA").

1.2.2.2 ***Deferred Approvals.*** The requirements approved by the DSA on any item submitted as a deferred approval in accordance with Title 24, California Code of Regulations, shall take precedence over any previously issued addenda, drawing or specification.

1.2.3 **SPECIFICATION INTERPRETATION**

1.2.3.1 ***Titles.*** The Specifications are separated into titled sections for convenience only and not to dictate or determine the trade or craft involved. Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of work to be performed by any trade.

1.2.3.2 ***As Shown, Etc.*** Where "as shown," "as indicated," "as detailed," or words of similar import are used, reference is made to the Drawings accompanying the Specifications unless otherwise stated. Where "as directed," "as required," "as permitted," "as authorized," "as accepted," "as selected," or words of similar import are used, the direction, requirement, permission, authorization, approval, acceptance, or selection by Architect is intended unless otherwise stated.

1.2.3.3 ***Provide.*** "Provide" means "provided complete in place," that is, furnished, installed, tested, and ready for operation and use.

1.2.3.4 ***General Conditions.*** The General Conditions and any supplementary general conditions are a part of each and every section of the Specifications.

1.2.3.5 ***Abbreviations.*** In the interest of brevity, the Specifications are written in an abbreviated form and may not include complete sentences. Omission of words or phrases such as "Contractor shall," "shall be," etc., are intentional. Nevertheless, the requirements of the Specifications are mandatory. Omitted words or phrases shall be supplied by inference in the same manner as they are when a "note" occurs on the Drawings.

1.2.3.6 ***Plural.*** Words in the singular shall include the plural whenever applicable or the context so indicates.

1.2.3.7 ***Metric.*** The Specifications may indicate metric units of measurement as a supplement to U.S. customary units. When indicated thus: 1" (25 mm), the U. S. customary unit is specific, and the metric unit is nonspecific. When not shown with parentheses, the unit is specific. The metric units correspond to the "International System of Units" (SI) and generally follow ASTM E 380, "Standard for Metric Practice."

1.2.3.8 ***Standard Specifications.*** Any reference to standard specifications of any society, institute, association, or governmental authority is a reference to the organization's standard specifications, which are in effect as of the date the Notice to Bidders is first published. If applicable specifications are revised prior to Completion of any part of the Work, then the Contractor may, if acceptable to Owner and Architect, perform such Work in accordance with the revised specifications. The standard specifications, except as modified in the Specifications for

the Project, shall have full force and effect as though printed in the Specifications. Architect will furnish, upon request, information as to how copies of the standard specifications referred to may be obtained.

1.2.3.9 ***Absence of Modifiers.*** In the interest of brevity, the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

## 1.3 OWNERSHIP AND USE OF ARCHITECT'S DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS

The Drawings, Specifications, and other documents prepared on behalf of the Owner are instruments of the services of the Architect and its consultants and are the property of the Owner. The Contractor may retain one contract record set. Neither the Contractor nor any Subcontractor, Sub-subcontractor, or material or equipment supplier shall own or claim a copyright in the Drawings, Specifications, and other documents prepared by the Architect, and unless otherwise indicated the Architect shall be deemed the author of them. All copies of them, except the Contractor's record set, shall be returned or suitably accounted for to the Owner, upon request upon Completion of the Work. The Drawings, Specifications, and other documents prepared by the Architect, and copies thereof furnished to the Contractor, are for use solely with respect to this Contract. They are not to be used by the Contractor or any Subcontractor, Sub-subcontractor, or material or equipment supplier on other Contractsor for additions to this Contracts outside the scope of the Work without the specific written consent of the Owner and the Architect. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers are granted a limited license to use and reproduce applicable portions of the Drawings, Specifications, and other documents prepared by the Architect appropriate to and for use in the execution of their Work under the Contract Documents. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Owner's property interest or other reserved right. All copies made under this license shall bear appropriate attribution and the statutory copyright notice, if any, shown on the Drawings, Specifications and other documents prepared by the Architect.

# ARTICLE 2
# OWNER

## 2.1 DEFINITION

The term "Owner" means the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The term "Owner" means the Owner and/or the Owner's authorized representatives, including, but not limited to, architects and construction managers. To the extent the Contract Documents indicate that Owner has assigned duties to particular representatives of the Owner (such as the Architect, or any Construction Manager), Owner reserves the right at all times to reassign such duties to different Owner representatives.

## 2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

### 2.2.1 INTENTIONALLY LEFT BLANK

### 2.2.2 SITE SURVEY

When required by the scope of the Project, the Owner will furnish, at its expense, a legal description or a land survey of the Site, giving, as applicable, grades and lines of streets, alleys, pavements, adjoining property, rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries, and contours of the Site. Surveys to determine locations of construction, grading, and site work shall be provided by the Contractor.

### 2.2.3 SOILS

2.2.3.1 ***Owner Furnished Services.*** When required by the scope of the Project, the Owner will furnish, at its expense, the services of geotechnical engineers or consultants when reasonably required or as required by local or state codes. Such services with reports and appropriate professional recommendations shall include test boring, test pits, soil bearing values, percolation tests, air and water pollution tests, and ground corrosion and resistivity tests, including necessary operations for determining subsoil, air, and water conditions.

2.2.3.2 ***Contractor Reliance.*** Test borings and soils reports for the Project have been made for the Owner to indicate the subsurface materials that might be encountered at particular locations on the Project. The Owner has made these documents available to the Contractor and the Contractor has studied the results of such test borings and information that it has as to the subsurface conditions and Site geology as set forth in the test borings and soils reports. The Owner does not assume any responsibility whatsoever with respect to the sufficiency or accuracy of the borings made, or of the logs of the test borings, or of other investigations, or of the soils reports furnished pursuant hereto, or of the interpretations to be made beyond the location or depth of the borings. There is no warranty or guarantee, either express or implied that the conditions indicated by such investigations, borings, logs, soil reports or other information are representative of those existing throughout the site of the Project, or any part thereof, or that unforeseen developments may not occur. At the Owner's request, the Contractor shall make available to the Owner the results of any Site investigation, test borings, analyses, studies or other tests conducted by or in the possession of the Contractor of any of its agents. Nothing herein contained shall be deemed a waiver by the Contractor to pursue any available legal right or remedy it may have at any time against any third party who may have prepared any report and/or test relied upon by the Contractor.

### 2.2.4 UTILITY SURVEY

When required by the scope of the Project, the Owner will furnish, at its expense, all information regarding known existing utilities on or adjacent to the Site, including location, size, inverts, and depths.

### 2.2.5 INFORMATION

Upon the request of the Contractor, Owner will make available such existing information regarding utility services and Site features, including existing construction, related to the Project as is available from Owner's records. The Contractor may not rely upon, the accuracy of any such information, other than that provided under Sections 2.2.2 and 2.2.4 (except that the Contractor may not rely upon and must question in writing to the Owner and the Architect, any information which appears incorrect based upon Contractor's Site inspection, knowledge of the Work, and prior experience with similar projects), unless specifically stated in writing that the Contractor may rely upon the designated information.

### 2.2.6 EXISTING UTILITY LINES; REMOVAL, RELOCATION

2.2.6.1 ***Removal, Relocation.*** Pursuant to Government Code section 4215, the Owner assumes the responsibility for removal, relocation, and protection of utilities located on the Site at the time of commencement of construction under this Contract with respect to any such utility facilities which are not identified in the drawings and specifications made part of the invitation to bid. The Contractor shall not be assessed for liquidated damages for delay in Completion of the Work caused by failure of the Owner to provide for removal or relocation of such utility facilities. Owner shall compensate the Contractor for the costs of locating, repairing damage not due to the failure of the Contractor to exercise reasonable care, removing or relocating such utility facilities, and for equipment necessarily idle during such work.

2.2.6.2 ***Assessment.*** These subparagraphs shall not be construed to preclude assessment against the Contractor for any other delays in Completion of the Work. Nothing in these subparagraphs shall be deemed to require the Owner to indicate the presence of existing service laterals or appurtenances whenever the presence of such utilities on the Site can be inferred from the presence of other visible facilities, such as buildings, or meter junction boxes on or adjacent to the Site.

2.2.6.3 ***Notification.*** If the Contractor, while performing work under this Contract, discovers utility facilities not identified by the Owner in the Contract plans or specifications, then Contractor shall immediately notify the Owner and the utility in writing.

2.2.6.4 ***Underground Utility Clearance.*** It shall be Contractor's sole responsibility to timely notify all public and private utilities serving the Site prior to commencing work. The Contractor shall notify and receive clearance from any cooperative agency, such as Underground Service Alert, in accordance with Government Code section 4216, et seq. Contractor shall promptly provide a copy of all such notifications to the Owner.

### 2.2.7 EASEMENTS

Owner shall secure and pay for easements for permanent structures or permanent changes in existing facilities, if any, unless otherwise specified in the Contract or Contract Documents.

### 2.2.8 REASONABLE PROMPTNESS

Information or services under Owner's control will be furnished by the Owner with reasonable promptness. The Owner shall not be liable under Section 8.4.2 for any delays caused by factors beyond the Owner's control including, but not limited to, DSA's or any other local, State or federal agency's review of bids, change order requests, RFI's or any other documents.

### 2.2.9 COPIES FURNISHED

The Contractor will be furnished such copies of Drawings and Project Manuals as are stated in the Contract Documents.

### 2.2.10 DUTIES CUMULATIVE

The foregoing are in addition to other duties and responsibilities of the Owner enumerated herein, and especially those in Article 6 (Construction by Owner or by Separate Contractors), Article 9 (Payments and Completion), and Article 11 (Insurance and Bonds).

## 2.3 OWNER'S RIGHT TO STOP THE WORK

If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents, or persistently fails to carry out Work in accordance with the Contract Documents, then the Owner may order the Contractor to stop the Work or any portion thereof, until the Contractor corrects the deficiencies. Contractor shall not be entitled to a time extension for any delays caused by such order. The right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Article 6.

## 2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

If the Contractor fails or refuses to carry out the Work in accordance with the Contract Documents, then Owner may correct such deficiencies by whatever reasonable method the Owner may deem expedient without prejudice to other remedies the Owner may have, including, but not limited to, having another contractor perform some or all of the Work without terminating the Contract with Contractor. Owner may exercise this right at any time during the Contractor's Work.

Owner shall first provide written notice to Contractor of Contractor's failure or refusal to perform. The notice will provide the time period within which Contractor must begin correction of the failure or refusal to perform. If the Contractor fails to begin correction within the stated time, or fails to continue correction, then the Owner may proceed to correct the deficiencies. If the Owner bids the work, then Contractor shall not be eligible for the award of the contract. The Contractor may be invoiced the cost to Owner of the work, including compensation for additional professional and internally generated services and expenses made necessary by Contractor's failure or refusal to perform. Owner may withhold that amount from the sublease payments due the Contractor, pursuant to Section 9.5. If payments withheld then or thereafter due the Contractor are not sufficient to cover that amount, then the Contractor shall pay the difference to the Owner.

# ARTICLE 3

# THE CONTRACTOR

## 3.1 DEFINITION

The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The term "Contractor" means the Contractor or the Contractor's authorized representative. To the extent that any portion of the Work is provided with the Contractor's own forces, any reference to Subcontractors shall be equally applicable to the Contractor.

## 3.2 SUPERVISION AND CONSTRUCTION PROCEDURES

### 3.2.1 CONTRACTOR

The Contractor shall supervise and direct the Work using the Contractor's best skill and attention, which shall meet or exceed the standards in the industry. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, procedures, and coordinating all portions of the Work under the Contract, unless Contract Documents give other specific instructions concerning these matters.

If any of the Project is performed by other contractors retained directly by the Owner, then Owner shall schedule and coordinate the activities of Contractor with the other contractors and Owner. Contractor agrees to accept the Owner's construction schedules, schedule updates, overall sequence and coordination of construction for the Project.

Contractor realizes that work by other contractors or Owner may occur simultaneously with Contractor's Work in any given area. Contractor is responsible for its own sequences that may occur within a given activity or set of activities. Contractor shall not commit or permit any act which will adversely affect the work of any other contractor or Owner. Contractor shall provide layout of its Work at the request of any other contractor or Owner.

Specific duties of the Contractor shall be in accordance with Title 24 of the California Code of Regulations. Contractor shall fully comply with any and all reporting requirements of Education Code sections 17309 and 81141 in the manner prescribed by Title 24.

### 3.2.2 CONTRACTOR RESPONSIBILITY

The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors, material and equipment suppliers, and their agents, employees, invitees, and other persons performing portions of the Work under direct or indirect contract with the Contractor or any of its Subcontractors.

### 3.2.3 OBLIGATIONS NOT CHANGED BY OTHERS' ACTIONS

The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents by the activities or duties of the Owner's representatives, including, but not

limited to, any construction manager and the Architect, or the Inspector of Record; or by tests, inspections, or approvals required or performed by persons other than the Contractor.

### 3.2.4 CONTRACTOR RESPONSIBILITY FOR READINESS FOR WORK

The Contractor shall be responsible for inspection of Work already performed under the Contract Documents to determine that such portions are in proper condition to receive subsequent work.

### 3.2.5 PROJECT MEETINGS

During its Work, Contractor shall attend Owner's Project meetings as scheduled by the Contract Documents, or as otherwise instructed by Owner, to discuss the current status of the Work and the Project, and the future progress of the Work and the Project. Contractor shall have five (5) days after receipt of Owner's Project meeting minutes to provide written objections and suggested corrections. Either party may audio record any meeting related to the Contract.

## 3.3 SUPERINTENDENT

### 3.3.1 FULL TIME SUPERINTENDENT

The Contractor shall provide a competent superintendent and assistants as necessary, all of whom shall be reasonably proficient in speaking, reading and writing English and, who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

### 3.3.2 STAFF

The Contractor and each Subcontractor shall: furnish a competent and adequate staff as necessary for the proper administration, coordination, supervision, and superintendence of its portion of the Work; organize the procurement of all materials and equipment so that the materials and equipment will be available at the time they are needed for the Work; and keep an adequate force of skilled workers on the job to Complete the Work in accordance with all requirements of the Contract Documents.

### 3.3.3 RIGHT TO REMOVE

Owner shall have the right, but not the obligation, to require the removal from the Project of any superintendent, staff member, agent, or employee of any Contractor, Subcontractor, material or equipment supplier, etc., for cause.

## 3.4 LABOR AND MATERIALS

### 3.4.1 CONTRACTOR TO PROVIDE

Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, material, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and Completion of the Work whether temporary or permanent, and such facilities, labor, equipment, material, and services are included in the Work. For a lease-leaseback lump sum contract, Owner shall not be liable for, and Contractor shall bear the burden of, any post-proposal escalation in the cost of materials; and for a lease-leaseback percentage fee contract, Owner shall not be liable for, and Contractor shall bear the burden of, any escalation in the cost of materials after approval of the contract price by the Owner's governing board; but in either case Contractor will retain the benefit of any material cost decreases. Owner shall have no responsibility for security of, or repair or replacement costs of, such facilities, labor, equipment, material, and services provided by Contractor pursuant to this subsection.

### 3.4.2 QUALITY

Unless otherwise specified, all materials and equipment to be permanently installed in the Project shall be new and shall be of such quality as required to satisfy the standards of the Contract Documents. The Contractor shall, if requested, promptly furnish satisfactory evidence as to kind and quality of all materials and equipment. All labor shall be performed by workers skilled in their respective trades, and the quality of their work shall meet whichever is the higher standard for their work: the standard in the industry or the standard in the Contract Documents.

### 3.4.3 REPLACEMENT

Any work, materials, or equipment, which does not conform to these standards may be disapproved and rejected by the Owner, in which case, they shall be removed and replaced by the Contractor at no cost to Owner.

### 3.4.4 DISCIPLINE

The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract in accordance with paragraph 5.5.1 including, but not limited to, Subcontractors, and material or equipment suppliers retained for the Project.

## 3.5 WARRANTY

For the period of one (1) year after Completion of the Work (see Sections 9.7.1, 12.2.5, and 12.2.6), the Contractor warrants to the Owner that material and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform with the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. The Contractor's warranty does not cover damage or defect caused by abuse, modifications not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage. If required by the Owner, the contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

### 3.5.1 Extended Warranty.

Notwithstanding any other provision of this Agreement, the Contractor's responsibility with respect to any warranty or guarantee given by a Subcontractor, material supplier, or equipment manufacturer that extends beyond the one-year correction period provided in this Agreement (an "Extended Warranty") shall be limited to providing reasonable assistance to the Owner with obtaining such Subcontractor's, material supplier's or equipment manufacturer's compliance with said Extended Warranty or guarantee. Other than providing such reasonable assistance to the Owner, however, the Contractor shall not be responsible for honoring Extended Warranties.

## 3.6 TAXES

Contractor will pay all applicable Federal, State, and local taxes on all materials, labor, or services furnished by it, and all taxes arising out of its operations under the Contract Documents. Owner is exempt from Federal Excise Tax, and a Certificate of Exemption shall be provided upon request.

## 3.7 PERMITS, FEES AND NOTICES

### 3.7.1 PAYMENT

The Contractor shall secure and pay for all permits and governmental fees, licenses, and inspections necessary for proper execution and Completion of the Work which are customarily secured after execution of the Contract and are legally required by any authority having jurisdiction over the Project, except those required by the Division of the State Architect (DSA). Owner shall be responsible for all testing and inspection as required by the DSA on-Site or within the distance limitations set forth in paragraph 13.5.2, unless a different mileage range is specified in the Contract Documents.

### 3.7.2 COMPLIANCE

The Contractor shall comply with and give notices required by any law, ordinance, rule, regulation, and lawful order of public authorities bearing on performance of the Work.

### 3.7.3 CONTRACT DOCUMENTS

It is not the Contractor's responsibility to ascertain that the Contract Documents are in accordance with any applicable law, statute, ordinance, building codes, rule, or regulation. However, if the Contractor knew, or should have known, or observes that portions of the Contract Document are at variance therewith, the Contractor shall promptly notify the Architect, any construction manager, and Owner in writing, and necessary changes shall be accomplished by appropriate modification.

### 3.7.4 RESPONSIBILITY

If the Contractor performs Work that it knows, or should have known, is contrary to any law, statute, ordinance, building code, rule or regulation, then the Contractor shall assume full

responsibility for such Work, and shall bear the attributable cost of correction and delay to the Work, other contractors' work, and the Project.

## 3.8 ALLOWANCES

### 3.8.1 CONTRACT

The Contractor shall include in the Total Sublease Amount all allowances, including any general contingency allowance, stated in the Contract Documents. Items covered by specific allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities against whom the Contractor makes reasonable and timely objection.

### 3.8.2 SCOPE

3.8.2.1 ***Prompt Selection.*** Materials and equipment under an allowance shall be selected promptly by the Owner to avoid delay to the Work.

3.8.2.2 ***Cost.*** Allowances shall cover the cost to the Contractor of materials and equipment delivered at the Site and all required taxes, less applicable trade discounts, etc., as delineated in paragraph 7.7.4.

3.8.2.3 ***Cost Included in Total Sublease Amount.*** Contractor's costs for unloading and handling at the Site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Total Sublease Amount and not in the allowances.

3.8.2.4 ***Total Sublease Amount Adjustment.*** Whenever Contractor seeks payment from an allowance and the requested costs are approved by Owner as compliant with the Contract Documents (including Sections 3.8.2.2 and 3.8.2.3, above), Owner may elect to pay the approved costs from the allowance, or pay the costs via Change Order. Any such allowance payment shall conform to the requirements of the Agreement and other Contract Documents.

## 3.9 CONTRACTOR'S CONSTRUCTION SCHEDULES

### 3.9.1 REQUIREMENTS

Unless otherwise stated in Division 1 of the Specifications, the Contractor, within two (2) weeks after executing the Contract, shall prepare and submit for the Owner's, and any construction manager's, information the baseline construction schedule for the Work, which shall conform to the Contract Documents' requirements.

Contractor shall submit an updated schedule by the first day of every month, and whenever else requested by the Owner. Each schedule update must include an accurate as-built schedule and the current as-planned schedule, both of which shall conform to the Contract Documents' requirements. Contractor shall submit its daily logs for the prior month with the updated schedule.

The original schedule and all updates shall conform, at a minimum, to industry standards for (a) critical path scheduling, and (b) facilitation of Owner's Project management and evaluation of Contractor Claims for additional money or time.

The original schedule and all updates shall not exceed time limits (including milestone deadlines) under the Contract Documents and shall comply with the Contract Documents scheduling requirements and with any scheduling requirements the Owner provides to the Contractor at the beginning of the Work. The original schedule and all updates shall accurately reflect Work performed to date; reasonable dates for future Work; all construction activities (including procurement); the critical path schedule for Completion of the remainder of the Work; the logic, sequencing, and relationship between the construction activities, including each activity's predecessor and successor activities; and the percentage of the Work completed. The original schedule and all updates shall include a reasonable number of days for weather that is usual or common for each month, as time extensions are not available for such days (see Sections 4.5.5.3.2 and 8.4.1, below); and any failure by Contractor to include a reasonable number of such days, or by Owner to require Contractor to include a reasonable number of such days, shall not affect the reasonable number of such days to be used when determining time extensions under Sections 4.5.5.3.2 and 8.4.1, below.

The construction schedule shall be in the form of either a tabulation, chart, or graph, unless otherwise stated in Division 1 of the Specifications, and shall be in sufficient detail to show the chronological relationship of all activities of the Project including, but not limited to, estimated starting and Completion dates of various activities, (including early and late dates and reasonable float for each activity), procurement of materials, the critical path, and scheduling of equipment. Float suppression techniques such as preferential sequencing, special lead/lag logic restraints, extended activity durations, or imposed dates shall be apportioned for the benefit of the Project. Whenever in the Contract Documents Contractor is required to provide a schedule and/or schedule updates, the Contractor shall provide the schedule and updates in electronic format as well as hard copy. Contractor shall be solely responsible for the accuracy, utility and reasonableness of all of its schedules. Owner's acceptance, approval or non-rejection of Contractor's schedules shall not affect Contractor's responsibility for its schedules.

The Contractor and Owner shall use any float on a "first come, first served" basis. The original schedule and updates shall reflect Contractor's and Owner's use of float. Float is not for the exclusive use or benefit of either Owner or Contractor, but it is a jointly owned expiring Project resource available to both parties as needed to meet schedule milestones. For the original schedule and updates, Contractor shall use a critical path network format with the critical paths clearly indicated. Contractor shall use an MS Project, Primavera, or an equivalent or better program. Contractor shall include reports that sort and list the activities in order of increasing float and by early and late start dates. Contractor shall endeavor to label ten to thirty percent (10-30%) of the tasks as critical, but shall not label less than five (5%) or more than fifty (50%) as critical. Contractor shall use calendar days.

If any change in Contractor's method of operations will cause a change in the construction schedule, then Contractor shall submit to Owner, Architect, and any construction manager, a revised construction schedule within seven (7) days of the change.

If, in the Owner's opinion, the Contractor is not prosecuting the Work at a rate sufficient to meet the Work schedule, the Date for Completion, or a Milestone Deadline (as adjusted by change orders) or if the Contractor's actual progress falls behind the Work schedule or it is apparent to Owner or Contractor that Contractor will not meet the Date for Completion, or a Milestone Deadline (as adjusted by change orders), then the Owner may require that the Contractor prepare and submit a recovery plan. Contractor must submit a recovery plan within seven (7) days of a demand for the plan. At a minimum, the recovery plan must include a proposed schedule that shows Completion of the Work by the contractual milestones and within the Contract Time, as adjusted by change orders, or Completion by other dates Owner specifies in the demand for a recovery plan. The recovery plan shall state the corrective actions Contractor will undertake to implement it. The recovery plan shall also list any additional money that Contractor believes it should receive if Owner orders Contractor to fully or partially implement the recovery plan. If the Owner orders Contractor to implement the recovery plan, then Contractor shall do so, but the order shall not constitute an admission by Owner that Contractor is entitled to additional money. To recover additional money, Contractor must comply with General Conditions Articles 4.5, 7 and 8.

All schedules Contractor submits shall be certified as true and correct, as follows:

I, _____ [name of declarant], declare the following:

_____ [Contractor company name] has contracted with _____ [public entity name] for the _____ [name of project] Project. _____ [Contractor company name] authorized me to prepare schedules for _____ [public entity name] for this Project, and I prepared the attached schedule. I am the most knowledgeable person at _____ [contractor company name] regarding the scheduling of this Project.

The attached schedule does not breach the Contract between _____ [contractor company name] and _____ [public entity name] for this Project, does not violate any applicable law, satisfies all provisions of the Contract applicable to submission of the Claim, only contains truthful and accurate as-built and as-planned dates of work on the Project (including supporting data), and is not a false claim.

The attached schedule is submitted in compliance with all laws applicable to submission of a Claim, including, but not limited to, California Penal Code section 72 (Fraudulent Claims), Government Code sections 12650 et seq. (False Claims Act; for example, Government Code section 12651(a)(7)), and Business and Professions Code sections 17200 et seq. (Unfair Business Practices Act). I am aware that submission or certification of false claims, or other Claims that violate law or the Contract, may lead

to fines, imprisonment, and/or other serious legal consequences for myself and/or _____ [contractor company name].

While preparing this declaration and schedule I consulted with others (including attorneys, consultants, or others who work for _____ [contractor company name]) when necessary to ensure that the statements were true and correct.

I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed _____, 20__, at _____, California.

_____
[name of declarant]

### 3.9.2 DSA OVERSIGHT PROCESS

In connection with the DSA Construction Oversight Process, which includes the use of inspection cards and review of changes to the DSA-approved construction documents, the Contractor must (a) include specific tasks in its baseline schedule to take into account these procedures since they are critical path issues; and (b) include a reasonable amount of float in the baseline schedule to accommodate the additional time required by these DSA procedures.

### 3.9.3 FAILURE TO MEET REQUIREMENTS

Failure of the Contractor to provide proper schedules may, at the sole discretion of Owner, constitute either grounds to withhold, in whole or in part, sublease payments to the Contractor, or a breach of contract allowing Owner to terminate the Contract.

## 3.10 DOCUMENTS AND SAMPLES AT THE SITE

The Contractor shall maintain at the Site for the Owner one applicable copy of Titles 19 and 24 and record copy of the Drawings, Specifications, Addenda, Change Orders, and other Modifications, in good order and marked currently to record changes and selections made during construction. In addition, the Contractor shall maintain at the Site approved Shop Drawings, Product Data, Samples, and similar required submittals. These documents shall be available to the Owner and shall be delivered to the Owner, or the Architect for delivery to the Owner upon Completion of the Work.

## 3.11 SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES

### 3.11.1 SUBMITTALS DEFINED

3.11.1.1 ***Shop Drawings.*** The term "shop drawings" as used herein means drawings, diagrams, schedules, and other data, which are prepared by Contractor, Subcontractors, manufacturers, suppliers, or distributors illustrating some portion of the Work, and includes: illustrations; fabrication, erection, layout and setting drawings; manufacturer's standard drawings;

schedules; descriptive literature, instructions, catalogs, and brochures; performance and test data including charts; wiring and control diagrams; and all other drawings and descriptive data pertaining to materials, equipment, piping, duct and conduit systems, and methods of construction as may be required to show that the materials, equipment, or systems and their position conform to the requirements of the Contract Documents. The Contractor shall obtain and submit with the shop drawings all seismic and other calculations and all product data from equipment manufacturers. "Product data" as used herein are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate a material, product, or system for some portion of the Work. As used herein, the term "manufactured" applies to standard units usually mass-produced, and "fabricated" means items specifically assembled or made out of selected materials to meet individual design requirements. Shop drawings shall: establish the actual detail of all manufactured or fabricated items, indicate proper relation to adjoining work, amplify design details of mechanical and electrical systems and equipment in proper relation to physical spaces in the structure, and incorporate minor changes of design or construction to suit actual conditions.

3.11.1.2 ***Samples.*** The term "samples" as used herein are physical examples furnished by Contractor to illustrate materials, equipment, or quality and includes natural materials, fabricated items, equipment, devices, appliances, or parts thereof as called for in the Specifications, and any other samples as may be required by the Owner to determine whether the kind, quality, construction, finish, color, and other characteristics of the materials, etc., proposed by the Contractor conform to the required characteristics of the various parts of the Work. All Work shall be in accordance with the approved samples.

3.11.1.3 ***Contractor's Responsibility.*** Contractor shall obtain and shall submit to Architect all required shop drawings and samples in accordance with Contractor's "Schedule for Submission of Shop Drawings and Samples" provisions in Division 1 of the Specifications and in accordance with the Contractor's original and updated schedules, and with such promptness as to cause no delay in its own Work or in that of any other contractor, Owner or subcontractor but in no event later than ninety (90) days after the execution of the Agreement. Contractor may be assessed $100 a day for each day it is late in submitting a shop drawing or sample. No extensions of time will be granted to Contractor or any Subcontractor because of its failure to have shop drawings and samples submitted in accordance with the Schedule. Each Subcontractor shall submit all shop drawings, samples, and manufacturer's descriptive data for the review of the Owner, the Contractor, and the Architect through the Contractor. By submitting shop drawings, product data, and samples, the Contractor or submitting party (if other than Contractor) represents that it has determined and verified all materials, field measurements, field conditions, catalog numbers, related field construction criteria, and other relevant data in connection with each such submission, and that it has checked, verified, and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents. At the time of submission, any deviation in the shop drawings, product data, or samples from the requirements of the Contract Documents shall be narratively described in a transmittal accompanying the submittal. However, submittals shall not be used as a means of requesting a substitution, the procedure for which is defined in paragraph 3.11.4, "Substitutions." Review by Owner and Architect shall not relieve the Contractor or any Subcontractor from its responsibility in preparing and submitting proper shop drawings in accordance with the Contract Documents. Contractor shall stamp, sign, and date each

submittal indicating its representation that the submittal meets all of the requirements of the Contract Documents. Any submission, which in Owner's or Architect's opinion is incomplete, contains numerous errors, or has been checked only superficially by Contractor, will be returned unreviewed for resubmission by the Contractor.

3.11.1.4 ***Extent of Review.*** In reviewing shop drawings, the Owner will not verify dimensions and field conditions. The Architect will review and approve shop drawings, product data, and samples for aesthetics and for conformance with the design concept of the Work and the information given in the Contract Documents. The Architect's review shall neither be construed as a complete check nor relieve the Contractor, Subcontractor, manufacturer, fabricator, or supplier from responsibility for any deficiency that may exist or from any departures or deviations from the requirements of the Contract Documents unless the Contractor has, in writing, called the Architect's attention to the deviations at the time of submission and the Architect has given specific written approval. The Architect's review shall not relieve the Contractor or Subcontractors from responsibility for errors of any sort in shop drawings or schedules, for proper fitting of the Work, or from the necessity of furnishing any Work required by the Contract Documents, which may not be indicated on shop drawings when reviewed. Contractor and Subcontractors shall be solely responsible for determining any quantities, whether or not shown on the shop drawings.

3.11.2 **DRAWING SUBMISSION PROCEDURE**

3.11.2.1 ***Transmittal Letter and Other Requirements.*** All shop drawings must be properly identified with the name of the Contract and dated, and each lot submitted must be accompanied by a letter of transmittal referring to the name of the Contract and to the Specification section number for identification of each item clearly stating in narrative form, as well as "clouding" on the submissions, all qualifications, departures, or deviations from the Contract Documents, if any. Shop drawings, for each section of the Work, shall be numbered consecutively, and the numbering system shall be retained throughout all revisions. All Subcontractor submissions shall be made through the Contractor. Each drawing shall have a clear space for the stamps of Architect and Contractor. Only shop drawings required to be submitted by the Contract Documents shall be reviewed.

3.11.2.2 ***Copies Required.*** Each submittal shall include one (1) legible, reproducible sepia and five (5) legible prints of each drawing, including fabrication, erection, layout and setting drawings, and such other drawings as required under the various sections of the Specifications until final acceptance thereof is obtained. Subcontractor shall submit copies, in an amount as requested by the Contractor, of: manufacturers' descriptive data for materials, equipment, and fixtures, including catalog sheets showing dimensions, performance, characteristics, and capacities; wiring diagrams and controls; schedules; all seismic calculations and other calculations; and other pertinent information as required.

3.11.2.3 ***Corrections.*** The Contractor shall make any corrections required by Architect and shall resubmit as required by Architect the required number of corrected copies of shop drawings or new samples until approved. Contractor shall direct specific attention in writing or on resubmitted shop drawings to revisions other than the corrections required by the Architect on previous submissions. Professional services required for more than one (1) re-review of required

submittals of shop drawings, product data, or samples are subject to charge to the Contractor pursuant to paragraph 4.4.

3.11.2.4 ***Approval Prior to Commencement of Work.*** No portion of the Work requiring a shop drawing or sample submission shall be commenced until the submission has been reviewed by Owner and approved by Architect unless specifically directed in writing by the Owner. All such portions of the Work shall be in accordance with approved shop drawings and samples.

3.11.3 **SAMPLE SUBMISSIONS PROCEDURE**

3.11.3.1 ***Samples Required.*** In case a considerable range of color, graining, texture, or other characteristics may be anticipated in finished products, a sufficient number of samples of the specified materials shall be furnished by the Contractor to indicate the full range of characteristics, which will be present in the finished products; and products delivered or erected without submittal and approval of full range samples shall be subject to rejection. Except for range samples, and unless otherwise called for in the various sections of the Specifications, samples shall be submitted in duplicate. All samples shall be marked, tagged, or otherwise properly identified with the name of the submitting party, the name of the Contract, the purpose for which the samples are submitted, and the date and shall be accompanied by a letter of transmittal containing similar information, together with the Specification section number for identification of each item. Each tag or sticker shall have clear space for the review stamps of Contractor and Architect.

3.11.3.2 ***Labels and Instructions.*** Samples of materials, which are generally furnished in containers bearing the manufacturers' descriptive labels and printed application instructions, shall, if not submitted in standard containers, be supplied with such labels and application instructions.

3.11.3.3 ***Architect's Review.*** The Architect will review and, if appropriate, approve submissions and will return them to the Contractor with the Architect's stamp and signature applied thereto, indicating the appropriate action in compliance with the Architect's standard procedures.

3.11.3.4 ***Record Drawings and Annotated Specifications.*** The Contractor will prepare and maintain on a current basis an accurate and complete set of Record Drawings showing clearly all changes, revisions, and substitutions during construction, including, without limitation, field changes and the final location of all mechanical equipment, utility lines, ducts, outlets, structural members, walls, partitions, and other significant features, and Annotated Specifications showing clearly all changes, revisions, and substitutions during construction. A copy of such Record Drawings and Annotated Specifications will be delivered to Owner in accordance with the schedule prepared by Contractor. If there is a specification that allows Contractor to elect one of several brands, makes, or types of material or equipment, then the annotations shall show which of the allowable items the Contractor has furnished. The Contractor will update the Record Drawings and Annotated Specifications as often as necessary to keep them current but no less often than weekly. The Record Drawings and Annotated Specifications shall be kept at the Site and available for inspection by the Owner, Inspector of Record and the Architect. On Completion of the Contractor's Work and prior to the Final Sublease Payment, the Contractor will provide one complete set of Record Drawings and Annotated Specifications to the Owner, certifying them to be a complete and accurate reflection of the actual construction conditions of the Work.

3.11.3.5 ***Equipment Manuals.*** Contractor shall obtain and furnish to the Owner three (3) complete sets of manuals containing the manufacturers' instructions for maintenance and operation of each item of equipment and apparatus furnished under the Contract Documents and any additional data specifically requested under the various sections of the Specifications for each division of the Work. The manuals shall be arranged in proper order, indexed, and placed in three-ring binders. At the Completion of its Work, the Contractor shall certify, by endorsement thereon, that each of the manuals is complete, accurate, and covers all of its Work. Prior to the final Sublease Payment, and as a further condition to its approval by the Architect, each Subcontractor shall deliver the manuals, arranged in proper order, indexed, endorsed, and placed in three-ring binders, to the Contractor, who shall assemble these manuals for all divisions of the Work, review them for completeness, and submit them to the Owner through the Architect.

3.11.3.6 ***Owner's Property.*** All shop drawings and samples submitted shall become the Owner's property.

3.11.4 **SUBSTITUTIONS**

3.11.4.1 ***One Product Specified.*** Unless the Specifications state that no substitution is permitted, whenever in the Contract Documents any specific article, device, equipment, product, material, fixture, patented process, form, method, or type of construction is indicated or specified by name, make, trade name, or catalog number, with or without the words "or equal," such specification shall be deemed to be used for the purpose of facilitating description of material, process, or article desired and shall be deemed to be followed by the words "or equal." Contractor may, unless otherwise stated, offer any material, process, or article, which shall be substantially equal or better in every respect to that so indicated or specified and will completely accomplish the purpose of the Contract Documents.

3.11.4.2 ***Two or More Products Specified.*** When two or more acceptable products are specified for an item of the Work, the choice will be up to the Contractor. Contractor shall utilize the same product throughout the Project. If a timely substitution request as set forth in Section 3.11.4.3 is not provided and an "or equal" substitution is requested, then the Owner may consider the substitution if the product specified is no longer commercially available. If the Owner allows the substitution to be proposed pursuant to such an untimely request, then the Contractor will be responsible for the professional fees incurred by the Architect or Architect's consultants in reviewing the proposed substitution, which fees may be withheld from sublease payments.

3.11.4.3 ***Substitution Request Form.*** Requests for substitutions of products, materials, or processes other than those specified must be made on the Substitution Request form available from the Owner. Any Requests submitted after the deadline specified in the Requests for Proposals will not be considered, except as noted in paragraph 3.11.4.2. A Substitution Request must be accompanied by evidence as to whether or not the proposed substitution: is equal in quality and serviceability to the specified item; will entail no changes in detail and construction of related work; will be acceptable in consideration of the required design and artistic effect; will provide no cost disadvantage to Owner; and will require no excessive or more expensive maintenance, including adequacy and availability of replacement parts. The burden of proof of these facts shall be upon the Contractor. The Contractor shall furnish with its request sufficient information to

determine whether the proposed substitution is equivalent including, but not limited to, all drawings, specifications, samples, performance data, calculations, and other information as may be required to assist the Architect and the Owner in determining whether the proposed substitution is acceptable. The final decision shall be the Owner's. The written approval of the Owner, consistent with the procedure for Change Orders, shall be required for the use of a proposed substitute material. Owner may condition its approval of the substitution upon delivery to Owner of an extended warranty or other assurances of adequate performance of the substitution. All risks of delay due to the Division of the State Architect's approval, or the approval of any other governmental agency having jurisdiction, of a requested substitution shall be on the requesting party.

3.11.4.4 ***List of Manufacturers and Products Required.*** The Subcontractor shall prepare and submit to the Contractor within thirty (30) days of execution of the Subcontract comprehensive lists, in quadruplicate, of the manufacturers and products proposed for the Project, including information on materials, equipment, and fixtures required by the Contract Documents, as may be required for Contractor's or Architect's preliminary approval. Approval of such lists of products shall not be construed as a substitute for the shop drawings, manufacturer's descriptive data, and samples, which are required by the Contract Documents, but rather as a base from which more detailed submittals shall be developed for the final review of the Contractor and the Architect.

### 3.11.5 DEFERRED APPROVALS

Deferred approvals shall be submitted and processed pursuant to the requirements of Division 1 of the Specifications. All risks of delay due to the Division of the State Architect's, or any other governmental agency having jurisdiction, approval of a deferred approval shall be on the requesting party.

## 3.12 CUTTING AND PATCHING

### 3.12.1 SCOPE

The Contractor shall be responsible for cutting, fitting, or patching required to Complete the Work or to make its parts fit together properly.

### 3.12.2 CONSENT

The Contractor shall not damage or endanger a portion of the Work or fully or partially Completed construction of the Owner or separate contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Owner or a separate contractor the Contractor's consent to cutting or otherwise altering the Work. All cutting shall be done promptly, and all repairs shall be made as necessary.

### 3.12.3 STRUCTURAL MEMBERS

New or existing structural members and elements, including reinforcing bars and seismic bracing, shall not be cut, bored, or drilled except by written authority of the Architect. Work done contrary to such authority is at the Contractor's risk, subject to replacement at its own expense and without reimbursement under the Contract. Agency approvals shall be obtained by the Architect, not by the Contractor.

### 3.12.4 SUBSEQUENT REMOVAL

Permission to patch any areas or items of the Work shall not constitute a waiver of the Owner's or the Architect's right to require complete removal and replacement of the areas of items of the Work if, in the opinion of the Architect or the Owner, the patching does not satisfactorily restore quality and appearance of the Work or does not otherwise conform to the Contract Documents. Any costs caused by defective or ill-timed cutting or patching shall be borne by the person or entity responsible.

## 3.13 CLEANING UP

### 3.13.1 CONTRACTOR'S RESPONSIBILITY

The Contractor shall keep the Site and surrounding area free from accumulation of waste material or rubbish caused by operations under the Contract. The Site shall be maintained in a neat and orderly condition. All crates, cartons, paper, and other flammable waste materials shall be removed from Work areas and properly disposed of at the end of each day. The Contractor shall continuously remove from and about the Site the waste materials, rubbish, tools, construction equipment, machinery, and materials no longer required for the Work.

### 3.13.2 FAILURE TO CLEANUP

If the Contractor fails to clean up as provided in the Contract Documents, then the Owner may do so, without prior notice to the Contractor and the cost thereof shall be invoiced to the Contractor and withheld from sublease payments. Each Subcontractor shall have the responsibility for the cleanup of its own Work. If the Subcontractor fails to clean up, then the Contractor must do so.

### 3.13.3 CONSTRUCTION BUILDINGS

When directed by the Owner or the Architect, Contractor and Subcontractor shall dismantle temporary structures, if any, and remove from the Site all construction and installation equipment, fences, scaffolding, surplus materials, rubbish, and supplies belonging to Contractor or Subcontractor. If the Contractor does not remove the tools, equipment, machinery, and materials within fifteen (15) days after Completion of its Work, then they shall be deemed abandoned, and the Owner can dispose of them for its own benefit in whatever way it deems appropriate. Contractor shall pay for any costs to dispose of the items.

## 3.14 ACCESS TO WORK

The Contractor shall provide the Owner, the Architect, and the Inspector of Record, access to the Work in preparation and progress wherever located.

## 3.15 ROYALTIES AND PATENTS

### 3.15.1 PAYMENT AND INDEMNITY

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims of infringement of patent rights and shall hold the Owner and the Architect harmless and indemnify them, from loss on account thereof, to the extent not caused by the Owner's active negligence, sole negligence or willful misconduct, and shall not be responsible for such defense or loss when a particular design, process, or product of a particular manufacturer is required by the Contract Documents. However, if the Contractor has reason to believe the required design, process, or product is an infringement of a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Owner and Architect.

### 3.15.2 REVIEW

The review by the Owner or Architect of any method of construction, invention, appliance, process, article, device, or material of any kind shall be for its adequacy for the Work and shall not be an approval for the use by the Contractor in violation of any patent or other rights of any person or entity.

## 3.16 INDEMNIFICATION

### 3.16.1 SCOPE: CONTRACTOR

To the fullest extent permitted by law, the Contractor shall defend, indemnify, and hold harmless the Owner, the Construction Manager, Architect, Architect's consultants, the Inspector of Record, the State of California, and their respective agents, employees, officers, volunteers, Boards of Trustees, members of the Boards of Trustees, and directors ("Indemnitees"), from and against claims, actions, damages, liabilities, losses (including, but not limited to, injury or death of persons, property damage, and compensation owed to other parties), and expenses (including, but not limited to, attorneys' fees and costs including fees of consultants) alleged by third parties against Indemnitees to the extent arising out of or resulting from the breach of contract, negligence or willful misconduct of the Contractor or its Subcontractors or their respective agents, employees, material or equipment suppliers, invitees, or licensees in connection with following: Contractor's, its Subcontractors', or its suppliers' performance of the Work, including, but not limited to, the Contractor's or its Subcontractors' use of the Site in accordance with the Site Lease; the Contractor's or its Subcontractors' construction of the Project, or failure to construct the Project, or any portion thereof; or the use, misuse, erection, maintenance, operation, or failure of any machinery or equipment including, but not limited to, scaffolds, derricks, ladders, hoists, and rigging supports, whether or not such machinery or equipment was furnished, rented, or loaned by any of the Indemnitees. This indemnity shall apply only to the extent caused in whole or in part by the breach of contract, negligent acts or omissions, or willful misconduct of the Contractor, its

Subcontractors, its suppliers, anyone directly or indirectly employed by any of them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or entity described in this paragraph. The obligation to defend, indemnify and hold harmless includes any claims or actions by third parties arising out of or resulting from Labor Code section 2810. Contractor shall have no obligation to defend or indemnify the Indemnitees against claims, actions, damages, liabilities, losses, and expenses caused by the active negligence, sole negligence or willful misconduct of Indemnitees. This indemnification shall apply to all liability, as provided for above, regardless of whether any insurance policies are applicable, and insurance policy limits do not act as a limitation upon the amount of the indemnification to be provided by the Contractor.

3.16.2 **SCOPE: SUBCONTRACTORS**

3.16.2.1 ***Indemnity.*** The Subcontractors shall defend, indemnify, and hold harmless the Indemnitees from and against claims, actions, damages, liabilities, and losses (including, but not limited to, injury or death of persons, property damage, and compensation owed to other parties), and expenses (including, but not limited to, attorneys' fees and costs including fees of consultants) alleged by third parties against Indemnitees arising out of or resulting from breach of contract, negligence or willful misconduct of the Subcontractors or their respective agents, employees, material or equipment suppliers, invitees, or licensees in connection with the following: Subcontractors' performance of the Work, including, but not limited to, the Subcontractors' use of the Site; the Subcontractors' construction of the Project or failure to construct the Project or any portion thereof; the use, misuse, erection, maintenance, operation, or failure of any machinery or equipment, including, but not limited to, scaffolds, derricks, ladders, hoists, and rigging supports, whether or not such machinery or equipment was furnished, rented, or loaned by any of the Indemnitees; or any act, omission, negligence, or willful misconduct of the Subcontractors or their respective agents, employees, material or equipment suppliers, invitees, or licensees but only to the extent caused in whole or in part by the breach of contract or negligent acts or omissions of the Subcontractors, anyone directly or indirectly employed by any of them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or entity described in this paragraph. This obligation to defend, indemnify and hold harmless includes any claims or actions by third parties arising out of or resulting from Labor Code section 2810. Subcontractors shall have no obligation to defend or indemnify the Indemnitees against claims, actions, damages, liabilities, losses, and expenses caused by the active negligence, sole negligence or willful misconduct of Indemnitees. This indemnification shall apply to all liability, as provided for above, regardless of whether any insurance policies are applicable, and insurance policy limits do not act as a limitation upon the amount of the indemnification to be provided by the Subcontractors.

3.16.2.2 ***Joint and Several Liability.*** If more than one Subcontractor is connected with an accident or occurrence covered by this indemnification, then all such Subcontractors shall be jointly and severally responsible to each of the Indemnitees for indemnification, and the ultimate

responsibility among such indemnifying Subcontractors for the loss and expense of any such indemnification shall be resolved without jeopardy to any Indemnitee. The provisions of the indemnity provided for herein shall not be construed to indemnify any Indemnitee for its own negligence if not permitted by law or to eliminate or reduce any other indemnification or right which any Indemnitee has by law or equity.

### 3.16.3 No Limitation

The Contractor's and the Subcontractor's obligation to indemnify and defend the Indemnitees hereunder shall include, without limitation, any and all claims, damages, and costs: for injury to persons and property (including loss of use), and sickness, disease or death of any person; for breach of any warranty, express or implied; for failure of the Contractor or the Subcontractor to comply with any applicable governmental law, rule, regulation, or other requirement; and for products installed in or used in connection with the Work.

## 3.17 OWNER AS INTENDED BENEFICIARY

The Owner is an intended beneficiary of any architectural or engineering work secured by, or performed by, the Contractor to fulfill its obligations under the Contract. Contractor shall state in its contracts with architectural or engineering consultants that their work is for the intended benefit of the Owner.

## 3.18 NOTICE OF EXCUSE FOR NONPERFORMANCE

If Contractor believes that acts or omissions of Owner (including, but not limited to, Owner caused delay) have prevented Contractor from performing the Work as required by the Contract Documents and Contractor intends to rely on Owner's acts or omissions and Civil Code section 1511(1) as reasons to excuse Contractor's nonperformance or to support, among other things, Contractor's requests for time extensions under Section 4.5, below, then Contractor shall provide written notice of the excuse within five (5) days of the Owner's acts or omissions. If Contractor fails to timely submit the written notice, then Contractor shall have waived any right to later rely on the acts or omissions as a defense to Contractor's nonperformance or as the basis for a time extension, regardless of the merits of the defense or time extension, as Contractor will not have satisfied a condition precedent or exhausted administrative remedies. Contractor acknowledges that these written notices are of critical importance to the Owner's management of the Work and Project and the mitigation of costs and delays to the Work and Project.

## 3.19 RECOVERY OF COSTS, DAMAGES, OR TIME EXTENSIONS FROM OWNER

Notwithstanding any other provisions of the Contract Documents, each Party expressly waives its right to recover any special, consequential, or indirect damages from the other in relation to this Contract or the Project. A Party may only recover general (also known as direct) damages from the other to the extent allowed by the Contract Documents.

A Notice of Potential Change, Change Order Request and, if necessary, a Claim (see Sections 4.5, 7.2, and 7.6, below) are the exclusive means for Contractor to preserve its rights to recover

any costs, damages, or time extensions related to the Contract or the Project from Owner, including but not limited to alleged breaches of contract based on extra work, delay, wrongful withholding, or wrongful termination. Contractor's failure to comply with the Contract Documents' procedures for a COR, CO, and Claim (including but not limited to Sections 4.5, 7.2, 7.6, and 7.7, below) may completely waive Contractor's rights to recovery any such costs or damages.

## 3.20 USE OF FEDERAL FUNDS

If federal funds are being used either in whole or in part for this Project (see the Instructions to Bidders), then the Project is subject to, and Contractor must comply with, all applicable federal laws including but not limited to the federal regulations set forth in CFR Title 2, Part 200. Accordingly, Contractor agrees to comply with all such federal requirements, including but not limited to the following:

A. EQUAL EMPLOYMENT OPPORTUNITY. Contractor agrees to comply with and be bound by Title 14, CFR, Section 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," the terms of which are incorporated by reference as though set forth in full herein.

B. DAVIS-BACON ACT. If the Contract Price exceeds $2,000, Contractor agrees to comply with and be bound by, and assist Owner in ensuring compliance with, the Davis-Bacon Act, as applicable. (40 U.S.C. §§ 3141-3144; 3146-3148 as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").) Contractor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. Additionally, Contractor is required to pay wages not less than once a week. Furthermore, pursuant to the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"), Contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT. If the Contract Price exceeds $100,000 that involve the employment of mechanics or laborers, Contractor agrees to comply with and be bound by, and assist Owner in ensuring compliance with, the Contract Work Hours and Safety Standards Act, as applicable. (40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).) Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40

U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT AGREEMENT. For all contracts that meet the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," Contractor agrees to comply with and be bound by, and assist Owner in ensuring compliance with, 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," the provisions of which are incorporated herein by this reference, and any implementing regulations issued by the awarding agency, as applicable.

E. CLEAN AIR AND FEDERAL WATER POLLUTION ACT CONTROL. If the Contract Price exceeds $150,000, Contractor agrees to comply with and be bound by, and assist Owner in ensuring compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Any violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

F. DEBARMENT AND SUSPENSION. Contractor represents and warrants that it is not listed on the government-wide exclusions in the System for Award Management (SAM), and Contractor agrees to comply with and be bound by, and assist Owner in ensuring compliance with, the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

G. BYRD ANTI-LOBBYING AMENDMENT. If the Contract Price exceeds $100,000, Contractor agrees to comply with and be bound by, and assist Owner in ensuring compliance with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352). Contractor shall file the declaration and certification required by 31 U.S.C. § 1352(b).

H. PROCUREMENT OF RECOVERED MATERIALS. Contractor agrees to comply with, and be bound by, and assist Owner in ensuring compliance with, 2 CFR Section 200.323, as applicable.

I. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. Contractor agrees to comply with, and be bound by, and assist Owner in ensuring compliance with, 2 CFR Section 200.216, as applicable.

J. DOMESTIC PREFERENCES FOR PROCUREMENT. Contractor agrees to comply with, and be bound by, and assist Owner in ensuring compliance with, 2 CFR Section 200.322, as applicable. 2 CFR Section 200.322 requires Contractor to provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products), to the greatest extent practicable.

K. CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS. Contractor agrees to comply with, and be bound by, and assist Owner in ensuring compliance with, 2 CFR Section 200.321, as applicable. 2 CFR Section 200.321 requires Contractor to take the affirmative steps listed in 2 CFR Section 200.321 paragraphs (b)(1) through (5) to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

L. SAFETY AND HEALTH STANDARDS. As required by 34 CFR 75.609, Contractor agrees to comply with and be bound by, and assist Owner in ensuring compliance with, the standards under the Federal Occupational Safety and Health Act of 1970 (29 U.S.C.A., Section 651 et seq.) and State and local codes to the extent that they are more stringent.

M. ENERGY CONSERVATION. As required by 34 CFR 75.616, Contractor agrees to construct facilities to maximize the efficient use of energy and to comply with and be bound by, and assist OWNER in ensuring compliance with, the following standards of the American Society of Heating, Refrigerating, and Air Conditioning Engineers (ASHRAE) set forth in 34 CFR 75.616. Contractor shall also comply with and be bound by, and assist Owner in ensuring compliance with, the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plans issued in compliance with the Energy Policy and Conservation Act (Pub. L 94-163, 89 Stat. 871).

N. If any provision is required by federal law, or by the federal grant program funding such project, to be included in the Contract Documents, such provisions shall be deemed by the parties to have been included.

## ARTICLE 4
## ADMINISTRATION OF THE CONTRACT

### 4.1 ARCHITECT

#### 4.1.1 DEFINITION

The Architect is the person lawfully licensed to practice architecture or an entity lawfully practicing architecture identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The term "Architect" means the Architect or the Architect's authorized representative, and shall also refer to all consultants under the Architect's direction and control.

#### 4.1.2 MODIFICATION

To the extent the Contract Documents indicate that Owner has assigned duties or responsibilities to the Architect, Owner reserves the right at all times to reassign such duties or responsibilities to different Owner representatives.

### 4.1.3 TERMINATION

In the case of the termination of the Architect, the Owner may appoint an architect or another construction professional or may perform such functions with its own licensed professional personnel. The status of the replacement Architect under the Contract Documents shall be that of the former architect.

## 4.2 ARCHITECT'S ADMINISTRATION OF THE CONTRACT

### 4.2.1 STATUS

The Architect will provide administration of the Contract and may be one of several of Owner's representatives during construction, through the Lease Term, and during the one (1) year period following the commencement of any warranties. The Architect will advise and consult with the Owner. The Architect will have authority to act on behalf of the Owner only to the extent set forth in the Owner/Architect agreement. The Architect will have all responsibilities and power established by law, including California Code of Regulations, Title 24, to the extent set forth in the Owner/Architect agreement.

### 4.2.2 SITE VISITS

The Architect will visit the Site at intervals necessary in the judgment of the Architect or as otherwise agreed by the Owner and the Architect in writing to become generally familiar with the progress and quality of the Completed Work and to determine in general if the Work is being performed in a manner indicating that the Work, when completed, will be in accordance with the Contract Documents.

### 4.2.3 LIMITATIONS OF CONSTRUCTION RESPONSIBILITY

The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract Documents, or by tests, inspections, or approvals required or performed by persons other than the Contractor.

### 4.2.4 COMMUNICATIONS FACILITATING CONTRACT ADMINISTRATION

The Owner and the Contractor shall communicate through the Architect, unless there is a construction manager for the Project or the Owner directs otherwise. Communications between Owner and Subcontractors or material or equipment suppliers shall be through the Contractor.

4.2.5 [Not Used]

### 4.2.6 REJECTION OF WORK

The Architect, Inspector of Record, any construction manager and others may recommend to the Owner that the Owner reject Work which does not conform to the Contract Documents or that the Owner require additional inspection or testing of the Work in accordance with paragraph 13.5.5, whether or not the Work is fabricated, installed, or completed. However, no recommendation shall create a duty or responsibility to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons performing portions of the Work.

### 4.2.7 CHANGE ORDERS

The Architect may prepare change orders and construction change directives and may authorize minor changes in the Work.

### 4.2.8 WARRANTIES UPON COMPLETION

The Architect in conjunction with the Inspector of Record, or as otherwise directed by Owner, will conduct field reviews of the Work to determine the date of Completion, shall receive and forward to the Owner for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor. The handling by the Architect of such warranties, maintenance manuals, or similar documents shall not diminish or transfer to the Architect any responsibilities or liabilities required by the Contract Documents of the Contractor or other entities, parties, or persons performing or supplying the Work.

Except as may be otherwise directed by Owner, the Architect will conduct a field review of the Contractor's work pursuant to Section 9.7.1, below, for development of a punch list and one (1) follow-up field review if required. The cost incurred by the Owner for further field reviews or the preparation of further punch lists by the Architect shall be invoiced to the Contractor and withheld from sublease payments.

### 4.2.9 INTERPRETATION

The Architect, Inspector of Record, any construction manager, the Owner or any independent consultant of Owner, as Owner deems appropriate, will interpret and decide matters concerning performance under and requirements of the Contract Documents on written request of the Contractor. The Owner's response to such requests will be made with reasonable promptness, while allowing sufficient time to permit adequate review and evaluation of the request.

### 4.2.10 ADDITIONAL INSTRUCTIONS

4.2.10.1 ***Architect's Interpretations and Decisions.*** Interpretations and decisions of the Architect will be consistent with the intent of and reasonably inferable from the Contract Documents and will be in writing or in the form of drawings. When making such interpretations of and decisions regarding the Contract Documents, the Architect will endeavor to secure faithful performance under the Contract Documents by both the Owner and the Contractor and will not

show partiality to either. The Work shall be executed in conformity with, and the Contractor shall do no work without, approved drawings, Architect's clarifying instructions, and/or submittals.

4.2.10.2 ***Typical Parts and Sections.*** Whenever typical parts or sections of the Work are completely detailed on the Drawings, and other parts or sections which are essentially of the same construction are shown in outline only, the complete details shall apply to the Work which is shown in outline.

4.2.10.3 ***Dimensions.*** Dimensions of Work shall not be determined by scale or rule. Figured dimensions shall be followed at all times. If figured dimensions are lacking on Drawings, then Architect shall supply them on request. The Owner's decisions on matters relating to aesthetic effect will be final if consistent with the Contract Documents.

## 4.3 INSPECTOR OF RECORD

### 4.3.1 GENERAL

One or more Project inspectors ("Inspector of Record") employed by the Owner and approved by the Division of the State Architect will be assigned to the Work in accordance with the requirements of Title 24 of the California Code of Regulations. The Inspector of Record's duties will be as specifically defined in Title 24.

### 4.3.2 INSPECTOR OF RECORD'S DUTIES

All Work shall be under the observation of or with the knowledge of the Inspector of Record. The Inspector of Record shall have free access to any or all parts of the Work at any time. The Contractor shall furnish the Inspector of Record such information as may be necessary to keep the Inspector of Record fully informed regarding progress and manner of work and character of materials. Such observations shall not, in any way, relieve the Contractor from responsibility for full compliance with all terms and conditions of the Contract, or be construed to lessen to any degree the Contractor's responsibility for providing efficient and capable superintendence. The Inspector of Record is not authorized to make changes in the drawings or specifications nor shall the Inspector of Record's approval of the Work and methods relieve the Contractor of responsibility for the correction of subsequently discovered defects, or from its obligation to comply with the Contract Documents.

### 4.3.3 INSPECTOR OF RECORD'S AUTHORITY TO REJECT OR STOP WORK

The Inspector of Record shall have the authority to reject work that does not comply with the provisions of the Contract Documents. In addition, the Inspector of Record may stop any work which poses a probable risk of harm to persons or property. The Contractor shall instruct its employees, Subcontractors, material and equipment suppliers, etc., accordingly. The absence of any Stop Work order or rejection of any portion of the Work shall not relieve the Contractor from any of its obligations pursuant to the Contract Documents.

### 4.3.4 INSPECTOR OF RECORD'S FACILITIES

Within seven (7) days after notice to proceed, the Contractor shall provide the Inspector of Record with temporary facilities.

## 4.4 RESPONSIBILITY FOR ADDITIONAL CHARGES INCURRED BY THE OWNER FOR PROFESSIONAL SERVICES

If at any time prior to the Completion of the requirements under the Contract Documents, through no fault of its own, the Owner is required to provide or secure additional professional services for any reason by the negligence or willful misconduct of the Contractor, then the Contractor shall be invoiced by the Owner for any actual costs incurred for any such additional services, which costs may, among other remedies, be withheld from the sublease payments. Such invoicing shall be independent from any other Owner remedies, including but not limited to liquidated damages; ***except that*** to the extent that such additional services constitute Owner's delay damages under Public Contract Code section 7203, Owner may not recover them or invoice Contractor for them. If sublease payments then or thereafter due to the Contractor are not sufficient to cover such amounts, then the Contractor shall pay the difference to the Owner. Additional services shall include, but shall not be limited to, the following:

A. Services made necessary by the default of the Contractor.

B. Services made necessary due to the defects or deficiencies in the Work of the Contractor.

C. Services required by failure of the Contractor to perform according to any provision of the Contract Documents.

D. Services in connection with evaluating substitutions of products, materials, equipment, Subcontractors proposed by the Contractor, and making subsequent revisions to drawings, specifications, and providing other documentation required (except for the situation where the specified item is no longer manufactured or available).

E. Services for evaluating and processing Claims submitted by the Contractor in connection with the Work outside the established Change Order process.

F. Services required by the failure of the Contractor to prosecute the Work in a timely manner in compliance within the specified time for Completion.

G. Services in conjunction with the testing, adjusting, balancing and start-up of equipment other than the normal amount customarily associated for the type of Work involved.

H. Services in conjunction with more than one (1) re-review of required submittals of shop drawings, product data, and samples.

## 4.5 NOTICES OF POTENTIAL CHANGE, CHANGE ORDER REQUESTS, AND CLAIMS

If the Contractor identifies the potential for extra work, delay in the critical path schedule, or the need for additional money or time, or if the Contractor requests additional money or time on any grounds, or if the Contractor believes that Owner has failed to pay amounts due or otherwise breached the Contract, or otherwise believes that it is entitled to a modification of the Contract terms and conditions, then Contractor shall follow the procedures in this Section 4.5 and Article 7, otherwise Contractor shall have waived its rights to pursue those issues and any later attempts to recover money or obtain a modification shall be barred. Contractor specifically acknowledges the Owner's and public's interest in, and need to know of, potential changes and disputes as early as possible so Owner can investigate, mitigate and resolve adverse cost and time impacts, if any. It is Contractor's obligation to know and comply with the requirements of the Contract Documents, including but not limited to Section 4.5 and Articles 7 and 8, and Owner has no obligation to notify Contractor of any failure to comply with those requirements.

### 4.5.1 NOTICE OF POTENTIAL CHANGE

Contractor shall submit a written Notice of Potential Change for extra work, critical path delay, or additional money or time. Contractor shall submit written Notices of Potential Change to Owner within five (5) days of the earlier of (a) Contractor becoming aware of the issue creating a potential change, or (ii) the date by which Contractor should have become aware of the issue creating a potential change; unless the issues are, or may soon be, adversely affecting the costs or critical path of the Work, in which case the Contractor must submit the written notice without delay so the Owner may take immediate action to mitigate cost and schedule impacts of the change, if any. The written notice shall explain the nature of the potential change so the Owner may take action to mitigate costs and schedule impacts, if necessary.

When submitting a written Notice of Potential Change based on extra work, Contractor shall not perform the extra work until directed in writing to do so by Owner. When submitting a written Notice of Potential Change for an issue of critical path delay, Contractor shall proactively mitigate the effects of the alleged delay as much as reasonably possible so as to minimize any impact to the schedule, until otherwise directed by Owner. If Contractor intends to rely on Owner's acts or omissions in support of a request for a time extension, then Contractor must also provide the notice set forth in Section 3.18, above.

Failure to timely submit a written Notice of Potential Change shall constitute a complete waiver by Contractor of any right to later submit a change order request or pursue a Claim on that issue, or to later pursue any additional money or time extensions in any manner related to that issue, regardless of the merits, as Contractor will not have satisfied a condition precedent or exhausted administrative remedies. Contractor acknowledges that these written notices are of critical importance to the Owner's Work and Project management and the mitigation of Work and Project costs and delays.

### 4.5.2 CHANGE ORDERS REQUESTS

If, after submitting a written Notice of Potential Change pursuant to Section 4.5.1, Contractor continues to believes that it is entitled to additional money or time (including, but not limited to, grant of a time extension; payment of money or damages arising from work done by, or on behalf of, the Contractor, payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to; or an amount the payment of which is disputed by the Owner) based on an issue, then Contractor shall submit a Change Order Request ("COR"; see Section 7.6.1) to Owner within twenty (20) days of the earlier of (i) Contractor becoming aware of the issue creating a potential change, or (ii) the date by which Contractor should have become aware of the issue creating a potential change. A rejection at any time or a lack of a rejection by Owner of a Notice of Potential Change does not affect the timeline for submitting a COR.

Failure to timely submit a COR related to an issue, or failure to comply with any of the COR requirements in the Contract, shall constitute a complete waiver by Contractor of any right to later submit a COR or Claim on that issue, or to later pursue any additional money or time in any manner related to that issue, regardless of the merits, as Contractor will not have satisfied a condition precedent or exhausted administrative remedies.

The COR shall state the grounds for the additional money or time requested and the amount of money or time requested, and Contractor shall include all information and documentation supporting the COR, including but not limited to calculations and analysis that demonstrate that the requested money or time is allowed by the applicable contract provisions and law. For any money or time other than the money and time specifically requested in the COR, Contractor will have completely waived its rights to recover such additional money or time (Contractor will not have satisfied a condition precedent or exhausted administrative remedies). If the COR requests money, then the COR must explain how the requested amounts were calculated. If the COR requests time, then the COR must identify the number of days of time being requested, establish that the days of delay are excusable (see Section 8.4.1), and include some critical path schedule analysis to support the number of days requested. Contractor may not reserve its rights, whether in a COR or other document, to submit a COR at a later time or in a manner other than as required by the Contract Documents. Any inclusion of a reservation of rights in a COR shall be grounds for rejection of the COR.

In the event that costs or delay are continuing to accrue at the time that a COR is required to be submitted, Contractor must still timely submit the COR with all available information and documentation supporting the COR as described above, and Contractor shall identify the costs or delay that are continuing. For continuing costs, the COR must include an estimate of when the extra work is expected to conclude and the total costs that will be incurred by the time that the extra work is expected to conclude. For continuing delay, the COR must include a schedule and delay analysis of when Contractor estimates that the delay will cease, what the final time extension request is estimated to be, and an estimate of the total of delay damages, if any, that will be requested. When the continuing cost or delay ends, within ten (10) days Contractor shall submit an updated COR that states the final dollar amount and/or time extension requested and that includes all required information and documentation. Failure to submit such final COR shall act as a waiver as described above.

Contractor shall certify each COR that it submits, including the initial COR and final COR for a continuing cost or delay, using the form set forth in Section 4.5.5.1, except that every reference to "Claim" shall be changed to "COR." If a COR is submitted without certification, a certification can still be submitted within the timelines set forth in the first paragraph of Section 4.5.2. If the COR is not timely certified, Contractor will have completely waived its rights to any money or time for that issue. Contractor will not have satisfied a condition precedent or exhausted administrative remedies. A certification of an initial COR for a continuing cost or delay shall include a statement that "Any estimates in the attached initial COR for a continuing cost or delay are based on true and correct facts and reasonable assumptions, as explained in the initial COR."

The Owner may accept the entire COR, accept part of the COR and reject the remainder, reject the entire COR, or request additional information. If the Owner does not respond within thirty (30) days of submission of the COR by accepting the entire COR, accepting part of the COR and rejecting the remainder, or requesting additional information, the entire COR shall be deemed rejected as of the thirtieth (30th) day. In the case of continuing costs or delay, the 30-day deadline in the previous sentence shall not apply to the initial COR; it will only apply to the final COR (see above). If the Owner requests additional information within thirty (30) days of submission, then the Contractor shall submit the information within fifteen (15) days of the date of the request and the Owner shall have fifteen (15) days after the receipt of the additional information to accept or reject (in whole or in part) the COR. If the Contractor fails to submit the information within fifteen (15) days, then the COR shall be deemed rejected. If the Owner fails to respond within fifteen (15) days after the submission of additional information, the entire COR shall be deemed rejected as of the fifteenth (15th) day.

### 4.5.3 DEFINITION OF CLAIM

A "Claim" is a separate demand by the Contractor sent by registered mail or certified mail for (a) a time extension, including, without limitation, a request for relief from damages or penalties for delay assessed by Owner under the Contract Documents, (b) payment by Owner of money or damages arising from work done by, or on behalf of, the Contractor pursuant to the Contract Documents, and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to (including but not limited to a claim for damages based on misleading or incomplete plans or specifications), or (c) an amount the payment of which is disputed by the Owner. A claim includes any claim within the scope of Public Contract Code sections 9204 or 20104 et seq., and any alleged violation of a prompt payment statute. Resubmittal in any manner of a COR which was previously rejected under Section 4.5.2 constitutes a Claim, whether the COR was rejected in whole or in part, and whether the COR was rejected expressly or deemed rejected by Owner inaction. A Claim includes any dispute Contractor may have with the Owner, including one which does not require a Notice of Potential Change or COR under Sections 4.5.1 and 4.5.2, and including any alleged breach of contract or violation of law by the Owner (such as wrongful withholding of a payment by the Owner or wrongful termination by the Owner). A Claim under this Article 4.5 shall also constitute a claim for purposes of the California False Claims Act. If there is a conflict between a Claims provision in Division 1 of the Specifications and Section 4.5, then Section 4.5 shall take precedence.

The Notice of Potential Change and COR procedures above are less formal procedures which precede the more formal Claim. A Notice of Potential Change does not constitute a Claim. A COR does not constitute a Claim; **except that** if insufficient time remains before the Claim deadline (see Article 4.5.4) for Contractor to submit a COR and for Owner to process and reject the COR under Article 4.5.2, then either (1) Contractor may submit a COR which Owner shall treat as a Claim, but only if the COR complies with all requirements in this Article 4.5 and Article 7 for COR's and Claims, or (2) a COR is not required so long as a Claim complying with this Article 4.5 is timely submitted.

"Claim" does not include vouchers, invoices, sublease payment submissions, or other routine or authorized forms of requests for sublease payments on the Contract; however, those documents remain "claims" for purposes of the California False Claims Act. "Claim" does not include a Government Code Claim. ("Government Code Claim" means a claim under Government Code sections 900 et seq. and 910 et seq.)

### 4.5.4 TIME FOR SUBMITTING CLAIM; WAIVER

Contractor shall submit a Claim to the Owner's construction manager (or in the absence of a construction manager, to Architect) and Owner within the earlier of (a) fifteen (15) days after Owner's rejection of a COR in whole or in part, or (b) fifteen (15) days after a COR being deemed rejected, pursuant to Section 4.5.2 above. If the Claim is not based on an issue for which a COR would be required (such as wrongful withholding by the Owner), then Contractor shall submit the Claim within fifteen (15) days after the date on which Contractor knew, or should have known, about the issue on which the Claim is based. If a Claim has not been submitted as of the date that the Contractor Completes the Work and submittal of the Claim was not yet required under the Contract Documents, then the Claim shall be submitted within seven (7) days of Completion of the Work; and such Claim shall not be barred due to lack of a Notice of Potential Change or COR if the deadline for the Notice of Potential Change or COR was after Completion of the Work.

In addition, within seven (7) days of Completion of the Work, Contractor shall submit to Owner, in writing, a list and summary of all Claims for money or time extensions under or arising out of this Contract which were timely filed, which were fully compliant with the Contract's requirements for Claims, and which the Contractor wishes to pursue in whole or in part. This Claim summary requirement shall not extend the time for submitting a Claim.

Failure to timely submit a Claim or Claim summary, failure to include a Claim in the Claim summary, or failure to comply with any of the Claim requirements in the Contract, including, but not limited to, this Article 4, will act as a complete waiver of Contractor's rights to (a) recover money or time on the issues for which a Claim was required, (b) submit a Government Code Claim for the money or time (see Section 4.5.6.4), and (c) initiate any action, proceeding or litigation for the money or time, regardless of the merits, as Contractor will not have satisfied a condition precedent or exhausted administrative remedies. Owner does not have an obligation to reject the Claim for a failure to comply with any of the Claim requirements in the Contract, including the lack of certification, and any failure by Owner to reject, or any delay in rejecting, a Claim on that basis does not waive the Owner's right to reject the Claim on that basis at a later time. In no event may the Contractor reserve its rights to assert a Claim for a time extension or additional money

beyond the timelines set forth in this provision unless the Owner agrees in writing to allow the reservation.

4.5.5 **CONTENT OF CLAIM**

4.5.5.1 ***Claim Format; Waiver.*** Every Claim shall be in writing. All money or time extensions sought must be stated and itemized in the Claim at the time submitted. The responsibility to substantiate Claims shall rest with the Contractor, and the Contractor shall furnish reasonable documentation to support each Claim.

In addition, the Contractor shall include a certification with each and every Claim at the time of submission, as follows:

I, _____ [name of declarant], declare the following:

_____ [Contractor company name] has contracted with _____ [public entity name] for the _____ [name of project] Project. _____ [Contractor company name]) authorized me to prepare the attached Claim for money and/or time extension) for _____ [public entity name] regarding this Project (dated _____, 20__, entitled _____, and requesting $_____ and/or ___ additional days), and I prepared the attached Claim. I am the most knowledgeable person at _____ [contractor company name] regarding this Claim.

The attached Claim complies with all laws applicable to submission of a Claim, including, but not limited to, California Penal Code section 72, Government Code sections 12650 et seq. (False Claims Act), and Business and Professions Code sections 17200 et seq. (Unfair Business Practices Act). I am aware that submission or certification of false claims, or other claims that violate law or the Contract, may lead to fines, imprisonment, and/or other serious legal consequences for myself or [contractor company name].

The attached Claim does not breach the Contract between _____ [contractor company name] and _____ [public entity name] for this Project, is not a false claim, does not violate any applicable law, satisfies all provisions of the Contract applicable to submission of the Claim, only contains truthful and accurate supporting data, and only requests money and/or time extensions that accurately reflect the adjustments to money and time for which I believe that _____ [public entity name] is responsible under its Contract with _____ [contractor company name].

While preparing this declaration and Claim I consulted with others (including attorneys, consultants, or others who work for _____ [Contractor company name]) when necessary to ensure that the statements were true and correct.

Contractor understands and agrees that any Claim submitted without this certification does not meet the terms of the Contract Documents; that Owner, or Owner's representatives, may reject the Claim on that basis; and that unless Contractor properly and timely files the Claim with the certification, Contractor cannot further pursue the Claim in any forum and all rights to additional money or time for the issues covered by the Claim are waived due to a condition precedent not having been satisfied.

I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed _____, 2___, at _____, California.

_____

_____ [name of declarant]

Contractor's failure to timely submit a certification will constitute a complete waiver of Contractor's rights to (a) recover money or time on the issues for which a Claim was required, (b) submit a Government Code Claim (see Section 4.5.6.4) for the money or time, and (c) initiate any action, proceeding or litigation for the money or time, as Contractor will not have satisfied a condition precedent or exhausted administrative remedies.

4.5.5.2 ***Claims for Additional Money.*** Each Claim for additional money (including but not limited to those described in (b) and (c) of the first paragraph of Section 4.5.3) must include all facts supporting the Claim, including but not limited to all supporting documentation plus a written analysis as to (a) why the claimed cost was incurred, (b) why Contractor could not mitigate its costs, (c) why the claimed cost is the responsibility of the Owner, and (d) why the claimed cost is a reasonable amount. In no event will the Contractor be allowed to reserve its rights, whether in a Claim or other document, to assert a Claim for money at a later time or in a manner other than as required by the Contract Documents. Any inclusion of a reservation of rights in a Claim shall be grounds for rejection of the Claim. Any costs, direct or indirect, not timely asserted in a certified Claim shall be waived. A Claim may not include any costs incurred in preparation of the Claim or in preparation of any underlying COR, including but not limited to costs of delay analysis.

4.5.5.3 ***Claims for Additional Time.***

4.5.5.3.1 ***Notice of Extent of Claim.*** If the Contractor wishes to make a Claim for an increase in the Contract Time (including but not limited to Section 4.5.3(a)), the Claim shall include, but not be limited to, all facts supporting the Claim, all documentation of such facts, all information required by the Contract Documents, all information establishing entitlement to a time extension pursuant to Section 8.4.1 below, a current and certified schedule (see Section 3.9.1, above), and a delay analysis explaining (a) the nature of the delay, (b) the Owner's responsibility for the claimed delay, (c) the claimed delay's impact on the critical path, (d) the claimed delay's impact on the date of Completion (including an analysis of any float still remaining and whether the alleged delay in work exceeds such remaining float), and (e) why Contractor could not mitigate the delay impacts. Failure to include an updated and certified schedule, or a delay analysis, in a Claim seeking a time extension will act as a complete waiver of Contractor's rights to (i) recover money or time based on the issues addressed by the Claim, (ii) submit a Government Code Claim for the requested money or time (see Section 4.5.6.4), and (iii) initiate any action, proceeding or

litigation for the requested money or time, regardless of the merits; Contractor will not have satisfied a condition precedent or exhausted administrative remedies.

In no event will the Contractor be allowed to reserve its rights, whether in a Claim or other document, to assert a Claim for a time extension at a later time or in a manner other than as required by the Contract Documents. Any inclusion of a reservation of rights in a Claim shall be grounds for rejection of the Claim. Any time extension not timely asserted in a certified Claim shall be waived.

4.5.5.3.2 ***Unusual and Uncommon Weather Claims.*** If unusual and uncommon weather is the basis for a Claim for additional time, Contractor's delay analysis (see Section 4.5.5.3.1, above) must also provide Owner data and facts showing that the weather conditions were unusual and uncommon for the period of time, could not have been reasonably anticipated or mitigated, had an adverse effect on the critical path of the scheduled construction, and meet all other Contract requirements for a time extension (including but not limited to Section 8.4.1, below).

4.5.5.4 ***Subcontractor Requests for Money or Time*** A Subcontractor or supplier to Contractor may not submit a request for additional time or money directly to the Owner due to its lack of contractual privity with Owner. If a Subcontractor or supplier submits to Contractor a request for additional money or time based on an alleged breach of the subcontract or supplier contract by Contractor, Contractor may elect to seek money or time from Owner based on that request of the Subcontractor or supplier.

For any such request to Owner by Contractor, Contractor must comply with the requirements and prerequisites in the Contract Documents for requests to the Owner for money or time (including but not limited to Section 4.5 of the General Conditions regarding Notices of Potential Change, Change Order Requests ["CORs"], Claims, and certifications) and with Public Contract Code section 9204(d)(5). Any such COR or Claim by Contractor must include Contractor's certification (see General Conditions §§4.5.2 and 4.5.5.1), a complete copy of the Subcontractor's or supplier's request for money or time (including all documents submitted by the Subcontractor or supplier), and any other necessary supporting documentation. Any such COR or Claim by Contractor must include (a) Contractor's detailed analysis of the merit of Subcontractor's or supplier's request to the Contractor, including (i) analysis of Contractor's alleged breaches of the subcontract or supplier contract that allegedly caused the Subcontractor or supplier to incur damages or delay, and (ii) analysis of all of Contractor's defenses to the request for money or time by the Subcontractor or supplier; and (b) Contractor's detailed analysis of the Owner's liability to Contractor for any money or time that Contractor owes, or may later be determined to owe, to Subcontractor or supplier (including but not limited to how Owner's alleged breaches of the Contract Documents caused Contractor to breach the subcontract or supplier contract). In any such COR or Claim, Contractor may deny that it is liable to the Subcontractor or supplier for some or all of the requested money or time, or it may assert that it is merely submitting the COR or Claim to Owner on behalf of the Subcontractor or supplier; but doing one or the other would not excuse Contractor from complying with the above requirements for its request to the Owner.

Any failure by Contractor to timely comply with this Section 4.5.5.4 (including a failure to timely submit a Notice of Potential Change, COR, Claim, certifications, or detailed analysis) shall act as a complete waiver of Contractor's rights to (a) recover money or time from Owner based on any money or time that Contractor owes, or may later be determined to owe, to the Subcontractor or supplier, (b) submit a Government Code Claim to Owner for the money or time requested by the Subcontractor or supplier (see Section 4.5.6.3), and (c) initiate any action, proceeding or litigation against Owner for any money or time that Contractor owes, or may later be determined to owe, to the Subcontractor or supplier. Contractor will not have satisfied a condition precedent or exhausted administrative remedies.

### 4.5.6 PROCEDURES FOR CLAIMS (PUBLIC CONTRACT CODE SECTIONS 9204 AND 20104 ET SEQ.)

Claims are subject to this section 4.5.6, the separate procedures and substantive provisions of Sections 4.5.1 through 4.5.5, all other applicable provisions in the Contract Documents, and Public Contract Code section 9204. For claims that are $375,000 or less, the provisions of Public Contract Code section 20104 et seq. also apply, to the extent they do not conflict with Public Contract Code section 9204.

4.5.6.1 ***Claims.*** Owner shall conduct a reasonable review of the Claim and shall respond in writing to any written Claim within 45 days of receipt of the Claim. During that 45 day period, plus any extension, Owner may request in writing additional documentation supporting the Claim or relating to defenses to the Claim the Owner may have against the Contractor. Owner shall review any additional documentation Contractor supplies in response to that request within the 45 day period plus any extension timeline.

After receipt of a Claim the 45-day period may be extended by Owner and Contractor. The written response shall identify which portion of the Claim is disputed and what portion is undisputed. If Owner needs approval from its governing board to provide the written response, and the governing board does not meet within the 45 days or any extended period of time, then the Owner shall have up to three days after the next publicly noticed meeting of the governing board to provide the written response. Any payment due on an undisputed portion of the Claim shall be processed and made within sixty (60) days after the Owner issues the written response. Owner's failure to respond to a Claim within the above time periods or to otherwise meet the above time requirements shall result in the Claim being deemed rejected in its entirety.

4.5.6.2 ***Meet and Confer.*** If the Contractor disputes the Owner's written response, or the Owner fails to respond within the time prescribed, then the Contractor may so notify the Owner, in writing, either within 15 days of receipt of the Owner's response or within 15 days of the Owner's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a written demand received through registered mail or certified mail, the Owner shall schedule a meet and confer conference for settlement of the dispute, which shall take place within 30 days of the demand. Upon written agreement of the Owner and Contractor, the conference may take place during regularly scheduled Project meetings. The informal conference is not a mediation since there is no neutral person facilitating communication to assist the parties to reach agreement; therefore, the provisions of Evidence Code sections 1115-1128 shall not apply to any portion of the informal

conference (including but not limited to any documents provided or shown, or statements of fact or opinion made, by a party) unless the parties expressly agree in writing to their application. Any offer of compromise at an informal conference shall not be admissible to prove liability, as provided in Evidence Code section 1152, but this statute's prohibition of admissibility shall not apply to other statements before or at the informal conference, or in any document prepared for or exchanged at the informal conference.

If Contractor fails to timely notify the Owner that it wishes to meet and confer pursuant to the previous paragraph, then Contractor will have waived all rights to (a) recover money or time on the issues for which a Claim was required, (b) submit a Government Code Claim (see Section 4.5.6.3) for such money or time, and (c) initiate any action, proceeding or litigation for such money or time, as Contractor will not have satisfied a condition precedent or exhausted administrative remedies.

Within ten (10) business days after the conclusion of the meet and confer conference, the Owner shall give a written statement to the Contractor identifying the portion of the Claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the Claim shall processed and made within sixty (60) days after the Owner issues the written statement. Any disputed portion of the Claim shall be submitted to non-binding mediation (which may consist of any nonbinding process, including but not limited to neutral evaluation or a dispute review board), with the Owner and Contractor sharing the costs equally. The Owner and Contractor shall agree to a mediator within ten (10) business days after the written statement; and if they cannot agree upon a mediator, then each shall select a mediator and those two mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the Claim (each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator). The parties may mutually waive the requirement for mediation in writing. If the Contractor fails to timely notify the Owner in writing that it wishes to mediate pursuant to this paragraph, then the Contractor will have waived all right to further pursue the Claim pursuant to section 4.5.4. The parties shall reasonably cooperate to schedule and attend a mediation as soon as reasonably possible. Failure by the Owner to respond to a Claim within the above time periods or to otherwise meet the above time requirements shall result in the Claim being deemed rejected in its entirety.

4.5.6.3 ***Government Code Claim.*** If the Claim or any portion remains in dispute after the mediation and Contractor wishes to pursue it, then the Contractor **must** file a timely and proper Government Code Claim. The filing of a Government Code Claim is specifically required in addition to all contractual procedures described in Sections 4.5 through 4.5.6.2. The above contractual procedures do not act as a substitute for the Government Code Claim process, and the two sets of procedures shall be sequential with the contractual procedures coming first.

Failure to timely file a Government Code Claim shall act as complete waiver of Contractor's rights to (a) recover money or time on the issues for which a Government Code Claim was required, and (b) initiate any action, proceeding or litigation for such money or time, as Contractor will not have satisfied a condition precedent or exhausted administrative remedies.

Owner and Contractor shall proceed with the Government Code Claim according to Government Code, Section 900 et seq., and as otherwise permitted by law. For purposes of the applicable Government Code provisions, and as provided in Public Contract Code section 20104.2(e), the running of the time period within which a Contractor must file a Government Code Claim shall be tolled from the time the Contractor submits a written Claim under Article 4.5 until the time that the Claim is denied, in whole or in part, as a result of the meet and confer process in Section 4.5.6.2, including any period of time utilized by the meet and confer process.

### 4.5.7 CONTINUING CONTRACT PERFORMANCE

Despite Contractor's submission of, or Owner's rejection of, a Notice of Potential Change, COR, Claim, or Government Code Claim based on alleged breaches of the Contract by Owner, the Contractor shall proceed diligently with performance of the Contract as directed by Owner, and the Owner shall continue to make any undisputed payments in accordance with the Contract. Contractor acknowledges that Completion of the Work is a high priority for both Owner and Contractor as failure to Complete the Work would most likely cause each of them to incur much greater costs and damages than would be incurred if the Work were Completed. If Contractor believes that Owner has breached the Contract and that such breach is preventing or delaying Contractor's performance as directed by Owner, then Contractor must submit notice as required by Section 3.18, above.

### 4.5.8. CLAIMS FOR CONCEALED OR UNKNOWN CONDITIONS

4.5.8.1 ***Trenches or Excavations Less Than Four Feet Below the Surface.*** If Contractor encounters conditions at the Site which are subsurface or otherwise concealed physical conditions, which differ materially from those indicated in the Contract Documents, or unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, then the Contractor shall give notice to the Owner promptly before conditions are disturbed and in no event later than ten (10) days after first observance of the conditions. If Contractor believes that such conditions differ materially and will cause an increase in the Contractor's cost of, time required for, or performance of any part of the Work, then Contractor must comply with the provisions above for Notice of Potential Change, Change Order Request, and Claims (beginning with Section 4.5.1).

4.5.8.2 ***Trenches or Excavations Greater Than Four Feet Below the Surface.*** Pursuant to Public Contract Code section 7104, when any excavation or trenching extends greater than four feet below the surface:

4.5.8.2.1 The Contractor shall promptly, and before the following conditions are disturbed, notify the Owner, in writing, of any:

(1) Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, which is required to be removed to a Class I, Class II, or Class III disposal site in accordance with the provisions of existing law.

(2) Subsurface or latent physical conditions at the site differing from those indicated by information about the site made available to bidders prior to the deadline for submitting bids.

(3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract.

4.5.8.2.2 The Owner shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the Work, then the Owner shall issue a change order under the procedures described in the Contract.

4.5.8.2.3 If a dispute arises between the Owner and the Contractor as to whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the Work, then the Contractor shall not be excused from any deadline for Completion provided for by the Contract, but shall proceed with all Work to be performed under the Contract. The Contractor shall retain any and all rights provided either by Contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

### 4.5.9 INJURY OR DAMAGE TO PERSON OR PROPERTY

If either party to the Contract suffers injury or damage to person or property because of an act or omission of the other party, any of the other party's employees or agents, or others for whose acts such party is legally liable, then written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding ten (10) days after first observance. The notice shall provide sufficient detail to enable the other party to investigate the matter. For a Notice of Potential Change, COR and Claim for additional cost or time related to this injury or damage, Contractor shall follow Section 4.5.

## ARTICLE 5
## SUBCONTRACTORS

### 5.1 DEFINITIONS

#### 5.1.1 SUBCONTRACTOR

A Subcontractor is a person or entity, who has a contract with the Contractor to perform a portion of the Work at the Site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor. To the extent that the term Trade Contractor is utilized in the Contract Documents, it shall have the same meaning as the term "Subcontractor."

#### 5.1.2 SUB-SUBCONTRACTOR

A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the Site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

### 5.1.3 SPECIALTY CONTRACTORS

If a Subcontractor is designated as a "Specialty Contractor" as defined in section 7058 of the Business and Professions Code, then all of the Work outside of that Subcontractor's specialty shall be performed in compliance with the Subletting and Subcontracting Fair Practices Act, Public Contract Code sections 4100, et seq.

## 5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

### 5.2.1 ASSIGNMENT OR SUBSTITUTION - CONSENT OF OWNER

In accordance with Public Contract Code sections 4107 and 4107.5, no Contractor whose bid is accepted shall, without the written consent of the Owner: substitute any person or entity as a Subcontractor in place of the Subcontractor designated in the original bid; permit any such Subcontract to be assigned or transferred, or allow it to be performed by any person or entity other than the original Subcontractor listed in the original bid; sublet or subcontract any portion of the Work in excess of one-half of one percent (0.5%) of the Contractor's total bid as to which its original bid did not designate a Subcontractor. Any assignment or substitution made without the prior written consent of the Owner shall be void, and the assignees shall acquire no rights in the Contract. Any consent, if given, shall not relieve Contractor or its Subcontractors from their obligations under the terms of the Contract Documents.

### 5.2.2 GROUNDS FOR SUBSTITUTION

Pursuant to Public Contract Code section 4107 and the procedure set forth therein, no Contractor whose bid is accepted may request to substitute any person or entity as a Subcontractor in place of a Subcontractor listed in the original bid except in the following instances:

A. When the Subcontractor listed in the bid after having a reasonable opportunity to do so, fails or refuses to execute a written contract for the scope of work specified in the subcontractor's bid and at the price specified in the subcontractor's bid, when that written contract, based upon the general terms, conditions, plans and specifications for the Project involved or the terms of that Subcontractor's written bid, is presented to the Subcontractor by the Contractor;

B. When the listed Subcontractor becomes insolvent or the subject of an order for relief in bankruptcy;

C. When the listed Subcontractor fails or refuses to perform his or her Subcontract;

D. When the listed Subcontractor fails or refuses to meet the bond requirements of the prime contractor set forth in Public Contract Code section 4108.

E. When the Contractor demonstrates to the Owner, or its duly authorized officer, subject to the further provisions of Public Contract Code section 4107.5, that the name of the Subcontractor was listed as the result of inadvertent clerical error;

F. When the listed Subcontractor is not licensed pursuant to the Contractors License Law; or

G. When the Owner, or its duly authorized officer, determines that the Work being performed by the listed Subcontractor is substantially unsatisfactory and not in substantial accordance with the plans and specifications, or the Subcontractor is substantially delaying or disrupting the progress of the Work.

H. When the listed Subcontractor is ineligible to work on a public works project pursuant to Section 1777.1 of the Labor Code.

I. When the Owner determines that a listed Subcontractor is not a responsible contractor.

5.2.2.1 ***No Change in Contract.*** Any substitutions of Subcontractors shall not result in any increase in the Total Sublease Amount or result in the granting of any extension of time for a Milestone Deadline or the Completion of the Work.

5.2.2.2 ***Substitution Due to Clerical Error.*** The Contractor, as a condition of asserting a claim of inadvertent clerical error in the listing of a Subcontractor, shall, pursuant to Public Contract Code section 4107.5, within two (2) working days after the time of the prime bid opening by the Owner, give written notice to the Owner and copies of such notice to both the Subcontractor it claims to have listed in error, and the intended Subcontractor who had bid to the Contractor prior to bid opening. Any listed Subcontractor who has been notified by the Contractor in accordance with the provisions of this section as to an inadvertent clerical error, shall be allowed six (6) working days from the time of the prime bid opening within which to submit to the Owner and to the Contractor written objection to the Contractor's claim of inadvertent clerical error.

In all other cases, the Contractor must make a request in writing to the Owner for the substitution of a subcontractor, giving reasons therefore. The Owner shall mail a written notice to the listed Subcontractor giving reasons for the proposed substitution. The listed Subcontractor shall have five (5) working days from the date of such notice within which to file with the Owner written objections to the substitution.

Failure to file written objections pursuant to the provisions of this section within the times specified herein shall constitute a complete waiver of objection to the substitution by the listed Subcontractor and, where the ground for substitution is an inadvertent clerical error, an agreement by the listed Subcontractor that an inadvertent clerical error was made.

If written objections are filed, then the Owner shall give five (5) days notice to the Contractor and to the listed Subcontractor of a hearing by the Owner on the Contractor's request for substitution as provided in Public Contract Code section 4107. The determination by the Owner shall be final.

## 5.3 SUBCONTRACTUAL RELATIONS

By appropriate agreement, written where legally required for validity, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all obligations and responsibilities, which the Contractor, by the Contract Documents, assumes toward the Owner. Each subcontract agreement shall preserve and protect the rights of the Owner under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound. Upon written request of the Subcontractor, the Contractor shall identify to the Subcontractor the terms and conditions of the proposed subcontract agreement, which may be at variance with the Contract Documents. Subcontractors shall similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

## 5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner provided that:

A. Assignment is effective only after termination of the Contract with the Contractor by the Owner for cause pursuant to Article 14 and only for those subcontract agreements which the Owner accepts by notifying the Subcontractor in writing; and

B. Assignment is subject to the prior rights of the surety, if any, obligated under any bond relating to the Contract.

## 5.5 SUBCONTRACTOR'S RESPONSIBILITIES

Every Subcontractor is bound to the following provisions, unless specifically noted to the contrary in the Subcontractor's contract subject to the limitations of section 5.3.

### 5.5.1 SUPERVISION BY SUBCONTRACTORS

Subcontractors shall efficiently supervise their Work, using their best skill and attention. Each of them shall carefully study and compare all Drawings, Specifications, and other instructions, shall

at once report to Contractor any error or omission which any of them may discover, and shall subsequently proceed with the Work in accordance with instructions from the Contractor concerning such error or omission. Each Subcontractor shall be fully responsible for and shall bear the full risk of loss of all of its property.

### 5.5.2 DISCIPLINE AND ORDER

Each Subcontractor shall at all times enforce strict discipline and good order among its Subcontractors, material or equipment suppliers, or their agents, employees, and invitees, and shall establish and maintain surveillance over the activities of each of the foregoing to minimize any disturbance, damage, pollution, or unsightly conditions relative to property areas adjacent to or in the vicinity of the Site. The Contractor shall have the right to remove from the Work any employee of a Subcontractor for any reason including, without limitation, incompetence or carelessness.

### 5.5.3 DEFECTS DISCOVERED

Should the proper and accurate performance of the Work depend upon the proper and accurate performance of other work not included in its Contract, each Subcontractor shall use all necessary means to discover any defect in such other work and shall allow the Contractor, the Owner and Architect, or other Subcontractors as Contractor elects, a reasonable amount of time to remedy such defects. If the Subcontractor should proceed with its Work, then it shall be considered to have accepted such other work, unless the Subcontractor shall have proceeded pursuant to instructions in writing by the Contractor over its written objection.

### 5.5.4 SUBCONTRACTOR INFORMATION

Each Subcontractor shall submit to the Owner, the Contractor, or the Architect, as the case may be, promptly when requested by any of the foregoing, information with respect to the names, responsibilities, and titles of the principal members of its staff, the adequacy of the Subcontractor's equipment and the availability of necessary materials and supplies. Subcontractor shall fully cooperate with Contractor in its periodic review of the adequacy of Subcontractor's supervision, personnel, and equipment, and the availability of necessary materials and supplies and shall promptly comply with the requirements of the Contractor with respect thereto.

### 5.5.5 TEMPORARY STRUCTURES

Each Subcontractor shall furnish at its expense its own temporary facilities and storage except those specifically agreed to be furnished to it by the Contractor in the Subcontract Agreement. Subcontractor's material storage rooms and field offices, etc., will be placed in locations designated by the Contractor. When it becomes necessary due to the progress of the Work for the Subcontractor to relocate its field operations, it will do so in an expeditious manner and at no additional cost to Contractor or Owner. The construction of material storage rooms and field offices, etc., will be of fire resistive material only, such as concrete or gypsum block, rated drywall, or sheet metal.

### 5.5.6 CHARGES TO SUBCONTRACTOR

Each Subcontractor may be subject to the Contractor's reasonable charges for hoisting, repair to other work caused by the fault or negligence of Subcontractor, removal of Subcontractor's rubbish, and clean-up occasioned by Subcontractor.

### 5.5.7 FINES IMPOSED

Subcontractor shall comply with and pay any fines or penalties imposed for violation of any applicable law, ordinance, rule, regulation, Environmental Impact Report mitigation requirement, and lawful order of any public authority, including, without limitation, all OSHA and California OSHA requirements and those of other authorities having jurisdiction of the safety of persons or property.

### 5.5.8 PROJECT SIGNS

Each Subcontractor shall not display on or about the Project any sign, trademark, or other advertisement. The Owner will permit a single Project sign, which shall be subject to the Owner's prior and sole discretion and approval, as to all matters including, without limitation, size, location, material, colors, style and size of printing, logos and trademarks (if any), text, and selection of names to be displayed.

### 5.5.9 REMEDIES FOR FAILURE TO PERFORM

Without limitation of any other right or remedy available to Contractor under the Contract Documents or at law, should: the Subcontractor fail to perform its portion of the Work in a skilled and expeditious manner in accordance with the terms of the Contract Documents with sufficient labor, materials, equipment, and facilities; delays the progress of the job or otherwise fail in any of its obligations; or either a receiver is appointed for the Subcontractor or the Subcontractor is declared to be bankrupt or insolvent, and such appointment, bankruptcy, or insolvency proceedings or declaration is not set aside within thirty (30) days, then the Contractor, upon three (3) days notice to the Subcontractor (subject to the requirements of Pub. Contracts Code, § 4107), may provide such labor, materials, or perform such work and recover the cost plus profit and overhead from monies due or to become due thereafter to the Subcontractor. The Contractor may terminate the employment of the Subcontractor, taking possession of its tools, materials, and equipment related to the Work and cause the entire portion of the Subcontractor's Work to be finished either by another Subcontractor or through the Contractor's own forces.

### 5.5.10 DISPUTES NOT TO AFFECT WORK

If there is any dispute as to whether or not any portion of the Work is within the scope of the Work to be performed by a Subcontractor, or any dispute as to whether or not the Subcontractor is entitled to a Change Order for any Work requested of it or entitled to payment, then the Subcontractor shall continue to proceed diligently with the performance of the Work. Regardless of the size or nature of the dispute, the Subcontractor shall not under any circumstances cease or delay performance of its portion of the Work during the existence of the dispute. The Contractor shall continue to pay the undisputed amounts called for under the Subcontract Agreement during the existence of the

dispute. Any party stopping or delaying the progress of the Work because of a dispute shall be responsible in damages to the Owner, the Architect, and the Contractor for any losses suffered as a result of the delay.

### 5.5.11 INVOICE FOR PAYMENT

Contractor agrees to advise the Subcontractor if any documentation in connection with the Subcontractor's invoice for payment has not been accepted or is in any way unsatisfactory.

### 5.5.12 COMPLIANCE WITH PROCEDURES

Each Subcontractor shall comply with all procedures established by the Contractor for coordination among the Owner, the Owner's consultants, Architect, Contractor, and the various Subcontractors for coordination of the Work with all local municipal authorities, government agencies, utility companies, and any other agencies with jurisdiction over all or any portion of the Work. The Subcontractor shall cooperate fully with all of the foregoing parties and authorities.

### 5.5.13 ON-SITE RECORD KEEPING

Subcontractor shall comply with all on-Site record keeping systems established by the Contractor and shall, upon the request of the Contractor, provide the Contractor with such information and reports as the Contractor may deem appropriate. Without limitation of the foregoing, the Subcontractor shall assemble all required permits and certificates so that they are readily accessible at the Site.

### 5.5.14 NON-EXCLUSIVE OBLIGATIONS

The specific requirements of Article 5 are not intended to exclude the obligation of the Subcontractor to comply with any of the other provisions of the General Conditions and the other Contract Documents which are relevant to the proper performance of its portion of the Work.

## ARTICLE 6
## CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

### 6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

### 6.1.1 OWNER'S RIGHTS

In accordance with its rights under the Sublease, the Owner has the right to perform Project work related to the Work with the Owner's own forces, or to award separate contracts in connection with such other Work or other construction or operations on the Site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance. Upon the election to perform such work with its own forces or by separate contracts, the Owner shall notify the Contractor. If the Contractor claims that delay or additional cost is involved because of such

action by the Owner, then the Contractor shall proceed pursuant to Section 4.5 in the Contract Documents.

### 6.1.2 DESIGNATION AS CONTRACTOR

When separate contracts are awarded for different portions of the Project or other construction or operations on the Site, the term "Contractor" in the Contract Documents in each of those contracts shall mean the contractor who executes each separate Owner/Contractor Agreement.

### 6.1.3 CONTRACTOR DUTIES

Although the Owner shall have overall responsibility for coordination and scheduling of the activities of the Owner's own forces and of each separate contractor with the Work of the Contractor, Contractor shall cooperate with Owner. The Contractor shall participate with other separate contractors and the Owner in reviewing their construction schedules when directed to do so. The Contractor shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor until subsequently revised.

### 6.1.4 OWNER OBLIGATIONS

Unless otherwise provided in the Contract Documents, when the Owner performs work related to the Project with the Owner's own forces, the Owner shall be deemed to be subject to the same obligations, and to have the same rights, which apply to the Contractor under the General Conditions, including, without excluding others, those stated in Article 3, this Article 6 and Articles 10 and 12.

## 6.2 MUTUAL RESPONSIBILITY

### 6.2.1 DELIVERY AND STORAGE

The Contractor shall afford the Owner and separate contractors reasonable opportunity for delivery and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the separate contractors' construction and operations with theirs as required by the Contract Documents.

### 6.2.2 NOTICE BY CONTRACTOR

If part of the Contractor's Work depends upon proper execution or results from work by the Owner or a separate contractor, then the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Owner patent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor to so report shall constitute an acknowledgment that the Owner's or separate contractors' completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

### 6.2.3 COSTS INCURRED

Costs, expenses, and damages caused by delays, improperly timed activities, defective construction, or damages to another's work/Work shall be borne by the party responsible. Should Contractor cause damage to the work/Work or property of any other contractor on the Project, or to the Project or property of a third party, or cause any delay to any such contractor or third party, the Contractor shall defend, indemnify and hold Owner harmless for such damage or delay under Section 3.16, below, and the Contractor shall be liable to Owner for any damages suffered by Owner, including liquidated damages for delay. Owner may withhold from sublease payments the cost of delay or damage to another contractor's work or damage to another contractor's property, and Owner's damages caused by Contractor.

### 6.2.4 CORRECTION OF DAMAGE

The Contractor shall promptly remedy damage wrongfully caused by the Contractor to completed or partially completed construction or to property of the Owner or separate contractors.

## 6.3 OWNER'S RIGHT TO CLEAN UP

If a dispute arises among the Contractor, separate contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish as described in Section 3.13, then the Owner may clean up and allocate the cost among those responsible as the Owner determines to be just.

# ARTICLE 7
# CHANGES IN THE WORK

## 7.1 CHANGES

### 7.1.1 NO CHANGES WITHOUT AUTHORIZATION

The Owner reserves the right to change the Work by making such alterations, deviations, additions to, or deletions from the plans and specifications, as may be deemed by the Owner to be necessary or advisable for the proper Completion or construction of the Work contemplated, and Owner reserves the right to require Contractor to perform such work. No adjustment will be made in the Contract unit price of any Contract item regardless of the quantity ultimately required.

Owner shall compensate Contractor with additional money or additional time, or both, as warranted under the Contract Documents for any extra work ordered by the Owner to be performed by Contractor; but such "extra work" shall not include any work or expense (a) that was known by, should have been known by, or was reasonably foreseeable to Contractor at the time of proposing the Total Sublease Amount, or (b) for which Contractor is responsible under the Contract Documents. Contractor shall follow the provisions of the Contract Documents, including General Conditions sections 4.5, 7.6, 7.7, and 8.4, when requesting additional money or additional time for such extra work. Contractor shall expeditiously perform all extra work upon direction, even if no agreement has been reached on extra time or money. For all such changes resulting in

a credit to Owner, Contractor shall follow Sections 7.5 and 7.7 in providing the credit to Owner. Contractor shall bring all potential credits to the Owner's attention.

There shall be no change whatsoever in the drawings, specifications, or in the Work or payments under the Contract Documents without an executed Change Order, Construction Change Directive, or order by the Owner pursuant to Section 7.1.2. Owner shall not be liable for the cost of any extra work or any substitutions, changes, additions, omissions, or deviations from the Drawings and Specifications unless the same shall have been properly requested under Section 4.5 and authorized by, and the cost thereof approved in writing by, Change Order or Construction Change Directive. For a lease-leaseback lump sum contract, Owner shall not be liable for, and Contractor shall bear the burden of, any post-proposal escalation in the costs of construction, whether foreseeable or not; and for a lease-leaseback percentage fee contract, Owner shall not be liable for, and Contractor shall bear the burden of, any escalation in the costs of construction after approval of the contract price by the Owner's governing board, whether foreseeable or not; but in either case Contractor will retain the benefit of any cost decreases and retain the right to request additional compensation for cost increases incurred due to Owner delay. No extension of time for performance of the Work shall be allowed hereunder unless request for such extension is properly made under Section 4.5 and such time is thereof approved in writing by Change Order or Construction Change Directive. The provisions of the Contract Documents shall apply to all such changes, additions, and omissions with the same effect as if originally embodied in the Drawings and Specifications.

### 7.1.2 AUTHORITY TO ORDER MINOR CHANGES

The Owner has authority to order minor changes in the Work not involving any adjustment in the Total Sublease Amount, an extension of the Date for Completion, or a Milestone Deadline, or a change which is inconsistent with the intent of the Contract Documents. Such changes shall be effected by written Construction Change Directive and shall be binding on the Contractor. The Contractor shall carry out such written orders promptly.

## 7.2 CHANGE ORDERS ("CO")

A CO is a written instrument signed by the Owner and the Contractor, stamped (or sealed) and signed by Architect, and approved by the Owner's Governing Board and DSA, stating the agreement of Owner and Contractor upon all of the following:

A. A change in the Work;

B. The amount of the adjustment in the Total Sublease Amount, if any; and

C. The extent of the adjustment of the Date for Completion, or a Milestone Deadline, if any.

Unless expressly stated otherwise in the CO, any CO executed by Owner and Contractor constitutes and includes full and complete money and time (including, but not limited to, adjustments to money and time) for all costs and effects caused by any of the changes described within it. Unless expressly stated otherwise in the CO, in consideration for the money received

for the changes described in the CO, Contractor waives all Claims for all costs and effects caused by any of the changes, including, but not limited to, labor, equipment, materials, delay, extra work, overhead (home and field), profit, direct costs, indirect costs, acceleration, disruption, impaired productivity, time extensions, and any the costs and effects on Subcontractors and suppliers of any tier. However, if award of the Agreement was based on a proposed percentage fee, any requests by Contractor for additional compensation based on increased subcontractor costs, or increased material or equipment supplier costs, for which the Owner is responsible under the Contract Documents shall be solely based on the additional reasonable cost plus a markup using that percentage fee.

## 7.3 CONSTRUCTION CHANGE DIRECTIVES ("CCD")

### 7.3.1 DEFINITION

A CCD is a written unilateral order signed by the Owner directing performance of the Work or a change in the Work. The CCD may state an adjustment in the Total Sublease Amount, Date for Completion, or a Milestone Deadline. The Owner may by CCD, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions pursuant to Section 7.1.1.

### 7.3.2 USE TO DIRECT CHANGE

A CCD shall be used in the absence of agreement on the terms of a CO. If Contractor disagrees with the terms of a CCD, then it shall nevertheless perform the work directed by the CCD, but it may pursue the Notice of Potential Change, COR and Claim procedures of Section 4.5 if Contractor believes it is entitled to changes in the Total Sublease Amount , Date for Completion, or a Milestone Deadline.

## 7.4 REQUEST FOR INFORMATION ("RFI")

### 7.4.1 DEFINITION

An RFI is a written request prepared by the Contractor asking the Owner to provide additional information necessary to clarify an item which the Contractor feels is not clearly shown or called for in the drawings or specifications, or to address problems which have arisen under field conditions.

### 7.4.2 SCOPE

The RFI shall reference all the applicable Contract Documents including specification section, detail, page numbers, drawing numbers, and sheet numbers, etc. The Contractor shall make suggestions and/or interpretations of the issue raised by the RFI. An RFI cannot modify the Total Sublease Amount, Date for Completion, a Milestone Deadline, Lease Term, or the Contract Documents.

### 7.4.3 RESPONSE TIME

Unless Owner expressly directs otherwise in writing, Contractor shall submit RFIs directly to the Architect, with copies forwarded to the Owner. Contractor shall submit a revised and updated priority schedule with each RFI. The Architect shall endeavor to follow the Contractor's requested order of priorities. The Owner and Contractor agree that an adequate time period for the Architect (or other designated recipient of the RFI) to respond to an RFI is generally fourteen (14) calendar days after the Architect's receipt of an RFI, unless the Owner and Contractor agree otherwise in writing. However, in all cases, the Architect shall take such time, whether more or less than 14 days, as is necessary in the Architect's professional judgment to permit adequate review and evaluation of the RFI. If Contractor informs the Architect that it needs a response to an RFI expedited to avoid delay to the critical path, then the Architect shall provide a response as quickly as reasonably possible. The total time required for the Architect to respond is subject to the complexity of the RFI, the number of RFI's submitted concurrently and the reprioritization of pending RFI's submitted by the Contractor, among other things. If Contractor believes that the Architect's response results in a change in the Work that warrants additional money or time, or that Architect's response was unreasonably delayed and caused delay to the Work's critical path, then Contractor shall follow the procedures for additional money or time under Section 4.5. No presumption shall arise as to the timeliness of the response if the response is more than fourteen (14) days after the Architect's receipt of the RFI. Contractor shall review the Contract Documents before submitting an RFI to ensure that the information is not already in the Contract Documents. To compensate the Owner for time and costs incurred for each time the information was already in the Contract Documents, Owner may withhold $100 from sublease payments in addition to any other remedies which Owner may have the right to pursue.

Contractor is not responsible for checking revised plans and specifications for changes except for those that a contractor should reasonably be aware of and will not be held accountable for any such changes not clouded and/or noted by a revision number.

#### 7.4.4 COSTS INCURRED

The Contractor shall be invoiced by the Owner for any costs incurred for professional services, which shall be withheld from sublease payments, if an RFI requests an interpretation or decision of a matter where the information sought is equally available to the party making such request.

### 7.5 REQUEST FOR PROPOSAL ("RFP")

#### 7.5.1 DEFINITION

An RFP is Owner's written request asking the Contractor to submit to the Owner an estimate of the effect, including credits, of a proposed change on the Total Sublease Amount and the Date for Completion or a Milestone Deadline.

#### 7.5.2 SCOPE

An RFP shall contain adequate information, including any necessary drawings and specifications, to enable Contractor to provide the cost breakdowns required by section 7.7. The Contractor shall

not be entitled to any additional money for preparing a response to an RFP, whether ultimately accepted or not.

## 7.6 CHANGE ORDER REQUEST ("COR")

### 7.6.1 DEFINITION

A COR is any written request prepared by the Contractor asking the Owner for additional money or time, including a "proposed change order" or "PCO." However, a Claim (see Sections 4.5.3-4.5.6) is not a COR. See Section 4.5.2 for additional COR requirements. The COR shall include all information necessary to establish the Contractor's entitlement to additional money or time.

### 7.6.2 CHANGES IN PRICE

A COR shall include breakdowns per section 7.7 to validate any proposed change in Total Sublease Amount.

### 7.6.3 CHANGES IN TIME

Where a change in Date for Completion or a Milestone Deadline is requested, a COR shall also include delay analysis to validate any proposed change to the Date for Completion or Milestone Deadline, and shall meet all requirements in these General Conditions, including, but not limited to, Section 8.4. Any additional time requested shall not be the number of days to make the proposed change, but must be based upon the impact to the Work schedule as defined in section 3.9 and Division 1 of the Specifications.

## 7.7 PRICE OF CHANGE ORDERS

### 7.7.1 SCOPE

Any COR shall provide in writing to the Owner, the Architect and any construction manager, the effect of the proposed CO upon the Total Sublease Amount and the actual cost of construction, which shall include a complete itemized cost breakdown of all labor and material showing actual quantities, hours, unit prices, wage rates, required for the change, and the effect upon the Date for Completion or Milestone Deadlines of such CO.

### 7.7.2 DETERMINATION OF COST

The amount of the increase or decrease in the Total Sublease Amount resulting from a CO, if any, shall be determined in one or more of the following ways as applicable to a specific situation:

A. Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;

B. Unit prices stated in the Contractor's original bid, the Contract Documents, or subsequently agreed upon between the Owner and the Contractor;

C. Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; ***however***, if award of the Agreement was based on a proposed percentage fee, any requests by Contractor for additional compensation based on increased subcontractor costs, or increased material or equipment supplier costs, for which the Owner is responsible under the Contract Documents shall be solely based on the additional reasonable cost plus a markup using that percentage fee; or

D. By cost of material and labor and percentage of overhead and profit. If the value is determined by this method, then the following requirements shall apply:

1. **Daily Reports by Contractor**.

a) General: At the close of each working day, the Contractor shall submit a daily report to the Inspector of Record and any construction manager, on forms approved by the Owner, together with applicable delivery tickets, listing all labor, materials, and equipment involved for that day, the location of the work, and for other services and expenditures when authorized concerning extra work items. An attempt shall be made to reconcile the report daily, and it shall be signed by the Inspector of Record and the Contractor. If there is disagreement, then pertinent notes shall be entered by each party to explain points which cannot be resolved immediately. Each party shall retain a signed copy of the report. Reports by Subcontractors or others shall be submitted through the Contractor.

b) Labor: Show names of workers, classifications, and hours worked.

c) Materials: Describe and list quantities of materials used.

d) Equipment: Show type of equipment, size, identification number, and hours of operation, including, if applicable, loading and transportation.

e) Other Services and Expenditures: Describe in such detail as the Owner may require.

2. **Basis for Establishing Costs**.

a) Labor will be the actual cost for wages prevailing locally for each craft or type of workers at the time the extra work is done, plus employer payments of payroll taxes and insurance, health and welfare, pension, vacation, apprenticeship funds, and other direct costs resulting from Federal, State, or local laws, as well as assessments or benefits required by lawful collective bargaining agreements. The use of a labor classification, which would increase the extra work cost, will not be permitted unless the Contractor establishes the necessity for such additional costs. Labor costs for equipment operators and

helpers shall be reported only when such costs are not included in the invoice for equipment rental.

b) Materials shall be at invoice or lowest current price at which such materials are locally available and delivered to the Site in the quantities involved, plus sales tax, freight, and delivery.

The Owner reserves the right to approve materials and sources of supply or to supply materials to the Contractor if necessary for the progress of the Work. No markup shall be applied to any material provided by the Owner.

c) Tool and Equipment Rental. No payment will be made for the use of tools which have a replacement value of $100 or less.

Regardless of ownership, the rates to be used in determining equipment rental costs shall not exceed listed rates prevailing locally at equipment rental agencies or distributors at the time the work is performed.

The rental rates paid shall include the cost of fuel, oil, lubrication, supplies, small tools, necessary attachments, repairs and maintenance of any kind, depreciation, storage, insurance, and all incidentals.

Necessary loading and transportation costs for equipment used on the extra work shall be included. If equipment is used intermittently and, when not in use, could be returned to its rental source at less expense to the Owner than holding it at the work Site, then it shall be returned unless the Contractor elects to keep it at the work Site at no expense to the Owner.

All equipment shall be acceptable to the Inspector of Record, in good working condition, and suitable for the purpose for which it is to be used. Manufacturer's ratings and modifications shall be used to classify equipment, and equipment shall be powered by a unit of at least the minimum rating recommended by the manufacturer.

d) Other Items. The Owner may authorize other items which may be required on the extra work. Such items include labor, services, material, and equipment which are different in their nature from those required by the Work, and which are of a type not ordinarily available from the Contractor or any of the Subcontractors. Invoices covering all such items in detail shall be submitted.

e) Invoices. Vendors' invoices for material, equipment rental, and other expenditures shall be submitted with the COR. If the costs are not substantiated by invoices or other documentation, then the Owner may establish the cost of the item involved at the lowest price which was current at the time of the Daily Report.

f) Overhead, premiums and profit. For overhead, including direct and indirect costs, submit with the COR and include: home office overhead, off-Site supervision, CO preparation/negotiation/research for Owner initiated changes, time delays, project interference and disruption, additional guaranty and warranty durations, on-Site supervision, additional temporary protection, additional temporary utilities, additional material handling costs, and additional safety equipment costs.

### 7.7.3 FORMAT FOR PROPOSED COST CHANGE

The Parties shall utilize a mutually agreeable format to communicate proposed additions and deductions to the Contract.

For any proposed change order, the Contractor shall furnish a complete breakdown of actual costs of both credits and extras, itemizing materials, labor, taxes, overhead and profit. Subcontract work shall be so indicated. All costs must be fully documented. The following limitations shall apply:

(a) Construction Services Fee for the Contractor. The Contractor's Construction Services Fee (General Construction Provisions, Overhead, Profit, Project Management, Internal Equipment & Staffing, Insurance, etc.) is included within the approved GMP. Overhead and profit shall not be applied to the cost of taxes and insurance by Contractor or Subcontractors or to credits. No processing or similar fees may be charged by the Contractor in connection with the Modification. "Overhead and profit" shall include all plant, equipment rental and repair, project management, field coordination, job site project supervision and indirect labor and materials.

(b) Bond Premiums. The actual rate of bond premiums as paid on the total cost (including taxes) will be allowed, but with no markup for profit and overhead.

For any claimed overhead costs (whether field overhead (i.e., general conditions costs) or home office overhead) for compensable delays pursuant to Section 8.4.2 below, Contractor may not recover any mark ups for overhead or profit.

It is expressly understood that the value of such extra work or changes, as determined by any of the aforementioned methods, expressly includes (1) any and all of the Contractor's costs and expenses, both direct and indirect, resulting from additional time required on the project or resulting from delay to the project, and (2) any costs of preparing a COR, including, but not limited to, delay analysis. Any costs or expenses not included are deemed waived.

### 7.7.4 DISCOUNTS, REBATES, AND REFUNDS

For purposes of determining the cost, if any, of any change, addition, or omission to the Work hereunder, all trade discounts, rebates, refunds, and all returns from the sale of surplus materials and equipment shall accrue and be credited to the Contractor, and the Contractor shall make provisions so that such discounts, rebates, refunds, and returns may be secured, and the amount

thereof shall be allowed as a reduction of the Contractor's cost in determining the actual cost of construction for purposes of any change, addition, or omissions in the Work as provided herein.

### 7.7.5 ACCOUNTING RECORDS

With respect to portions of the Work performed by COs and CCDs on a time-and-materials, unit-cost, or similar basis, the Contractor shall keep and maintain cost-accounting records satisfactory to the Owner, which shall be available to the Owner on the same terms as any other books and records the Contractor is required to maintain under the Contract Documents.

### 7.7.6 NOTICE REQUIRED

Contractor shall submit a written Notice of Potential Change for additional money or time pursuant to section 4.5.1.

### 7.7.7 APPLICABILITY TO SUBCONTRACTORS

Any requirements under this Article 7 shall be equally applicable to COs or CCDs issued to Subcontractors by the Contractor to the same extent required of the Contractor.

## 7.8 WAIVER OF RIGHT TO CLAIM MONEY OR TIME

Failure to demand money based on costs, or time extensions, as part of a COR constitutes a complete waiver of Contractor's right to claim the omitted money or time. All money or time for an issue must be included in the COR at the time submitted.

# ARTICLE 8
# TIME

## 8.1 DEFINITIONS

### 8.1.1 DATE FOR COMPLETION AND MILESTONE DEADLINES

Unless otherwise provided, the Date for Completion is the last day of the period of time, including authorized adjustments, allotted in the Contract Documents for Completion of the Work; and a Milestone Deadline is the last day of the period of time, including authorized adjustments, allotted in the Contract Documents for completion of a specified portion of the Work, as may be described in the Agreement.

### 8.1.2 NOTICE TO PROCEED

Contractor shall not commence the Work until it receives a Notice to Proceed from Owner. The date of commencement of the Work is the date established in the Notice to Proceed. The date of commencement shall not be postponed by the failure to act of the Contractor or of persons or entities for which the Contractor is responsible.

### 8.1.3 DAYS

The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

## 8.2 HOURS OF WORK

### 8.2.1 SUFFICIENT FORCES

Contractors and Subcontractors shall furnish sufficient forces to ensure the prosecution of the Work, including Work directed pursuant to a CCD (see Section 7.3, above), in accordance with the Construction Schedule.

### 8.2.2 PERFORMANCE DURING WORKING HOURS

Work shall be performed during regular working hours, except that if there is an emergency or when required to complete the Work in accordance with job progress, then work may be performed outside of regular working hours with the advance written consent of the Owner.

### 8.2.3 LABOR CODE APPLICATION

As provided in Article 3 (commencing at § 1810), Chapter 1, Part 7, Division 2 of the Labor Code, eight (8) hours of labor shall constitute a legal day's work. The time of service of any worker employed at any time by the Contractor or by any Subcontractor on any subcontract under this Contract, upon the work or upon any part of the work contemplated by this Contract, is limited and restricted to eight (8) hours during any one calendar day and forty (40) hours during any one calendar week, except as hereinafter provided. Notwithstanding the provision hereinabove set forth, work performed by employees of Contractors in excess of eight (8) hours per day and forty (40) hours during any one week shall be permitted upon this public work with compensation provided for all hours worked in excess of eight (8) hours per day at not less than one and one-half (1-1/2) times the basic rate of pay.

Contractor or subcontractor shall pay to the Owner a penalty of Twenty-five Dollars ($25.00) for each worker employed in the execution of this Contract by the Contractor, or by any Subcontractor, for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any calendar day and forty (40) hours in any one (1) calendar week, in violation of the provisions of Article 3 (commencing at § 1810), Chapter 1, Part 7, Division 2 of the Labor Code, unless compensation for the workers so employed by Contractor is not less than one and one-half (1-1/2) times the basic rate of pay for all hours worked in excess of eight (8) hours per day.

### 8.2.4 COSTS FOR AFTER HOURS INSPECTIONS

If the work done after hours is required by the Contract Documents to be done outside the Contractor's or the Inspector of Record's regular working hours, then the costs of any inspections, if required to be done outside normal working hours, shall be borne by the Owner.

If the Owner allows the Contractor to do work outside regular working hours for the Contractor's own convenience, then the costs of any inspections required outside regular working hours, among other remedies, shall be invoiced to the Contractor by the Owner and withheld from sublease payments. Contractor shall give Owner at least 48 hours notice prior to working outside regular working hours.

If the Contractor elects to perform work outside the Inspector of Record's regular working hours, then costs of any inspections required outside regular working hours, among other remedies, may be invoiced to the Contractor by the Owner and withheld from sublease payments.

### 8.2.5 TIME FOR COMMENCEMENT BY SUBCONTRACTORS

Unless otherwise provided in the Contract Documents, all Subcontractors shall commence their Work within two (2) consecutive business days after notice to them by the Contractor and shall prosecute their Work in accordance with the progress of the Work.

## 8.3 PROGRESS AND COMPLETION

### 8.3.1 TIME OF THE ESSENCE

Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement the Contractor confirms that the Work can reasonably be completed by the Date for Completion and Milestone Deadlines.

### 8.3.2 NO COMMENCEMENT WITHOUT INSURANCE

The Contractor shall not knowingly, except by agreement or instruction of the Owner, in writing, commence operations on the Site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by the Contractor. The date of commencement of the Work shall not be changed by the effective date of such insurance.

### 8.3.3 EXPEDITIOUS COMPLETION

The Contractor shall proceed expeditiously to perform the Work, including Work directed pursuant to a CCD (see Section 7.3, above), with adequate forces, labor, materials, equipment, services and management, and shall achieve Completion by the Date for Completion and the Milestone Deadlines.

## 8.4 EXTENSIONS OF TIME - LIQUIDATED DAMAGES

Contractor waives all rights and remedies as to any delay experienced during the Work (including any right to rescind the Contract and any right to refuse to perform the Contract) except for the rights and remedies expressly allowed by the Contract (including but not limited to time extensions and delay damages pursuant to this Section 8.4.1 and Section 8.4.2 below, and termination pursuant to Section 14.1 below).

### 8.4.1 CONDITIONS ALLOWING FOR EXTENSIONS OF TIME TO COMPLETE THE WORK, ONLY (EXCUSABLE DELAY)

The Contractor shall be granted a reasonable time extension under the Contract Documents, including but not limited to Sections 3.18 and 4.5 and Article 7, for excusable delays, which are those delays that meet each and every of the following conditions:

(a) The delay was beyond the control of Contractor and its subcontractors and material suppliers;

(b) The delay was caused by events that were not reasonably foreseeable to Contractor at the time of its proposal;

(c) All float in the schedule had been used, and the delay impacted and delayed the controlling items of Work (i.e., the as-built critical path, as determined from the as-planned schedule and the actual progress of the Work), thus delaying the achievement of a Milestone Deadline or the Completion of the whole Work within the Contract Time;

(d) The delay was not caused by Contractor or its subcontractors or suppliers, including but not limited to their breaches of contract or the standard of care;

(e) The delay was not associated with loss of time resulting from the necessity of submittals to Owner for approval, or from necessary Owner surveys, measurements, inspections and testing;

(f) The delay was not caused by usual or common weather for the time of year, including usual or common severe weather; and

(g) The delay could not have been prevented or mitigated by the exercise of care, prudence, foresight, and diligence by Contractor.

Excusable delays may include acts of God, acts of public enemy, acts of the Owner or anyone employed by it, acts of another contractor in performance of a contract (other than this Contract) with the Owner, fires, floods, epidemics, quarantine restrictions, labor disputes, unusual and uncommon weather for the time of year, unforeseen site conditions, or delays of subcontractors due to such causes. Owner shall take into consideration other relevant factors such as concurrent delays. Contractor has the burden of proving that any delay was excusable.

### 8.4.2 COMPENSABLE DELAY (TIME AND MONEY)

Compensable delays are those excusable delays (see above) for which Contractor is also entitled to monetary compensation. To be compensable, an excusable delay must be one for which the Owner is responsible, where the delay was unreasonable under the circumstances involved, and where the delay was not within the contemplation of the parties; ***however***, Contractor shall not be entitled to monetary compensation when (a) Contractor could have reasonably anticipated the delay and avoided or minimized the cost impacts of it, (b) there was a concurrent delay which does not qualify for monetary compensation under this paragraph, (c) the cause of the delay was reasonably unforeseen by the Owner or the delay was caused by factors beyond the control of the Owner, including but not limited to a delay under Section 2.2.8 above or a delay caused by a utility company's failure to perform despite Owner's reasonable arrangements for such performance; or (d) any other defense available to Owner under law or equity applies. Contractor has the burden of proving that any delay was excusable and compensable,

including an analysis that establishes non-concurrency. Compensation shall be limited to field overhead (i.e., general conditions) and home office overhead, as may be allowed by law.

### 8.4.3 NOTICE BY CONTRACTOR REQUIRED; PROCEDURES FOR DEMANDING ADDITIONAL TIME OR MONEY

For notice and other procedures related to requests by Contractor for additional time or money related to delay, Contractor shall comply with the Contract Documents, including but not limited to Sections 3.18 and 4.5, and Article 7.

### 8.4.4 EARLY COMPLETION

Regardless of the cause therefore, the Contractor may not maintain any Claim or cause of action against the Owner for damages incurred as a result of its failure or inability to Complete its Work on the Project in a shorter period than established in the Contract Documents, the parties stipulating that the periods set forth in the Contract Documents are reasonable time periods within which to perform the Work on the Project.

### 8.4.5 LIQUIDATED DAMAGES

Failure to Complete the Work within the time and in the manner provided for by the Contract Documents shall subject the Contractor to liquidated damages as described in Article 3 of the Agreement. For purposes of liquidated damages, the concept of "substantial completion" shall not constitute Completion and is not part of the Contract. The actual occurrence of damages and the actual amount of the damages which the Owner would suffer if the Work were not Completed within the specified times set forth are dependent upon many circumstances and conditions which could prevail in various combinations and, from the nature of the case, it is impracticable and extremely difficult to fix the actual damages. Damages which the Owner would suffer if there is delay include, but are not limited to, loss of the use of the Work, disruption of activities, costs of administration, supervision, and the incalculable inconvenience and loss suffered by the public.

Accordingly, the parties agree that the amount set forth in the Agreement shall be presumed to be the amount of damages which the Owner shall directly incur as a result of each calendar day by which Completion of the Work is delayed beyond the Date for Completion or a Milestone Deadline as adjusted by Change Orders.

If the Contractor fails to complete the Work by the Date for Completion or a Milestone Deadline as adjusted by Change Orders and liquidated damages therefore accrue, then the Owner, in addition to all other remedies provided by law, shall have the right to assess liquidated damages at any time, and to withhold liquidated damages (and any interest thereon) at any time from any and all Sublease Payments, which would otherwise be or become due the Contractor. In addition, if it is reasonably apparent to the Owner before the Date for Completion or a Milestone Deadline (as adjusted by Change Orders) that the Contractor cannot or will not complete the Work before those deadlines, then the Owner may assess and withhold, from Sublease Payments, the estimated amount of liquidated damages that will accrue in the future. If the withheld sublease payments are not sufficient to discharge all liabilities of the Contractor incurred under this Article, then the

Contractor and its sureties shall continue to remain liable to the Owner until all such liabilities are satisfied in full.

If the Owner accepts any Work or makes any payment under this Agreement after a default by reason of delays, then the payment or payments shall in no respect constitute a waiver or modification of any Agreement provisions regarding periods of time for Completion and liquidated damages.

### 8.5 GOVERNMENT APPROVALS

Owner shall not be liable for any delays or damages related to the time required to obtain government approvals.

## ARTICLE 9
## PAYMENTS AND COMPLETION

### 9.1 TOTAL SUBLEASE AMOUNT

If the Contract was awarded based on lump sum price proposals, the Total Sublease Amount is stated in the Agreement, and if the Contract was awarded based on fee proposals, the Total Sublease Amount will be calculated after entering the Agreement (see Section 5 of the Agreement). In either case, the Total Sublease Amount may be later adjusted by Change Orders and Construction Change Directives, and it is the total amount payable by the Owner to the Contractor under the Contract Documents, and represents the fair market value for the Work and for use of the Site during the term of the Sublease.

### 9.2 COST BREAKDOWN

#### 9.2.1 REQUIRED INFORMATION

Within ten (10) days of the mailing, faxing or delivering of the Notice of Award of the Contract, Contractor shall furnish to Owner the name, address, telephone number, fax number, license number, and classification, and for all projects over Twenty-Five Thousand Dollars ($25,000) the public works contractor registration number, of all of its Subcontractors and of all other parties furnishing labor, material, or equipment for its Contract, along with the amount of each such subcontract or the price of such labor, material, and equipment needed for its entire portion of the Work; except that if the Contractor will be selecting its subcontractors after award of the Contract (as may be allowed by Section 9 of the Agreement), it shall provide this information to the Owner after selection of the subcontractors.

### 9.3 PROCEDURES FOR SUBLEASE PAYMENT

#### 9.3.1 PROCEDURE

On or before the fifth (5th) day of each calendar month during the Lease Term for the number of consecutive months indicated in the Sublease and any exhibits thereto, Owner will make a

Sublease Payment to Contractor, as may be adjusted by the terms of the Contract Documents. As a prerequisite and condition of each such payment, Contractor shall submit to the Architect and Owner the following information and documentation by the first (1st) day of each calendar month:

A. A certification that the as-built Record Drawings and Annotated Specifications are current;

B. Material invoices, evidence of equipment purchases, rentals, and other support and details of cost as the Owner may require from time to time;

C. Contractor's monthly reports, daily reports, and monthly schedule updates for all months of Work to date that Contractor has not previously submitted.

D. Contractor's monthly report under Education Code section 17407.5(c)(1).

E. For any post-Completion Sublease payments, all DVBE documentation required by the Agreement.

9.3.2 [Not Used]

9.3.3 **WARRANTY OF TITLE**

The Contractor warrants that title to all work covered by a Sublease Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of the information and documents required by Section 9.3.1, above, all work performed by Contractor to date shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances in favor of the Contractor, Subcontractors, material and equipment suppliers, or other persons or entities making a claim by reason of having provided labor, materials, and equipment relating to the Work. Transfer of title to Work does not constitute a waiver by Owner of any defects in the Work.

## 9.4 REVIEW OF SUBLEASE PAYMENT

9.4.1 **OWNER ACCEPTANCE**

If Contractor timely submits the required information and documents pursuant to Section 9.3.1, above, the Owner will, by the fifth (5th) day of the month, determine the amount of the Sublease Payment due to Contractor pursuant to the Contract Documents and make such payment.

9.4.2 **OWNER'S REVIEW**

The review of the Contractor's required information and documents will be based, at least in part, on the Owner's observations at the Site and the data in the submissions. The review is also subject to an evaluation of the Work for conformance with the Contract Documents, to results of subsequent tests and inspections, to minor deviations from the Contract Documents correctable prior to Completion, and to specific qualifications expressed by the Owner. The Owner may reject

the submissions, or elect to not make a Sublease Payment, if the submissions are not complete under section 9.3 or if the Lease Term has been extended due to inexcusable delay (see Section 7 of the Sublease). The issuance of a Sublease Payment will constitute a representation that the Contractor is entitled to payment in that amount, subject to any specific qualifications from Owner that accompany the Sublease Payment. However, Contractor's entitlement to payment may be affected by subsequent evaluations of the Work for conformance with the Contract Documents, test and inspections and discovery of minor deviations from the Contract Documents correctable prior to Completion. The issuance of a Sublease Payment will not be a waiver by the Owner of any defects in the Work performed to date, nor will it be a representation that the Owner has:

A. Made exhaustive or continuous on-Site inspections to check the quality or quantity of the Work;

B. Reviewed construction means, methods, techniques, sequences, or procedures;

C. Reviewed copies of requisitions received from Subcontractors, material and equipment suppliers, and other data requested by the Owner; or

D. Made an examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Total Sublease Amount.

## 9.5 DECISIONS TO WITHHOLD PAYMENT

### 9.5.1 REASONS TO WITHHOLD PAYMENT

The Owner may withhold from a Sublease Payment, in whole or in part, to such extent as may be necessary to protect the Owner due to any of the following:

A. Defective or incomplete Work not remedied;

B. Stop Payment Notices. For any stop payment notice, the Owner shall withhold the amount stated in the stop payment notice, the stop payment notice claimant's anticipated interest and court costs, and an amount to provide for the Owner's reasonable cost of any litigation pursuant to the stop payment notice. For any stop payment notice action the parties resolve before judgment is entered, Owner has the right to permanently withhold for any reasonable cost of litigation for that stop payment notice, even if it exceeds the amount originally withheld by Owner for the estimated reasonable cost of litigation. However, if (1) the Contractor at its sole expense provides a bond or other security satisfactory to the Owner in the amount of at least one hundred twenty-five percent (125%) of the claim, in a form satisfactory to the Owner, which protects the Owner against such claim, and (2) the Owner chooses to accept the bond, then Owner would release the withheld stop payment notice funds to the Contractor, except that Owner may permanently withhold for any reasonable cost of litigation. Any stop payment notice release bond shall be executed by a California admitted, fiscally solvent surety, completely unaffiliated with and separate from the surety on the payment and performance

bonds, that does not have any assets pooled with the payment and performance bond sureties.

C. Liquidated damages against the Contractor, whether already accrued or estimated to accrue in the future;

D. Reasonable doubt that the Work can be Completed for the unpaid balance of any Total Sublease Amount or by the Date for Completion or a Milestone Deadline;

E. Damage to the property or work of the Owner, another contractor, or subcontractor;

F. Unsatisfactory prosecution of the Work by the Contractor;

G. Failure to store and properly secure materials;

H. Failure of the Contractor to submit on a timely basis, proper and sufficient documentation required by the Contract Documents, including, without limitation, monthly progress schedules, daily reports, monthly reports (including those required by Education Code section 17407.5(c)), shop drawings, submittal schedules, schedule of values, product data and samples, proposed product lists, executed change orders, and verified reports;

I. Failure of the Contractor to maintain record drawings;

J. Erroneous estimates by the Contractor of the value of the Work performed, or other false statements, whether in a request for payment or Contract adjustment, in connection with a payment or Contract adjustment, or in connection with Contractor's submissions to Owner prior to any payment or Contract adjustment;

K. Unauthorized deviations from the Contract Documents;

L. Failure of the Contractor to prosecute the Work in a timely manner in compliance with established progress schedules and Completion deadlines;

M. Subsequently discovered evidence or observations nullifying the whole or part of a previously issued Sublease Payment;

N. Failure by Contractor to pay Subcontractors or material suppliers as required by Contract or law, which includes but is not limited to Contractor's failure to pay prevailing wage and any assessment of statutory penalties;

O. Overpayment to Contractor on a previous payment;

P. Credits owed to Owner for reduced scope of work or work that Contractor will not perform, including credits for any unspent allowance;

Q. The estimated cost of performing work pursuant to Section 2.4;

R. Actual damages related to false claims by Contractor;

S. Breach of any provision of the Contract Documents;

T. Owner's potential or actual loss, liability or damages caused by the Contractor, including defense costs and attorneys' fees incurred due to Contractor's failure to defend an action pursuant to the indemnity provisions in the Contract Documents; and

U. As permitted by other provisions in the Contract or as otherwise allowed by law, including statutory penalties Owner or other entities assessed against Contractor (see, e.g., Labor Code section 1813 (working hours) or Public Contract Code section 4110 (subcontractor listings and substitutions)).

Owner may, but is not required to, provide to Contractor written notice of the items for which Owner is withholding amounts from a Sublease Payment.

Within thirty (30) days of a written request from Contractor, the Owner shall provided a written notice of the basis for any amount being withheld from a Sublease Payment.

To claim a breach of contract or violation of law based on wrongful withholding by the Owner from a Sublease Payment or based on a late Sublease Payment, or if Contractor otherwise disputes any Sublease Payment or lack thereof, within fifteen (15) days of the alleged breach of contract, violation of law, or late or disputed Sublease Payment Contractor shall submit a Claim pursuant and subject to Sections 4.5.3-4.5.6. The Contractor need not submit a Notice of Potential Change or a Change Order Request.

For any withhold amount based on an estimate where the actual amount later becomes known and certain, no later than the final accounting for the Contract the Owner will release any amount withheld over that certain and known amount. If the certain and known amount exceeds the amount previously withheld, Owner may withhold additional amounts from Contractor to cover the excess amount. If available funds are not sufficient, Contractor shall pay Owner the difference.

Despite any withholding from a Sublease Payment, or any other dispute about a Sublease Payment, Contractor shall continue to expeditiously perform the Work pursuant to the Contract Documents, including but not limited to General Conditions sections 4.5.8, 7.1.1, 8.3.1, and 8.3.3.

### 9.5.2 PAYMENT AFTER CURE

When Contractor removes or cures the grounds for withholding amounts, payment shall be made for amounts withheld because of them. No interest shall be paid on any amounts withheld due to

the failure of the Contractor to perform in accordance with the terms and conditions of the Contract Documents.

### 9.5.3 OVERPAYMENT AND/OR FAILURE TO WITHHOLD

Neither Owner's overpayment to Contractor, nor Owner's failure to withhold an amount from payment that Owner had the right to withhold, shall constitute a waiver by Owner of its rights to withhold those amounts from future payments to Contractor or to otherwise pursue recovery of those amounts from Contractor.

## 9.6 SUBLEASE PAYMENTS

### 9.6.1 PAYMENTS TO CONTRACTOR

Each Sublease Payment shall be made by Owner pursuant to the Contract Documents, including Section 9.3.1 above and Section 6 of the Sublease. Sublease Payments shall be based only on the original Total Sublease Amount plus any fully executed and Board-approved Change Orders; they shall not include Notices of Potential Claims, COR's, Claims, or disputed amounts.

The Contractor shall not be entitled to have any payment made so long as Contractor is in breach of any obligation set forth in the Contract Documents. In such event, Owner shall be entitled to withhold payment in proportion (150%) to the value of the unfulfilled obligation. No Payment by Owner shall constitute a waiver of any legal obligation of Contractor.

### 9.6.2 PAYMENTS TO SUBCONTRACTORS

No later than ten (10) days after receipt of payment from Owner, pursuant to Business and Professions Code section 7108.5, the Contractor shall pay to each Subcontractor, out of the amount paid to the Contractor, the amount to which said Subcontractor is entitled. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

### 9.6.3 PAYMENT INFORMATION

The Owner will, on request, furnish to a Subcontractor, if practicable, information regarding the calculation of the Sublease Payments.

### 9.6.4 NO OBLIGATION OF OWNER FOR SUBCONTRACTOR PAYMENT

The Owner shall have no obligation to pay, or to see to the payment of, money to a Subcontractor except as may otherwise be required by law.

### 9.6.5 PAYMENT TO SUPPLIERS

Payment to material or equipment suppliers shall be treated in a manner similar to that provided in paragraphs 9.6.2, 9.6.3 and 9.6.4.

### 9.6.6 PAYMENT NOT CONSTITUTING APPROVAL OR ACCEPTANCE

The making of a Sublease Payment, or partial or entire use or occupancy of the Project, by the Owner shall not constitute acceptance or approval of any portion of the Work, especially any Work not in accordance with the Contract Documents.

### 9.6.7 JOINT CHECKS

Owner shall have the right, if necessary for the protection of the Owner, to issue joint checks made payable to the Contractor and Subcontractors and/or material or equipment suppliers. The joint check payees shall be responsible for the allocation and disbursement of funds included as part of any such joint payment. However, Owner has no duty to issue joint checks. In no event shall any joint check payment be construed to create any contract between the Owner and a Subcontractor of any tier, any obligation from the Owner to such Subcontractor, or rights in such Subcontractor against the Owner.

## 9.7 COMPLETION OF THE WORK

### 9.7.1 CLOSE-OUT PROCEDURES

As part of the Work, the Contractor shall:

A. Deliver to the Owner (i) reproducible final Record Drawings and Annotated Specifications showing the Contractor's Work "as built," with the Contractor's certification of the accuracy of the Record Drawings and Annotated Specifications, (ii) all warranties and guarantees, (iii) operation and maintenance instructions, manuals and materials for equipment and apparatus, and (iv) all other documents required by the Contract Documents; and

B. Provide extensive assistance in the utilization of any equipment or system such as initial start-up or testing, adjusting and balancing, preparation of operation and maintenance manuals and training personnel for operation and maintenance.

When the Contractor considers that the Work is Complete and submits a written notice to Owner requesting an inspection of the Work, the Owner shall review the Work and prepare and submit to the Contractor a comprehensive list of items to be Completed or corrected (the "Punch List"). The Punch List shall include all outstanding obligations of Contractor, including training, start-up, testing, and submission to Owner of all required documentation (e.g., written guarantees, warranties, invoices, as-built drawings, manuals, bonds, and the documents described in paragraph 9.3).

The Contractor and/or its Subcontractors shall proceed promptly to Complete and correct items on the Punch List. Failure to include an item on the Punch List does not alter the responsibility of the Contractor to Complete all Work (including the omitted item) in accordance with the Contract

Documents, and to Complete or correct the work so long as the statute of limitations (or repose) has not run.

When the Contractor believes the Punch List Work is Complete and in accordance with the Contract Documents, it shall then submit a request for an additional inspection by the Owner to determine Completion. Owner shall again inspect the Work and inform the Contractor of any items that are not Complete or are not correct. Contractor shall promptly complete or correct items until no items remain.

After the Work, including all Punch List Work, is inspected and informally deemed by the Owner to be Complete, the Owner shall notify the Contractor, and the Owner's governing body may formally accept the Work as Complete at a meeting of the governing body. Warranties required by the Contract Documents shall commence on the date of Contractor's Completion of the Work (see Sections 3.5, 12.2.5, and 12.2.6). Owner may record a Notice of Completion as allowed by Civil Code section 9200 *et seq*. However, no acceptance of the Work as Complete by the Owner's governing body, and no recordation of a Notice of Completion by the Owner, will terminate or otherwise shorten the lease term, which may only be terminated as described in the Lease-Leaseback Agreement for this Contract.

### 9.7.2 COSTS OF MULTIPLE INSPECTIONS

More than two (2) requests by Contractor to make inspections to confirm completion as required under paragraph 9.7.1 shall be considered an additional service of Owner, and all subsequent costs will be invoiced to Contractor and withheld from remaining Sublease Payments.

## 9.8 PARTIAL OCCUPANCY OR USE

The Owner may occupy or use any Completed, or partially Completed, portion of the Work at any stage prior to acceptance, or prior to Completion if there is no formal acceptance. Occupancy or use of any portion of the Work, or the whole Work, shall not constitute approval or acceptance of it, nor shall such occupancy or use relieve Contractor of any of its obligations under the Contract Documents regarding that portion of, or the whole, Work.

The Owner and the Contractor shall agree in writing to the responsibilities assigned to each of them for payments, security, maintenance, heat, utilities, damage to the Work, insurance, the period for correction of the Work, and the commencement of warranties required by the Contract Documents. When the Contractor considers a portion complete, the Contractor may request an inspection of that portion and preparation of a Punch List by the Owner for that portion, as set forth for the entire Work under paragraph 9.7.1; however, such inspection and Punch List shall not act as any form of approval or acceptance of that portion of the Work, or of any Work not complying with the requirements of the Contract, and that portion shall be subject to subsequent inspections and Punch Lists.

Immediately prior to such partial occupancy or use, the Owner and the Contractor shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

## 9.9 FINAL SUBLEASE PAYMENT

On or before the due date of the final Sublease Payment, as provided by the Contract Documents, Owner shall issue a Final Sublease Payment. If required to do so under Labor Code section 1773.3(d), Owner shall withhold the Final Sublease Payment.

# ARTICLE 10
# PROTECTION OF PERSONS AND PROPERTY

## 10.1 SAFETY PRECAUTIONS AND PROGRAMS

### 10.1.1 CONTRACTOR RESPONSIBILITY

The Contractor shall have responsibility for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract. Each Contractor shall designate a responsible member of its organization whose duties shall include loss and accident prevention, and who shall have the responsibility and full authority to enforce the program. This person shall attend meetings with the representatives of the various Subcontractors employed to ensure that all employees understand and comply with the programs. Contractor will ensure that his employees and Subcontractors cooperate and coordinate safety matters with any other contractors on the Project to form a joint safety effort.

### 10.1.2 SUBCONTRACTOR RESPONSIBILITY

Subcontractors have the responsibility for participating in, and enforcing, the safety and loss prevention programs established by the Contractor for the Project, which will cover all Work performed by the Contractor and its Subcontractors. Each Subcontractor shall designate a responsible member of its organization whose duties shall include loss and accident prevention, and who shall have the responsibility and full authority to enforce the program. This person shall attend meetings with the representatives of the various Subcontractors employed to ensure that all employees understand and comply with the programs.

### 10.1.3 COOPERATION

All Subcontractors and material or equipment suppliers, shall cooperate fully with Contractor, the Owner, and all insurance carriers and loss prevention engineers.

### 10.1.4 ACCIDENT REPORTS

Subcontractors shall promptly report in writing to the Contractor all accidents whatsoever arising out of, or in connection with, the performance of the Work, whether on or off the Site, which caused death, personal injury, or property damage, giving full details and statements of witnesses. In addition, if death or serious injuries or serious damages are caused, then the accident shall be

reported immediately by telephone or messenger. Contractor shall thereafter promptly report the facts in writing to the Owner giving full details of the accident.

### 10.1.5 FIRST-AID SUPPLIES AT SITE

The Contractor will provide and maintain at the Site first-aid supplies for minor injuries.

## 10.2 SAFETY OF PERSONS AND PROPERTY

### 10.2.1 THE CONTRACTOR

The Contractor shall take reasonable precautions for the safety of, and shall provide reasonable protection to prevent damage, injury, or loss to:

A. Employees on the Work and other persons who may be affected thereby;

B. The Work, material, equipment, tools, construction equipment, and machinery to be incorporated therein or necessary for the proper execution and Completion of the Work, whether in storage on or off the Site, under the care, custody, or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and

C. Other property at the Site or adjacent thereto such as trees, shrubs, lawns, walks, pavement, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

### 10.2.2 CONTRACTOR NOTICES

The Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations, and lawful orders of public authorities bearing on the safety of persons or property or their protection from damage, injury, or loss.

### 10.2.3 SAFETY BARRIERS AND SAFEGUARDS

The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations, and notifying owners and users of adjacent sites and utilities.

### 10.2.4 USE OR STORAGE OF HAZARDOUS MATERIAL

When use or storage of explosives, other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel. The Contractor shall notify the Owner any time that explosives or hazardous materials are expected to be stored on Site. Location of storage shall be coordinated with the Owner and local fire authorities.

### 10.2.5 FINGERPRINTING

At its own expense, Contractor shall comply with all fingerprinting requirements under law and Contract, including, but not limited to, the requirements of Education Code section 45125.2 and the Independent Contractor Student Contact Form which is a part of the Contract. Contractor shall hold harmless, defend and indemnify the Owner under section 3.16, for any costs, including attorneys' fees, Owner incurs from Contractor's failure to comply.

## 10.3 PROTECTION OF WORK AND PROPERTY

### 10.3.1 PROTECTION OF WORK

The Contractor and Subcontractors shall, consistent with industry standards, continuously protect the Work, the Owner's property, and the property of others, from damage, injury, or loss until the earlier of formal acceptance of the Work or 30 days after Completion of the Work. The Contractor and Subcontractors shall make good any such damage, injury, or loss, except such as may be solely due to, or caused by, agents or employees of the Owner. Contractor shall not have responsibility for losses due to earthquakes, tidal waves, floods, windstorm or terrorism except to the extent there is available insurance coverage for such losses. .

### 10.3.2 PROTECTION FOR ELEMENTS

The Contractor will remove all mud, water, or other elements as may be required for the proper protection and prosecution of its Work. The Contractor shall at all times provide heat, coverings, and enclosures necessary to maintain adequate protection against weather so as to preserve the Work, materials, equipment, apparatus, and fixtures free from injury or damage.

### 10.3.3 SHORING AND STRUCTURAL LOADING

The Contractor shall not impose structural loading upon any part of the Work under construction or upon existing construction on or adjacent to the Site in excess of safe limits, or loading such as to result in damage to the structural, architectural, mechanical, electrical, or other components of the Work. The design of all temporary construction equipment and appliances used in construction of the Work and not a permanent part thereof, including, without limitation, hoisting equipment, cribbing, shoring, and temporary bracing of structural steel, is the sole responsibility of the Contractor. All such items shall conform to the requirements of governing codes and all laws, ordinances, rules, regulations, and orders of all authorities having jurisdiction. The Contractor shall take special precautions, such as shoring of masonry walls and temporary tie bracing of structural steel work, to prevent possible wind damage during construction of the Work. The installation of such bracing or shoring shall not damage or cause damage to the Work in place or the Work installed by others. Any damage which does occur shall be promptly repaired by the Contractor at no cost to the Owner.

### 10.3.4 CONFORMANCE WITHIN ESTABLISHED LIMITS

The Contractor and Subcontractors shall confine their construction equipment, the storage of materials, and the operations of workers to the limits indicated by laws, ordinances, permits, and the limits established by the Owner, and shall not unreasonably encumber the premises with construction equipment or materials.

#### 10.3.5 SUBCONTRACTOR ENFORCEMENT OF RULES

Subcontractors shall enforce the Owner's and the Contractor's instructions, laws, and regulations regarding signs, advertisements, fires, smoking, the presence of liquor, and the presence of firearms by any person at the Site.

#### 10.3.6 SITE ACCESS

The Contractor and the Subcontractors shall use only those ingress and egress routes designated by the Owner, observe the boundaries of the Site designated by the Owner, park only in those areas designated by the Owner, which areas may be on or off the Site, and comply with any parking control program established by the Owner such as furnishing license plate information and placing identifying stickers on vehicles.

#### 10.3.7 PROTECTION OF MATERIALS

The Contractor and the Subcontractors shall receive, count, inspect for damage, record, store, and protect construction materials for the Work and Subcontractors shall promptly send to the Contractor evidence of receipt of such materials, indicating thereon any shortage, change, or damage (failure to so note shall constitute acceptance by the Subcontractor of financial responsibility for any shortage).

### 10.4 EMERGENCIES

#### 10.4.1 EMERGENCY ACTION

In an emergency affecting the safety of persons or property, the Contractor shall take any action necessary, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional money or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Section 4.5 and Article 7.

#### 10.4.2 ACCIDENT REPORTS

The Contractor shall promptly report in writing to the Owner all accidents arising out of or in connection with the Work, which caused death, personal injury, or property damage, giving full details and statements of any witnesses. In addition, if death, serious personal injuries, or serious property damages are caused, then the accident shall be reported immediately by telephone or messenger to the Owner.

### 10.5 HAZARDOUS MATERIALS

### 10.5.1 DISCOVERY OF HAZARDOUS MATERIALS

If the Contractor encounters or suspects the presence on the Site of material reasonably believed to be asbestos, polychlorinated biphenyl (PCB), or any other material defined as being hazardous by section 25249.5 of the California Health and Safety Code, which (a) has not been rendered harmless, and (b) the handling or removal of which is not within the scope of the Work, then the Contractor shall immediately stop Work in the area affected and report the condition to the Owner and the Architect in writing, whether such material was generated by the Contractor, another contractor, or the Owner. The Work in the affected area shall not thereafter be resumed, except by written agreement of the Owner and the Contractor, if in fact the material is asbestos, polychlorinated biphenyl (PCB), or other hazardous material, and has not been rendered harmless. The Work in the affected area shall be resumed only in the absence of asbestos, polychlorinated biphenyl (PCB), or other hazardous material, or when it has been rendered harmless by written agreement of the Owner and the Contractor.

### 10.5.2 HAZARDOUS MATERIAL WORK LIMITATIONS

If the presence of hazardous materials is suspected or discovered on the Site, then the Owner shall retain an independent testing laboratory to determine the nature of the material encountered and whether corrective measures or remedial action is required. The Contractor shall not be required pursuant to Article 7 to perform without consent any Work in the affected area of the Site relating to asbestos, polychlorinated biphenyl (PCB), or other hazardous material, until any known or suspected hazardous material has been removed, or rendered harmless, or determined to be harmless by Owner, as certified by an independent testing laboratory and/or approved by the appropriate government agency.

### 10.5.3 INDEMNIFICATION BY OWNER FOR HAZARDOUS MATERIAL NOT CAUSED BY CONTRACTOR

If the presence of hazardous materials on the Site is not caused by the Contractor, then Owner shall pay for all costs of testing and remediation, if any, and shall compensate Contractor for any delay or additional costs incurred in accordance with the applicable provisions of Articles 7 & 8 herein. Owner shall defend, indemnify and hold harmless the Contractor and its agents, officers, directors and employees from and against any and all claims, damages, losses, costs and expenses incurred in connection with or arising out of, or relating to, the performance of the Work in the area affected by the hazardous material, except to the extent the claims, damages, losses, costs, or expenses were caused by Contractor's active negligence, sole negligence or willful misconduct. By providing this indemnification, District does not waive any immunities.

### 10.5.4 NATURALLY OCCURRING ASBESTOS

If the Site is found to contain naturally occurring asbestos (asbestos naturally contained in rocks which can become airborne when released "NOA"), in addition to complying with applicable provisions in sections 10.5.1-10.5.3 above, Contractor shall comply with, and be solely responsible for, all applicable NOA requirements of the California Air Resources Board (CARB), California Department of Industrial Relations, California Division of Occupational Safety and Health

(Cal/OSHA), any local air quality management district with jurisdiction over the Site, the County, and all other applicable federal, State and local governmental entities. This compliance and responsibility includes, but is not limited to, dust control mitigation measures and a monitoring plan.

#### 10.5.5 INDEMNIFICATION BY CONTRACTOR FOR HAZARDOUS MATERIAL CAUSED BY CONTRACTOR

If the presence of hazardous materials on the Site is caused by Contractor, Subcontractors, materialmen or suppliers, then the Contractor shall pay for all costs of testing and remediation, if any, and shall compensate the Owner for any additional costs incurred as a result of the generation of hazardous material on the Project Site. In addition, the Contractor shall defend, indemnify and hold harmless Owner and its agents, officers, and employees from and against any and all claims, damages, losses, costs and expenses incurred in connection with, arising out of, or relating to, the presence of hazardous material on the Site, except to the extent the claims, damages, losses, costs, or expenses were caused by Owner's active negligence, sole negligence or willful misconduct.

#### 10.5.6 TERMS OF HAZARDOUS MATERIAL PROVISION

The terms of this Hazardous Material provision shall survive the Completion of the Work and/or any termination of this Contract.

#### 10.5.7 ARCHEOLOGICAL MATERIALS

If the Contractor encounters or reasonably suspects the presence on the Site of archeological materials, then the Contractor shall immediately stop Work in the area affected and report the condition to the Owner and the Architect in writing. The Work in the affected area shall not thereafter be resumed, except after Contractor's receipt of written notice from the Owner.

## ARTICLE 11
## INSURANCE AND BONDS

### 11.1. CONTRACTOR'S LIABILITY INSURANCE

#### 11.1.1 LIABILITY INSURANCE REQUIREMENTS

11.1.1 Before commencement of the Work and within limits acceptable to the Owner, the Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in California as admitted carriers with a financial rating of at least A+, Class XII status as rated in the most recent edition of Best's Insurance Reports such commercial general liability insurance per occurrence for bodily injury, personal injury and property damage as set forth in the Agreement and automobile liability insurance per accident for bodily injury and property damage combined single limit as set forth in the Agreement as will protect the Contractor from claims set forth below, which may arise out of or result from the Contractor's operations under the Contract and for which the Contractor may be legally liable, whether such operations are by the Contractor,

by a Subcontractor, by Sub-subcontractor, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

11.1.1.1 claims for damages because of bodily injury (including emotional distress), sickness, disease, or death of any person other than the Contractor's employees. This coverage shall be provided in a form at least as broad as Insurance Services Office (ISO) Form CG 0001 11188;

11.1.1.2 claims for damages arising from personal or advertising injury in a form at least as broad as ISO Form CG 0001 11188;

11.1.1.3 claims for damages because of injury or destruction of tangible property, including loss of use resulting therefrom, arising from operations under the Contract Documents; and

11.1.1.4 claims for damages because of bodily injury, death of a person, or property damage arising out of the ownership, maintenance, or use of a motor vehicle, all mobile equipment, and vehicles moving under their own power and engaged in the Work; and

11.1.1.5 claims involving blanket contractual liability applicable to the Contractor's obligations under the Contract Documents, including liability assumed by and the indemnity and defense obligations of the Contractor and the Subcontractors; and

11.1.1.6 claims involving Completed Operations, Independent Contractors' coverage, and Broad Form property damage, without any exclusions for collapse, explosion, demolition, underground coverage, and excavating. (XCU)

If commercial general liability insurance or another insurance form with a general aggregate limit is used, then either the general aggregate limit shall apply separately to the project location (with the ISO CG 2501 or insurer's equivalent endorsement provided to the Owner) or the general aggregate limit shall be twice the required occurrence limit.

Any deductible or self-insured retention must be declared to and approved by the Owner. At the option of the Owner, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Owner, its Board of Trustees, members of its Board of Trustees, officers, employees, agents and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

11.1.2 **SUBCONTRACTOR INSURANCE REQUIREMENTS**

The Contractor shall require its Subcontractors and any Sub-subcontractors to take out and maintain similar public liability insurance and property damage insurance, in a company or companies lawfully authorized to do business in California as admitted carriers with a financial

rating of at least A+, Class XII status as rated in the most recent edition of Best's Insurance Reports, in like amounts and scope of coverage.

### 11.1.3 OWNER'S INSURANCE

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance. Optionally, the Owner may purchase and maintain other insurance for self-protection against claims which may arise from operations under the Contract. The Contractor shall not be responsible for purchasing and maintaining this optional Owner's liability insurance unless specifically required by the Contract Documents.

### 11.1.4 ADDITIONAL INSURED ENDORSEMENT REQUIREMENTS

The Contractor shall name, on any policy of insurance, the Owner and the Architect as additional insureds. Subcontractors shall name the Contractor, the Owner and the Architect as additional insureds. The Additional Insured Endorsement included on all such insurance policies shall state that coverage is afforded the additional insured with respect to claims arising out of operations performed by or on behalf of the insured. If the additional insureds have other insurance which is applicable to the loss, then such other insurance shall be excess to any policy of insurance required herein. The amount of the insurer's liability shall not be reduced by the existence of such other insurance.

### 11.1.5 WORKERS' COMPENSATION INSURANCE

During the term of this Contract, the Contractor shall provide workers' compensation insurance for all of the Contractor's employees engaged in Work under this Contract on or at the Site of the Project and, in case any of the Contractor's work is sublet, the Contractor shall require the Subcontractor to provide workers' compensation insurance for all the Subcontractor's employees engaged in Work under the subcontract. Any class of employee or employees not covered by a Subcontractor's insurance shall be covered by the Contractor's insurance. In case any class of employees engaged in Work under this Contract on or at the Site of the Project is not protected under the Workers' Compensation laws, the Contractor shall provide or cause a Subcontractor to provide adequate insurance coverage for the protection of those employees not otherwise protected. The Contractor shall file with the Owner certificates of insurance as required under this Article and in compliance with Labor Code section 3700.

If the contractor fails to maintain such insurance, then the Owner may take out compensation insurance which the Owner might be liable to pay under the provisions of the Act by reason of an employee of the Contractor being injured or killed, and withhold from Sublease Payments the amount of the premium for such insurance.

### 11.1.6 BUILDER'S RISK/"ALL RISK" INSURANCE

#### 11.1.6.1 COURSE-OF-CONSTRUCTION INSURANCE REQUIREMENTS

Unless provided by Owner at Owner's sole discretion, Contractor, during the progress of the Work and until final acceptance of the Work by Owner upon Completion of the entire Contract, shall maintain Builder's Risk/Course-of-Construction insurance satisfactory to the Owner, issued on a completed value basis on all insurable Work included under the Contract Documents. This insurance shall insure against all risks, including, but not limited to, the following perils: Vandalism, theft, malicious mischief, fire, sprinkler leakage, civil authority, sonic boom, explosion, collapse, flood including tidal wave (however, for projects not solely funded through revenue bonds, Contractor is only required to provide insurance for damages caused by a tidal wave up to 5% of the Contract Sum [except as provided in Section 11.1.6.2, below; see Public Contract Code §7105(a)]), earthquake (however, for projects not solely funded through revenue bonds, Contractor is only required to provide insurance for damages caused by an earthquake above 3.5 magnitude on the Richter Scale up to 5% of the Contract Sum [except as provided in Section 11.1.6.3, below; see Public Contract Code §7105(a)]), wind, hail, lightning, smoke, riot or civil commotion, debris removal (including demolition) and reasonable compensation for the Architect's services and expenses required as a result of such insured loss. This insurance shall provide coverage in an amount not less than the full cost to repair, replace or reconstruct the Work. Such insurance shall include the Owner, the Architect, and any other person or entity with an insurable interest in the Work as an additional named insured.

The Contractor shall submit to the Owner for its approval all items deemed to be uninsurable under the Builder's Risk/Course-of Construction insurance. The risk of the damage to the Work due to the perils covered by the Builder's Risk/Course-of-Construction insurance, as well as any other hazard which might result in damage to the Work, is that of the Contractor and the surety, and no claims for such loss or damage shall be recognized by the Owner, nor will such loss or damage excuse the Complete and satisfactory performance of the Contract by the Contractor.

11.1.6.2 TIDAL WAVE INSURANCE

If the Contract is not solely funded through revenue bonds and Owner accepts an alternate bid by Contractor for insurance coverage for a tidal wave, Contractor shall maintain, in effect during the Work and until final acceptance of the Work by Owner upon Completion of the entire Contract, insurance providing coverage for loss, destruction or damage arising out of or caused by tidal wave and other similar acts of God. This insurance shall provide coverage in an amount not less than the full cost to repair, replace or reconstruct the Work.

11.1.6.3 EARTHQUAKE INSURANCE

If the Contract is not solely funded through revenue bonds and Owner accepts an alternate bid by Contractor for insurance coverage for an earthquake over 3.5 on the Richter Scale, Contractor shall maintain, in effect during the Work and until final acceptance of the Work by Owner upon Completion of the entire Contract, insurance providing coverage for loss, destruction or damage arising out of or caused by earthquake and/or other earth movement, whether seismic or volcanic in origin, over 3.5 on the Richter Scale in magnitude. This insurance shall provide coverage in an amount not less than the full cost to repair, replace or reconstruct the Work.

11.1.7 **CONSENT OF INSURER FOR PARTIAL OCCUPANCY OR USE**

Partial occupancy or use in accordance with the Contract Documents shall not commence until the insurance company providing property insurance has consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company and shall, without mutual consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse, or reduction of the insurance.

11.1.8 **FIRE INSURANCE**

Before the commencement of the Work, the Contractor shall procure, maintain, and cause to be maintained at the Contractor's expense, fire insurance on all Work included under the Contract Documents, insuring the full replacement value of such Work as well as the cost of any removal and demolition necessary to replace or repair all Work damaged by fire. The amount of fire insurance shall be subject to approval by the Owner and shall be sufficient to protect the Work against loss or damage in full until the Work is accepted by the Owner. Should the Work being constructed be damaged by fire or other causes during construction, it shall be replaced in accordance with the requirements of the drawings and specifications without additional expense to the Owner.

11.1.9 **OTHER INSURANCE**

The Contractor shall provide all other insurance required to be maintained under applicable laws, ordinances, rules, and regulations.

11.1.10 **PROOF OF CARRIAGE OF INSURANCE**

The Contractor shall not commence Work nor shall it allow any Subcontractor to commence Work under this Contract until all required insurance, certificates, and an Additional Insured Endorsement and Declarations Page have been obtained and delivered in duplicate to the Owner for approval subject to the following requirements:

(a) Certificates and insurance policies shall include the following clause:

> This policy shall not be non-renewed, canceled, or reduced in required limits of liability or amounts of insurance until notice has been mailed to the Owner. Date of cancellation or reduction may not be less than thirty (30) days after the date of mailing notice.

(b) Certificates of insurance shall state in particular those insured, the extent of insurance, location and operation to which the insurance applies, the expiration date, and cancellation and reduction notices.

(c) Certificates of insurance shall clearly state that the Owner and the Architect are named as additional insureds under the policy described and that such insurance policy shall be primary to any insurance or self-insurance maintained by Owner

and any other insurance carried by the Owner with respect to the matters covered by such policy shall be excess and non-contributing.

(d) The Contractor and its Subcontractors shall produce a certified copy of any insurance policy required under this Section upon written request of the Owner.

11.1.11 **COMPLIANCE**

If any contractor fails to furnish and maintain any insurance required by this Article, then the Contractor shall be in default under the Contract. Compliance by Contractor with the requirement to carry insurance and furnish certificates, policies, Additional Insured Endorsement and Declarations Page evidencing the same shall not relieve the Contractor from liability assumed under any provision of the Contract Documents, including, without limitation, the obligation to defend and indemnify the Owner and the Architect.

## 11.2 PERFORMANCE AND PAYMENT BONDS

### 11.2.1 BOND REQUIREMENTS

Unless otherwise specified in the Contract Documents, prior to commencing any portion of the Work, the Contractor shall apply for and furnish Owner separate payment and performance bonds for its portion of the Work which shall cover 100% faithful performance of and payment of all obligations arising under the Contract Documents and/or guaranteeing the payment in full of all claims for labor performed and materials supplied for the Work. All bonds shall be provided by a corporate surety authorized and admitted to transact business in California. All bonds shall be submitted on the Owner's approved form.

To the extent, if any, that the Total Sublease Amount is increased in accordance with the Contract Documents, the Contractor shall cause the amount of the bonds to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the Owner. To the extent available, the bonds shall further provide that no change or alteration of the Contract Documents (including, without limitation, an increase in the Total Sublease Amount, as referred to above), extensions of time, or modifications of the time, terms, or conditions of payment to the Contractor will release the surety. If the Contractor fails to furnish the required bond, then the Owner may terminate the Contract for cause.

### 11.2.2 SURETY QUALIFICATION

Only bonds executed by admitted Surety insurers as defined in Code of Civil Procedure section 995.120 shall be accepted. The surety insurers must, unless otherwise agreed to by Owner in writing, at the time of issuance of the bonds, have a rating not lower than "A-" as rated by A.M. Best Company, Inc. or other independent rating companies. Owner reserves the right to approve or reject the surety insurers selected by Contractor and to require Contractor to obtain bonds from surety insurers satisfactory to the Owner.

## ARTICLE 12
## UNCOVERING AND CORRECTION OF WORK

### 12.1 UNCOVERING OF WORK

#### 12.1.1 UNCOVERING WORK FOR REQUIRED INSPECTIONS

If a portion of the Work is covered contrary to the Owner's request or to requirements specifically expressed in the Contract Documents, then Contractor must, if so required in writing by the Owner, uncover it for the Owner's observation and replace the removed work at the Contractor's expense without change in the Total Sublease Amount , Date for Completion, or a Milestone Deadline.

#### 12.1.2 COSTS FOR INSPECTIONS NOT REQUIRED

If a portion of the Work has been covered which the Owner has not specifically requested to observe prior to its being covered, then the Owner may request to see such Work, and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, then costs of uncover and replacement shall, by appropriate Change Order, be paid by the Owner. If such Work is not in accordance with Contract Documents, then the Contractor shall pay such costs, unless the condition was caused by the Owner or a separate contractor, in which event the Owner shall be responsible for payment of such costs to the Contractor.

### 12.2 CORRECTION OF WORK; WARRANTY

#### 12.2.1 CORRECTION OF REJECTED WORK

The Contractor shall promptly correct the Work rejected by the Owner for failing to conform to the requirements of the Contract Documents, until all warranties have run, as applicable, and whether or not fabricated, installed or completed. The Contractor shall bear costs of correcting the rejected Work, including additional testing, inspections, and compensation for the Owner's expenses and costs incurred.

#### 12.2.2 REMOVAL OF NONCONFORMING WORK

The Contractor shall remove from the Site portions of the Work which are not in accordance with the requirements of the Contract Documents and are not corrected by the Contractor or accepted or approved by the Owner.

#### 12.2.3 OWNER'S RIGHTS IF CONTRACTOR FAILS TO CORRECT

If the Contractor fails to correct nonconforming Work within a reasonable time, then Owner may correct it in accordance with Section 2.4. As part of Owner's correction of the Work, the Owner may remove any portion of the nonconforming Work and store any salvageable materials or equipment at the Contractor's expense. If the Contractor does not pay costs of such removal and storage within ten (10) days after written notice, then Owner may upon ten (10) additional days written notice sell such material or equipment at auction or at private sale and shall account for the

proceeds thereof, after deducting costs and damages that should have been borne by the Contractor, including compensation for the Architect's and other professionals and representatives' services and expenses, made necessary thereby. If such proceeds of sale do not cover costs which the Contractor should have borne, then Contractor shall be invoiced for the deficiency or Owner may withhold such costs from payment pursuant to Section 9.5. If Sublease Payments then or thereafter due the Contractor are not sufficient to cover such amount, then Contractor shall pay the difference to the Owner.

### 12.2.4 COST OF CORRECTING THE WORK

The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or separate contractors, whether Completed or partially Completed, caused by the Contractor's correction or removal of the nonconforming Work.

### 12.2.5 WARRANTY CORRECTIONS (INCLUDES REPLACEMENT)

Pursuant to the warranty in Sections 3.5 and 9.7.1, if within one (1) year after the Completion of the Work or within a longer time period for an applicable special warranty or guarantee required by the Contract Documents, any of the Work does not comply with the Contract Documents, then the Contractor shall correct it after receipt of Owner's written notice to do so, unless the Owner has previously waived in writing such right to demand correction. Contractor shall correct the Work promptly, and passage of the applicable warranty period shall not release Contractor from its obligation to correct the Work if Owner provided the written notice within the applicable warranty period. Contractor's obligation to correct the warranty item continues until the correction is made. After the correction is made to Owner's satisfaction, a new warranty period of the same length as the original warranty period shall run on the corrected work. The obligations under this paragraph 12.2.5 shall survive acceptance of the Work under the Contract and termination of the Contract.

### 12.2.6 NO TIME LIMITATION

Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations which the Contractor might have under the Contract Documents. Establishment of the time period of one (1) year as described in Sections 3.5, 9.7.1, and 12.2.5 relates only to the specific warranty obligation of the Contractor to correct the Work after the date of commencement of warranties, and has, for example, no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, or to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations under the Contract Documents.

## 12.3 NONCONFORMING WORK AND WITHHOLDING THE VALUE OF IT

If it is found at any time before Completion of the Work that the Contractor has varied from the Contract Documents in materials, quality, form, finish, or in the amount or value of the materials or labor used, then the Owner may, in addition to other remedies in the Contract Documents or under law and as allowed by law, accept the improper Work. The Owner may withhold from any

amount due or to become due Contractor that sum of money equivalent to the difference in value between the Work performed and that called for by the Drawings and Specifications. The Owner shall determine such difference in value. No structural related Work shall be accepted that is not in conformance with the Contract Documents.

## ARTICLE 13
## MISCELLANEOUS PROVISIONS

### 13.1 GOVERNING LAW

The Contract shall be governed by the law of the place where the Project is located.

### 13.2 SUCCESSORS AND ASSIGNS

The Owner and the Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to the other party hereto and to partners, successors, assigns, and legal representatives of such other party in respect to covenants, agreements, and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract as a whole or in part without written consent of the other. If either party attempts to make such an assignment without such consent, then that party shall nevertheless remain legally responsible for all obligations under the Contract.

### 13.3 WRITTEN NOTICE

In the absence of specific notice requirements in the Contract Documents, any written notice required by the Contract Documents shall be deemed to have been duly served if delivered in person to the individual, member of the firm or entity, or to an officer of the corporation for which it was intended, or if delivered at or sent by registered or certified or overnight mail to the last business address known to the party giving notice. Owner shall, at Contractor's cost, timely notify Contractor of Owner's receipt of any third party claims relating to the Contract pursuant to Public Contract Code section 9201.

### 13.4 RIGHTS AND REMEDIES

#### 13.4.1 DUTIES AND OBLIGATIONS CUMULATIVE

Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

#### 13.4.2 NO WAIVER

No action or failure to act by the Owner, Inspector of Record, Architect or any construction manager shall constitute a waiver of a right or duty afforded them under the Contract Documents, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed to in a written amendment to the Contract.

## 13.5 TESTS AND INSPECTIONS

### 13.5.1 COMPLIANCE

Tests, inspections, and approvals of portions of the Work required by the Contract Documents will comply with Title 24, and with all other laws, ordinances, rules, regulations, or orders of public authorities having jurisdiction.

### 13.5.2 INDEPENDENT TESTING LABORATORY

The Owner will select and pay an independent testing laboratory to conduct all tests and inspections, including shipping or transportation costs or expenses (mileage and hours). Selection of the materials required to be tested shall be made by the laboratory and not by the Contractor. However, if Contractor requests that the Owner use a different testing laboratory and Owner chooses to approve such request, then Contractor shall reimburse the Owner for any additional shipping or transportation costs or expenses (mileage and hours). Owner may invoice such costs or expenses to the Contractor or withhold such costs or expenses from Sublease Payments.

### 13.5.3 ADVANCE NOTICE TO INSPECTOR OF RECORD

The Contractor shall notify the Inspector of Record a sufficient time in advance of its readiness for required observation or inspection so that the Inspector of Record may arrange for same. The Contractor shall notify the Inspector of Record a sufficient time in advance of the manufacture of material to be supplied under the Contract Documents which must, by terms of the Contract Documents, be tested in order that the Inspector of Record may arrange for the testing of the material at the source of supply.

### 13.5.4 TESTING OFF-SITE

Any material shipped by the Contractor from the source of supply, prior to having satisfactorily passed such testing and inspection or prior to the receipt of notice from said Inspector of Record that such testing and inspection will not be required, shall not be incorporated in the Work.

### 13.5.5 ADDITIONAL TESTING OR INSPECTION

If the Inspector of Record, the Architect, the Owner, or public authority having jurisdiction determines that portions of the Work require additional testing, inspection, or approval not included under section 13.5.1, then the Inspector of Record will, upon written authorization from the Owner, make arrangements for such additional testing, inspection, or approval. The Owner shall bear such costs except as provided in section 13.5.6.

### 13.5.6 COSTS FOR RETESTING

If such procedures for testing, inspection, or approval under sections 13.5.1, 13.5.2 and 13.5.5 reveal failure of the portions of the Work to comply with requirements established by the Contract

Documents, then the Contractor shall bear all costs arising from such failure, including those of re-testing, re-inspection, or re-approval, including, but not limited to, compensation for the Architect's services and expenses. Any such costs shall be paid by the Owner, invoiced to the Contractor, and, among other remedies, can be withheld from Sublease Payments.

### 13.5.7 COSTS FOR PREMATURE TEST

If the Contractor requests any test or inspection for the Project and is not completely ready for the inspection, then the Contractor shall be invoiced by the Owner for all costs and expenses resulting from that testing or inspection, including, but not limited to, the Architect's fees and expenses, and the amount of the invoice can among other remedies, be withheld from Sublease Payments.

### 13.5.8 TESTS OR INSPECTIONS NOT TO DELAY WORK

Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

## 13.6 INTENTIONALLY LEFT BLANK

## 13.7 TRENCH EXCAVATION

### 13.7.1 TRENCHES GREATER THAN FIVE FEET

Pursuant to Labor Code section 6705, if the Total Sublease Amount exceeds $25,000 and involves the excavation of any trench or trenches five (5) feet or more in depth, then the Contractor shall, in advance of excavation, submit to the Owner or a registered civil or structural engineer employed by the Owner a detailed plan showing the design of shoring for protection from the hazard of caving ground during the excavation of such trench or trenches.

### 13.7.2 EXCAVATION SAFETY

If such plan varies from the Shoring System Standards established by the Construction Safety Orders, then the plan shall be prepared by a registered civil or structural engineer, but in no case shall such plan be less effective than that required by the Construction Safety Orders. No excavation of such trench or trenches shall be commenced until said plan has been accepted by the Owner or by the person to whom authority to accept has been delegated by the Owner.

### 13.7.3 NO TORT LIABILITY OF OWNER

Pursuant to Labor Code section 6705, nothing in this Article shall impose tort liability upon the Owner or any of its employees.

### 13.7.4 NO EXCAVATION WITHOUT PERMITS

The Contractor shall not commence any excavation work until it has secured all necessary permits including the required CAL OSHA excavation/shoring permit. Any permits shall be prominently displayed on the Site prior to the commencement of any excavation.

## 13.8 WAGE RATES

### 13.8.1 WAGE RATES

Pursuant to the provisions of Article 2 (commencing at § 1770), Chapter 1, Part 7, Division 2, of the Labor Code, the governing board of the Owner has obtained the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which this public work is to be performed for each craft, classification, or type of worker needed for this Project from the Director of Industrial Relations ("Director"). These rates are on file with the Clerk of the Owner's governing board, and copies will be made available to any interested party on request.

### 13.8.2 HOLIDAY AND OVERTIME PAY

Holiday and overtime work, when permitted by law, shall be paid for at a rate of at least one and one-half (1½) times the above specified rate of per diem wages, unless otherwise specified. Holidays shall be defined in the Collective Bargaining Agreement applicable to each particular craft, classification, or type of worker employed.

### 13.8.3 WAGE RATES NOT AFFECTED BY SUBCONTRACTS

The Contractor shall pay and shall cause to be paid each worker engaged in the Work not less than the general prevailing rate of per diem wages determined by the Director, regardless of any contractual relationship which may be alleged to exist between the Contractor or any Subcontractor and such workers.

### 13.8.4 CHANGE IN PREVAILING WAGE DURING BID OR CONSTRUCTION

If during the period this bid is required to remain open, the Director of Industrial Relations determines that there has been a change in any prevailing rate of per diem wages in the locality in which this public work is to be performed, then such change shall not alter the wage rates discussed in the Notice to Bidders or the Contract subsequently awarded.

### 13.8.5 FORFEITURE AND PAYMENTS

Pursuant to Labor Code section 1775, the Contractor and any subcontractor under the Contractor shall as a penalty to the Owner, forfeit not more than two hundred dollars ($200.00) for each calendar day, or portion thereof, for each worker paid less than the prevailing rate of per diem wages, determined by the Director, for such craft or classification in which such worker is employed for any public work done under the Agreement by the Contractor or by any Subcontractor under it. Minimum penalties shall apply, as also provided in Civil Code section 1775. The amount of the penalty shall be determined by the Labor Commissioner and shall be

based on both of the following: (1) whether the failure of the contractor or subcontractor to pay the correct rate of per diem wages was a good faith mistake and, if so, the error was promptly and voluntarily corrected upon being brought to the attention of the contractor or subcontractor; and (2) whether the contractor or subcontractor has a prior record of failing to meet its prevailing wage obligations. The difference between such prevailing rate of per diem wage and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing rate of per diem wage shall be paid to each work by the Contractor or subcontractor. Labor Code section 1777.1 shall also apply.

#### 13.8.6 MINIMUM WAGE RATES

Any worker employed to perform Work, which Work is not covered by any craft or classification listed in the general prevailing rate of per diem wages determined by the Director, shall be paid not less than the minimum rate of wages specified therein for the craft or classification which most nearly corresponds to the Work to be performed by them, and such minimum wage rate shall be retroactive to time of initial employment of such person in such craft or classification.

#### 13.8.7 PER DIEM WAGES

Pursuant to Labor Code section 1773.1, per diem wages includes employer payments for health and welfare, pension, and vacation pay.

#### 13.8.8 POSTING OF WAGE RATES

The Contractor shall post at appropriate conspicuous points on the Site, a schedule showing all determined minimum wage rates and all authorized deductions, if any, from unpaid wages actually earned and all other required job site notices as prescribed by regulation.

### 13.9 RECORD OF WAGES PAID; INSPECTION

#### 13.9.1 APPLICATION OF LABOR CODE

Pursuant to section 1776 of the Labor Code:

(a) Each Contractor and subcontractor shall keep accurate payroll records, showing the name, address, social security number, work classification, and straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work. Each payroll record shall contain or be verified by a written declaration that is made under penalty of perjury, stating both of the following:

(1) The information contained in the payroll record is true and correct.

(2) The employer has complied with the requirements of sections 1771, 1811 and 1815 for any work performed by his or her employees on the public works project.

(b) The payroll records enumerated under subdivision (a) shall be certified and shall be available for inspection at all reasonable hours at the principal office of the Contractor on the following basis:

(1) A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request.

(2) A certified copy of all payroll records enumerated in subdivision (a) shall be made available for inspection or furnished upon request to a representative of the body awarding the contract and as may be required by the Labor Commissioner under Labor Code section 1771.4. The Contractor and each subcontractor shall furnish a certified copy of all payroll records directly to the Labor Commissioner monthly or more frequently, if so specified in the Agreement and in a format the Labor Commissioner prescribes.

(3) A certified copy of all payroll records enumerated in subdivision (a) shall be made available upon request by the public for inspection or for copies thereof. However, a request by the public shall be made through either the Owner or the Division of Labor Standards Enforcement of the Department of Industrial Relations ("DIR"). If the requested payroll records have not been provided pursuant to paragraph (2), the requesting party shall, prior to being provided the records, reimburse the costs of the preparation by the contractor, subcontractors, and the entity through which the request was made. The public may not be given access to such records at the principal office of the Contractor.

(c) Unless required as of January 1, 2015, to be furnished directly to the Labor Commissioner under Labor Code section 1771.4(a)(3), the certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement of the DIR or shall contain the same information as the forms provided by the division. The payroll records may consist of printouts of payroll data that are maintained as computer records, if the printouts contain the same information as the forms provided by the division and the printouts are verified in the manner specified in (a) above.

(d) A Contractor or subcontractor shall file a certified copy of the records enumerated in subdivision (a) with the entity that requested such records within 10 days after receipt of a written request.

(e) Except as provided in subdivision (f), any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the awarding body or the Division of Labor Standards Enforcement of the DIR shall be marked or obliterated to prevent disclosure of an individual's name, address and social security number. The name and address of the Contractor awarded the Contract or the subcontractor performing the Contract shall not be marked or obliterated. Any copy of records made available for inspection by, or furnished to, a multiemployer Taft-Hartley

trust fund (29 U.S.C. Sec. 186(c)(5) that requests the records for the purposes of allocating contributions to participants shall be marked or obliterated only to prevent disclosure of an individual's full social security number, but shall provide the last four digits of the social security number. Any copy of records made available for inspection by, or furnished to, a joint labor-management committee established pursuant to the federal Labor Management Cooperation Act of 1978 (29 U.S.C. Sec. 175a) shall be marked or obliterated only to prevent disclosure of an individual's social security number.

(f) Notwithstanding any other provision of law, agencies that are included in the Joint Enforcement Strike Force on the Underground Economy established pursuant to Section 329 of the Unemployment Insurance Code and other law enforcement agencies investigating violations of law shall, upon request, be provided non-redacted copies of certified payroll records. Any copies of records or certified payroll made available for inspection and furnished upon request to the public by an agency included in the Joint Enforcement Strike Force on the Underground Economy or to a law enforcement agency investigating a violation of law shall be marked or redacted to prevent disclosure of an individual's name, address, and social security number. An employer shall not be liable for damages in a civil action for any reasonable act or omission taken in good faith in compliance with this subsection.

(g) The contractor shall inform the Owner of the location of the records enumerated under subdivision (a), including the street address, city and county, and shall, within five working days, provide a notice of a change of location and address.

(h) The contractor or subcontractor has 10 days in which to comply subsequent to receipt of written notice requesting the records enumerated in subdivision (a). If the Contractor or subcontractor fails to comply within the 10-day period, he or she shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit one hundred dollars ($100.00) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Labor Standards Enforcement of the DIR, these penalties shall be withheld from progress payments then due. A contractor is not subject to a penalty assessment pursuant to this section due to the failure of the subcontractor to comply with this section.

## 13.10 APPRENTICES

### 13.10.1 APPRENTICE WAGES AND DEFINITIONS

All apprentices employed by the Contractor to perform services under the Contract shall be paid the standard wage paid to apprentices under the regulations of the craft or trade at which he or she is employed, and shall be employed only at the work of the craft or trade to which he or she is registered. Only apprentices, as defined in section 3077 of the Labor Code, who are in training under apprenticeship standards and written apprenticeship agreements under Chapter 4 (commencing with § 3070) of Division 3, are eligible to be employed under this Contract. The employment and training of each apprentice shall be in accordance with the apprenticeship

standards and apprentice agreements under which he or she is training. Contractor shall pay apprentices for any pre-employment activities, as set forth in Labor Code section 1777.5.

### 13.10.2 APPRENTICE LABOR POOL

When the Contractor to whom the Contract is awarded by the Owner, or any Subcontractor under him or her, in performing any of the Work under the Contract or subcontract, employs workers in any apprenticeable craft or trade, the Contractor and Subcontractor shall apply to the joint apprenticeship committee administering the apprenticeship standards of the craft or trade in the area of the Site of the Project, for a certificate approving the Contractor or Subcontractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected. However, approval as established by the joint apprenticeship committee or committees shall be subject to the approval of the Administrator of Apprenticeship. The joint apprenticeship committee or committees, subsequent to approving the subject Contractor or Subcontractor, shall arrange for the dispatch of apprentices to the Contractor or Subcontractor in order to comply with this section. Every Contractor and Subcontractor shall submit the contract award information to the applicable joint apprenticeship committee which shall include an estimate of journeyman hours to be performed under the Contract, the number of apprentices to be employed, and the approximate dates the apprentices will be employed. There shall be an affirmative duty upon the joint apprenticeship committee or committees administering the apprenticeship standards of the crafts or trade in the area of the Site of the public work, to ensure equal employment and affirmative action and apprenticeship for women and minorities. Contractors or Subcontractors shall not be required to submit individual applications for approval to local joint apprenticeship committees provided they are already covered by the local apprenticeship standards. The ratio of work performed by apprentices to journeymen, who shall be employed in the craft or trade on the Project, may be the ratio stipulated in the apprenticeship standards under which the joint apprenticeship committee operates, but, except as otherwise provided in this section, in no case shall the ratio be less than one (1) hour of apprentice work for every five (5) hours of labor performed by a journeyman. However, the minimum ratio for the land surveyor classification shall not be less than one (1) apprentice for each five (5) journeymen.

### 13.10.3 JOURNEYMAN/APPRENTICE RATIO; COMPUTATION OF HOURS

Any ratio shall apply during any day or portion of a day when any journeyman, or the higher standard stipulated by the joint apprenticeship committee, is employed at the job Site and shall be computed on the basis of the hours worked during the day by journeymen so employed, except for the land surveyor classification. The Contractor shall employ apprentices for the number of hours computed as above before the end of the Contract. However, the Contractor shall endeavor, to the greatest extent possible, to employ apprentices during the same time period that the journeymen in the same craft or trade are employed at the job Site. Where an hourly apprenticeship ratio is not feasible for a particular craft or trade, the Division of Apprenticeship Standards, upon application of a joint apprenticeship committee, may order a minimum ratio of not less than one (1) apprentice for each five (5) journeymen in a craft or trade classification.

### 13.10.4 JOURNEYMAN/APPRENTICE RATIO

The Contractor or Subcontractor, if he or she is covered by this section upon the issuance of the approval certificate, or if he or she has been previously approved in the craft or trade, then shall employ the number of apprentices or the ratio of apprentices to journeymen stipulated in the apprenticeship standards. Upon proper showing by the Contractor that he or she employs apprentices in the craft or trade in the state on all of his or her contracts on an annual average of not less than one (1) hour of apprentice work for every five (5) hours of labor performed by a journeyman, or in the land surveyor classification, one (1) apprentice for each five (5) journeymen, the Division of Apprenticeship Standards may grant a certificate exempting the Contractor from the 1-to-5 hourly ratio as set forth in this section. This section shall not apply to contracts of general contractors or to contracts of specialty contractors not bidding for work through a general or prime contractor, when the contracts of general contractors or those specialty contractors involve less than Thirty Thousand Dollars ($30,000) or twenty (20) working days. Any work performed by a journeyman in excess of eight (8) hours per day or forty (40) hours per week, shall not be used to calculate the hourly ratio required by this section.

13.10.4.1 ***Apprenticeable Craft or Trade.*** "Apprenticeable craft or trade" as used in this Article means a craft or trade determined as an apprenticeable occupation in accordance with the rules and regulations prescribed by the California Apprenticeship Council. The joint apprenticeship committee shall have the discretion to grant a certificate, which shall be subject to the approval of the Administrator of Apprenticeship, exempting a Contractor from the 1-to-5 ratio set forth in this Article when it finds that any one of the following conditions is met:

A. Unemployment for the previous three-month period in the area exceeds an average of fifteen percent (15%).

B. The number of apprentices in training in such area exceeds a ratio of 1-to-5.

C. There is a showing that the apprenticeable craft or trade is replacing at least one-thirtieth (1/30) of its journeymen annually through the apprenticeship training, either on a statewide basis or on a local basis.

D. Assignment of an apprentice to any work performed under this contract would create a condition which would jeopardize his or her life or the life, safety, or property of fellow employees or the public at large or if the specific task to which the apprentice is to be assigned is of such a nature that training cannot be provided by a journeyman.

13.10.5 **RATIO EXEMPTION**

When exemptions are granted to an organization which represents Contractors in a specific trade from the 1-to-5 ratio on a local or statewide basis, the member Contractors will not be required to submit individual applications for approval to local joint apprenticeship committees, if they are already covered by the local apprenticeship standards.

13.10.6 **APPRENTICE FUND**

A Contractor to whom the Contract is awarded or any Subcontractor under him or her, who, in performing any of the work under the Contract, employs journeymen or apprentices in any apprenticeable craft or trade and who is not contributing to a fund or funds to administer and conduct the apprenticeship program in any such craft or trade in the area of the Site of the Project, to which fund or funds other contractors in the area of the Site of the Project are contributing, shall contribute to the fund or funds in each craft or trade in which he or she employs journeymen or apprentices on the Project in the same amount or upon the same basis and in the same manner as the other contractors do, but where the trust fund administrators are unable to accept the funds, contractors not signatory to the trust agreement shall pay a like amount to the California Apprenticeship Council. The Contractor or Subcontractor may add the amount of the contributions in computing his or her bid for the contract. The Division of Labor Standards Enforcement is authorized to enforce the payment of the contributions to the fund or funds as set forth in the Labor Code section 227.

### 13.10.7 PRIME CONTRACTOR COMPLIANCE

The responsibility of compliance with section 13.10 and section 1777.5 of the Labor Code for all apprenticeable occupations is with the Prime Contractor.

### 13.10.8 DECISIONS OF JOINT APPRENTICESHIP COMMITTEE

All decisions of the joint apprenticeship committee under this section 13.10 and Labor Code section 1777.5 are subject to Labor Code section 3081.

### 13.10.9 NO BIAS

It shall be unlawful for an employer or a labor union to refuse to accept otherwise qualified employees as registered apprentices on any public works on the grounds of race, religious creed, color, national origin, ancestry, sex, or age, except as provided in the Labor Code section 3077.

### 13.10.10 VIOLATION OF LABOR CODE

Pursuant to Labor Code sections 1777.1 and 1777.7, if a Contractor or Subcontractor fails to comply with the provisions of this section 13.10 and Labor Code section 1777.5, among other things:

(a) If a contractor or subcontractor willfully fails to comply, the Labor Commissioner may deny to the contractor or subcontractor, and to its responsible officers, the right to bid on, or be awarded or perform work as a subcontractor on, any public works project for a period of up to one year for the first violation and for a period of up to three years for the second and subsequent violation. Each period of debarment shall run from the date the determination of noncompliance by the Labor Commissioner becomes a final order.

(b) A contractor or subcontractor who violates section 1777.5 shall forfeit as a civil penalty an amount not exceeding the sum of one hundred dollars ($100) for each full

calendar day of noncompliance. Upon receipt of a determination that a civil penalty has been imposed, the awarding body shall enforce the penalty, which includes withholding the amount of the civil penalty from the Sublease Payments then due or to become due.

(c) In lieu of the penalty provided, the Labor Commissioner may for a first time violation and with the concurrence of an applicable apprenticeship program, order the contractor or subcontractor to provide apprentice employment equivalent to the work hours that would have been provided for apprentices during the period of noncompliance.

(d) Any funds withheld by the awarding body pursuant to this section shall be deposited in the General Fund.

(e) The interpretation and enforcement of section 1777.5 and this section shall be in accordance with the regulations of the California Apprenticeship Council.

Pursuant to Public Contract Code section 6109, no contractor or subcontractor may bid on, be awarded, or perform work as a subcontractor on a public works project if ineligible to bid or work on, or be awarded, a public works project pursuant to section 1777.1 of the Labor Code.

## 13.11 ASSIGNMENT OF ANTITRUST CLAIMS

### 13.11.1 APPLICATION

Pursuant to Public Contract Code section 7103.5 and Government Code section 4552, in entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the Contractor or Subcontractor offers and agrees to assign to the Owner all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act, (15 U.S.C. § 15) or under the Cartwright Act (Chapter 2 [commencing with § 16700] of Part 2 of Division 7 of the Bus. & Prof. Code), arising from the purchase of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the Owner tenders Final Sublease Payment to the Contractor, without further acknowledgment by the parties. If the Owner receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under Chapter 11 (commencing with § 4550) of Division 5 of Title 1 of the Government Code, then the assignor may, upon demand, recover from the Owner any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the Owner as part of the bid price, less the expenses incurred in obtaining that portion of the recovery.

### 13.11.2 ASSIGNMENT OF CLAIM

Upon demand in writing by the assignor, the Owner shall, within one (1) year from such demand, reassign the cause of action assigned pursuant to this Article if the assignor has been or may have been injured by the violation of law for which the cause of action arose and the Owner has not been injured thereby or the Owner declines to file a court action for the cause of action.

## 13.12 AUDIT

Pursuant to and in accordance with the provisions of Government Code section 8546.7, or any amendments thereto, all books, records, and files of the Owner, the Contractor, or any Subcontractor connected with the performance of this Contract involving the expenditure of state funds in excess of Ten Thousand Dollars ($10,000.00), including, but not limited to, the administration thereof, shall be subject to the examination and audit of the Office of the Auditor General of the State of California for a period of three (3) years after the final Sublease Payment under this Contract. Contractor shall preserve and cause to be preserved such books, records, and files for the audit period. During the progress of the Work and for three (3) years after the final sublease payment under the Contract, Owner shall also have the right to an audit of all of Contractor's documents (both electronic and hard copy) related to the project, including but not limited to books, records, subcontracts, material and equipment contracts, and files, and Contractor must cooperate by producing all requested items within seven (7) days.

## 13.13 STORM WATER DISCHARGE PERMIT

If applicable, the Contractor shall file a Notice of Intent to comply with the terms of the general permit to discharge storm water associated with construction activity (WQ Order No. 920-08-DWQ). The Notice of Intent must be sent to the following address along with the appropriate payment (warrant to be furnished by the Owner upon request by the Contractor, allow warrant processing time.): California State Water Resources Control Board, Division of Water Quality, Storm Water Permit Unit, P.O. Box 1977, Sacramento, CA 95812-1977. The Contractor may also call the State Water Board's Construction Activity Storm Water Hotline at (916) 657-1146. The Notice of Intent shall be filed prior to the start of any construction activity.

# ARTICLE 14
# TERMINATION OR SUSPENSION OF THE CONTRACT

## 14.1 TERMINATION BY THE CONTRACTOR FOR CAUSE

Contractor may not terminate performance for convenience. Contractor may only terminate performance for cause if the Work is stopped by others for a period of one hundred eighty (180) consecutive days through no act or fault of the Contractor, a Subcontractor of any tier, their agents or employees, or any other persons performing portions of the Work for whom the Contractor is contractually responsible, **and** the Work was stopped by others for one of the following reasons: (A) Issuance of an order of a court or other public authority having jurisdiction which requires Owner to stop all Work; or (B) an act of government, such as a declaration of national emergency, making material unavailable which requires Owner to stop all Work. If such grounds exist, then the Contractor may serve written notice of such grounds on Owner and demand a meet-and-confer conference to negotiate a resolution in good faith within twenty (20) days of Owner's receipt of such notice. If such conference does not lead to resolution and the grounds for termination still exist, then Contractor may terminate the Contract and recover from the Owner payment for Work executed and for reasonable verified costs with respect to materials, equipment, tools, construction equipment, and machinery, including reasonable overhead, profit, and damages for the Work

executed, but excluding overhead (field and home office) and profit for (i) Work not performed and (ii) the period of time that the Work was stopped.

## 14.2 TERMINATION BY THE OWNER FOR CAUSE

### 14.2.1 GROUNDS FOR TERMINATION

The Owner may terminate performance of the Contract if the Contractor:

A. Refuses or fails to supply enough properly skilled workers or proper materials, or refuses or fails to take steps to adequately prosecute the Work toward Completion by the Date for Completion or a Milestone Deadline;

B. Fails to make payment to Subcontractors for materials or labor in accordance with Public Contract Code section 10262 or Business and Professions Code section 7108.5, as applicable;

C. Disregards laws, ordinances, rules, regulations, or orders of a public authority having jurisdiction;

D. Violates Labor Code section 1771.1(a), subject to the provisions of Labor Code section 1771.1(f); or

E. Otherwise is in breach of the Contract Documents.

### 14.2.2 NOTIFICATION OF TERMINATION

When any of the above reasons exist, the Owner may, without prejudice to any other rights or remedies of the Owner, give notice to Contractor of the grounds for termination and demand cure of the grounds within seven (7) days (a "Notice of Intent to Terminate"). If Contractor fails to **either** (a) completely cure the grounds for termination within seven (7) days **or** (b) reasonably commence cure of the grounds for termination within seven (7) days and reasonably continue to cure the grounds for termination until such cure is complete, then Owner may terminate performance of the Contract effective immediately upon service of written Notice of Termination and may, subject to any prior rights of Contractor's surety on the performance bond ("Surety"):

A. Take possession of the Site and of all material, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;

B. Accept assignment of subcontracts pursuant to section 5.4; and

C. Complete the Work by whatever reasonable method the Owner may deem expedient, including tender of completion to the Surety.

### 14.2.3 PAYMENTS

If the Owner terminates performance of the Contract for one of the reasons stated in section 14.2.1, then the Contractor shall not be entitled to receive further payment until the Work is Complete.

If the unpaid balance of the Total Sublease Amount exceeds costs of Completing the Work, including compensation for professional services and expenses made necessary thereby, then such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, then the Contractor shall pay the difference to the Owner. This payment obligation shall survive Completion of the Contract.

#### 14.2.4 WRONGFUL TERMINATION

To claim a breach of contract or violation of law based on alleged wrongful termination for cause by the Owner, or if Contractor otherwise seeks any payment or damages related to a termination, within fifteen (15) days of the alleged breach of contract, violation of law, or wrongful termination Contractor shall submit a Claim pursuant and subject to Sections 4.5.3-4.5.6. The Contractor need not submit a Notice of Potential Change or a Change Order Request.

#### 14.2.5 INCLUSION OF TERMINATION FOR CONVENIENCE

Any purported termination by Owner for cause under this section 14.2, which is revoked or determined to not have been for cause, shall be deemed to have been a termination for convenience effective as of the same date as the purported termination for cause.

### 14.3 SUSPENSION OR TERMINATION BY THE OWNER FOR CONVENIENCE

#### 14.3.1 SUSPENSION BY OWNER

The Owner may, without cause, order the Contractor in writing to suspend, delay, or interrupt the Work in whole or in part for such period of time as the Owner may determine.

14.3.1.1 ***Adjustments.*** An adjustment shall be made for increases in the cost of performance of the Contract, including profit on the increased cost of performance caused by suspension, delay, or interruption. No adjustment shall be made to the extent:

A. That performance is, was or would have been so suspended, delayed, or interrupted by another cause for which the Contractor is responsible; or
B. That an equitable adjustment is made or denied under another provision of this Contract.

14.3.1.2 ***Adjustments for Fixed Cost.*** Adjustments made in the cost of performance may have a mutually agreed fixed or percentage fee.

14.3.2 **TERMINATION BY THE OWNER FOR CONVENIENCE**

14.3.2.1 The Owner may, at any time, terminate performance of the Contract for the Owner's convenience and without cause.

14.3.2.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall:

1. Cease operations as directed by the Owner in the notice;

2. Take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and

3. Except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

14.3.2.3 In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination.

## 14.4 NOT A WAIVER

Any suspension or termination by Owner of performance by Contractor for convenience or cause under this Article 14 shall not act as a waiver of any claims by Owner against Contractor or others for damages based on breach of contract, negligence or other grounds.

## 14.5 MUTUAL TERMINATION FOR CONVENIENCE

The Contractor and the Owner may mutually agree in writing to terminate performance of this Contract for convenience. The Contractor shall receive payment for all Work performed to the date of termination in accordance with the provisions of Article 9.

## 14.6 EARLY TERMINATION

Notwithstanding any provision herein to the contrary, if for any fiscal year of this Contract the governing body of the Owner fails to appropriate or allocate funds for future periodic payments under the Contract after exercising reasonable efforts to do so, then the Owner may upon thirty (30) days' notice, order work on the Project to cease. The Owner will remain obligated to pay for the work already performed but shall not be obligated to pay the balance remaining unpaid beyond the fiscal period for which funds have been appropriated or allocated and for which the work has not been done.

# NONCOLLUSION DECLARATION

Owner: Oakland Unified School District
Project: Fremont High School Modernization Project
Site: Fremont High School

The undersigned declares:

I am the Vice President of Cahill Contractors LLC, the party making the foregoing bid or proposal ("Bid").

The Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The Bid is genuine and not collusive or sham. The bidder or proposer ("Bidder") has not directly or indirectly induced or solicited any other Bidder to put in a false or sham bid. The Bidder has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham Bid, or to refrain from bidding or proposing ("Bidding"). The Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Bid price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the Bid price, or of that of any other Bidder. All statements contained in the Bid are true. The Bidder has not, directly or indirectly, submitted his or her Bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, Bid depository, or to any member or agent thereof to effectuate a collusive or sham Bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a Bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on September 9, 2024, at San Francisco [*city*], CA [*state*].

Signature

ARASH BARADARAN
Print Name

## WORKERS' COMPENSATION CERTIFICATE

Labor Code Section 3700, in relevant part, provides:

> "Every employer except the state shall secure the payment of compensation in one or more of the following ways:
>
> (a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.
>
> (b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer or as one employer in a group of employers. Said certificate may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees, … "

I am aware of the provisions of the Labor Code Section 3700 which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract. I shall supply the Owner with certificates of insurance evidencing that Workers' Compensation Insurance is in effect and providing that the Owner will receive thirty (30) days' notice of cancellation.

Cahill Contractors LLC
Name of Contractor

Signature

Arash Baradaran
Print Name

9/9/24
Date

(In accordance with Article 5 (commencing at Section 1860], Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under the contract.)

# DRUG-FREE WORKPLACE CERTIFICATION

The Drug-Free Workplace Act of 1990 (Government Code sections 8350 *et seq.*) requires that every person or organization awarded a contract or grant for the procurement of any property or services from any State agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract awarded by a State agency may be subject to suspension of payments or termination of the contract, or both, and the contractor may be subject to debarment from future contracting if the state agency determines that specified acts have occurred.

Pursuant to Government Code Section 8355, every person or organization awarded a contract or grant from a State agency shall certify that it will provide a drug-free workplace by doing all of the following:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition;

(b) Establishing a drug-free awareness program to inform employees about all of the following:

(1) The dangers of drug abuse in the workplace;
(2) The person's or organization's policy of maintaining a drug-free workplace;
(3) The availability of drug counseling, rehabilitation and employee-assistance programs;
(4) The penalties that may be imposed upon employees for drug abuse Violations;

(c) Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code Section 8355 listed above and will publish a statement notifying employees concerning (a) the prohibition of controlled substance at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by Section 8355(a) and requiring that the employee agree to abide by the terms of that statement.

I also understand that if the Owner determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of Section 8355, that the contract or grant awarded herein is subject to suspension of payments, termination, or both. I further understand that should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of Section 8350 *et seq.*

I acknowledge that I am aware of the provisions of Government Code Section 8350 *et seq.* and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

Cahill Contractors LLC
Name of Contractor


Signature

Arash Baradaran
Print Name

9/9/24
Date

**FINGERPRINTING NOTICE AND ACKNOWLEDGMENT**
**FOR CONSTRUCTION CONTRACTS**
(Education Code Section 45125.2)

Business entities entering into contracts with the Owner for the construction, reconstruction, rehabilitation or repair of a facility may comply with Education Code section 45125.2, in which case it would not have to comply with Section 45125.1. If such an entity is not compliant with Section 45125.2, then it must comply with Section 45125.1. Such entities are responsible for ensuring full compliance with the law and should therefore review all applicable statutes and regulations. Therefore, the following information is provided simply to assist you with compliance with the law:

1. The Owner has determined that your employee(s), or you as a sole proprietor, will have more than limited contact with students, therefore the law requires that you must use one or more of the following methods to ensure the safety of pupils (Education Code §45125.2(a)):

2.

   a. Install a physical barrier at the worksite to limit contact with pupils.

   b. If you are not a sole proprietorship, have one of your employees, whom the Department of Justice has ascertained has not been convicted of a violent or serious felony (see ***Attachment A*** to this Notice and Acknowledgement), continually monitor and supervise all of your employees. For the Department of Justice to so ascertain, your employee may submit fingerprints to the Department of Justice pursuant to Education Code section 45125.1(a).

   c. Arrange, with Owner's approval, for surveillance of your employees by Owner's personnel.

   Prior to commencing the Work, you shall submit the Independent Contractor Student Contact Form (see ***Attachment B*** to this Notice and Acknowledgement) to the Owner, which will indicate which of the above methods you will use.

2. If you are providing services in an emergency or exceptional situation, you are not required to comply with Education Code section 45125.2, above. An "emergency or exceptional" situation is one in which pupil health or safety is endangered or when repairs are needed to make a facility safe and habitable. Owner shall determine whether an emergency or exceptional situation exists. (Education Code §45125.2(d).)

3. If you use one or more of the three methods in Section 1 (above), you are not required to comply with Education Code section 45125.1. (Education Code §45125.2(b).)

I have read the foregoing and agree to comply with the requirements of this notice and Education Code sections 45125.1 and 45125.2 as applicable.

Dated: 9/9/24

Signature

Name: Arash Baradaran

Title: Vice President

## ATTACHMENT A

### Violent and Serious Felonies

Under Education Code section 45125.2, no employee of a contractor or subcontractor who has been convicted of or has criminal proceedings pending for a violent or serious felony may come into contact with any student. A violent felony is any felony listed in subdivision (c) of Section 667.5 of the Penal Code. Those felonies are presently defined as:

(1) Murder or voluntary manslaughter.

(2) Mayhem.

(3) Rape as defined in paragraph (2) or (6) of subdivision (a) of Section 261 or paragraph (1) or (4) of subdivision (a) of Section 262.

(4) Sodomy as defined in subdivision (c) or (d) of Section 286.

(5) Oral copulation as defined in subdivision (c) or (d) of Section 288a.

(6) Lewd or lascivious act as defined in subdivision (a) or (b) of Section 288.

(7) Any felony punishable by death or imprisonment in the state prison for life.

(8) Any felony in which the defendant inflicts great bodily injury on any person other than an accomplice which has been charged and proved as provided for in Section 12022.7, 12022.8, or 12022.9 on or after July 1, 1977, or as specified prior to July 1, 1977, in Sections 213, 264, and 461, or any felony in which the defendant uses a firearm which use has been charged and proved as provided in subdivision (a) of Section 12022.3, or Section 12022.5 or 12022.55.

(9) Any robbery.

(10) Arson, in violation of subdivision (a) or (b) of Section 451.

(11) Sexual penetration as defined in subdivision (a) or (j) of Section 289.

(12) Attempted murder.

(13) A violation of Section 18745, 18750, or 18755.

(14) Kidnapping.

(15) Assault with the intent to commit a specified felony, in violation of Section 220.

(16) Continuous sexual abuse of a child, in violation of Section 288.5.

(17) Carjacking, as defined in subdivision (a) of Section 215.

(18) Rape, spousal rape, or sexual penetration, in concert, in violation of Section 264.1.

(19) Extortion, as defined in Section 518, which would constitute a felony violation of Section 186.22 of the Penal Code.

(20) Threats to victims or witnesses, as defined in Section 136.1, which would constitute a felony violation of Section 186.22 of the Penal Code.

(21) Any burglary of the first degree, as defined in subdivision (a) of Section 460, wherein it is charged and proved that another person, other than an accomplice, was present in the residence during the commission of the burglary.

(22) Any violation of Section 12022.53.

(23) A violation of subdivision (b) or (c) of Section 11418.

A serious felony is any felony listed in subdivision (c) Section 1192.7 of the Penal Code. Those felonies are presently defined as:

> (1) Murder or voluntary manslaughter; (2) Mayhem; (3) Rape; (4) Sodomy by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person; (5) Oral copulation by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person; (6) Lewd or lascivious act on a child under the age of 14 years; (7) Any felony punishable by death or imprisonment in the state prison for life; (8) Any felony in which the defendant personally inflicts great bodily injury on any person, other than an accomplice, or any felony in which the defendant personally uses a firearm; (9) Attempted murder; (10) Assault with intent to commit rape, or robbery; (11) Assault with a deadly weapon or instrument on a peace officer; (12) Assault by a life prisoner on a non-inmate; (13) Assault with a deadly weapon by an inmate; (14) Arson; (15) Exploding a destructive device or any explosive with intent to injure; (16) Exploding a destructive device or any explosive causing bodily injury, great bodily injury, or mayhem; (17) Exploding a destructive device or any explosive with intent to murder; (18) Any burglary of the first degree; (19) Robbery or bank robbery; (20) Kidnapping; (21) Holding of a hostage by a person confined in a state prison; (22) Attempt to commit a felony punishable by death or imprisonment in the state prison for life; (23) Any felony in which the defendant

personally used a dangerous or deadly weapon; (24) Selling, furnishing, administering, giving, or offering to sell, furnish, administer, or give to a minor any heroin, cocaine, phencyclidine (PCP), or any methamphetamine-related drug, as described in paragraph (2) of subdivision (d) of Section 11055 of the Health and Safety Code, or any of the precursors of methamphetamines, as described in subparagraph (A) of paragraph (1) of subdivision (f) of Section 11055 or subdivision (a) of Section 11100 of the Health and Safety Code; (25) Any violation of subdivision (a) of Section 289 where the act is accomplished against the victim's will by force, violence, duress, menace, or fear of immediate and unlawful bodily injury on the victim or another person; (26) Grand theft involving a firearm; (27)carjacking; (28) any felony offense, which would also constitute a felony violation of Section 186.22; (29) assault with the intent to commit mayhem, rape, sodomy, or oral copulation, in violation of Section 220; (30) throwing acid or flammable substances, in violation of Section 244; (31) assault with a deadly weapon, firearm, machine gun, assault weapon, or semiautomatic firearm or assault on a peace officer or firefighter, in violation of Section 245; (32) assault with a deadly weapon against a public transit employee, custodial officer, or school employee, in violation of Sections 245.2, 245.3, or 245.5; (33) discharge of a firearm at an inhabited dwelling, vehicle, or aircraft, in violation of Section 246; (34) commission of rape or sexual penetration in concert with another person, in violation of Section 264.1; (35) continuous sexual abuse of a child, in violation of Section 288.5; (36) shooting from a vehicle, in violation of subdivision (c) or (d) of Section 26100; (37) intimidation of victims or witnesses, in violation of Section 136.1; (38) criminal threats, in violation of Section 422; (39) any attempt to commit a crime listed in this subdivision other than an assault; (40) any violation of Section 12022.53; (41) a violation of subdivision (b) or (c) of Section 11418; and (42) any conspiracy to commit an offense described in this subdivision.

**ATTACHMENT B**

**INDEPENDENT CONTRACTOR STUDENT CONTACT FORM FOR CONSTRUCTION CONTRACTS**

*Note: This form must be submitted by Contractor before it may commence any work.*

Contractor Firm Name: Cahill Contractors LLC
Supervisor/Foreman Name: Raymundo Lopez
Start Date: Q1 2025
Completion Date: Summer 2025
Location of Work: Fremont HS
Hours of Work: 7:00 – 3:30 M-F
Length of Time on Grounds:
Number of Employees on the Job: 20 ±

I am an owner or officer of Contractor authorized to sign this document on behalf of Contractor. Contractor acknowledges that the Owner has determined that Contractor's employees, or that Contractor as a sole proprietor, will have more than limited contact with students. Therefore, in order to comply with Education Code section 45125.2, Contractor will use the following methods to ensure student safety (check at least one):

[X] A physical barrier will be installed at the worksite to limit contact with pupils.

[X] Contractor is not a sole proprietorship, and its employees will be continually monitored and supervised by one of its employees who has not been convicted of a violent or serious felony.

Name of Supervising Employee: Raymundo Lopez

Date of Department of Justice verification that supervising employee has not been convicted of a violent or serious felony:

Name of employee who is the custodian of the Department of Justice verification information:

[ ] The Owner has agreed that Contractor's employees, or Contractor as sole proprietor, will be surveilled by Owner's personnel.

If Contractor does not comply with the requirements of Education Code section 45125.2, then Contractor will comply with the requirements of Education Code section 45125.1.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

Dated: 9/9/24

Signature: _____
Typed Name: Arash Baradaran
Title: Vice President
Contractor: Cahill Contractors LLC

# IRAN CONTRACTING ACT CERTIFICATION
## (Public Contract Code sections 2202-2208)
## (To be Executed by Proposing Entity and Submitted With Proposal)

As required by Public Contract Code ("PCC") section 2204 for contracts of $1,000,000 or more, please insert proposer's or financial institution's name and Federal ID Number (if available) and complete **one** of the options below. Please note that California law establishes penalties for providing false certifications, including civil penalties equal to the greater of $250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts. (PCC §2205.)

### OPTION #1 - CERTIFICATION

I, the official named below, certify I am duly authorized to execute this certification on behalf of the proposer/financial institution identified below, and the proposer/financial institution identified below is **not** on the current list of persons engaged in investment activities in Iran created by California Department of General Services ("DGS") and is not a financial institution extending twenty million dollars ($20,000,000) or more in credit to another person/proposer, for 45 days or more, if that other person/proposer will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS. (PCC §2204(a).)

| *Proposer Name/Financial Institution (Printed)* Cahill Contractors LLC | *Federal ID Number (or n/a)* 47-3946807 |
|---|---|
| *By (Authorized Signature)* | |
| *Printed Name and Title of Person Signing* Arash Baradaran, Vice President | |
| *Date Executed* 9/9/24 | *Executed in* San Francisco, CA |

### OPTION #2 – EXEMPTION

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a proposer/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to submit a proposal for, or enter into or renew, a contract for goods and services. If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below, and attach documentation demonstrating the exemption approval.

| *Proposer Name/Financial Institution (Printed)* | *Federal ID Number (or n/a)* |
|---|---|
| *By (Authorized Signature)* | |
| *Printed Name and Title of Person Signing* | *Date Executed* |

# Cahill Contractors Local Business Utilization Strategy

# OUSD Fremont High School – Bldg A Modernization (Roof) and New Parking Lot

**Date:**
**03/12/2024**

425 CALIFORNIA STREET, SUITE 2200
SAN FRANCISCO, CA 94104
P (415) 986-0600

1111 BROADWAY, SUITE 1340
OAKLAND, CA 94607
P (510) 250-8500

2001 GATEWAY PLACE, SUITE 270W
SAN JOSE, CA 95110
P (408) 703-0133

CAHILL-SF.COM

Cahill has had an Oakland office for 17 years at 1111 Broadway and our material and equipment yard is located off of High Street. As an Oakland LBE company we seek to serve the communities in which we work and live. Cahill is commitment to OUSD's Local Business Utilization Policy. We see it as an opportunity to help small and local businesses grow, and we value the opportunity to foster these relationships on Oakland projects and throughout the Bay Area. We continue to work on multiple projects outside of OUSD under City of Oakland subcontracting goals as well. Our approach to meeting LBU goals is outlined below. Once awarded a project Cahill will:

1. Begin LBU outreach by contacting and stimulating interest in the project with firms certified from the below entities:
    a. City of Oakland
    b. Port of Oakland
    c. Alameda County of Transportation Commission
    d. Alameda County Department of General Services
    e. Us Department of Transportation
    f. California Public Utilities Commission
2. Engage certified firms in the budgeting process.
3. Develop bid packages of appropriate size/scope to attract companies of all sizes.
4. Setup mentor-protégé relationships between small local businesses and Cahill and/or subcontractors.
5. Partner small local business as second tier subcontractors or suppliers.
6. Possibly enter a project specific JV relationship with a certified SLBE firm if appropriate for the project or a specific scope of work. *Note: Cahill has successfully completed three OUSD projects as a JV partner with FOCON, Inc. and has an active JV agreement and contractors license.*
7. Advertise project opportunities in industry and local publications including:
    a. Bid Clerk
    b. Blue Book
    c. Daily Pacific Builder
    d. Dodge Reports
    e. Oakland Post
    f. Oakland Tribune
    g. Small Business Exchange
8. Utilize local outreach specialist (i.e. Tonma)

Beyond meeting LBU goals at time of GMP it is critical Cahill supports the firms throughout the construction process to achieve both a successful project for the subcontractors and the client. Cahill has supported project partners in the following ways:

1. Assist in project set-up, planning, coordination, submittals and procurement.
2. Joint check material suppliers.
3. Joint check union dues.
4. Provide payment bi-weekly or weekly for subcontractors payroll. Cahill funds this in advance of receipt of payment from the client via the monthly pay draw.
5. In the case of a subcontractor utilizing union carpenters or laborers, Cahill can support project with union staff.

By following the above Cahill has successfully met and exceeded Local Business Utilization goals across four OUSD projects over the last decade and over $150 Million in value.

## LOCAL BUSINESS UTILIZATION AFFIRMATION WORKSHEET

Contractor: Cahill Contractors LLC

The Contractor affirms that it will achieve OUSD's minimum Local Business Utilization (LBU) requirements. Included in the proposal is a detailed narrative and strategy describing how the Contractor intends to meet or exceed the LBU requirements.

The narrative should describe previously implemented methods used for successful Local Business Utilization and should be inclusive of at least one relevant California K-12 Lease-Leaseback example.

The narrative should include the Contractor's LBU strategy, but not limited, to the following:

- Identified Joint-Venture partnership agreements at the prime and sub level
- An outline of small and local firms with planned partnership
- Areas and/or scopes that have been identified as carve out opportunities for small, local partners
- Other identified opportunities for local and small local utilization

The submitted narrative and strategy will be scored and awarded up to 5 additional points.

Minimum Local Business Participation per District Policy can be found in the following link: https://www.ousd.org/facilities-planning-management-department/opportunities/local-business-utilization-lbu-policy

Signature: _____

Date: 03 / 12 / 2024

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/9/2024

**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**<br>Woodruff-Sawyer & Co.<br>50 California Street, Floor 12<br>San Francisco CA 94111 | **CONTACT NAME:** Susan Lane<br>**PHONE (A/C, No, Ext):** 415-402-6627 **FAX (A/C, No):** 415-989-9923<br>**E-MAIL ADDRESS:** selane@woodruffsawyer.com |
| **INSURED** CAHILL0-01<br>Cahill Contractors LLC<br>425 California Street, Suite 2200<br>San Francisco, CA 94104 | **INSURER(S) AFFORDING COVERAGE** / **NAIC #**<br>**INSURER A :** Arch Insurance Company 11150<br>**INSURER B :** Indian Harbor Insurance Company 36940<br>**INSURER C :** Zurich American Insurance Company 16535<br>**INSURER D :** Arch Indemnity Insurance Company 30830<br>**INSURER E :**<br>**INSURER F :** |

**COVERAGES** **CERTIFICATE NUMBER:** 1099756986 **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 | X **COMMERCIAL GENERAL LIABILITY**<br>☐ CLAIMS-MADE ☒ OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>☐ POLICY ☒ PRO-JECT ☐ LOC<br>☐ OTHER: | Y | Y | ZAGLB9240404 | 7/1/2024 | 7/1/2025 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $ 2,000,000<br>$ 300,000<br>$ 10,000<br>$ 2,000,000<br>$ 4,000,000<br>$ 4,000,000 |
| C | **AUTOMOBILE LIABILITY**<br>X ANY AUTO<br>☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS<br>X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY | Y | Y | BAP186479303 | 7/1/2024 | 7/1/2025 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $ 1,000,000<br>$<br>$<br>$ |
| | ☐ **UMBRELLA LIAB** ☐ OCCUR<br>☐ **EXCESS LIAB** ☐ CLAIMS-MADE<br>☐ DED ☐ RETENTION $ | | | | | | EACH OCCURRENCE<br>AGGREGATE | $<br>$ |
| D | **WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N<br>ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐<br>**(Mandatory in NH)**<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | Y | ZAWCI9786200 | 7/1/2024 | 7/1/2025 | X PER STATUTE ☐ OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |
| B | Pollution-Professional Liab | | Y | CEO744654207 | 7/1/2024 | 7/1/2025 | Each Occurrence<br>Aggregate | $2,000,000<br>$4,000,000 |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

Re: The Modernization Project at Fremont High School, 4610 Foothill Boulevard, Oakland, California 94601 - Oakland Unified School District, its Board members, employees and agents, and others as required by contract and Hibser Yamauchi Architects, Inc., 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.

**CERTIFICATE HOLDER**

Oakland Unified School District
1011 Union Street
Oakland CA 94607

**CANCELLATION**

**SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.**

**AUTHORIZED REPRESENTATIVE**

Zoe Overbay

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# Coverage Extension Endorsement

ZURICH®

| Policy No. | Eff. Date of Pol. | Exp. Date of Pol. | Eff. Date of End. | Producer No. | Add'l Prem. | Return Prem. |
|---|---|---|---|---|---|---|
| BAP186479303 | 07/01/2024 | 07/01/2025 | | 70724000 | INCL | |

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the:

**Business Auto Coverage Form**
**Motor Carrier Coverage Form**

## A. Amended Who Is An Insured

**1.** The following is added to the **Who Is An Insured** Provision in **Section II – Covered Autos Liability Coverage**:

The following are also "insureds":

**a.** Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow for acts performed within the scope of employment by you. Any “employee” of yours is also an “insured” while operating an “auto” hired or rented under a contract or agreement in an “employee’s” name, with your permission, while performing duties related to the conduct of your business.

**b.** Anyone volunteering services to you is an "insured" while using a covered "auto" you don’t own, hire or borrow to transport your clients or other persons in activities necessary to your business.

**c.** Anyone else who furnishes an "auto" referenced in Paragraphs **A.1.a.** and **A.1.b.** in this endorsement.

**d.** Where and to the extent permitted by law, any person(s) or organization(s) where required by written contract or written agreement with you executed prior to any "accident", including those person(s) or organization(s) directing your work pursuant to such written contract or written agreement with you, provided the "accident" arises out of operations governed by such contract or agreement and only up to the limits required in the written contract or written agreement, or the Limits of Insurance shown in the Declarations, whichever is less.

**2.** The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary and Excess Insurance Provisions Condition** in the Motor Carrier Coverage Form**:**

Coverage for any person(s) or organization(s), where required by written contract or written agreement with you executed prior to any "accident", will apply on a primary and non-contributory basis and any insurance maintained by the additional "insured" will apply on an excess basis. However, in no event will this coverage extend beyond the terms and conditions of the Coverage Form.

## B. Amendment – Supplementary Payments

Paragraphs **a.(2)** and **a.(4)** of the **Coverage Extensions** Provision in **Section II – Covered Autos Liability Coverage** are replaced by the following:

**(2)** Up to $5,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

**(4)** All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 a day because of time off from work.

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**C. Fellow Employee Coverage**

The **Fellow Employee** Exclusion contained in **Section II – Covered Autos Liability Coverage** does not apply.

**D. Driver Safety Program Liability and Physical Damage Coverage**

**1.** The following is added to the **Racing** Exclusion in **Section II – Covered Autos Liability Coverage**:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

**2.** The following is added to Paragraph **2.** in the **Exclusions** of **Section III – Physical Damage Coverage** of the Business Auto Coverage Form and Paragraph **2.b.** in the **Exclusions** of **Section IV – Physical Damage Coverage** of the Motor Carrier Coverage Form:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

**E. Lease or Loan Gap Coverage**

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

**Lease Or Loan Gap Coverage**

In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

**a.** Any amount paid under the **Physical Damage Coverage** Section of the Coverage Form; and

**b.** Any:

**(1)** Overdue lease or loan payments at the time of the "loss";

**(2)** Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;

**(3)** Security deposits not returned by the lessor;

**(4)** Costs for extended warranties, credit life insurance, health, accident or disability insurance purchased with the loan or lease; and

**(5)** Carry-over balances from previous leases or loans.

**F. Towing and Labor**

Paragraph **A.2.** of the **Physical Damage Coverage** Section is replaced by the following:

We will pay up to $75 for towing and labor costs incurred each time a covered "auto" of the private passenger type is disabled. However, the labor must be performed at the place of disablement.

**G. Extended Glass Coverage**

The following is added to Paragraph **A.3.a.** of the **Physical Damage Coverage** Section:

If glass must be replaced, the deductible shown in the Declarations will apply. However, if glass can be repaired and is actually repaired rather than replaced, the deductible will be waived. You have the option of having the glass repaired rather than replaced.

**H. Hired Auto Physical Damage – Increased Loss of Use Expenses**

The **Coverage Extension** for **Loss Of Use Expenses** in the **Physical Damage Coverage** Section is replaced by the following:

**Loss Of Use Expenses**

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or written rental agreement. We will pay for loss of use expenses if caused by:

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**(1)** Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";

**(2)** Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or

**(3)** Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is $100 per day, to a maximum of $3000.

**I. Personal Effects Coverage**

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

**Personal Effects Coverage**

**a.** We will pay up to $750 for "loss" to personal effects which are:

**(1)** Personal property owned by an "insured"; and

**(2)** In or on a covered "auto".

**b.** Subject to Paragraph **a.** above, the amount to be paid for "loss" to personal effects will be based on the lesser of:

**(1)** The reasonable cost to replace; or

**(2)** The actual cash value.

**c.** The coverage provided in Paragraphs **a.** and **b.** above, only applies in the event of a total theft of a covered "auto". No deductible applies to this coverage. However, we will not pay for "loss" to personal effects of any of the following:

**(1)** Accounts, bills, currency, deeds, evidence of debt, money, notes, securities, or commercial paper or other documents of value.

**(2)** Bullion, gold, silver, platinum, or other precious alloys or metals; furs or fur garments; jewelry, watches, precious or semi-precious stones.

**(3)** Paintings, statuary and other works of art.

**(4)** Contraband or property in the course of illegal transportation or trade.

**(5)** Tapes, records, discs or other similar devices used with audio, visual or data electronic equipment.

Any coverage provided by this Provision is excess over any other insurance coverage available for the same "loss".

**J. Tapes, Records and Discs Coverage**

**1.** The Exclusion in Paragraph **B.4.a.** of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph **B.2.c.** of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply.

**2.** The following is added to Paragraph **1.a. Comprehensive Coverage** under the **Coverage** Provision of the **Physical Damage Coverage** Section:

We will pay for "loss" to tapes, records, discs or other similar devices used with audio, visual or data electronic equipment. We will pay only if the tapes, records, discs or other similar audio, visual or data electronic devices:

**(a)** Are the property of an "insured"; and

**(b)** Are in a covered "auto" at the time of "loss".

The most we will pay for such "loss" to tapes, records, discs or other similar devices is $500. The **Physical Damage Coverage Deductible** Provision does not apply to such "loss".

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**K. Airbag Coverage**

The Exclusion in Paragraph **B.3.a.** of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph **B.4.a.** of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply to the accidental discharge of an airbag.

**L. Two or More Deductibles**

The following is added to the **Deductible** Provision of the **Physical Damage Coverage** Section:

If an accident is covered both by this policy or Coverage Form and by another policy or Coverage Form issued to you by us, the following applies for each covered "auto" on a per vehicle basis:

**1.** If the deductible on this policy or Coverage Form is the smaller (or smallest) deductible, it will be waived; or

**2.** If the deductible on this policy or Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

**M. Physical Damage – Comprehensive Coverage – Deductible**

The following is added to the **Deductible** Provision of the **Physical Damage Coverage** Section:

Regardless of the number of covered "autos" damaged or stolen, the maximum deductible that will be applied to Comprehensive Coverage for all "loss" from any one cause is $5,000 or the deductible shown in the Declarations, whichever is greater.

**N. Temporary Substitute Autos – Physical Damage**

**1.** The following is added to **Section I – Covered Autos**:

**Temporary Substitute Autos – Physical Damage**

If Physical Damage Coverage is provided by this Coverage Form on your owned covered "autos", the following types of vehicles are also covered "autos" for Physical Damage Coverage:

Any "auto" you do not own when used with the permission of its owner as a temporary substitute for a covered "auto" you do own but is out of service because of its:

**1.** Breakdown;

**2.** Repair;

**3.** Servicing;

**4.** "Loss"; or

**5.** Destruction.

**2.** The following is added to the Paragraph **A. Coverage** Provision of the **Physical Damage Coverage** Section:

**Temporary Substitute Autos – Physical Damage**

We will pay the owner for "loss" to the temporary substitute "auto" unless the "loss" results from fraudulent acts or omissions on your part. If we make any payment to the owner, we will obtain the owner's rights against any other party.

The deductible for the temporary substitute "auto" will be the same as the deductible for the covered "auto" it replaces.

**O. Amended Duties In The Event Of Accident, Claim, Suit Or Loss**

Paragraph **a.** of the **Duties In The Event Of Accident, Claim, Suit Or Loss** Condition is replaced by the following:

**a.** In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident", claim, "suit" or "loss". However, these duties only apply when the "accident", claim, "suit" or "loss" is known to you (if you are an individual), a partner (if you are a partnership), a member (if you are a limited liability company) or an executive officer or insurance manager (if you are a corporation). The failure of any

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agent, servant or employee of the "insured" to notify us of any "accident", claim, "suit" or "loss" shall not invalidate the insurance afforded by this policy.

Include, as soon as practicable:

**(1)** How, when and where the "accident" or "loss" occurred and if a claim is made or "suit" is brought, written notice of the claim or "suit" including, but not limited to, the date and details of such claim or "suit";

**(2)** The "insured's" name and address; and

**(3)** To the extent possible, the names and addresses of any injured persons and witnesses.

If you report an "accident", claim, "suit" or "loss" to another insurer when you should have reported to us, your failure to report to us will not be seen as a violation of these amended duties provided you give us notice as soon as practicable after the fact of the delay becomes known to you.

**P. Waiver of Transfer Of Rights Of Recovery Against Others To Us**

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us** Condition:

This Condition does not apply to the extent required of you by a written contract, executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. This waiver only applies to the person or organization designated in the contract.

**Q. Employee Hired Autos – Physical Damage**

Paragraph **b.** of the **Other Insurance** Condition in the Business Auto Coverage Form and Paragraph **f.** of the **Other Insurance – Primary and Excess Insurance Provisions** Condition in the Motor Carrier Coverage Form are replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

**(1)** Any covered "auto" you lease, hire, rent or borrow; and

**(2)** Any covered "auto" hired or rented under a written contract or written agreement entered into by an "employee" or elected or appointed official with your permission while being operated within the course and scope of that "employee's" employment by you or that elected or appointed official's duties as respect their obligations to you.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

**R. Unintentional Failure to Disclose Hazards**

The following is added to the **Concealment, Misrepresentation Or Fraud** Condition:

However, we will not deny coverage under this Coverage Form if you unintentionally:

**(1)** Fail to disclose any hazards existing at the inception date of this Coverage Form; or

**(2)** Make an error, omission, improper description of "autos" or other misstatement of information.

You must notify us as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to the acceptance of this policy.

**S. Hired Auto – World Wide Coverage**

Paragraph **7a.(5)** of the **Policy Period, Coverage Territory** Condition is replaced by the following:

**(5)** Anywhere in the world if a covered "auto" is leased, hired, rented or borrowed for a period of 60 days or less,

**T. Bodily Injury Redefined**

The definition of "bodily injury" in the **Definitions** Section is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease, sustained by a person including death or mental anguish, resulting from any of these at any time. Mental anguish means any type of mental or emotional illness or disease.

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**U. Expected Or Intended Injury**

The **Expected Or Intended Injury** Exclusion in Paragraph **B. Exclusions** under **Section II – Covered Auto Liability Coverage** is replaced by the following:

**Expected Or Intended Injury**

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured". This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

**V. Physical Damage – Additional Temporary Transportation Expense Coverage**

Paragraph **A.4.a.** of **Section III – Physical Damage Coverage** is replaced by the following:

**4. Coverage Extensions**

**a. Transportation Expenses**

We will pay up to $50 per day to a maximum of $1,000 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

**W. Replacement of a Private Passenger Auto with a Hybrid or Alternative Fuel Source Auto**

The following is added to Paragraph **A. Coverage** of the **Physical Damage Coverage** Section:

In the event of a total "loss" to a covered "auto" of the private passenger type that is replaced with a hybrid "auto" or "auto" powered by an alternative fuel source of the private passenger type, we will pay an additional 10% of the cost of the replacement "auto", excluding tax, title, license, other fees and any aftermarket vehicle upgrades, up to a maximum of $2500. The covered "auto" must be replaced by a hybrid "auto" or an "auto" powered by an alternative fuel source within 60 calendar days of the payment of the "loss" and evidenced by a bill of sale or new vehicle lease agreement.

To qualify as a hybrid "auto", the "auto" must be powered by a conventional gasoline engine and another source of propulsion power. The other source of propulsion power must be electric, hydrogen, propane, solar or natural gas, either compressed or liquefied. To qualify as an "auto" powered by an alternative fuel source, the "auto" must be powered by a source of propulsion power other than a conventional gasoline engine. An "auto" solely propelled by biofuel, gasoline or diesel fuel or any blend thereof is not an "auto" powered by an alternative fuel source.

**X. Return of Stolen Automobile**

The following is added to the **Coverage Extension** Provision of the **Physical Damage Coverage** Section:

If a covered “auto” is stolen and recovered, we will pay the cost of transport to return the “auto” to you. We will pay only for those covered “autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage.

All other terms, conditions, provisions and exclusions of this policy remain the same.

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POLICY NUMBER: ZAGLB9240403

**COMMERCIAL GENERAL LIABILITY**
**CG 20 10 07 04**

**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 A WRITTEN CONTRACT PRIOR TO KNOWN LOSS. | All Locations |
| 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.

**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.


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POLICY NUMBER: ZAGLB9240404

**COMMERCIAL GENERAL LIABILITY**
**CG 20 37 07 04**

**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

**SCHEDULE**

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

**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".


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POLICY NUMBER: ZAWCI9786200

## WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

**AS REQUIRED BY WRITTEN CONTRACT OR AGREEMENT EXECUTED PRIOR TO 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 **7-01-2024** Policy No. **ZAWCI9786200** Endorsement No.

Insured **Cahill Contractors LLC** Premium $ **INCL.**

Insurance Company **ARCH Indemnity Insurance Company**

Countersigned By _____

DATE OF ISSUE:
7/1/2024

Policy No: ZAGLB9240404

**COMMERCIAL GENERAL LIABILITY**
**CG 20 01 04 13**

**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.


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# 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.


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OAKLAND BUILT

**Oakland Unified School District**
**Local Business Uitilization**

OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

## LOCAL BUSINESS PARTICIPATION WORKSHEET

| | | | |
|---|---|---|---|
| **Prime** | Cahill Contractors LLC | **Bid Opening Date** | |
| **Project Name** | Fremont High School Phase 2 | **Time:** | |
| **Project Number** | | **Project Manager:** | |
| **Proposed Total Contract Amount** | $ 200,000.00 | **Architect:** | HY Architects |
| **BASE BID AMOUNT** | | | |
| **Proposed Total LBU Amount (%)** | 100 % | | |

| **Small, Local Business Enterprise(s)/Small Emerging, Local Business Enterprise(s)** | | **Total Amount of Contract** (as a $ amount) | **Local Business Enterprise (LBE)** | **Small, Local Business Enterprise (SLBE)** | **Small, Local Resident Business Enterprise (SLRBE)** |
|---|---|---|---|---|---|
| **Company Name** | Certifying Agency | | | | |
| Cahill Contractors LLC | Port of Oakland Local Cert | $ 200,000.00 | 100.00 % | % | % |
| Address, City/State | Certification No. (*if available*) | | | | |
| 1111 Broadway, Suite 1340, Oakland, California 94607 | 9673-22 | | | | |
| **Company Name** | Certifying Agency | | % | % | % |
| Address, City/State | Certification No. (*if available*) | | | | |
| **Company Name** | Certifying Agency | | % | % | % |
| Address, City/State | Certification No. (*if available*) | | | | |
| **Company Name** | Certifying Agency | | % | % | % |
| Address, City/State | Certification No. (*if available*) | | | | |
| **Company Name** | Certifying Agency | | % | % | % |
| Address, City/State | Certification No. (*if available*) | | | | |
| **Company Name** | Certifying Agency | | % | % | % |
| Address, City/State | Certification No. (*if available*) | | | | |
| **TOTAL PARTICIPATION** | | $ $ 200,000.00 | 100.00 % | 0.00 % | 0.00 % |

**APPROVAL - LBU Compliance Officer**

**NOTE: All Local Business Utilization documentation must be included with bid form at the time of bid opening.**

Revised 12-2023

OAKLAND UNIFIED SCHOOL DISTRICT

# DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM

## Project Information

| Project Name | Fremont High School Modernization Project | Site | 302 |
|---|---|---|---|

**Services cannot be provided until the contract is awarded by the Board or is entered by the Superintendent pursuant to authority delegated by the Board.**

| Attachment Checklist | x Proof of general liability insurance, including certificates and endorsements, if contract is over $15,000<br>x Workers compensation insurance certification, unless vendor is a sole provider |
|---|---|

## Contractor Information

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| Contractor Name | Cahill Contractors, LLC | Agency's Contact | Arash Baradaran | | | | |
| OUSD Vendor ID # | 009054 | Title | Owner | | | | |
| Street Address | 1111 Broadway, Suite 1340 | City | Oakland | State | CA | Zip | 94607 |
| Telephone | 510-250-8501 | Policy Expires | | | | | |
| Contractor History | Previously been an OUSD contractor? ☒ Yes ☐ No | Worked as an OUSD employee? ☐ Yes ☒ No | | | | | |
| OUSD Project # | 22156 | | | | | | |

## Term of Original/Amended Contract

| | | | |
|---|---|---|---|
| Date Work Will Begin (i.e., effective date of contract) | 09-26-2024 | Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date) | 06-30-2025 |
| | | New Date of Contract End (If Any) | |

## Compensation/Revised Compensation

| | | | |
|---|---|---|---|
| If New Contract, Total Contract Price (Lump Sum) | $200,000.00 | If New Contract, Total Contract Price (Not To Exceed) | $200,000.00 |
| Pay Rate Per Hour (If Hourly) | $ | If Amendment, Change in Price | $ |
| 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 |
|---|---|---|---|---|
| 9650/9921 | Fund 21, Measure J | 210-9650-0-9921-8500-6271-302-9180-9905-9999-2156 | 6271 | $200,000.00 |

## 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.

| | | | | | |
|---|---|---|---|---|---|
| 1. | Division Head | Phone | 510-535-7038 | Fax | 510-535-7082 |
| | Executive Director, Facilities | | | | |
| | Signature | | Date Approved | 9/11/2024 | |
| 2. | Counsel, Department of Facilities Planning and Management | | | | |
| | Signature James Traber | | Date Approved | 9/11/24 | |
| 3. | Chief Systems & Services Officer | | | | |
| | Signature | | Date Approved | 9/11/2024 | |
| 4. | Chief Financial Officer | | | | |
| | Signature | | Date Approved | | |
| 5. | President, Board of Education | | | | |
| | Signature | | Date Approved | | |



THIS FORM IS NOT A CONTRACT