

## MASTER FACILITIES LEASE

This master facilities lease ("Master Facilities Lease"), dated as of December 21, 2012 ("Effective Date"), is made and entered into by and between Taber Construction, Inc. ("Developer"), a California company duly organized and existing under the laws of the State of California, as sublessor, and **Mt. Diablo Unified School District**, a school district duly organized and validly existing under the laws of the State of California, as sublessee ("District") (together, the "Parties").

### RECITALS

**WHEREAS**, the District currently owns a parcel or parcels of land located at:

- 663 Canal Road, Bay Point, CA 94565 (Bel Air Elementary School)
- 1750 West Street, Concord, CA 94521 (El Dorado Middle School)
- 2775 Cedro Lane, Walnut Creek, CA 94598 (Foothill Middle School)
- 235 Pacifica Avenue, Bay Point, CA 94565 (Riverview Middle School/Gateway Necessary Small High School)
- 500 Glacier Drive, Martinez, CA 94553 (Hidden Valley Elementary School)
- 5880 Mt. Zion Drive, Clayton, CA 94517 (Mt. Diablo Elementary School)
- 2050 Minert Road, Concord, CA 94518 (Oak Grove Middle School)
- 2730 Salvio Street, Concord, CA 94519 (Olympic High School)
- 181 Viking Drive, Pleasant Hill, CA 94523 (Valley View Middle School)
- 2217 Chalomar Road, Concord, CA 94518 (Ygnacio Valley Elementary School)

and as more particularly described in **Exhibits A-1 through A-11** attached hereto and incorporated herein by this reference ("School Sites"); and

**WHEREAS**, the District desires to provide for **Portable Replacement and Middle School General Science Buildings to be performed on portions of the School Sites and appurtenant facilities to be performed on portions of the School Sites.** That work will include related work as further indicated in **Exhibits "B-1" through "B-11"** (the "Project");

**WHEREAS**, the District has determined that a portion of the School Sites are adequate to accommodate the Project, as more particularly described in **Exhibits "B-1" through "B-11"** ("Project Sites") attached hereto and incorporated herein by reference; and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.6.2. The Project Site leases;

1.6.3. This Master Facilities Lease,

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

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

**2.1. Exhibits A-1 through A-11: Descriptions of the School Sites:** The descriptions of the real property constituting the School Sites.

**2.2. Exhibits B-1 through B-11: Descriptions of The Project Sites and Descriptions of the Projects:** The description of the Project Sites and the Project.

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

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

**2.5. Exhibit E: Memorandum of Commencement Date for the Facilities Lease for each of the leased Project Sites:** The Memorandum which will memorialize the commencement and expiration dates of the Term.

**2.6. Exhibits F-1 through F-2: Construction Schedules for each of the Project Sites.**

**2.7. Exhibits G-1 through G-2: Schedule(s) of Values.**

**2.8. Exhibit H: Agreement For Preliminary Services (Not used)**

**2.9. Exhibit I – Certificates and Bonds to Lease-Leaseback Documents and Division 1 Documents to Lease-Leaseback Documents**

**2.10. Exhibit J – Plans, Technical Specifications, and Drawings**

**2.11. Exhibit K – Revisions to Contract Documents**

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

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

**3.2.** The leasing by Developer to the District of the Project Sites shall not affect or result in a merger of the District's leasehold estate pursuant to this Master Facilities Lease and its fee estate as lessor under the Master

Site Lease. Developer shall continue to have and hold a leasehold estate in the Project Sites pursuant to the Master Site Lease throughout the term thereof and the term of this Master Facilities Lease.

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

**3.4. Occupied School Site.** The Developer acknowledges that portions the Project Site shall, at all times, be occupied by the District as an operating school. The Parties have agreed to a plan and process whereby the Developer's activities shall be kept separate from the operating school even though the operating school is within the Project site. The specifics of the plan and process are as indicated in **Exhibit F & K**.

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

**3.6. No Work During Student Testing.** Developer shall, at no additional cost to **the District** and at the District's request, coordinate its Work to not disturb District students including, without limitation, not performing any Work when students at the School Site are taking State-required tests. Refer to the testing schedule as indicated in **Exhibit F & K**.

#### **4. Term.**

**4.1. Master Facilities Lease is Legally Binding.** This Master Facilities Lease is legally binding on the Parties upon execution by the Parties and the District Board's approval of this Master Facilities Lease. The **Term** of this Master Facilities Lease and each of the Project Site Leases for the purposes of District's obligation to make Lease Payments shall commence on the earlier of the following two (2) events ("Commencement Date") and shall terminate six (6) months after the Commencement Date (the "Term"):

4.1.1. The date the District takes beneficial occupancy of the Project Site; or

4.1.2. The date of Project Completion, as defined in **Exhibit "D"** to this Master Facilities Lease.

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

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

4.3.1. An Event of Default by District as defined herein and Developer's election to terminate this Master Facilities Lease as permitted herein, or

4.3.2. An Event of Default by Developer as defined herein and District's election to terminate this Master Facilities Lease as permitted herein, or

4.3.3. Consummation of the District's purchase option pursuant to the Guaranteed Project Cost and Other Project Cost, Funding, and Payment Provisions indicated in **Exhibit C** ("Guaranteed Project Cost Provisions").

- 4.3.4. A third-party taking of the Project under Eminent Domain, only if the Term is ended as indicated more specifically herein.
- 4.3.5. Damage or destruction of the Project, only if the Term is ended as indicated more specifically herein.
5. **Payment.** In consideration for the lease of the Project Site by the Developer back to the District and for other good and valuable consideration, the District shall make the Tenant Improvements Payments and Lease Payments pursuant to the Guaranteed Project Cost Provisions indicated in **Exhibit C**.
6. **Termination; Lease Terminable Only As Set Forth Herein.**
- 6.1. Except as otherwise expressly provided in this Master Facilities Lease, this Master Facilities Lease shall not terminate, nor shall District have any right to terminate this Master Facilities Lease or be entitled to the abatement of any all necessary payments pursuant to the Guaranteed Project Cost Provisions indicated in **Exhibit C** or any reduction thereof. The obligations hereunder of District shall not be otherwise affected by reason of any damage to or destruction of all or any part of the Project; the taking of the Project or any portion thereof by condemnation or otherwise; the prohibition, limitation or restriction of District's use of the Project; the interference with such use by any private person or Developer; the District's acquisition of the ownership of the Project (other than pursuant to an express provision of this Facilities Lease); any present or future law to the contrary notwithstanding. It is the intention of the Parties hereto that all necessary payments pursuant to the Guaranteed Project Cost Provisions indicated in **Exhibit C** shall continue to be payable in all events, and the obligations of the District hereunder shall continue unaffected unless the requirement to pay or perform the same shall be terminated or modified pursuant to an express provision of this Master Facilities Lease.
- 6.2. Nothing contained herein shall be deemed a waiver by the District of any rights that it may have to bring a separate action with respect to any Event of Default by Developer hereunder or under any other agreement to recover the costs and expenses associated with that action. The District covenants and agrees that it will remain obligated under this Master Facilities Lease in accordance with its terms.
- 6.3. Following Project Completion, that the District will not take any action to terminate, rescind or avoid this Master Facilities Lease, notwithstanding the bankruptcy, insolvency, reorganization, composition, readjustment, liquidation, dissolution, winding-up or other proceeding affecting Developer or any assignee of Developer in any such proceeding, and notwithstanding any action with respect to this Master Facilities Lease which may be taken by any trustee or receiver of Developer or of any assignee of Developer in any such proceeding or by any court in any such proceeding. Following Project Completion, except as otherwise expressly provided in this Master Facilities Lease, District waives all rights now or hereafter conferred by law to quit, terminate or surrender this Master Facilities Lease or the Project or any part thereof.
- 6.4. District acknowledges that Developer may assign an interest in some or all of the necessary payments pursuant to the Guaranteed Project Cost Provisions indicated in **Exhibit C** to a lender in order to obtain financing for the cost of constructing the Project and that the lender may rely on the foregoing covenants and provisions in connection with such financing.
- 6.5. The District in its sole discretion may terminate for convenience this Master Facilities Lease upon three (3) days written notice to the Developer. In case of a termination for convenience, the Developer shall have no claims against the District except the actual portion of the Guaranteed Project Cost expended for labor, materials, and services performed that is unpaid and can be documented through timesheets, invoices, receipts, or otherwise.

**7. Title.**

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

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

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

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

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

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

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

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

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

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

any, adopted by any public agency with respect to this Project pursuant to the California Environmental Quality Act. (Public Resources Code section 21000 et. seq.).

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

**9.6. Condemnation Proceedings.**

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

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

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

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

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

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

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

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

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

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

- 10.7.1. Eighteen (18) months following Project Completion,
- 10.7.2. After dismissal and final resolution of any and all disputes between the Parties and/or any third-party claims related, in any way, to the Project,

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

## **11. Construction Of Project**

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

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

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

11.2.2. **Contract Time / Construction Schedule.** It hereby understood and agreed that assuming the District issues a Notice to Proceed on or before **January 11, 2013**, District and Developer may also approve additional changes in the Construction Schedule. District shall have beneficial occupancy of all sites on or before **August 19, 2013**, and Project Completion shall on or before **September 13, 2013**. The time period between the Notice to Proceed and Completion shall be the total Contract time ("Contract Time"). The Construction shall be performed pursuant to the construction schedule, attached hereto as **Exhibit F** ("Construction Schedule"). The Master Construction Schedule must be approved by the District prior to execution of this Master Facilities Lease.

11.2.3. **Schedule of Values.** The Developer has provided a master schedule of values for the entire Project, as well as for each Site, approved by the District, which attached hereto as **Exhibit G** ("Schedule of Values"). The Schedule of Values must be approved by the District prior to execution of this Master Facilities Lease.

11.2.4. **Liquidated Damages:** Time is of the essence for all work Developer must perform to obtain Project Completion. It is hereby understood and agreed that it is and will be difficult and/or impossible to ascertain and determine the actual damage that the District will sustain in the event of and by reason of Developer's delay; therefore, Developer agrees that it shall pay to the District the sum of Five Thousand Dollars (\$5,000) per day as liquidated damages for each and every day's delay beyond the Contract Time.

11.2.4.1. It is hereby understood and agreed that the liquidated damages daily amount is not a penalty.



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

11.2.4.3. The time during which the construction of the Project is delayed for cause as hereinafter specified may extend the Contract Time for a reasonable time as the District may grant. This provision does not exclude the recovery of damages for delay by either party under other provisions in this Facilities Lease

11.2.5. **Guaranteed Project Cost.** Developer will cause the Project to be constructed within the Guaranteed Project Cost as set forth and defined in the Guaranteed Project Cost Provisions indicated in **Exhibit C** and Developer will not seek additional compensation from District in excess of that amount.

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

11.2.7. Developer shall cooperate with the District's efforts to obtain State funding for the Project by complying with any State requirements as reasonably requested.

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

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

**14. Taxes and Other Impositions.** All ad valorem real property taxes, special taxes, possessory interest taxes, bonds and special lien assessments or other impositions of any kind with respect to the Project, the Project Site and the improvements thereon, charged to or imposed upon either Developer or the District or their respective interests or estates in the Project, shall at all times be paid by District. In the event any possessory interest tax is levied on Developer, its successors and assigns, by virtue of this Master Facilities Lease or the Master Site Lease, District shall pay such possessory interest tax directly, if possible, or shall reimburse Developer, its successors and assigns for the full amount thereof within thirty (30) days after presentation of proof of payment by Developer.

## **15. Insurance**

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

15.1.1. **Commercial General Liability and Automobile Liability Insurance.** Developer shall procure and maintain, during the life of the Project, Commercial General Liability Insurance and Automobile

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

15.1.2. **Umbrella Liability Insurance**

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

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

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

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

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

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

15.1.5. **Developer's Risk Insurance: Developer's Risk "All Risk" Insurance.** Developer shall procure and maintain, during the life of the Project, Developer's Builders Risk (Course of Construction), or similar first party property coverage acceptable to the District, issued on a replacement cost value basis. The cost shall be consistent with the total replacement cost of all insurable Work of the Project included within the Contract Documents. Coverage is to insure against all risks of accidental physical loss and shall include without limitation the perils of vandalism and/or malicious mischief (both without any limitation regarding vacancy or occupancy), sprinkler leakage, civil authority, sonic disturbance, earthquake, flood, collapse, wind, fire, lightning, and smoke. Coverage shall include debris removal, demolition, increased costs due to enforcement

of all applicable ordinances and/or laws in the repair and replacement of damaged and undamaged portions of the property, and reasonable costs for the Architect's and engineering services and expenses required as a result of any insured loss upon the Work and Project, including completed Work and Work in progress, to the full insurable value thereof. The deductible for this insurance shall be paid by Developer.

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

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

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

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

15.1.7.2.1. A clause stating:

"This policy shall not be amended, canceled or modified and the coverage amounts shall not be reduced until notice has been mailed to the District and Construction Manager stating date of amendment, modification, cancellation or reduction. Date of amendment, modification, cancellation or reduction may not be less than thirty (30) days after date of mailing notice."

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

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

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

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

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

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

15.1.8. **Insurance Policy Limits.** The limits of insurance shall not be less than the following amounts or as per the District’s standard attached:

<b>Commercial General Liability</b>	Each Occurrence	\$2,000,000
	General Aggregate Liability	\$2,000,000
	Product Liability and Completed Operations	\$1,000,000
<b>Automobile Liability – Any Auto</b>	Combined Single Limit	\$2,000,000
<b>Workers Compensation</b>		Statutory limits pursuant to State law
<b>Employers’ Liability</b>		\$1,000,000
<b>Developers Risk (Course of Construction)</b>		Issued for the value and scope of Work indicated herein.
<b>Excess Liability</b>		\$4,000,000
<b>Professional Liability, If required by the District and either:</b> - the premium is approved by the District, or - by each subconsultant and/or designer of documents produced by Developer.		\$1,000,000 per occurrence and annual aggregate

**15.2. District’s Insurance.**

15.2.1. **Rental Interruption Insurance.** District shall at all times from and after District’s acceptance of the Project, carry and maintain in force for the benefit of District and Developer, as their interests may appear, rental interruption insurance to cover loss, total or partial, of the use of the Project due to damage or destruction, in an amount at least equal to the maximum estimated Lease Payments payable under this Master Facilities Lease during the current or any future twelve (12) month period. This insurance may be maintained as part of or in conjunction with any other insurance coverage carried by the District, and such insurance may be maintained in whole or in part in the form of participation by the District in a joint powers agency or other program providing pooled insurance. This insurance may not be maintained in the form of self-insurance. The proceeds of this insurance shall be paid to the Developer in lieu of the Lease Payments that would otherwise be due and owing during this period.

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

15.2.3. **Commercial General Liability Insurance.** District shall at all times from and after District's acceptance of the Project, carry and maintain in force a policy of commercial general liability insurance policy of \$1,000,000. Developer shall be named as an additional insured or co-insured thereon by way of endorsement. District shall have the right to procure the required insurance through a joint powers agency or to self-insure against such losses or portion thereof as is deemed prudent by District.

## 16. Indemnification.

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

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

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

**16.2. District's Indemnity Obligation.** District shall indemnify, defend and hold harmless Developer and Developer's officers, directors, shareholders, partners, members, agents and employees from and against any claims, damages, costs, expenses, judgments or liabilities connected with this Master Facilities Lease,

including, without limitation claims, damages, expenses, or liabilities for loss or damage to any property or for death or injury to any person or persons, only to the extent that those claims, damages, expenses, judgments or liabilities arise from the negligence or willful acts or omissions of District, its officers, agents or employees at the Project.

## **17. Eminent Domain.**

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

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

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

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

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

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

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

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

## **19. Abatement.**

**19.1.** If, after the Parties have executed the Memorandum of Commencement Date attached hereto as **Exhibit E**, the Project becomes destroyed or damaged beyond repair, the District may determine its use of the

Project abated. Thereafter, the District shall have no obligation to make, nor shall the Developer have the right to demand, any future Lease Payments as indicated in the Guaranteed Project Cost Provisions indicated in **Exhibit C** to this Master Facilities Lease. The Term shall cease at that time.

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

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

19.3.1. Repair the Project to full use;

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

19.3.3. Exercise the District's purchase option as indicated in the Guaranteed Project Cost Provisions indicated in **Exhibit C** to this Master Facilities Lease.

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

## **20. Access**

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

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

## **21. Assignment, Subleasing**

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

21.1.1. This Master Facilities Lease and the obligation of the District to make the payments required pursuant to the Guaranteed Project Cost Provisions indicated in **Exhibit C** shall remain obligations of the District; and

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

**21.2. Assignment by Developer.** Developer may assign its right, title and interest in this Master Facilities Lease, in whole or in part to one or more assignees, only after the written consent of District, which District will not unreasonably withhold. No assignment shall be effective against the District unless and until the

District has consented in writing. Notwithstanding anything to contrary contained in this Master Facilities Lease, no consent from the District shall be required in connection with any assignment by Developer to a lender for purposes of financing the Project as long as there are not additional costs to the District.

## 22. Events Of Default of District

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

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

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

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

- 22.2.1.1. An amount determined by a mutually-agreed upon appraiser, or

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

- 22.2.2. District’s obligation to make the payments required pursuant to the Guaranteed Project Cost Provisions indicated in **Exhibit C** shall be:

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

- 22.2.2.2. Decreased by the amount of rent Developer receives in reletting the Project Site.

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



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

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

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

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

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

23.1.1.1. Developer unreasonably refuses or fails to prosecute the work on the Project with such reasonable diligence as will accomplish Project Completion within the Contract Time or any extension thereof;

23.1.1.2. Prior to Project Completion, Developer is adjudged a bankrupt, or files for bankruptcy, or if it should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency;

23.1.1.3. Developer persistently disregards applicable law as indicated in **Exhibit "D,"** or otherwise be in violation of **Exhibit "D."**

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

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

23.2.1. If District terminates the Master Site Lease and the Master Facilities Lease pursuant to this section, the Project Sites and any improvements built upon the Project Sites shall vest in District upon termination of the Master Site Lease and Master Facilities Lease, and District shall thereafter be required to pay only the principal amounts then due and owing pursuant to the

Guaranteed Project Cost Provisions indicated in **Exhibit C**, less any damages incurred by District due to Developer's Default.

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

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

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

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

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

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

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

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

**If to District:**

**Mt. Diablo Unified School District**

1936 Carlotta Drive  
Concord, CA 94519  
Attention: Superintendent  
Telephone: ( ) \_\_\_\_\_  
Facsimile: ( ) \_\_\_\_\_

**With a copy to:**

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

**If to Developer:**

Taber Construction, Incorporated  
2278 Pike Court  
Concord, CA 94520  
Attention: Bret Taber  
Telephone: (925)682-6133  
Facsimile: (925)682-6122

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_, CA 9\_\_\_\_\_  
Attention: \_\_\_\_\_  
Telephone: ( ) \_\_\_\_ - \_\_\_\_\_  
Facsimile: ( ) \_\_\_\_ - \_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**ACCEPTED AND AGREED** on the date indicated below:

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

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

**Mt. Diablo Unified School District**

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

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

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

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

Print Title: Superintendent

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



**EXHIBIT "A-2"**

**DESCRIPTION OF SCHOOL SITE**

Attached is the Description for: El Dorado Middle School, 1750 West Street, Concord, CA 94521

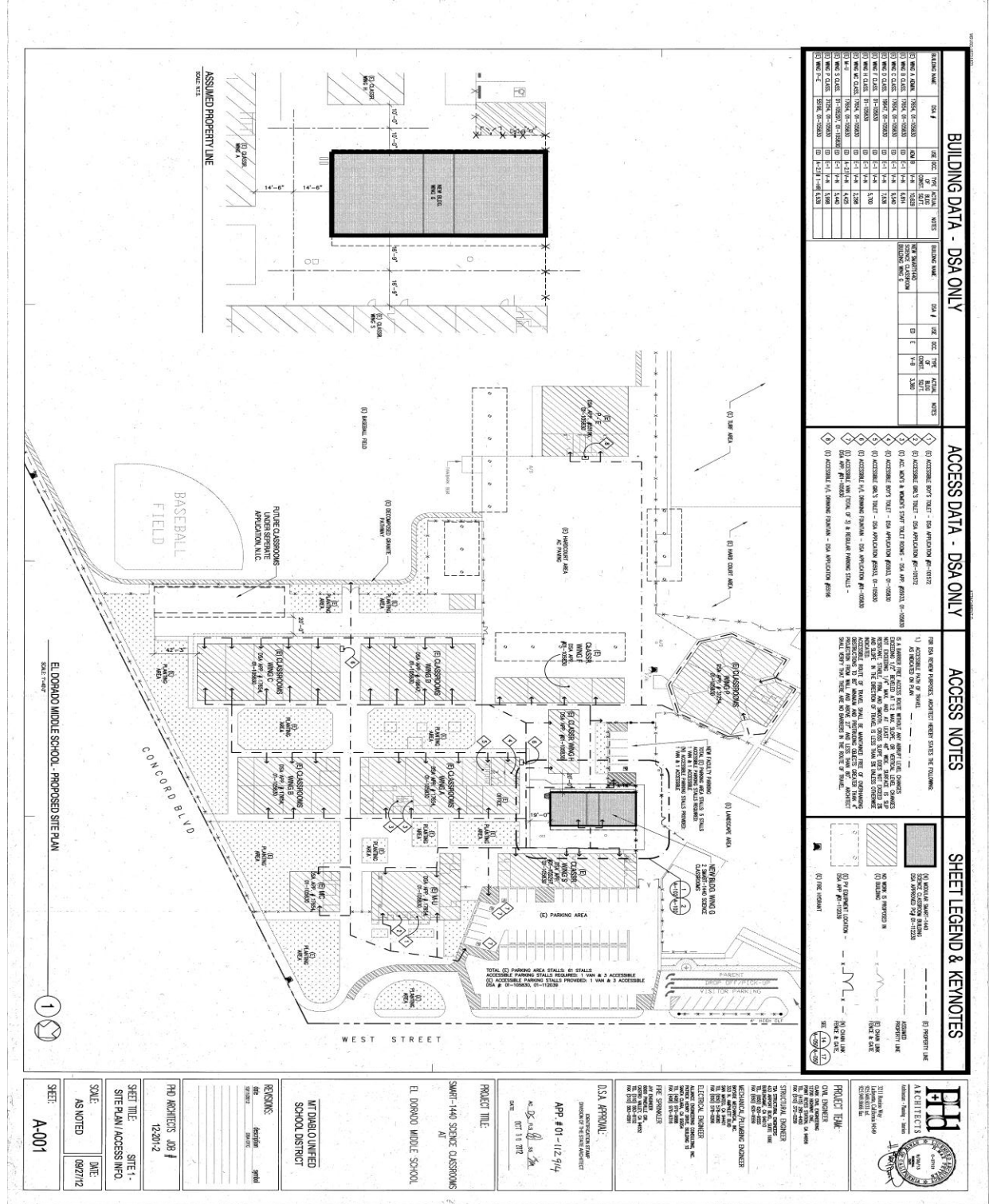
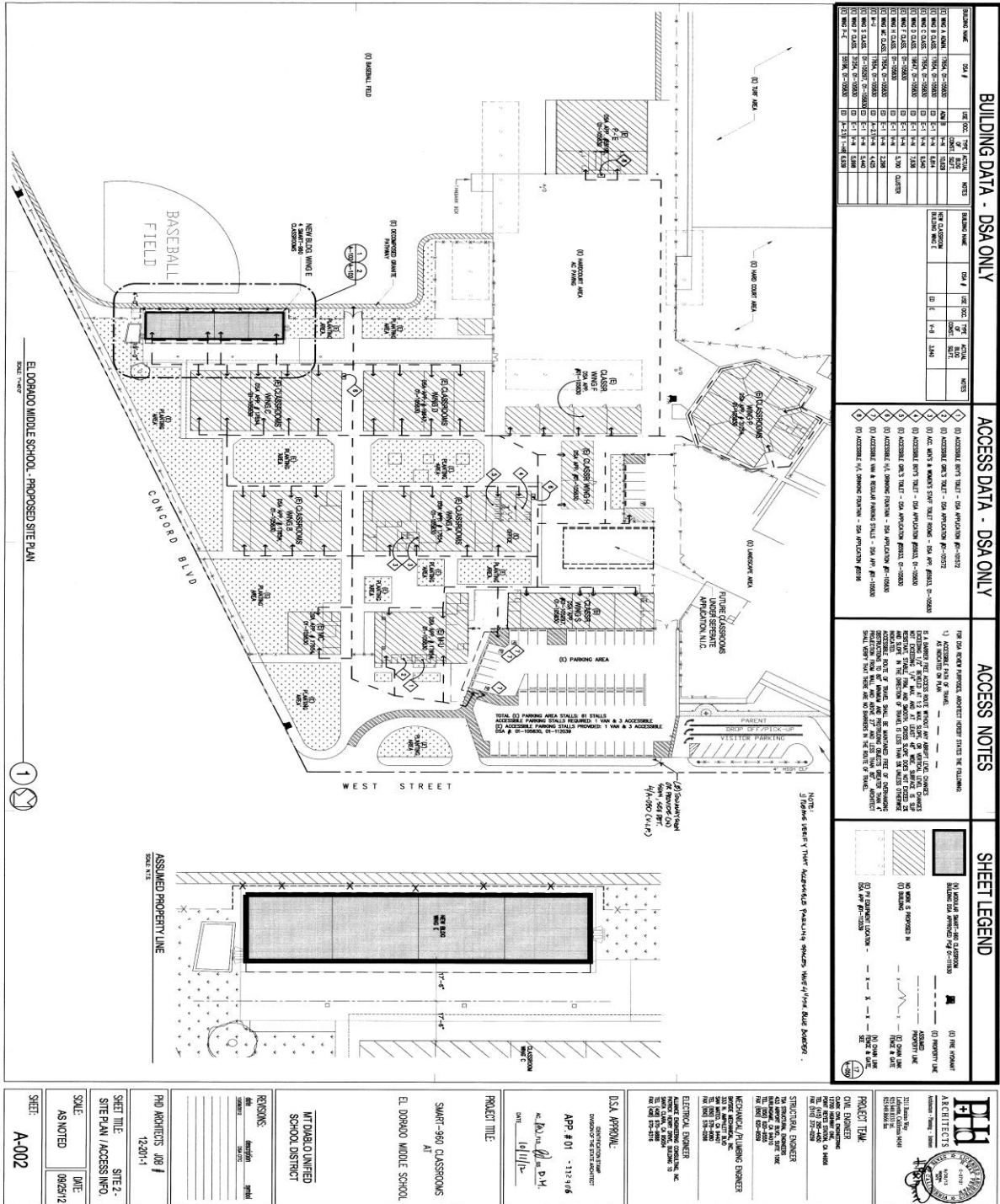


EXHIBIT "A-2.1"

DESCRIPTION OF SCHOOL SITE

Attached is the Description for: El Dorado Middle School, 1750 West Street, Concord, CA 94521



MDUSD RFO/RFP 1620, 1621, 1624&1625

ATTACHMENT D

BUILDING DATA - DSA ONLY			
CLASSROOM	STAIR	OFFICE	OTHER
(1) CLASSROOM 100-1000	(1) STAIR 100-1000	(1) OFFICE 100-1000	(1) OTHER 100-1000
(2) CLASSROOM 100-2000	(2) STAIR 100-2000	(2) OFFICE 100-2000	(2) OTHER 100-2000
(3) CLASSROOM 100-3000	(3) STAIR 100-3000	(3) OFFICE 100-3000	(3) OTHER 100-3000
(4) CLASSROOM 100-4000	(4) STAIR 100-4000	(4) OFFICE 100-4000	(4) OTHER 100-4000
(5) CLASSROOM 100-5000	(5) STAIR 100-5000	(5) OFFICE 100-5000	(5) OTHER 100-5000
(6) CLASSROOM 100-6000	(6) STAIR 100-6000	(6) OFFICE 100-6000	(6) OTHER 100-6000
(7) CLASSROOM 100-7000	(7) STAIR 100-7000	(7) OFFICE 100-7000	(7) OTHER 100-7000
(8) CLASSROOM 100-8000	(8) STAIR 100-8000	(8) OFFICE 100-8000	(8) OTHER 100-8000
(9) CLASSROOM 100-9000	(9) STAIR 100-9000	(9) OFFICE 100-9000	(9) OTHER 100-9000
(10) CLASSROOM 100-10000	(10) STAIR 100-10000	(10) OFFICE 100-10000	(10) OTHER 100-10000
(11) CLASSROOM 100-11000	(11) STAIR 100-11000	(11) OFFICE 100-11000	(11) OTHER 100-11000
(12) CLASSROOM 100-12000	(12) STAIR 100-12000	(12) OFFICE 100-12000	(12) OTHER 100-12000
(13) CLASSROOM 100-13000	(13) STAIR 100-13000	(13) OFFICE 100-13000	(13) OTHER 100-13000
(14) CLASSROOM 100-14000	(14) STAIR 100-14000	(14) OFFICE 100-14000	(14) OTHER 100-14000
(15) CLASSROOM 100-15000	(15) STAIR 100-15000	(15) OFFICE 100-15000	(15) OTHER 100-15000
(16) CLASSROOM 100-16000	(16) STAIR 100-16000	(16) OFFICE 100-16000	(16) OTHER 100-16000
(17) CLASSROOM 100-17000	(17) STAIR 100-17000	(17) OFFICE 100-17000	(17) OTHER 100-17000
(18) CLASSROOM 100-18000	(18) STAIR 100-18000	(18) OFFICE 100-18000	(18) OTHER 100-18000
(19) CLASSROOM 100-19000	(19) STAIR 100-19000	(19) OFFICE 100-19000	(19) OTHER 100-19000
(20) CLASSROOM 100-20000	(20) STAIR 100-20000	(20) OFFICE 100-20000	(20) OTHER 100-20000

ACCESS DATA - DSA ONLY	
ACCESS POINT	ACCESS POINT
(1) ACCESS POINT 100-1000	(1) ACCESS POINT 100-1000
(2) ACCESS POINT 100-2000	(2) ACCESS POINT 100-2000
(3) ACCESS POINT 100-3000	(3) ACCESS POINT 100-3000
(4) ACCESS POINT 100-4000	(4) ACCESS POINT 100-4000
(5) ACCESS POINT 100-5000	(5) ACCESS POINT 100-5000
(6) ACCESS POINT 100-6000	(6) ACCESS POINT 100-6000
(7) ACCESS POINT 100-7000	(7) ACCESS POINT 100-7000
(8) ACCESS POINT 100-8000	(8) ACCESS POINT 100-8000
(9) ACCESS POINT 100-9000	(9) ACCESS POINT 100-9000
(10) ACCESS POINT 100-10000	(10) ACCESS POINT 100-10000
(11) ACCESS POINT 100-11000	(11) ACCESS POINT 100-11000
(12) ACCESS POINT 100-12000	(12) ACCESS POINT 100-12000
(13) ACCESS POINT 100-13000	(13) ACCESS POINT 100-13000
(14) ACCESS POINT 100-14000	(14) ACCESS POINT 100-14000
(15) ACCESS POINT 100-15000	(15) ACCESS POINT 100-15000
(16) ACCESS POINT 100-16000	(16) ACCESS POINT 100-16000
(17) ACCESS POINT 100-17000	(17) ACCESS POINT 100-17000
(18) ACCESS POINT 100-18000	(18) ACCESS POINT 100-18000
(19) ACCESS POINT 100-19000	(19) ACCESS POINT 100-19000
(20) ACCESS POINT 100-20000	(20) ACCESS POINT 100-20000

ACCESS NOTES	
(1) ACCESS POINT 100-1000	(1) ACCESS POINT 100-1000
(2) ACCESS POINT 100-2000	(2) ACCESS POINT 100-2000
(3) ACCESS POINT 100-3000	(3) ACCESS POINT 100-3000
(4) ACCESS POINT 100-4000	(4) ACCESS POINT 100-4000
(5) ACCESS POINT 100-5000	(5) ACCESS POINT 100-5000
(6) ACCESS POINT 100-6000	(6) ACCESS POINT 100-6000
(7) ACCESS POINT 100-7000	(7) ACCESS POINT 100-7000
(8) ACCESS POINT 100-8000	(8) ACCESS POINT 100-8000
(9) ACCESS POINT 100-9000	(9) ACCESS POINT 100-9000
(10) ACCESS POINT 100-10000	(10) ACCESS POINT 100-10000
(11) ACCESS POINT 100-11000	(11) ACCESS POINT 100-11000
(12) ACCESS POINT 100-12000	(12) ACCESS POINT 100-12000
(13) ACCESS POINT 100-13000	(13) ACCESS POINT 100-13000
(14) ACCESS POINT 100-14000	(14) ACCESS POINT 100-14000
(15) ACCESS POINT 100-15000	(15) ACCESS POINT 100-15000
(16) ACCESS POINT 100-16000	(16) ACCESS POINT 100-16000
(17) ACCESS POINT 100-17000	(17) ACCESS POINT 100-17000
(18) ACCESS POINT 100-18000	(18) ACCESS POINT 100-18000
(19) ACCESS POINT 100-19000	(19) ACCESS POINT 100-19000
(20) ACCESS POINT 100-20000	(20) ACCESS POINT 100-20000

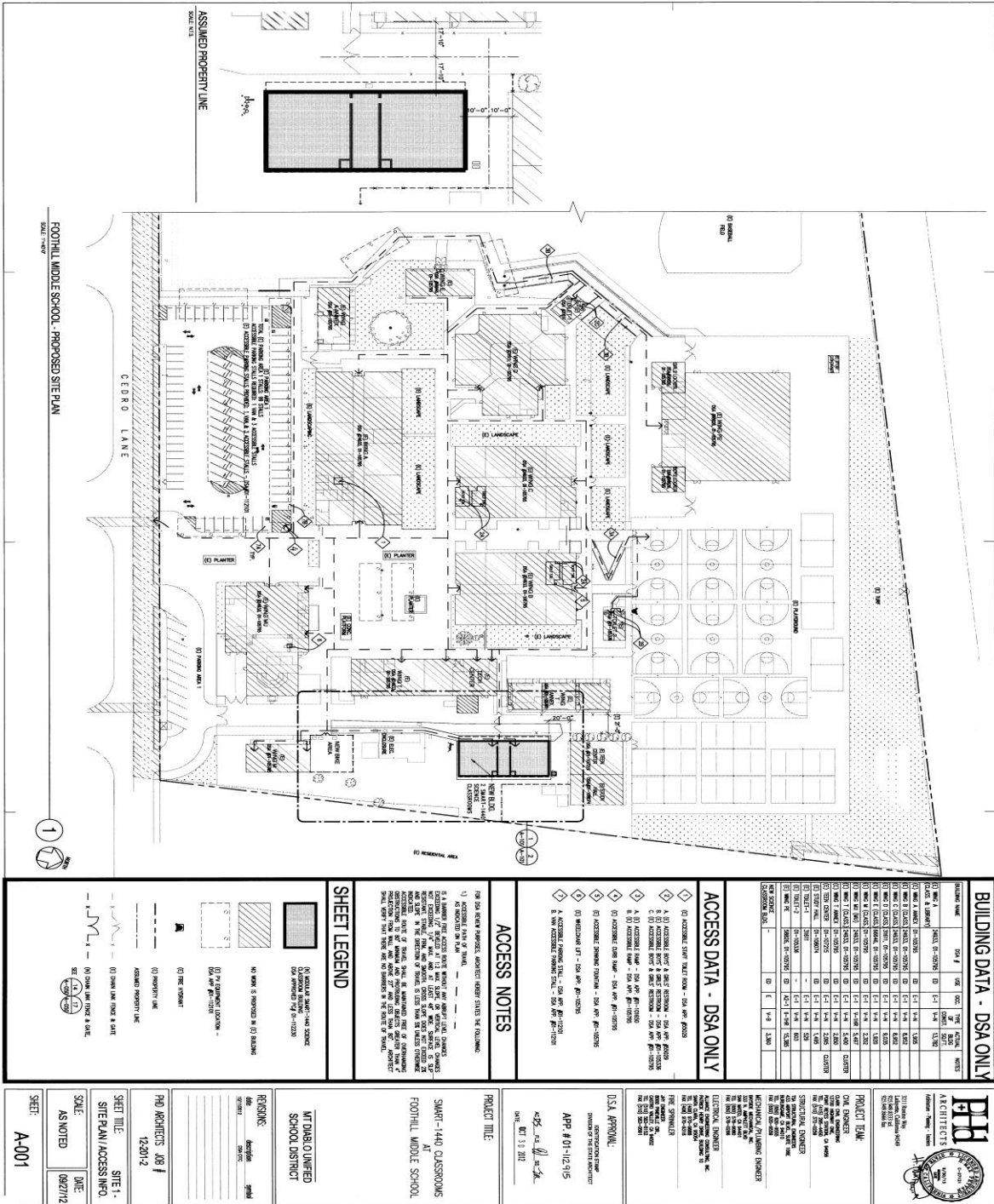
  

SHEET LEGEND	
(1) ACCESS POINT 100-1000	(1) ACCESS POINT 100-1000
(2) ACCESS POINT 100-2000	(2) ACCESS POINT 100-2000
(3) ACCESS POINT 100-3000	(3) ACCESS POINT 100-3000
(4) ACCESS POINT 100-4000	(4) ACCESS POINT 100-4000
(5) ACCESS POINT 100-5000	(5) ACCESS POINT 100-5000
(6) ACCESS POINT 100-6000	(6) ACCESS POINT 100-6000
(7) ACCESS POINT 100-7000	(7) ACCESS POINT 100-7000
(8) ACCESS POINT 100-8000	(8) ACCESS POINT 100-8000
(9) ACCESS POINT 100-9000	(9) ACCESS POINT 100-9000
(10) ACCESS POINT 100-10000	(10) ACCESS POINT 100-10000
(11) ACCESS POINT 100-11000	(11) ACCESS POINT 100-11000
(12) ACCESS POINT 100-12000	(12) ACCESS POINT 100-12000
(13) ACCESS POINT 100-13000	(13) ACCESS POINT 100-13000
(14) ACCESS POINT 100-14000	(14) ACCESS POINT 100-14000
(15) ACCESS POINT 100-15000	(15) ACCESS POINT 100-15000
(16) ACCESS POINT 100-16000	(16) ACCESS POINT 100-16000
(17) ACCESS POINT 100-17000	(17) ACCESS POINT 100-17000
(18) ACCESS POINT 100-18000	(18) ACCESS POINT 100-18000
(19) ACCESS POINT 100-19000	(19) ACCESS POINT 100-19000
(20) ACCESS POINT 100-20000	(20) ACCESS POINT 100-20000

**EXHIBIT "A-3"**

**DESCRIPTION OF SCHOOL SITE**

Attached is the Description for: Foothill Middle School, 2775 Cedro Lane, Walnut Creek, CA 94598



**BUILDING DATA - DSA ONLY**

ROOM NUMBER	AREA	USE	TYPE	FINISH	REMARKS
(1) MECH. ROOM	100	Mechanical	Room	100	
(2) OFFICE	100	Office	Room	100	
(3) STORAGE	100	Storage	Room	100	
(4) RESTROOM	100	Restroom	Room	100	
(5) HALL	100	Hall	Room	100	
(6) CLASSROOM	100	Classroom	Room	100	
(7) GYMNASIUM	100	Gymnasium	Room	100	
(8) CAFETERIA	100	Cafeteria	Room	100	
(9) LABORATORY	100	Laboratory	Room	100	
(10) ART ROOM	100	Art Room	Room	100	
(11) MUSIC ROOM	100	Music Room	Room	100	
(12) LIBRARY	100	Library	Room	100	
(13) COMPUTER LAB	100	Computer Lab	Room	100	
(14) NURSERY	100	Nursery	Room	100	
(15) OFFICE	100	Office	Room	100	
(16) STORAGE	100	Storage	Room	100	
(17) RESTROOM	100	Restroom	Room	100	
(18) HALL	100	Hall	Room	100	
(19) CLASSROOM	100	Classroom	Room	100	
(20) GYMNASIUM	100	Gymnasium	Room	100	
(21) CAFETERIA	100	Cafeteria	Room	100	
(22) LABORATORY	100	Laboratory	Room	100	
(23) ART ROOM	100	Art Room	Room	100	
(24) MUSIC ROOM	100	Music Room	Room	100	
(25) LIBRARY	100	Library	Room	100	
(26) COMPUTER LAB	100	Computer Lab	Room	100	
(27) NURSERY	100	Nursery	Room	100	
(28) OFFICE	100	Office	Room	100	
(29) STORAGE	100	Storage	Room	100	
(30) RESTROOM	100	Restroom	Room	100	
(31) HALL	100	Hall	Room	100	
(32) CLASSROOM	100	Classroom	Room	100	
(33) GYMNASIUM	100	Gymnasium	Room	100	
(34) CAFETERIA	100	Cafeteria	Room	100	
(35) LABORATORY	100	Laboratory	Room	100	
(36) ART ROOM	100	Art Room	Room	100	
(37) MUSIC ROOM	100	Music Room	Room	100	
(38) LIBRARY	100	Library	Room	100	
(39) COMPUTER LAB	100	Computer Lab	Room	100	
(40) NURSERY	100	Nursery	Room	100	
(41) OFFICE	100	Office	Room	100	
(42) STORAGE	100	Storage	Room	100	
(43) RESTROOM	100	Restroom	Room	100	
(44) HALL	100	Hall	Room	100	
(45) CLASSROOM	100	Classroom	Room	100	
(46) GYMNASIUM	100	Gymnasium	Room	100	
(47) CAFETERIA	100	Cafeteria	Room	100	
(48) LABORATORY	100	Laboratory	Room	100	
(49) ART ROOM	100	Art Room	Room	100	
(50) MUSIC ROOM	100	Music Room	Room	100	
(51) LIBRARY	100	Library	Room	100	
(52) COMPUTER LAB	100	Computer Lab	Room	100	
(53) NURSERY	100	Nursery	Room	100	
(54) OFFICE	100	Office	Room	100	
(55) STORAGE	100	Storage	Room	100	
(56) RESTROOM	100	Restroom	Room	100	
(57) HALL	100	Hall	Room	100	
(58) CLASSROOM	100	Classroom	Room	100	
(59) GYMNASIUM	100	Gymnasium	Room	100	
(60) CAFETERIA	100	Cafeteria	Room	100	
(61) LABORATORY	100	Laboratory	Room	100	
(62) ART ROOM	100	Art Room	Room	100	
(63) MUSIC ROOM	100	Music Room	Room	100	
(64) LIBRARY	100	Library	Room	100	
(65) COMPUTER LAB	100	Computer Lab	Room	100	
(66) NURSERY	100	Nursery	Room	100	
(67) OFFICE	100	Office	Room	100	
(68) STORAGE	100	Storage	Room	100	
(69) RESTROOM	100	Restroom	Room	100	
(70) HALL	100	Hall	Room	100	
(71) CLASSROOM	100	Classroom	Room	100	
(72) GYMNASIUM	100	Gymnasium	Room	100	
(73) CAFETERIA	100	Cafeteria	Room	100	
(74) LABORATORY	100	Laboratory	Room	100	
(75) ART ROOM	100	Art Room	Room	100	
(76) MUSIC ROOM	100	Music Room	Room	100	
(77) LIBRARY	100	Library	Room	100	
(78) COMPUTER LAB	100	Computer Lab	Room	100	
(79) NURSERY	100	Nursery	Room	100	
(80) OFFICE	100	Office	Room	100	
(81) STORAGE	100	Storage	Room	100	
(82) RESTROOM	100	Restroom	Room	100	
(83) HALL	100	Hall	Room	100	
(84) CLASSROOM	100	Classroom	Room	100	
(85) GYMNASIUM	100	Gymnasium	Room	100	
(86) CAFETERIA	100	Cafeteria	Room	100	
(87) LABORATORY	100	Laboratory	Room	100	
(88) ART ROOM	100	Art Room	Room	100	
(89) MUSIC ROOM	100	Music Room	Room	100	
(90) LIBRARY	100	Library	Room	100	
(91) COMPUTER LAB	100	Computer Lab	Room	100	
(92) NURSERY	100	Nursery	Room	100	
(93) OFFICE	100	Office	Room	100	
(94) STORAGE	100	Storage	Room	100	
(95) RESTROOM	100	Restroom	Room	100	
(96) HALL	100	Hall	Room	100	
(97) CLASSROOM	100	Classroom	Room	100	
(98) GYMNASIUM	100	Gymnasium	Room	100	
(99) CAFETERIA	100	Cafeteria	Room	100	
(100) LABORATORY	100	Laboratory	Room	100	

- ACCESS DATA - DSA ONLY**
- (1) ACCESSIBLE CURB CUT - 50% APF - 100%
  - (2) ACCESSIBLE DRIVEWAY - 50% APF - 100%
  - (3) ACCESSIBLE SIDEWALK - 50% APF - 100%
  - (4) ACCESSIBLE CROSSING - 50% APF - 100%
  - (5) ACCESSIBLE PARKING - 50% APF - 100%
  - (6) ACCESSIBLE TRAILER - 50% APF - 100%
  - (7) ACCESSIBLE STAIR - 50% APF - 100%
  - (8) ACCESSIBLE ELEVATOR - 50% APF - 100%
  - (9) ACCESSIBLE ENTRANCE - 50% APF - 100%
  - (10) ACCESSIBLE EXIT - 50% APF - 100%
  - (11) ACCESSIBLE DRIVEWAY - 50% APF - 100%
  - (12) ACCESSIBLE SIDEWALK - 50% APF - 100%
  - (13) ACCESSIBLE CROSSING - 50% APF - 100%
  - (14) ACCESSIBLE PARKING - 50% APF - 100%
  - (15) ACCESSIBLE TRAILER - 50% APF - 100%
  - (16) ACCESSIBLE STAIR - 50% APF - 100%
  - (17) ACCESSIBLE ELEVATOR - 50% APF - 100%
  - (18) ACCESSIBLE ENTRANCE - 50% APF - 100%
  - (19) ACCESSIBLE EXIT - 50% APF - 100%

**ACCESS NOTES**

FOR YOUR REVIEW AND APPROVAL, ARCHITECT HAS REVIEWED THE FOLLOWING:

1. LAYOUTS THAT ACCESSIBLE ROUTE WITHOUT ANY IMPEDIMENT CHANGES TO THE EXISTING LAYOUT.
2. LAYOUTS THAT ACCESSIBLE ROUTE WITH IMPEDIMENT CHANGES TO THE EXISTING LAYOUT.
3. LAYOUTS THAT ACCESSIBLE ROUTE WITH IMPEDIMENT CHANGES TO THE EXISTING LAYOUT.
4. LAYOUTS THAT ACCESSIBLE ROUTE WITH IMPEDIMENT CHANGES TO THE EXISTING LAYOUT.
5. LAYOUTS THAT ACCESSIBLE ROUTE WITH IMPEDIMENT CHANGES TO THE EXISTING LAYOUT.
6. LAYOUTS THAT ACCESSIBLE ROUTE WITH IMPEDIMENT CHANGES TO THE EXISTING LAYOUT.
7. LAYOUTS THAT ACCESSIBLE ROUTE WITH IMPEDIMENT CHANGES TO THE EXISTING LAYOUT.
8. LAYOUTS THAT ACCESSIBLE ROUTE WITH IMPEDIMENT CHANGES TO THE EXISTING LAYOUT.
9. LAYOUTS THAT ACCESSIBLE ROUTE WITH IMPEDIMENT CHANGES TO THE EXISTING LAYOUT.
10. LAYOUTS THAT ACCESSIBLE ROUTE WITH IMPEDIMENT CHANGES TO THE EXISTING LAYOUT.

**SHEET LEGEND**

- (1) ACCESSIBLE CURB CUT - 50% APF - 100%
- (2) ACCESSIBLE DRIVEWAY - 50% APF - 100%
- (3) ACCESSIBLE SIDEWALK - 50% APF - 100%
- (4) ACCESSIBLE CROSSING - 50% APF - 100%
- (5) ACCESSIBLE PARKING - 50% APF - 100%
- (6) ACCESSIBLE TRAILER - 50% APF - 100%
- (7) ACCESSIBLE STAIR - 50% APF - 100%
- (8) ACCESSIBLE ELEVATOR - 50% APF - 100%
- (9) ACCESSIBLE ENTRANCE - 50% APF - 100%
- (10) ACCESSIBLE EXIT - 50% APF - 100%
- (11) ACCESSIBLE DRIVEWAY - 50% APF - 100%
- (12) ACCESSIBLE SIDEWALK - 50% APF - 100%
- (13) ACCESSIBLE CROSSING - 50% APF - 100%
- (14) ACCESSIBLE PARKING - 50% APF - 100%
- (15) ACCESSIBLE TRAILER - 50% APF - 100%
- (16) ACCESSIBLE STAIR - 50% APF - 100%
- (17) ACCESSIBLE ELEVATOR - 50% APF - 100%
- (18) ACCESSIBLE ENTRANCE - 50% APF - 100%
- (19) ACCESSIBLE EXIT - 50% APF - 100%

**PROJECT TEAM**

**ARCHITECT:** P.H.H. ARCHITECTS, INC. 1000 RIVER STREET, SUITE 200, WALNUT CREEK, CA 94598

**MECHANICAL/ELECTRICAL ENGINEER:** M.E.E. ENGINEERS, INC. 1000 RIVER STREET, SUITE 200, WALNUT CREEK, CA 94598

**STRUCTURAL ENGINEER:** S.E.E. ENGINEERS, INC. 1000 RIVER STREET, SUITE 200, WALNUT CREEK, CA 94598

**PROJECT TITLE:** SMART-1440 CLASSROOMS, FOOHILL MIDDLE SCHOOL

**DATE:** 08/27/12

**SCALE:** AS NOTED

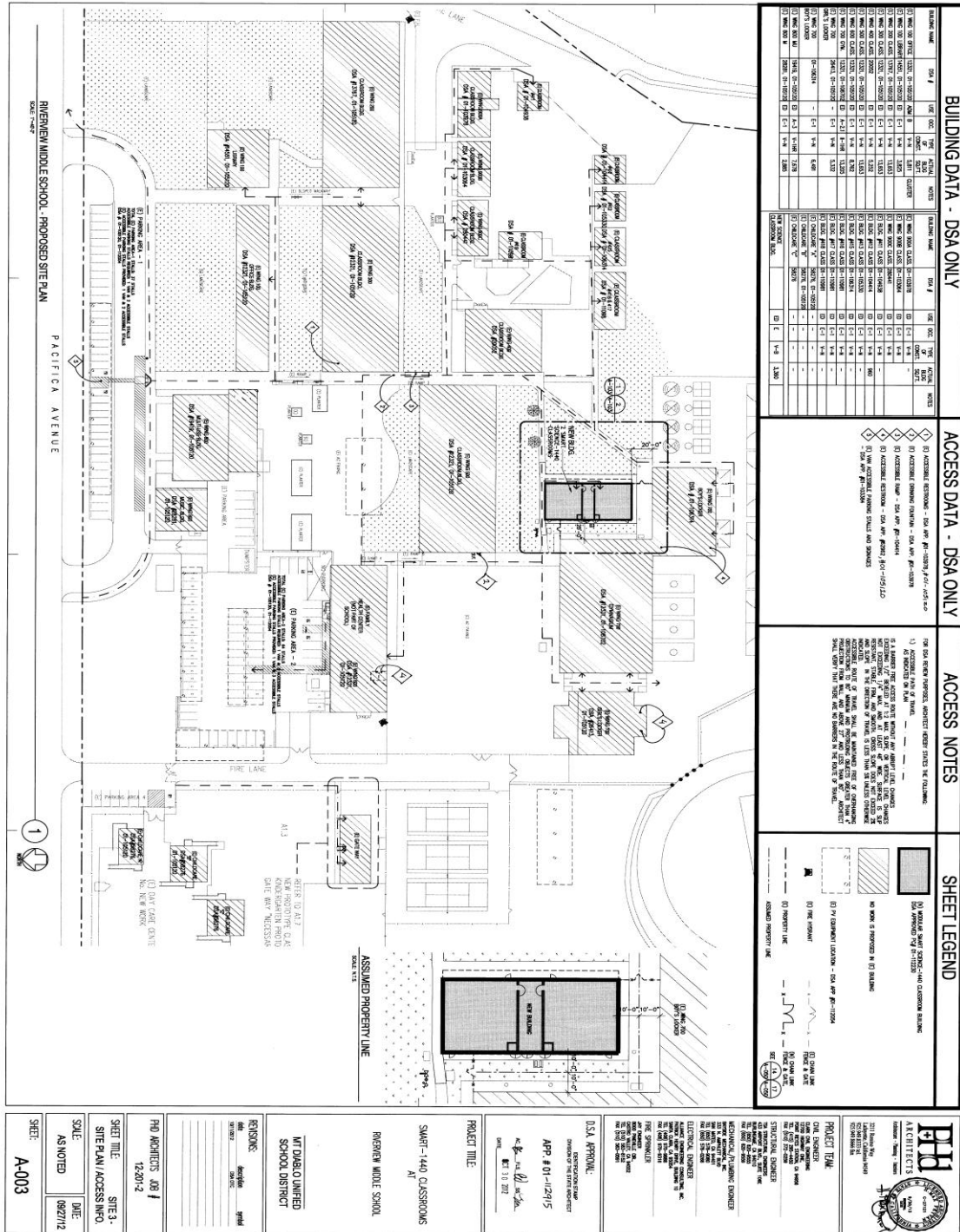
**SHEET:** A-001



**EXHIBIT "A-4"**

**DESCRIPTION OF SCHOOL SITE**

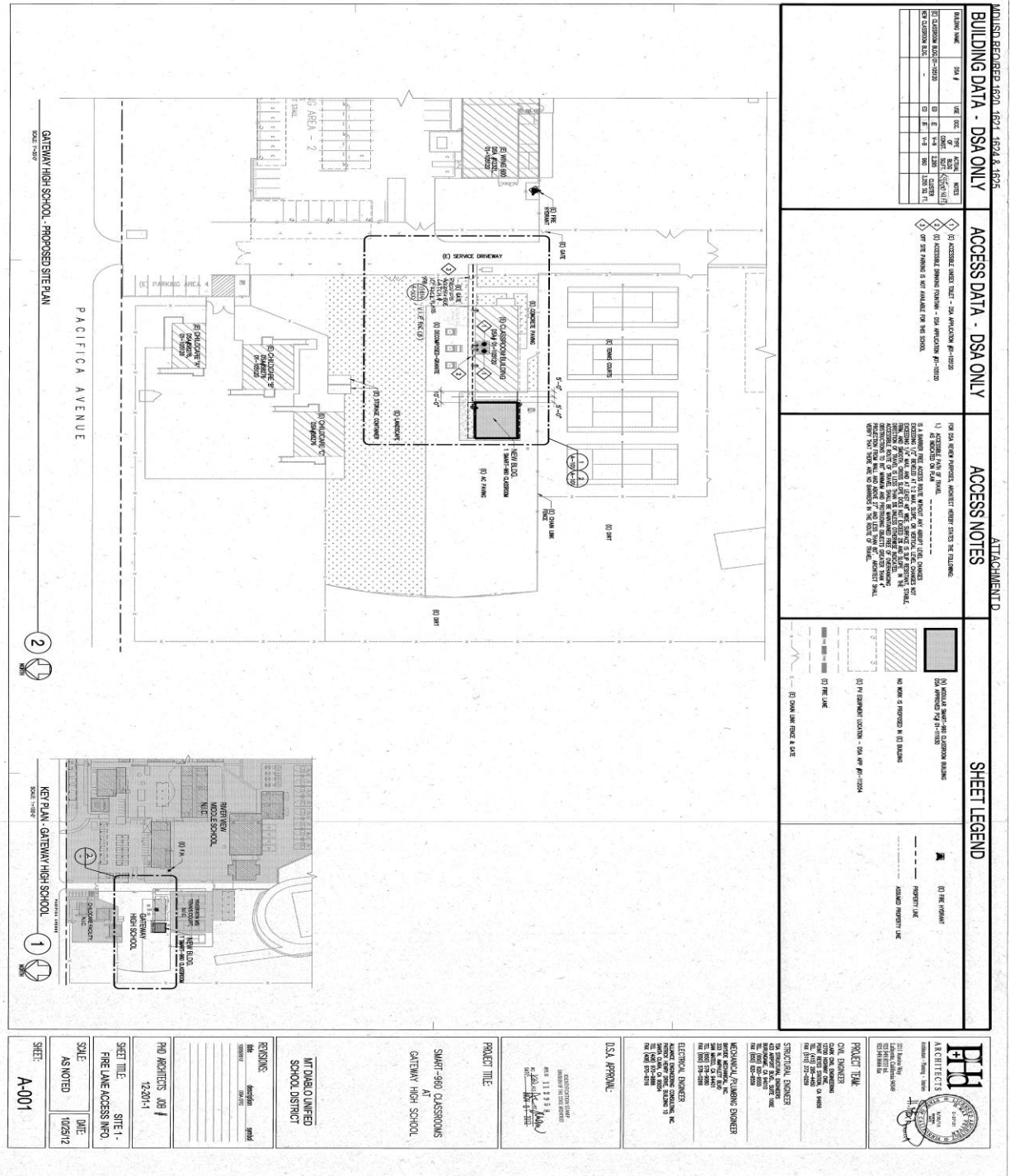
Attached is the Description for: Riverview Middle School, 205 Pacifica Avenue, Bay Point, CA 94565



**EXHIBIT "A-5"**

**DESCRIPTION OF SCHOOL SITE**

Attached is the Description for: Gateway Necessary Small High School, 235 Pacifica Avenue, Bay Point, CA 94565



ATTACHMENT D  
MDUSD RECORD #201, 4521, 4524 & 4525

**BUILDING DATA - DSA ONLY**

SECTION NAME	DATE	TYPE	REVISION	APPROVED	
(1) CUSTOMER BLOCK - 01-2020	01	E	1-14	1-2020	SCOTT
(2) CUSTOMER BLOCK - 01-2020	02	E	1-14	1-2020	SCOTT

- ACCESS DATA - DSA ONLY**
- ◇ (1) ACCESS DATA TABLE - SEE ATTACHED P-1020
  - ◇ (2) ACCESS DATA TABLE - SEE ATTACHED P-1020
  - ◇ (3) ACCESS DATA TABLE - SEE ATTACHED P-1020

**ACCESS NOTES**

FOR THE DESIGN PROJECT, ACCESS NOTES ARE LISTED IN THE FOLLOWING:

- (1) ACCESS DATA TABLE
- (2) ACCESS DATA TABLE

IF A BUILDING ACCESS NOTE, WHICH MAY BE PART OF THE CONTRACT DOCUMENTS, IS NOT LISTED IN THE FOLLOWING, IT IS THE RESPONSIBILITY OF THE USER OF THIS DRAWING TO VERIFY THE ACCESS DATA TABLE FOR THE BUILDING. THE USER OF THIS DRAWING SHALL VERIFY THAT THE ACCESS DATA TABLE IS THE MOST CURRENT AND ACCURATE. THE USER OF THIS DRAWING SHALL VERIFY THAT THE ACCESS DATA TABLE IS THE MOST CURRENT AND ACCURATE. THE USER OF THIS DRAWING SHALL VERIFY THAT THE ACCESS DATA TABLE IS THE MOST CURRENT AND ACCURATE.

**SHEET LEGEND**

	(1) BUILDING FOOTPRINT - SEE ATTACHED P-1020
	PROPOSED BUILDING FOOTPRINT - SEE ATTACHED P-1020
	(2) SITE PLAN LOCATION - SEE ATTACHED P-1020
	(3) EASEMENT LOCATION - SEE ATTACHED P-1020
	(4) FENCE LINE
	(5) CHAIN LINK FENCE AND GATE

**PROPERTY LINE**

(1) PROPERTY LINE

ACCESS PROPERTY LINE

**PHD ARCHITECTS**

1000 Broadway, Suite 200  
San Francisco, CA 94133  
Tel: 415.774.5555  
Fax: 415.774.5556

**PROJECT TEAM**

PHD ARCHITECTS  
ARCHITECTS  
PROJECT ARCHITECT  
DATE: 12/01/17

**OWNER**

MDUSD  
1000 Broadway, Suite 200  
San Francisco, CA 94133  
Tel: 415.774.5555  
Fax: 415.774.5556

**MECHANICAL/PLUMBING ENGINEER**

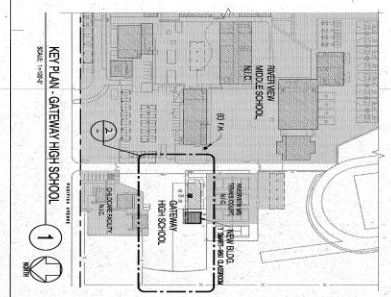
DATE: 12/01/17

**ELECTRICAL ENGINEER**

DATE: 12/01/17

**STRUCTURAL ENGINEER**

DATE: 12/01/17



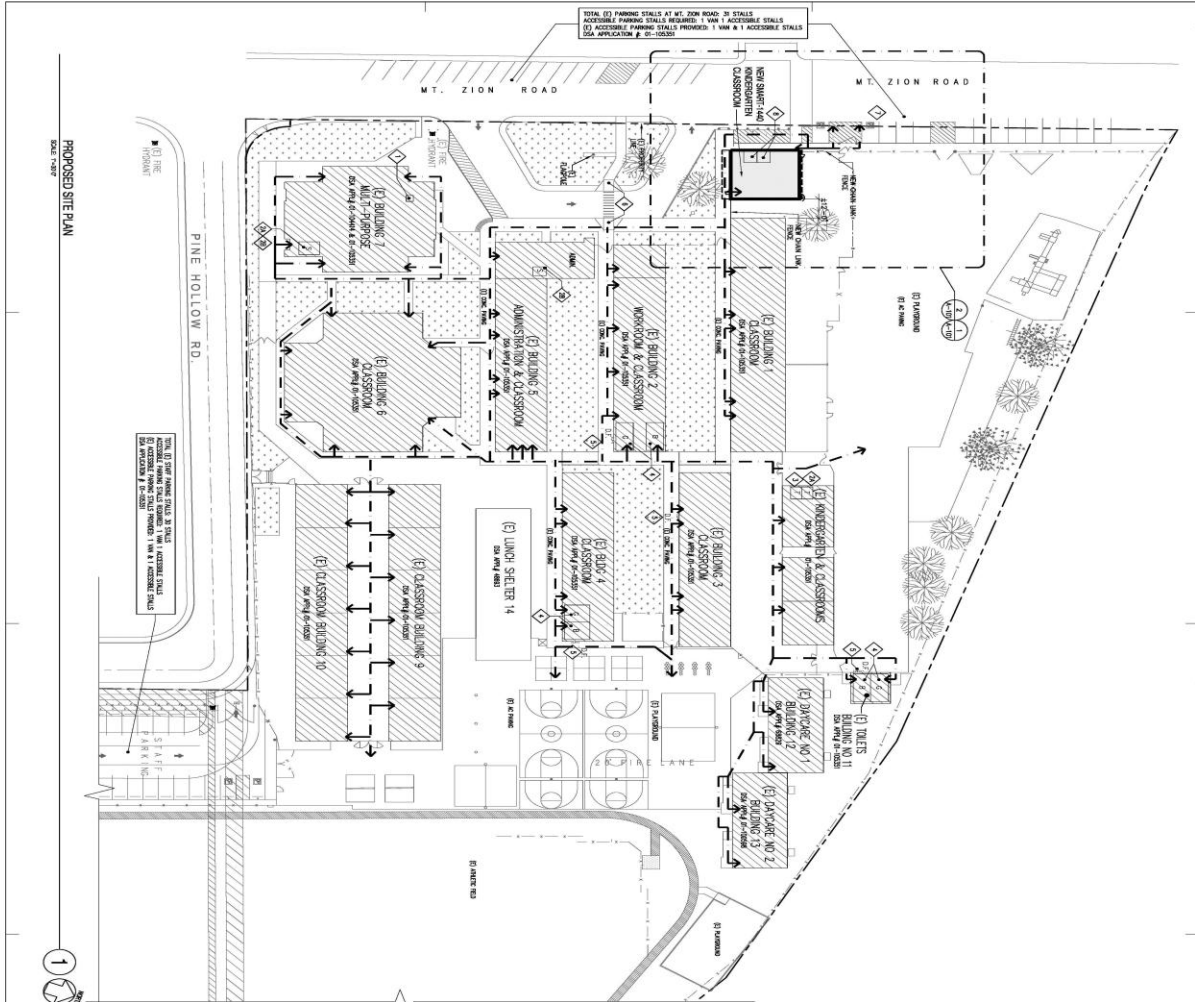
<b>REVISIONS</b>	DATE	DESCRIPTION
<p>PHD ARCHITECTS JOB # 172011-1</p> <p>SHEET TITLE SITE-1 - FIRE LANE ACCESS INFO</p> <p>SCALE AS NOTED</p> <p>DATE 10/25/17</p> <p>SHEET A-001</p>		



**EXHIBIT "A-7"**

**DESCRIPTION OF SCHOOL SITE**

Attached is the Description for: Mt. Diablo Elementary School, 5880 Mt. Zion Drive, Clayton, CA 94517



BUILDING DATA - DSA ONLY	
BUILDING NAME	100' x 100' x 100'
BUILDING 1 CLASSROOM	100' x 100' x 100'
BUILDING 2 WORKSHOP & CLASSROOM	100' x 100' x 100'
BUILDING 3 CLASSROOM	100' x 100' x 100'
BUILDING 4 CLASSROOM	100' x 100' x 100'
BUILDING 5 ADMINISTRATION & CLASSROOM	100' x 100' x 100'
BUILDING 6 CLASSROOM	100' x 100' x 100'
BUILDING 7 MULTI-PURPOSE	100' x 100' x 100'
BUILDING 8 CLASSROOM	100' x 100' x 100'
BUILDING 9 CLASSROOM BUILDING 9	100' x 100' x 100'
BUILDING 10 CLASSROOM BUILDING 10	100' x 100' x 100'
BUILDING 11 GYMNASIUM	100' x 100' x 100'
BUILDING 12 GYMNASIUM	100' x 100' x 100'
BUILDING 13 GYMNASIUM	100' x 100' x 100'
BUILDING 14 LUNCH SHELTER 14	100' x 100' x 100'

ACCESS DATA - DSA ONLY	
1) ACCESSIBLE WALKWAY	100' x 100' x 100'
2) ACCESSIBLE DRIVE	100' x 100' x 100'
3) ACCESSIBLE PARKING	100' x 100' x 100'
4) ACCESSIBLE ENTRY	100' x 100' x 100'
5) ACCESSIBLE STAIRS	100' x 100' x 100'
6) ACCESSIBLE ELEVATOR	100' x 100' x 100'
7) ACCESSIBLE TOILETS	100' x 100' x 100'
8) ACCESSIBLE SERVICE	100' x 100' x 100'
9) ACCESSIBLE SIGNAGE	100' x 100' x 100'
10) ACCESSIBLE TELEPHONE	100' x 100' x 100'
11) ACCESSIBLE VENDING	100' x 100' x 100'
12) ACCESSIBLE WATER	100' x 100' x 100'
13) ACCESSIBLE WASTE	100' x 100' x 100'
14) ACCESSIBLE REPAIR	100' x 100' x 100'
15) ACCESSIBLE STORAGE	100' x 100' x 100'
16) ACCESSIBLE TRASH	100' x 100' x 100'
17) ACCESSIBLE SECURITY	100' x 100' x 100'
18) ACCESSIBLE SIGNAGE	100' x 100' x 100'
19) ACCESSIBLE TELEPHONE	100' x 100' x 100'
20) ACCESSIBLE VENDING	100' x 100' x 100'
21) ACCESSIBLE WATER	100' x 100' x 100'
22) ACCESSIBLE WASTE	100' x 100' x 100'
23) ACCESSIBLE REPAIR	100' x 100' x 100'
24) ACCESSIBLE STORAGE	100' x 100' x 100'
25) ACCESSIBLE TRASH	100' x 100' x 100'
26) ACCESSIBLE SECURITY	100' x 100' x 100'

ACCESS NOTES	
1) ACCESSIBLE WALKWAY	100' x 100' x 100'
2) ACCESSIBLE DRIVE	100' x 100' x 100'
3) ACCESSIBLE PARKING	100' x 100' x 100'
4) ACCESSIBLE ENTRY	100' x 100' x 100'
5) ACCESSIBLE STAIRS	100' x 100' x 100'
6) ACCESSIBLE ELEVATOR	100' x 100' x 100'
7) ACCESSIBLE TOILETS	100' x 100' x 100'
8) ACCESSIBLE SERVICE	100' x 100' x 100'
9) ACCESSIBLE SIGNAGE	100' x 100' x 100'
10) ACCESSIBLE TELEPHONE	100' x 100' x 100'
11) ACCESSIBLE VENDING	100' x 100' x 100'
12) ACCESSIBLE WATER	100' x 100' x 100'
13) ACCESSIBLE WASTE	100' x 100' x 100'
14) ACCESSIBLE REPAIR	100' x 100' x 100'
15) ACCESSIBLE STORAGE	100' x 100' x 100'
16) ACCESSIBLE TRASH	100' x 100' x 100'
17) ACCESSIBLE SECURITY	100' x 100' x 100'
18) ACCESSIBLE SIGNAGE	100' x 100' x 100'
19) ACCESSIBLE TELEPHONE	100' x 100' x 100'
20) ACCESSIBLE VENDING	100' x 100' x 100'
21) ACCESSIBLE WATER	100' x 100' x 100'
22) ACCESSIBLE WASTE	100' x 100' x 100'
23) ACCESSIBLE REPAIR	100' x 100' x 100'
24) ACCESSIBLE STORAGE	100' x 100' x 100'
25) ACCESSIBLE TRASH	100' x 100' x 100'
26) ACCESSIBLE SECURITY	100' x 100' x 100'

SHEET LEGEND	
1) ACCESSIBLE WALKWAY	100' x 100' x 100'
2) ACCESSIBLE DRIVE	100' x 100' x 100'
3) ACCESSIBLE PARKING	100' x 100' x 100'
4) ACCESSIBLE ENTRY	100' x 100' x 100'
5) ACCESSIBLE STAIRS	100' x 100' x 100'
6) ACCESSIBLE ELEVATOR	100' x 100' x 100'
7) ACCESSIBLE TOILETS	100' x 100' x 100'
8) ACCESSIBLE SERVICE	100' x 100' x 100'
9) ACCESSIBLE SIGNAGE	100' x 100' x 100'
10) ACCESSIBLE TELEPHONE	100' x 100' x 100'
11) ACCESSIBLE VENDING	100' x 100' x 100'
12) ACCESSIBLE WATER	100' x 100' x 100'
13) ACCESSIBLE WASTE	100' x 100' x 100'
14) ACCESSIBLE REPAIR	100' x 100' x 100'
15) ACCESSIBLE STORAGE	100' x 100' x 100'
16) ACCESSIBLE TRASH	100' x 100' x 100'
17) ACCESSIBLE SECURITY	100' x 100' x 100'
18) ACCESSIBLE SIGNAGE	100' x 100' x 100'
19) ACCESSIBLE TELEPHONE	100' x 100' x 100'
20) ACCESSIBLE VENDING	100' x 100' x 100'
21) ACCESSIBLE WATER	100' x 100' x 100'
22) ACCESSIBLE WASTE	100' x 100' x 100'
23) ACCESSIBLE REPAIR	100' x 100' x 100'
24) ACCESSIBLE STORAGE	100' x 100' x 100'
25) ACCESSIBLE TRASH	100' x 100' x 100'
26) ACCESSIBLE SECURITY	100' x 100' x 100'

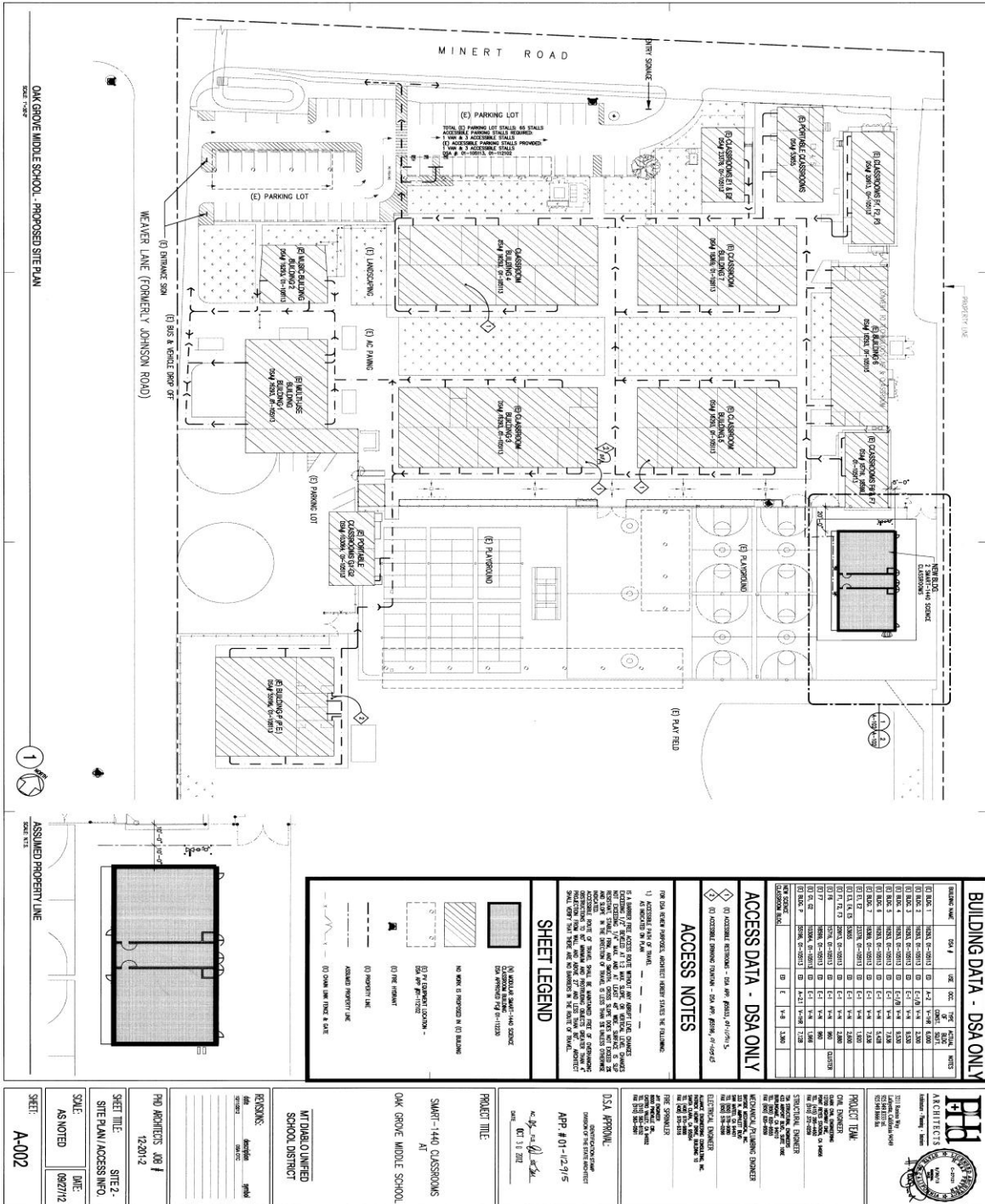
PROJECT INFORMATION	
PROJECT TITLE	SMART - 1400 KANGAROO CLASSROOM MT. DIABLO ELEMENTARY SCHOOL
CLIENT	MT. DIABLO ELEMENTARY SCHOOL DISTRICT
DATE	12/20/14
PROJECT NO.	122014
DATE	11/19/12
SCALE	AS NOTED
SHEET NO.	A-001

ATTACHMENT D

**EXHIBIT "A-8"**

**DESCRIPTION OF SCHOOL SITE**

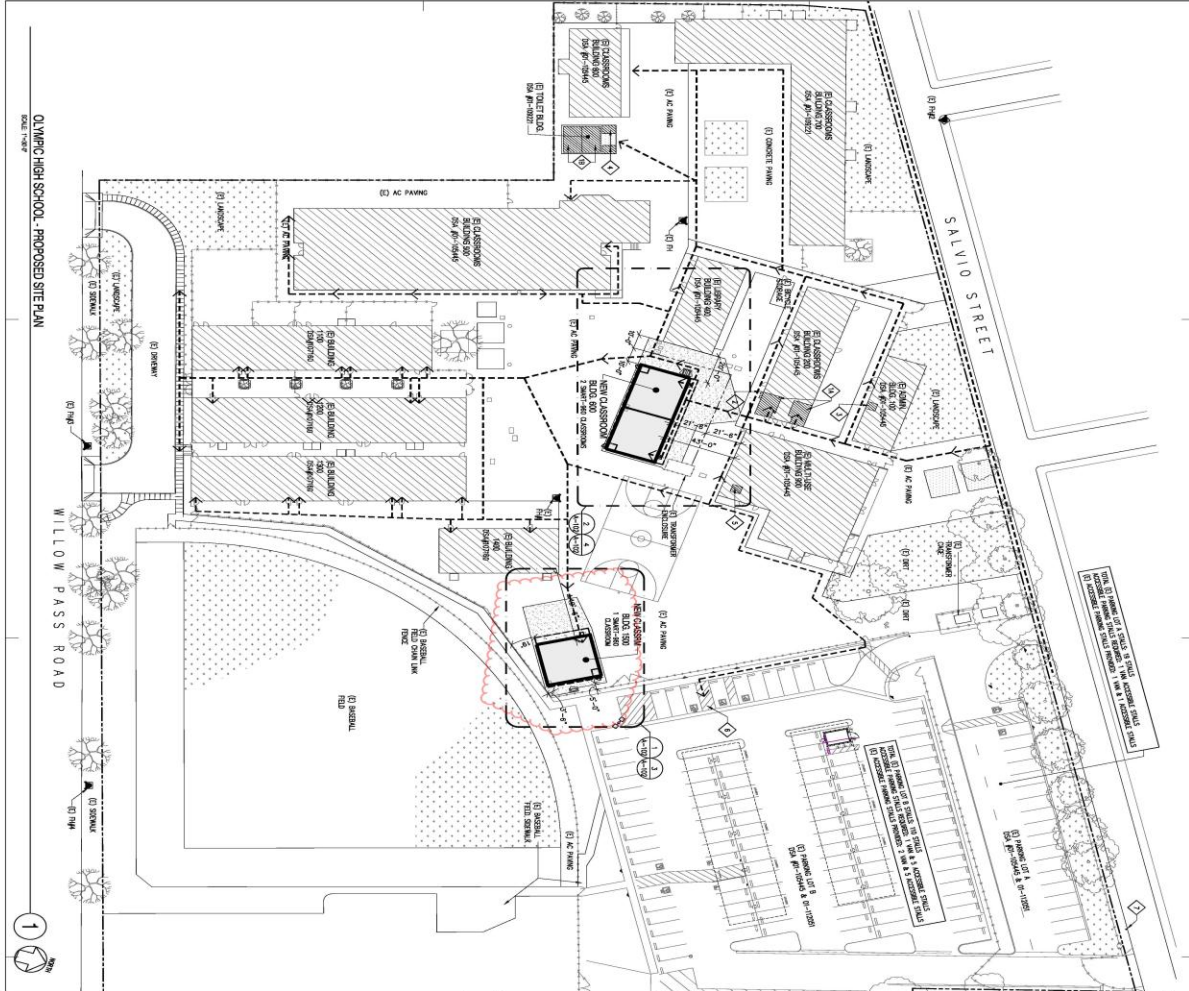
Attached is the Description for: Oak Grove Middle School, 2050 Minert Road, Concord, CA 94518



**EXHIBIT "A-9"**

**DESCRIPTION OF SCHOOL SITE**

Attached is the Description for: Olympic High School, 2730 Salvio Street, Concord, CA 94519



BUILDING DATA - DSA ONLY										
ROOM NAME	AREA	NO. OF ROOMS	NO. OF STUDENTS	NO. OF TEACHERS	NO. OF STUDENTS PER ROOM	NO. OF TEACHERS PER ROOM	NO. OF STUDENTS PER TEACHER	NO. OF STUDENTS PER STUDENT	NO. OF STUDENTS PER TEACHER	NO. OF STUDENTS PER STUDENT
CLASSROOM	100	100	100	100	100	100	100	100	100	100
LABORATORY	50	50	50	50	50	50	50	50	50	50
OFFICE	20	20	20	20	20	20	20	20	20	20
ADMINISTRATIVE	10	10	10	10	10	10	10	10	10	10
CAFETERIA	10	10	10	10	10	10	10	10	10	10
GYMNASIUM	10	10	10	10	10	10	10	10	10	10
LIBRARY	10	10	10	10	10	10	10	10	10	10
ART ROOM	10	10	10	10	10	10	10	10	10	10
MUSIC ROOM	10	10	10	10	10	10	10	10	10	10
COMPUTER LAB	10	10	10	10	10	10	10	10	10	10
RESTROOM	10	10	10	10	10	10	10	10	10	10
STORAGE	10	10	10	10	10	10	10	10	10	10
MECHANICAL	10	10	10	10	10	10	10	10	10	10
LANDSCAPE	10	10	10	10	10	10	10	10	10	10
AC PAVING	10	10	10	10	10	10	10	10	10	10
TOTAL	300	300	300	300	300	300	300	300	300	300

**ACCESS DATA - DSA ONLY**

**ACCESS NOTES**

**SHEET LEGEND**

**PROJECT TITLE:** SMART-480 CLASSROOMS AT OLYMPIC HIGH SCHOOL

**CLIENT:** AT/DORADO UNIFIED SCHOOL DISTRICT

**DATE:** 12/20/11

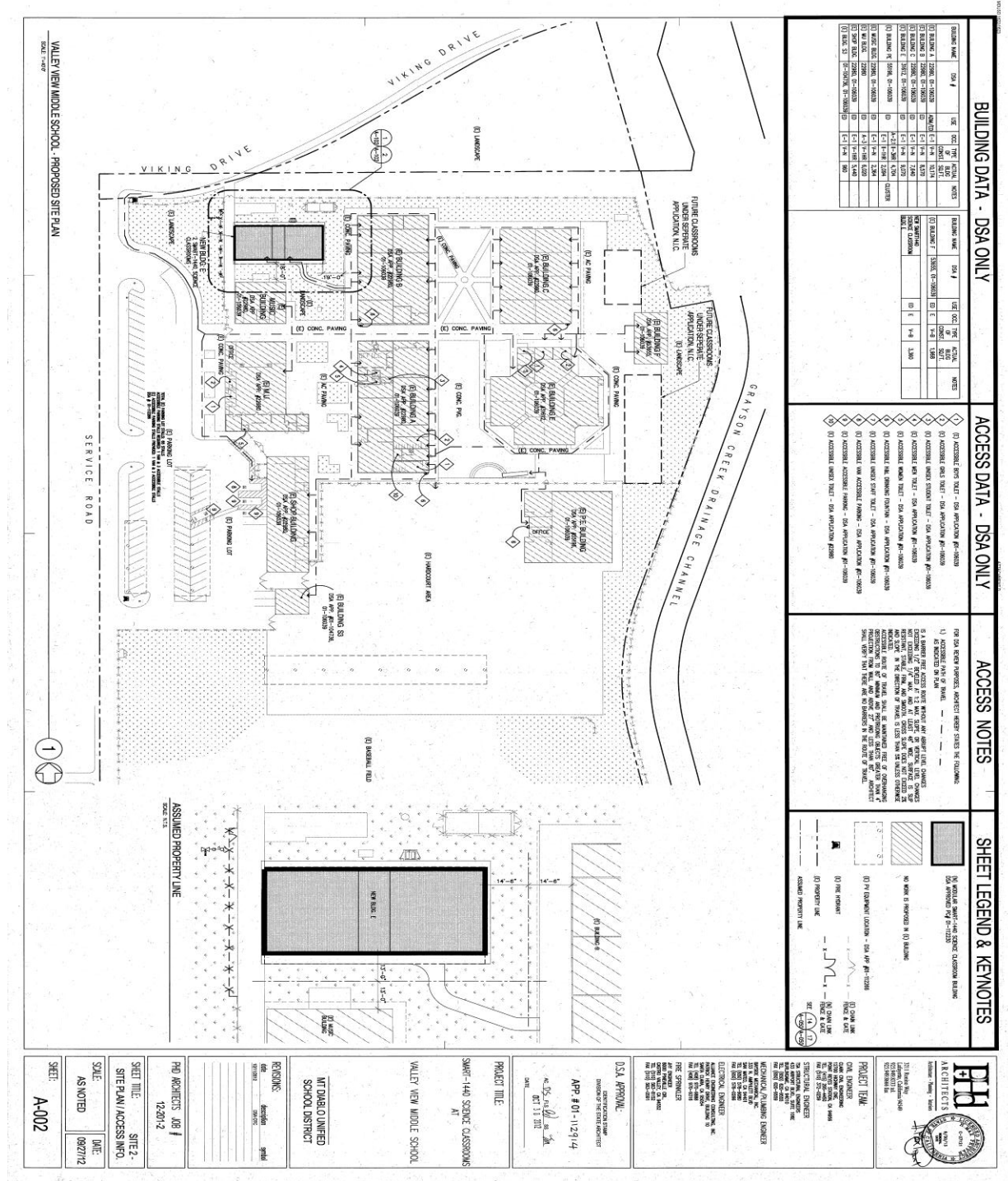
**SCALE:** AS NOTED

**SHEET:** A-002

**EXHIBIT "A-10"**

**DESCRIPTION OF SCHOOL SITE**

Attached is the Description for: Valley View Middle School, 181 Viking Drive, Pleasant Hill, CA 94523



**BUILDING DATA - DSA ONLY**

BUILDING NAME	NO. OF BLDGS	SQ. FT.	NO. OF CLASS.	NO. OF LABS	NO. OF STUNTS	NO. OF GYMNASIUMS	NO. OF MULTI-PURPOSE ROOMS	NO. OF GYMNASIUMS	NO. OF GYMNASIUMS
(E) BUILDING 1 - SCIENCE CLASSROOM	1	11,324	0	0	0	0	0	0	0
(E) BUILDING 2 - SCIENCE CLASSROOM	1	11,324	0	0	0	0	0	0	0
(E) BUILDING 3 - SCIENCE CLASSROOM	1	11,324	0	0	0	0	0	0	0
(E) BUILDING 4 - SCIENCE CLASSROOM	1	11,324	0	0	0	0	0	0	0
(E) BUILDING 5 - SCIENCE CLASSROOM	1	11,324	0	0	0	0	0	0	0
(E) BUILDING 6 - SCIENCE CLASSROOM	1	11,324	0	0	0	0	0	0	0
(E) BUILDING 7 - SCIENCE CLASSROOM	1	11,324	0	0	0	0	0	0	0
(E) BUILDING 8 - SCIENCE CLASSROOM	1	11,324	0	0	0	0	0	0	0
(E) BUILDING 9 - SCIENCE CLASSROOM	1	11,324	0	0	0	0	0	0	0
(E) BUILDING 10 - SCIENCE CLASSROOM	1	11,324	0	0	0	0	0	0	0

**ACCESS DATA - DSA ONLY**

- (E) ACCESSIBLE PORT TOILET - 50A APPLICATION #1-100329
- (E) ACCESSIBLE BUILT SPACE - 50A APPLICATION #1-100329
- (E) ACCESSIBLE BUILT SPACE - 50A APPLICATION #1-100329
- (E) ACCESSIBLE BUILT SPACE - 50A APPLICATION #1-100329
- (E) ACCESSIBLE BUILT SPACE - 50A APPLICATION #1-100329
- (E) ACCESSIBLE BUILT SPACE - 50A APPLICATION #1-100329
- (E) ACCESSIBLE BUILT SPACE - 50A APPLICATION #1-100329
- (E) ACCESSIBLE BUILT SPACE - 50A APPLICATION #1-100329

**ACCESS NOTES**

- FOR 50A ACCESS NOTES, REFER TO OTHER SHEETS FOR DETAILS.
- (E) ACCESSIBLE BUILT SPACE - 50A APPLICATION #1-100329

**SHEET LEGEND & KEYNOTES**

- (E) PORT TOILET - 50A APPLICATION #1-100329
- (E) BUILT SPACE - 50A APPLICATION #1-100329
- (E) PORT TOILET - 50A APPLICATION #1-100329

**MDUSD ARCHITECTS**

1111 Marking  
1111 Marking  
1111 Marking

**PROJECT TEAM**

PROJECT ARCHITECT: MDUSD ARCHITECTS

PROJECT ENGINEER: STRUCTURAL ENGINEERS

PROJECT MECHANICAL/ELECTRICAL/PLUMBING ENGINEERS: MECHANICAL/ELECTRICAL/PLUMBING ENGINEERS

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**DSA APPROVAL**

DESIGNATED REVIEWER: [Signature]

DATE: 01/11/2017

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**PROJECT TITLE**

SMINT-H40 SCIENCE CLASSROOMS

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**REVISIONS**

NO.	DATE	DESCRIPTION

---

**MDUSD UNIFIED SCHOOL DISTRICT**

12201-2

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**PHD ARCHITECTS JOB #**

12201-2

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**SHEET TITLE** - SITE 2 - SITE PLAN/ACCESS INFO.

**SCALE:** AS NOTED

**DATE:** 09/27/12

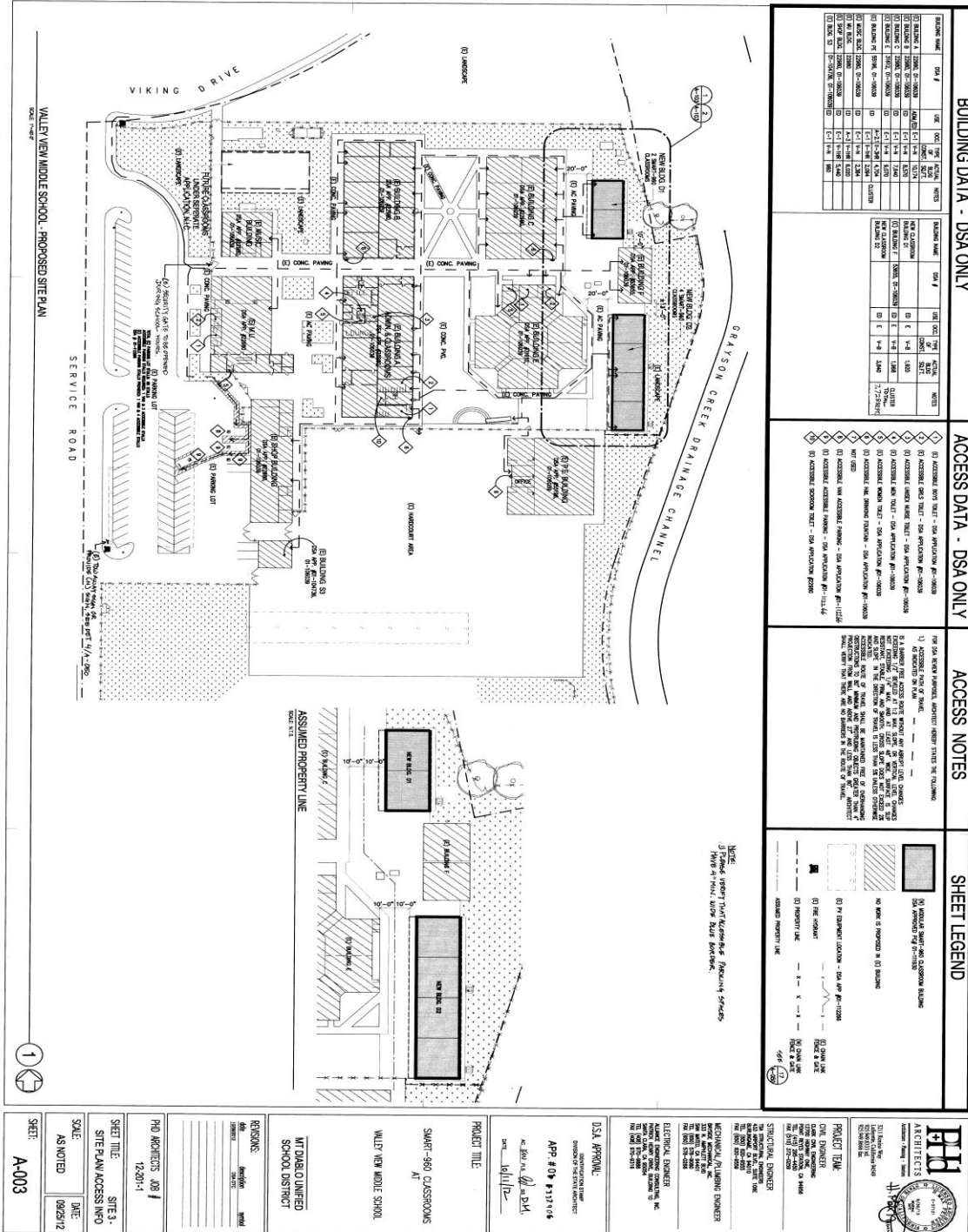
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**SHEET:** A-002

**EXHIBIT "A-10.1"**

**DESCRIPTION OF SCHOOL SITE**

Attached is the Description for: Valley View Middle School, 181 Viking Drive, Pleasant Hill, CA 94523



**BUILDING DATA - DSA ONLY**

BUILDING NAME	DS #	USE	COL	TY	HSN	HT
CLASSROOM BLDG	01	CLASSROOM	1	1	100	12
GYMNASIUM	02	GYMNASIUM	1	1	100	18
ADMINISTRATIVE BLDG	03	ADMINISTRATIVE	1	1	100	12
SCIENCE BLDG	04	SCIENCE	1	1	100	12
ART BLDG	05	ART	1	1	100	12
MUSIC BLDG	06	MUSIC	1	1	100	12
CAFETERIA	07	CAFETERIA	1	1	100	12
LIBRARY	08	LIBRARY	1	1	100	12
OFFICE	09	OFFICE	1	1	100	12
STORAGE	10	STORAGE	1	1	100	12
MECHANICAL	11	MECHANICAL	1	1	100	12
RESTROOM	12	RESTROOM	1	1	100	12
TRUCK	13	TRUCK	1	1	100	12

**ACCESS DATA - DSA ONLY**

ACCESS DATA NAME	DS #	USE	COL	TY	HSN	HT
ACCESSIBLE BUS STOP	14	ACCESSIBLE BUS STOP	1	1	100	12
ACCESSIBLE WALKWAY	15	ACCESSIBLE WALKWAY	1	1	100	12
ACCESSIBLE DRIVEWAY	16	ACCESSIBLE DRIVEWAY	1	1	100	12
ACCESSIBLE SIDEWALK	17	ACCESSIBLE SIDEWALK	1	1	100	12
ACCESSIBLE STAIR	18	ACCESSIBLE STAIR	1	1	100	12
ACCESSIBLE ENTRANCE	19	ACCESSIBLE ENTRANCE	1	1	100	12
ACCESSIBLE PARKING	20	ACCESSIBLE PARKING	1	1	100	12
ACCESSIBLE SIGNAGE	21	ACCESSIBLE SIGNAGE	1	1	100	12

**ACCESS NOTES**

1) ACCESSIBLE SIDEWALK - SEE APPLICATION #10-0805  
 2) ACCESSIBLE DRIVEWAY - SEE APPLICATION #10-0805  
 3) ACCESSIBLE STAIR - SEE APPLICATION #10-0805  
 4) ACCESSIBLE ENTRANCE - SEE APPLICATION #10-0805  
 5) ACCESSIBLE PARKING - SEE APPLICATION #10-0805  
 6) ACCESSIBLE SIGNAGE - SEE APPLICATION #10-0805  
 7) ACCESSIBLE WALKWAY - SEE APPLICATION #10-0805  
 8) ACCESSIBLE BUS STOP - SEE APPLICATION #10-0805  
 9) ACCESSIBLE SIDEWALK - SEE APPLICATION #10-0805  
 10) ACCESSIBLE DRIVEWAY - SEE APPLICATION #10-0805  
 11) ACCESSIBLE STAIR - SEE APPLICATION #10-0805  
 12) ACCESSIBLE ENTRANCE - SEE APPLICATION #10-0805  
 13) ACCESSIBLE PARKING - SEE APPLICATION #10-0805  
 14) ACCESSIBLE SIGNAGE - SEE APPLICATION #10-0805

**SHEET LEGEND**

1) ACCESSIBLE SIDEWALK - SEE APPLICATION #10-0805  
 2) ACCESSIBLE DRIVEWAY - SEE APPLICATION #10-0805  
 3) ACCESSIBLE STAIR - SEE APPLICATION #10-0805  
 4) ACCESSIBLE ENTRANCE - SEE APPLICATION #10-0805  
 5) ACCESSIBLE PARKING - SEE APPLICATION #10-0805  
 6) ACCESSIBLE SIGNAGE - SEE APPLICATION #10-0805  
 7) ACCESSIBLE WALKWAY - SEE APPLICATION #10-0805  
 8) ACCESSIBLE BUS STOP - SEE APPLICATION #10-0805  
 9) ACCESSIBLE SIDEWALK - SEE APPLICATION #10-0805  
 10) ACCESSIBLE DRIVEWAY - SEE APPLICATION #10-0805  
 11) ACCESSIBLE STAIR - SEE APPLICATION #10-0805  
 12) ACCESSIBLE ENTRANCE - SEE APPLICATION #10-0805  
 13) ACCESSIBLE PARKING - SEE APPLICATION #10-0805  
 14) ACCESSIBLE SIGNAGE - SEE APPLICATION #10-0805

**PTD PROJECT INFO**  
 PROJECT TITLE: VALLEY VIEW MIDDLE SCHOOL, PROPOSED SITE PLAN  
 SHEET: A-003

**REVISIONS:**

NO.	DATE	DESCRIPTION	BY	CHKD.
1	12/20/11	ISSUED FOR PERMITS	JOB #	

**DESIGNER:** JAMES W. WILSON, INC.  
**PROJECT ENGINEER:** JAMES W. WILSON, INC.  
**REGISTERED PROFESSIONAL ENGINEER:** JAMES W. WILSON, INC.  
**REGISTERED PROFESSIONAL LANDSCAPE ARCHITECT:** JAMES W. WILSON, INC.  
**REGISTERED PROFESSIONAL CIVIL ENGINEER:** JAMES W. WILSON, INC.  
**REGISTERED PROFESSIONAL ELECTRICAL ENGINEER:** JAMES W. WILSON, INC.  
**REGISTERED PROFESSIONAL MECHANICAL ENGINEER:** JAMES W. WILSON, INC.  
**REGISTERED PROFESSIONAL STRUCTURAL ENGINEER:** JAMES W. WILSON, INC.

**PROJECT TITLE:** VALLEY VIEW MIDDLE SCHOOL  
**PROJECT NO.:** APP # 09 #131004  
**DATE:** 12/20/11

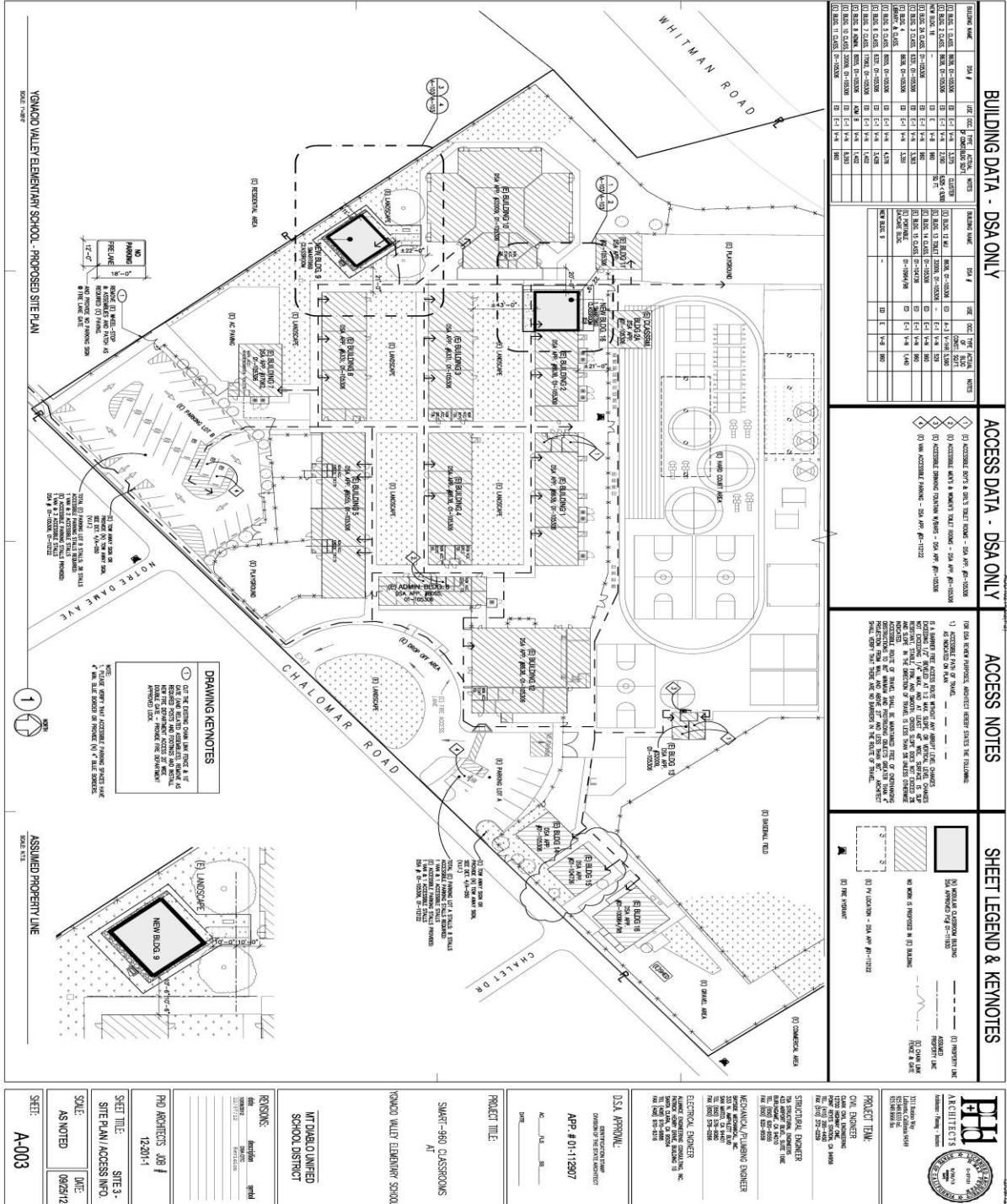
**SCALE:** AS NOTED  
**DATE:** 09/25/12



**EXHIBIT "A-11"**

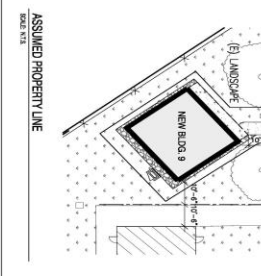
**DESCRIPTION OF SCHOOL SITE**

Attached is the Description for: Ygnacio Valley Elementary School, 2217 Chalomar Road, Concord, CA 94565



BUILDING DATA - DSA ONLY		ACCESS DATA - DSA ONLY		ACCESS NOTES		SHEET LEGEND & KEYNOTES	
BUILDING NAME	DS#	ACC#	ACC#	1) ACCESS TO SITE FROM PUBLIC ROAD - DSA APP #01-12007	1) ACCESS TO SITE FROM PUBLIC ROAD - DSA APP #01-12007	1) PROPERTY LINE	1) PROPERTY LINE
BUILDING 1	01-12007	01-12007	01-12007	2) ACCESS TO SITE FROM WHITMAN ROAD - DSA APP #01-12007	2) ACCESS TO SITE FROM WHITMAN ROAD - DSA APP #01-12007	2) CHALOMAR ROAD	2) CHALOMAR ROAD
BUILDING 2	01-12007	01-12007	01-12007	3) ACCESS TO SITE FROM CHALOMAR ROAD - DSA APP #01-12007	3) ACCESS TO SITE FROM CHALOMAR ROAD - DSA APP #01-12007	3) CHALOMAR ROAD	3) CHALOMAR ROAD
BUILDING 3	01-12007	01-12007	01-12007	4) ACCESS TO SITE FROM CHALOMAR ROAD - DSA APP #01-12007	4) ACCESS TO SITE FROM CHALOMAR ROAD - DSA APP #01-12007	4) CHALOMAR ROAD	4) CHALOMAR ROAD
BUILDING 4	01-12007	01-12007	01-12007	5) ACCESS TO SITE FROM CHALOMAR ROAD - DSA APP #01-12007	5) ACCESS TO SITE FROM CHALOMAR ROAD - DSA APP #01-12007	5) CHALOMAR ROAD	5) CHALOMAR ROAD
BUILDING 5	01-12007	01-12007	01-12007	6) ACCESS TO SITE FROM CHALOMAR ROAD - DSA APP #01-12007	6) ACCESS TO SITE FROM CHALOMAR ROAD - DSA APP #01-12007	6) CHALOMAR ROAD	6) CHALOMAR ROAD
BUILDING 6	01-12007	01-12007	01-12007	7) ACCESS TO SITE FROM CHALOMAR ROAD - DSA APP #01-12007	7) ACCESS TO SITE FROM CHALOMAR ROAD - DSA APP #01-12007	7) CHALOMAR ROAD	7) CHALOMAR ROAD
BUILDING 7	01-12007	01-12007	01-12007	8) ACCESS TO SITE FROM CHALOMAR ROAD - DSA APP #01-12007	8) ACCESS TO SITE FROM CHALOMAR ROAD - DSA APP #01-12007	8) CHALOMAR ROAD	8) CHALOMAR ROAD
BUILDING 8	01-12007	01-12007	01-12007	9) ACCESS TO SITE FROM CHALOMAR ROAD - DSA APP #01-12007	9) ACCESS TO SITE FROM CHALOMAR ROAD - DSA APP #01-12007	9) CHALOMAR ROAD	9) CHALOMAR ROAD
BUILDING 9	01-12007	01-12007	01-12007	10) ACCESS TO SITE FROM CHALOMAR ROAD - DSA APP #01-12007	10) ACCESS TO SITE FROM CHALOMAR ROAD - DSA APP #01-12007	10) CHALOMAR ROAD	10) CHALOMAR ROAD
BUILDING 10	01-12007	01-12007	01-12007	11) ACCESS TO SITE FROM CHALOMAR ROAD - DSA APP #01-12007	11) ACCESS TO SITE FROM CHALOMAR ROAD - DSA APP #01-12007	11) CHALOMAR ROAD	11) CHALOMAR ROAD

- DRAWING KEYNOTES**
- 1) THE ASSUMED PROPERTY LINE IS SHOWN AS A DOTTED LINE. THIS LINE IS BASED ON RECORD PLANS AND FIELD SURVEY.
  - 2) THE ASSUMED PROPERTY LINE IS SHOWN AS A DOTTED LINE. THIS LINE IS BASED ON RECORD PLANS AND FIELD SURVEY.
  - 3) THE ASSUMED PROPERTY LINE IS SHOWN AS A DOTTED LINE. THIS LINE IS BASED ON RECORD PLANS AND FIELD SURVEY.
  - 4) THE ASSUMED PROPERTY LINE IS SHOWN AS A DOTTED LINE. THIS LINE IS BASED ON RECORD PLANS AND FIELD SURVEY.
  - 5) THE ASSUMED PROPERTY LINE IS SHOWN AS A DOTTED LINE. THIS LINE IS BASED ON RECORD PLANS AND FIELD SURVEY.
  - 6) THE ASSUMED PROPERTY LINE IS SHOWN AS A DOTTED LINE. THIS LINE IS BASED ON RECORD PLANS AND FIELD SURVEY.
  - 7) THE ASSUMED PROPERTY LINE IS SHOWN AS A DOTTED LINE. THIS LINE IS BASED ON RECORD PLANS AND FIELD SURVEY.
  - 8) THE ASSUMED PROPERTY LINE IS SHOWN AS A DOTTED LINE. THIS LINE IS BASED ON RECORD PLANS AND FIELD SURVEY.
  - 9) THE ASSUMED PROPERTY LINE IS SHOWN AS A DOTTED LINE. THIS LINE IS BASED ON RECORD PLANS AND FIELD SURVEY.
  - 10) THE ASSUMED PROPERTY LINE IS SHOWN AS A DOTTED LINE. THIS LINE IS BASED ON RECORD PLANS AND FIELD SURVEY.
  - 11) THE ASSUMED PROPERTY LINE IS SHOWN AS A DOTTED LINE. THIS LINE IS BASED ON RECORD PLANS AND FIELD SURVEY.



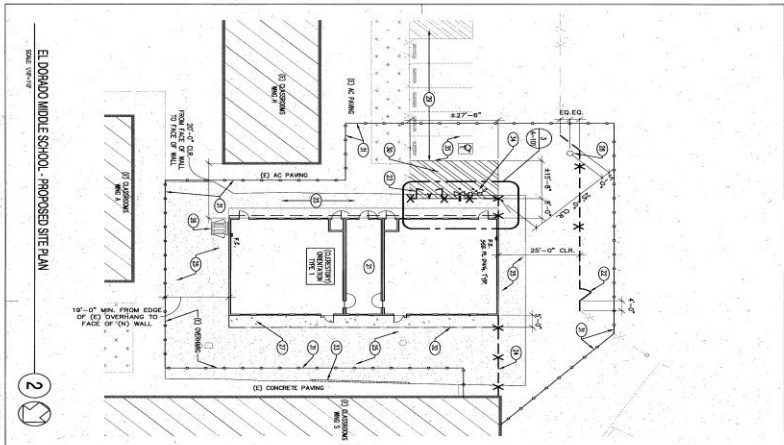
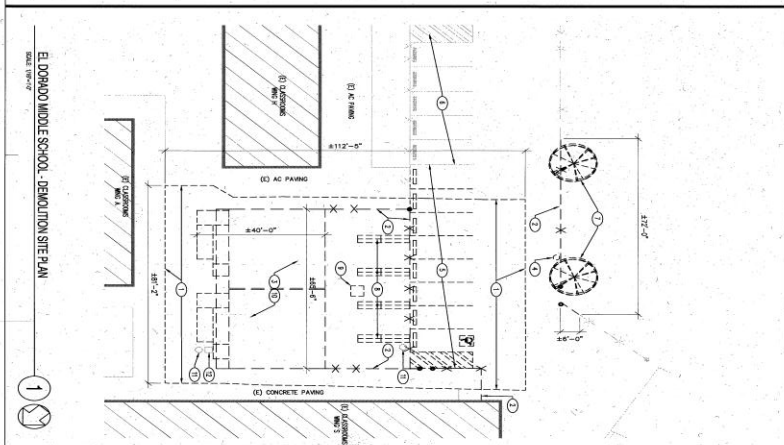
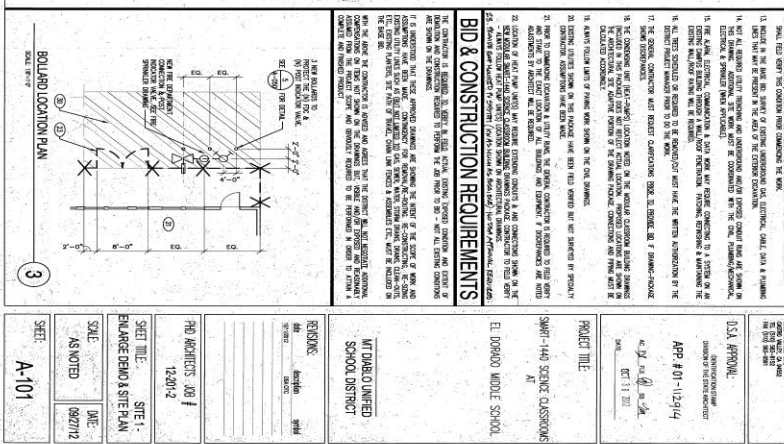
PROJECT TITLE:	SMART-900 CLASSROOMS AT YGNACIO VALLEY ELEMENTARY SCHOOL
CLIENT:	MDUSD CLUNIED SCHOOL DISTRICT
DATE:	06/29/12
SCALE:	AS NOTED
SHEET TITLE:	SITE 3 - SITE PLAN / ACCESS INFO.
PROJECT NUMBER:	APP # 01-12007
DESIGNER:	PTA ARCHITECTS
CHECKER:	
DATE:	
SCALE:	
SHEET:	A-003



**EXHIBIT "B-2"**

**DESCRIPTION OF PROJECT SITE**

Attached is the Description for a portion of the School Site and Description of the Project that is subject to this Site Lease and upon which Developer will construct the Project at:  
**El Dorado Middle School, 1750 West Street, Concord, CA 94521**

CONSTRUCTION KEYNOTES	DEMOLITION KEYNOTES	GENERAL NOTES
 <p><b>EL DORADO MIDDLE SCHOOL - PROPOSED SITE PLAN</b></p>	 <p><b>EL DORADO MIDDLE SCHOOL - DEMOLITION SITE PLAN</b></p>	 <p><b>ROLLARD LOCATION PLAN</b></p>
<p>1. SEE THE CONSTRUCTION KEYNOTES FOR THE CONSTRUCTION OF THE PROJECT.</p> <p>2. THE CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF CONCORD SPECIFICATIONS AND THE CALIFORNIA BUILDING CODE.</p> <p>3. THE CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF CONCORD SPECIFICATIONS AND THE CALIFORNIA BUILDING CODE.</p> <p>4. THE CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF CONCORD SPECIFICATIONS AND THE CALIFORNIA BUILDING CODE.</p> <p>5. THE CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF CONCORD SPECIFICATIONS AND THE CALIFORNIA BUILDING CODE.</p>	<p>1. THE EXISTING BUILDING SHALL BE DEMOLISHED IN ACCORDANCE WITH THE CITY OF CONCORD SPECIFICATIONS AND THE CALIFORNIA BUILDING CODE.</p> <p>2. THE EXISTING BUILDING SHALL BE DEMOLISHED IN ACCORDANCE WITH THE CITY OF CONCORD SPECIFICATIONS AND THE CALIFORNIA BUILDING CODE.</p> <p>3. THE EXISTING BUILDING SHALL BE DEMOLISHED IN ACCORDANCE WITH THE CITY OF CONCORD SPECIFICATIONS AND THE CALIFORNIA BUILDING CODE.</p> <p>4. THE EXISTING BUILDING SHALL BE DEMOLISHED IN ACCORDANCE WITH THE CITY OF CONCORD SPECIFICATIONS AND THE CALIFORNIA BUILDING CODE.</p> <p>5. THE EXISTING BUILDING SHALL BE DEMOLISHED IN ACCORDANCE WITH THE CITY OF CONCORD SPECIFICATIONS AND THE CALIFORNIA BUILDING CODE.</p>	<p>1. THE CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF CONCORD SPECIFICATIONS AND THE CALIFORNIA BUILDING CODE.</p> <p>2. THE CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF CONCORD SPECIFICATIONS AND THE CALIFORNIA BUILDING CODE.</p> <p>3. THE CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF CONCORD SPECIFICATIONS AND THE CALIFORNIA BUILDING CODE.</p> <p>4. THE CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF CONCORD SPECIFICATIONS AND THE CALIFORNIA BUILDING CODE.</p> <p>5. THE CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF CONCORD SPECIFICATIONS AND THE CALIFORNIA BUILDING CODE.</p>
<p><b>BID &amp; CONSTRUCTION REQUIREMENTS</b></p> <p>1. THE BIDDER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF CONCORD AND THE CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS.</p> <p>2. THE BIDDER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF CONCORD AND THE CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS.</p> <p>3. THE BIDDER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF CONCORD AND THE CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS.</p> <p>4. THE BIDDER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF CONCORD AND THE CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS.</p> <p>5. THE BIDDER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF CONCORD AND THE CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS.</p>		
<p><b>PROJECT TITLE:</b> EL DORADO MIDDLE SCHOOL</p> <p><b>PROJECT NO.:</b> 140 SCIENCE CLASSROOMS</p> <p><b>DATE:</b> 08/27/12</p> <p><b>SCALE:</b> AS NOTED</p> <p><b>DATE:</b> 08/27/12</p> <p><b>SCALE:</b> AS NOTED</p> <p><b>DATE:</b> 08/27/12</p> <p><b>SCALE:</b> AS NOTED</p> <p><b>DATE:</b> 08/27/12</p>		









**EXHIBIT "B-6"**

**DESCRIPTION OF PROJECT SITE**

Attached is the Description for a portion of the School Site and Description of the Project that is subject to this Site Lease and upon which Developer will construct the Project at:  
 Hidden Valley Elementary School, 500 Glacier Drive, Martinez, CA 94553

INDUSD RFP# 1620, 1621, 1624& 1625

ATTACHMENT D

CONSTRUCTION KEYNOTES	DEMOLITION KEYNOTES	GENERAL NOTES									
<ul style="list-style-type: none"> <li>1. NEW 2-COASTERS BLDG - SEE THE DRAWING FOR EXACT DIMENSIONS.</li> <li>2. NEW 12'x12'x12' CONCRETE PAVEMENT - LOCATED NORTH SIDE OF BLDG - SEE DRAWING.</li> <li>3. NEW 12'x12'x12' CONCRETE PAVEMENT - LOCATED SOUTH SIDE OF BLDG - SEE DRAWING.</li> <li>4. NEW 12'x12'x12' CONCRETE PAVEMENT - LOCATED EAST SIDE OF BLDG - SEE DRAWING.</li> <li>5. NEW 12'x12'x12' CONCRETE PAVEMENT - LOCATED WEST SIDE OF BLDG - SEE DRAWING.</li> <li>6. NEW 12'x12'x12' CONCRETE PAVEMENT - LOCATED NORTH SIDE OF BLDG - SEE DRAWING.</li> <li>7. NEW 12'x12'x12' CONCRETE PAVEMENT - LOCATED SOUTH SIDE OF BLDG - SEE DRAWING.</li> <li>8. NEW 12'x12'x12' CONCRETE PAVEMENT - LOCATED EAST SIDE OF BLDG - SEE DRAWING.</li> <li>9. NEW 12'x12'x12' CONCRETE PAVEMENT - LOCATED WEST SIDE OF BLDG - SEE DRAWING.</li> <li>10. NEW 12'x12'x12' CONCRETE PAVEMENT - LOCATED NORTH SIDE OF BLDG - SEE DRAWING.</li> <li>11. NEW 12'x12'x12' CONCRETE PAVEMENT - LOCATED SOUTH SIDE OF BLDG - SEE DRAWING.</li> <li>12. NEW 12'x12'x12' CONCRETE PAVEMENT - LOCATED EAST SIDE OF BLDG - SEE DRAWING.</li> <li>13. NEW 12'x12'x12' CONCRETE PAVEMENT - LOCATED WEST SIDE OF BLDG - SEE DRAWING.</li> <li>14. NEW 12'x12'x12' CONCRETE PAVEMENT - LOCATED NORTH SIDE OF BLDG - SEE DRAWING.</li> <li>15. NEW 12'x12'x12' CONCRETE PAVEMENT - LOCATED SOUTH SIDE OF BLDG - SEE DRAWING.</li> <li>16. NEW 12'x12'x12' CONCRETE PAVEMENT - LOCATED EAST SIDE OF BLDG - SEE DRAWING.</li> <li>17. NEW 12'x12'x12' CONCRETE PAVEMENT - LOCATED WEST SIDE OF BLDG - SEE DRAWING.</li> <li>18. NEW 12'x12'x12' CONCRETE PAVEMENT - LOCATED NORTH SIDE OF BLDG - SEE DRAWING.</li> <li>19. NEW 12'x12'x12' CONCRETE PAVEMENT - LOCATED SOUTH SIDE OF BLDG - SEE DRAWING.</li> <li>20. NEW 12'x12'x12' CONCRETE PAVEMENT - LOCATED EAST SIDE OF BLDG - SEE DRAWING.</li> <li>21. NEW 12'x12'x12' CONCRETE PAVEMENT - LOCATED WEST SIDE OF BLDG - SEE DRAWING.</li> <li>22. NEW 12'x12'x12' CONCRETE PAVEMENT - LOCATED NORTH SIDE OF BLDG - SEE DRAWING.</li> <li>23. NEW 12'x12'x12' CONCRETE PAVEMENT - LOCATED SOUTH SIDE OF BLDG - SEE DRAWING.</li> <li>24. NEW 12'x12'x12' CONCRETE PAVEMENT - LOCATED EAST SIDE OF BLDG - SEE DRAWING.</li> <li>25. NEW 12'x12'x12' CONCRETE PAVEMENT - LOCATED WEST SIDE OF BLDG - SEE DRAWING.</li> </ul>	<ul style="list-style-type: none"> <li>1. DEMOLITION OF EXISTING BLDG - SEE THE DRAWING FOR EXACT DIMENSIONS.</li> <li>2. DEMOLITION OF EXISTING BLDG - SEE THE DRAWING FOR EXACT DIMENSIONS.</li> <li>3. DEMOLITION OF EXISTING BLDG - SEE THE DRAWING FOR EXACT DIMENSIONS.</li> <li>4. DEMOLITION OF EXISTING BLDG - SEE THE DRAWING FOR EXACT DIMENSIONS.</li> <li>5. DEMOLITION OF EXISTING BLDG - SEE THE DRAWING FOR EXACT DIMENSIONS.</li> <li>6. DEMOLITION OF EXISTING BLDG - SEE THE DRAWING FOR EXACT DIMENSIONS.</li> <li>7. DEMOLITION OF EXISTING BLDG - SEE THE DRAWING FOR EXACT DIMENSIONS.</li> <li>8. DEMOLITION OF EXISTING BLDG - SEE THE DRAWING FOR EXACT DIMENSIONS.</li> <li>9. DEMOLITION OF EXISTING BLDG - SEE THE DRAWING FOR EXACT DIMENSIONS.</li> <li>10. DEMOLITION OF EXISTING BLDG - SEE THE DRAWING FOR EXACT DIMENSIONS.</li> <li>11. DEMOLITION OF EXISTING BLDG - SEE THE DRAWING FOR EXACT DIMENSIONS.</li> <li>12. DEMOLITION OF EXISTING BLDG - SEE THE DRAWING FOR EXACT DIMENSIONS.</li> <li>13. DEMOLITION OF EXISTING BLDG - SEE THE DRAWING FOR EXACT DIMENSIONS.</li> <li>14. DEMOLITION OF EXISTING BLDG - SEE THE DRAWING FOR EXACT DIMENSIONS.</li> <li>15. DEMOLITION OF EXISTING BLDG - SEE THE DRAWING FOR EXACT DIMENSIONS.</li> <li>16. DEMOLITION OF EXISTING BLDG - SEE THE DRAWING FOR EXACT DIMENSIONS.</li> <li>17. DEMOLITION OF EXISTING BLDG - SEE THE DRAWING FOR EXACT DIMENSIONS.</li> <li>18. DEMOLITION OF EXISTING BLDG - SEE THE DRAWING FOR EXACT DIMENSIONS.</li> <li>19. DEMOLITION OF EXISTING BLDG - SEE THE DRAWING FOR EXACT DIMENSIONS.</li> <li>20. 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		<p><b>BID &amp; CONSTRUCTION REQUIREMENTS</b></p> <p>THE CONTRACTOR IS RESPONSIBLE TO VERIFY THE EXISTING UTILITIES AND STRUCTURES AND TO PROVIDE THE NECESSARY PROTECTION AND SUPPORT FOR ALL UTILITIES AND STRUCTURES TO REMAIN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND SUPPORT OF ALL UTILITIES AND STRUCTURES TO REMAIN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND SUPPORT OF ALL UTILITIES AND STRUCTURES TO REMAIN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND SUPPORT OF ALL UTILITIES AND STRUCTURES TO REMAIN.</p>									
<table border="1"> <tr> <td> </td> <td> <p>PROJECT TITLE                  SMART-960 CLASSROOMS                  AT                  HIDDEN VALLEY ELEMENTARY SCHOOL</p> </td> <td> <p>DATE: 10/11/12</p> </td> </tr> <tr> <td> <p>SCALE: AS NOTED</p> </td> <td> <p>APP: 4.01 P-11-414</p> </td> <td> <p>DATE: 08/29/12</p> </td> </tr> <tr> <td> <p>SHEET: A-101</p> </td> <td> <p>CONTRACTOR: TABER CONSTRUCTION, INC.</p> </td> <td> <p>DATE: 08/29/12</p> </td> </tr> </table>				<p>PROJECT TITLE                  SMART-960 CLASSROOMS                  AT                  HIDDEN VALLEY ELEMENTARY SCHOOL</p>	<p>DATE: 10/11/12</p>	<p>SCALE: AS NOTED</p>	<p>APP: 4.01 P-11-414</p>	<p>DATE: 08/29/12</p>	<p>SHEET: A-101</p>	<p>CONTRACTOR: TABER CONSTRUCTION, INC.</p>	<p>DATE: 08/29/12</p>
	<p>PROJECT TITLE                  SMART-960 CLASSROOMS                  AT                  HIDDEN VALLEY ELEMENTARY SCHOOL</p>	<p>DATE: 10/11/12</p>									
<p>SCALE: AS NOTED</p>	<p>APP: 4.01 P-11-414</p>	<p>DATE: 08/29/12</p>									
<p>SHEET: A-101</p>	<p>CONTRACTOR: TABER CONSTRUCTION, INC.</p>	<p>DATE: 08/29/12</p>									

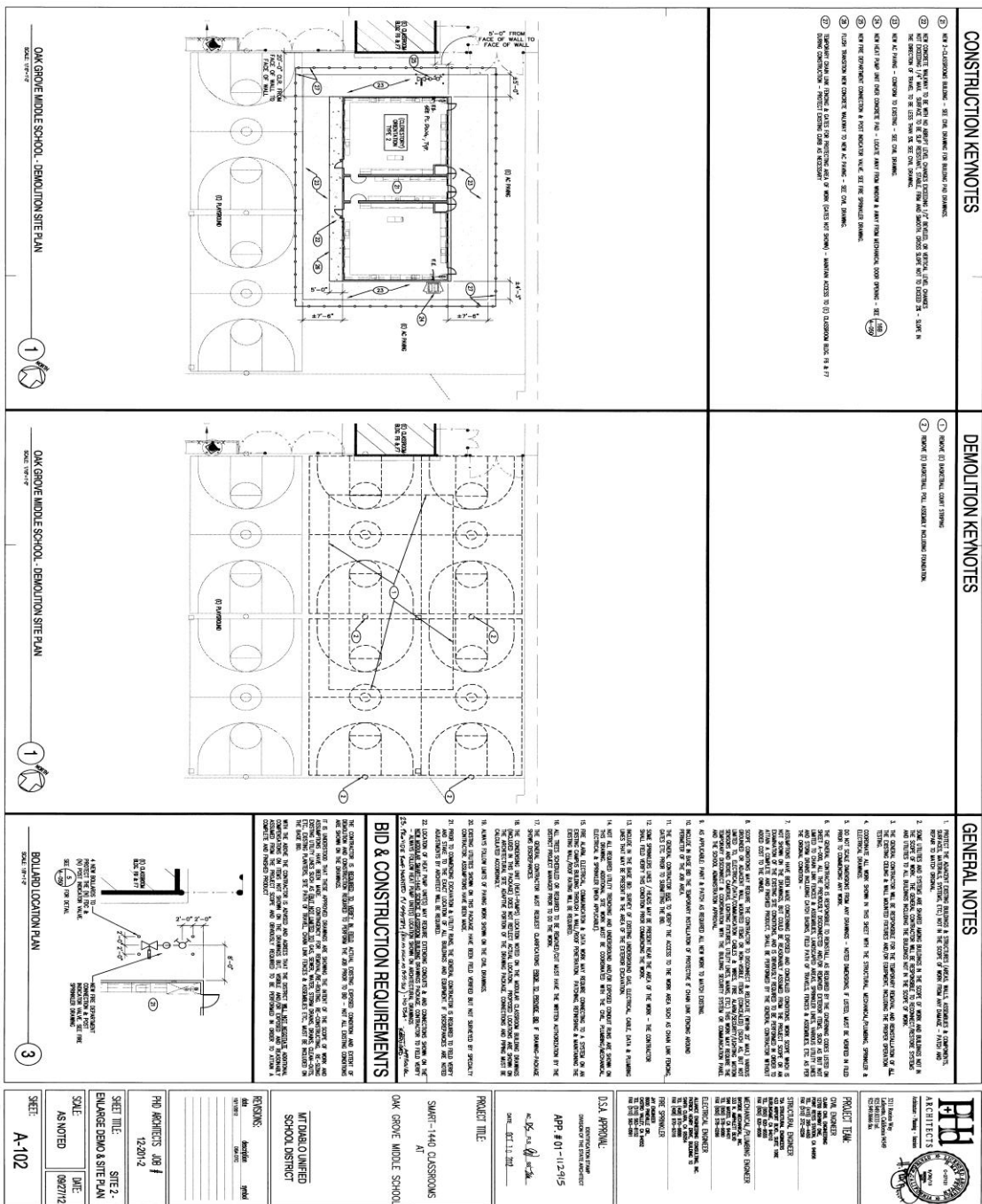




**EXHIBIT "B-8"**

**DESCRIPTION OF PROJECT SITE**

Attached is the Description for a portion of the School Site and Description of the Project that is subject to this Site Lease and upon which Developer will construct the Project at:  
Oak Grove Middle School, 2050 Minert Road, Concord, CA 94518



**EXHIBIT "B-9"**

**DESCRIPTION OF PROJECT SITE**

Attached is the Description for a portion of the School Site and Description of the Project that is subject to this Site Lease and upon which Developer will construct the Project at:  
**Olympic High School, 2730 Salvio Street, Concord, CA 94519**

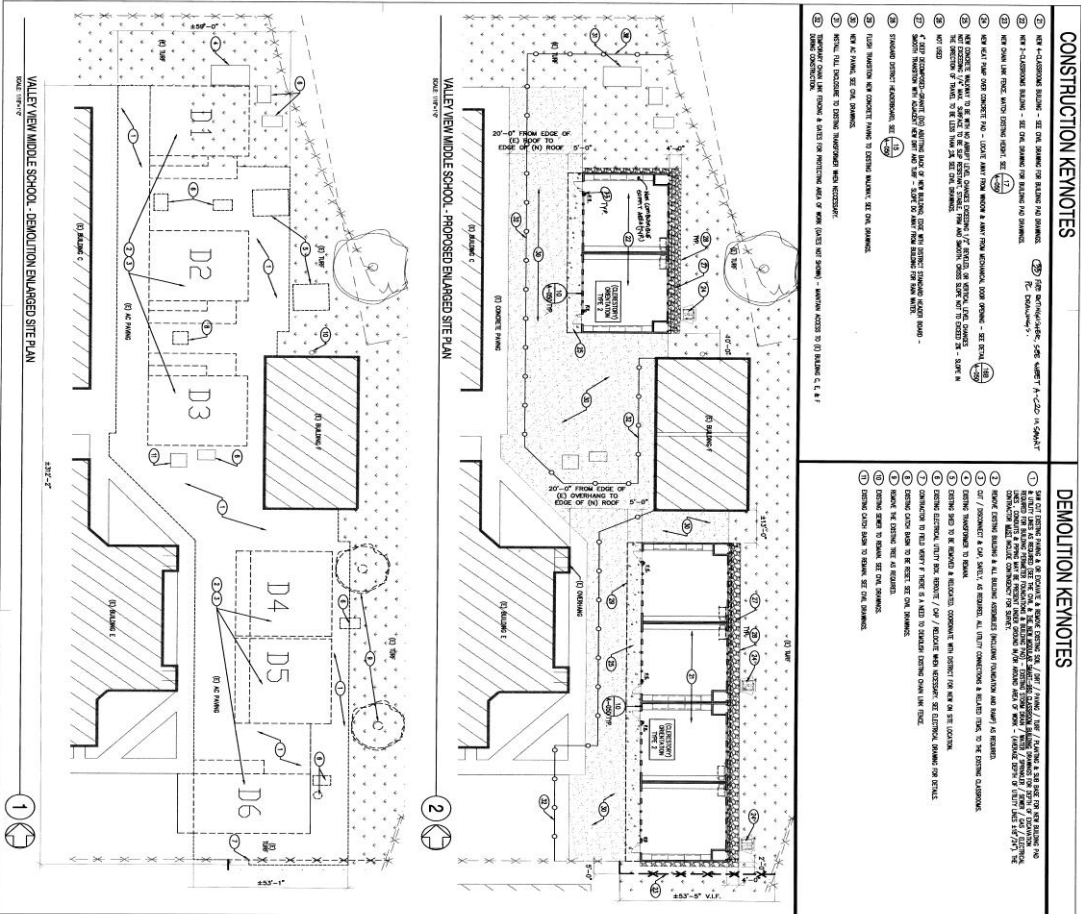
CONSTRUCTION KEYNOTES	DEMOLITION KEYNOTES	GENERAL NOTES
<p>OLYMPIC HIGH SCHOOL - ENLARGED SITE PLAN FOR BUILDING 800</p>	<p>OLYMPIC HIGH SCHOOL - DEMOLITION ENLARGED SITE PLAN FOR BUILDING 800</p>	<p>1. VERIFY THE EXISTING RECORD DRAWINGS &amp; SURVEY DATA, UTILITIES &amp; EGRESS ROUTES. VERIFY THE EXISTING RECORD DRAWINGS &amp; SURVEY DATA, UTILITIES &amp; EGRESS ROUTES. VERIFY THE EXISTING RECORD DRAWINGS &amp; SURVEY DATA, UTILITIES &amp; EGRESS ROUTES.</p> <p>2. VERIFY THE EXISTING RECORD DRAWINGS &amp; SURVEY DATA, UTILITIES &amp; EGRESS ROUTES. VERIFY THE EXISTING RECORD DRAWINGS &amp; SURVEY DATA, UTILITIES &amp; EGRESS ROUTES.</p> <p>3. VERIFY THE EXISTING RECORD DRAWINGS &amp; SURVEY DATA, UTILITIES &amp; EGRESS ROUTES. VERIFY THE EXISTING RECORD DRAWINGS &amp; SURVEY DATA, UTILITIES &amp; EGRESS ROUTES.</p> <p>4. VERIFY THE EXISTING RECORD DRAWINGS &amp; SURVEY DATA, UTILITIES &amp; EGRESS ROUTES. VERIFY THE EXISTING RECORD DRAWINGS &amp; SURVEY DATA, UTILITIES &amp; EGRESS ROUTES.</p> <p>5. VERIFY THE EXISTING RECORD DRAWINGS &amp; SURVEY DATA, UTILITIES &amp; EGRESS ROUTES. VERIFY THE EXISTING RECORD DRAWINGS &amp; SURVEY DATA, UTILITIES &amp; EGRESS ROUTES.</p> <p>6. VERIFY THE EXISTING RECORD DRAWINGS &amp; SURVEY DATA, UTILITIES &amp; EGRESS ROUTES. VERIFY THE EXISTING RECORD DRAWINGS &amp; SURVEY DATA, UTILITIES &amp; EGRESS ROUTES.</p> <p>7. VERIFY THE EXISTING RECORD DRAWINGS &amp; SURVEY DATA, UTILITIES &amp; EGRESS ROUTES. VERIFY THE EXISTING RECORD DRAWINGS &amp; SURVEY DATA, UTILITIES &amp; EGRESS ROUTES.</p> <p>8. VERIFY THE EXISTING RECORD DRAWINGS &amp; SURVEY DATA, UTILITIES &amp; EGRESS ROUTES. VERIFY THE EXISTING RECORD DRAWINGS &amp; SURVEY DATA, UTILITIES &amp; EGRESS ROUTES.</p> <p>9. VERIFY THE EXISTING RECORD DRAWINGS &amp; SURVEY DATA, UTILITIES &amp; EGRESS ROUTES. VERIFY THE EXISTING RECORD DRAWINGS &amp; SURVEY DATA, UTILITIES &amp; EGRESS ROUTES.</p> <p>10. VERIFY THE EXISTING RECORD DRAWINGS &amp; SURVEY DATA, UTILITIES &amp; EGRESS ROUTES. VERIFY THE EXISTING RECORD DRAWINGS &amp; SURVEY DATA, UTILITIES &amp; EGRESS ROUTES.</p>
<p>OLYMPIC HIGH SCHOOL - ENLARGED SITE PLAN FOR BUILDING 1900</p>	<p>OLYMPIC HIGH SCHOOL - DEMOLITION ENLARGED SITE PLAN FOR BUILDING 1900</p>	<p>1. VERIFY THE EXISTING RECORD DRAWINGS &amp; SURVEY DATA, UTILITIES &amp; EGRESS ROUTES. VERIFY THE EXISTING RECORD DRAWINGS &amp; SURVEY DATA, UTILITIES &amp; EGRESS ROUTES.</p> <p>2. VERIFY THE EXISTING RECORD DRAWINGS &amp; SURVEY DATA, UTILITIES &amp; EGRESS ROUTES. VERIFY THE EXISTING RECORD DRAWINGS &amp; SURVEY DATA, UTILITIES &amp; EGRESS ROUTES.</p> <p>3. VERIFY THE EXISTING RECORD DRAWINGS &amp; SURVEY DATA, UTILITIES &amp; EGRESS ROUTES. VERIFY THE EXISTING RECORD DRAWINGS &amp; SURVEY DATA, UTILITIES &amp; EGRESS ROUTES.</p> <p>4. VERIFY THE EXISTING RECORD DRAWINGS &amp; SURVEY DATA, UTILITIES &amp; EGRESS ROUTES. VERIFY THE EXISTING RECORD DRAWINGS &amp; SURVEY DATA, UTILITIES &amp; EGRESS ROUTES.</p> <p>5. VERIFY THE EXISTING RECORD DRAWINGS &amp; SURVEY DATA, UTILITIES &amp; EGRESS ROUTES. VERIFY THE EXISTING RECORD DRAWINGS &amp; SURVEY DATA, UTILITIES &amp; EGRESS ROUTES.</p> <p>6. VERIFY THE EXISTING RECORD DRAWINGS &amp; SURVEY DATA, UTILITIES &amp; EGRESS ROUTES. VERIFY THE EXISTING RECORD DRAWINGS &amp; SURVEY DATA, UTILITIES &amp; EGRESS ROUTES.</p> <p>7. VERIFY THE EXISTING RECORD DRAWINGS &amp; SURVEY DATA, UTILITIES &amp; EGRESS ROUTES. VERIFY THE EXISTING RECORD DRAWINGS &amp; SURVEY DATA, UTILITIES &amp; EGRESS ROUTES.</p> <p>8. VERIFY THE EXISTING RECORD DRAWINGS &amp; SURVEY DATA, UTILITIES &amp; EGRESS ROUTES. VERIFY THE EXISTING RECORD DRAWINGS &amp; SURVEY DATA, UTILITIES &amp; EGRESS ROUTES.</p> <p>9. VERIFY THE EXISTING RECORD DRAWINGS &amp; SURVEY DATA, UTILITIES &amp; EGRESS ROUTES. VERIFY THE EXISTING RECORD DRAWINGS &amp; SURVEY DATA, UTILITIES &amp; EGRESS ROUTES.</p> <p>10. VERIFY THE EXISTING RECORD DRAWINGS &amp; SURVEY DATA, UTILITIES &amp; EGRESS ROUTES. VERIFY THE EXISTING RECORD DRAWINGS &amp; SURVEY DATA, UTILITIES &amp; EGRESS ROUTES.</p>
<p><b>BID &amp; CONSTRUCTION REQUIREMENTS</b></p> <p>THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS, APPROVALS, AND NOTICES FROM ALL APPLICABLE AGENCIES AND AUTHORITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS, APPROVALS, AND NOTICES FROM ALL APPLICABLE AGENCIES AND AUTHORITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS, APPROVALS, AND NOTICES FROM ALL APPLICABLE AGENCIES AND AUTHORITIES.</p> <p>THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS, APPROVALS, AND NOTICES FROM ALL APPLICABLE AGENCIES AND AUTHORITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS, APPROVALS, AND NOTICES FROM ALL APPLICABLE AGENCIES AND AUTHORITIES.</p> <p>THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS, APPROVALS, AND NOTICES FROM ALL APPLICABLE AGENCIES AND AUTHORITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS, APPROVALS, AND NOTICES FROM ALL APPLICABLE AGENCIES AND AUTHORITIES.</p>		
<p><b>PROJECT TITLE:</b> SMART - 960 CLASSROOMS AT OLYMPIC HIGH SCHOOL</p> <p><b>CONTRACTOR:</b> TABER CONSTRUCTION, INC.</p> <p><b>DATE:</b> 12/20/14</p> <p><b>SCALE:</b> AS NOTED</p> <p><b>SHEET:</b> A-102</p>		



**EXHIBIT "B-10.1"**

**DESCRIPTION OF PROJECT SITE**

Attached is the Description for a portion of the School Site and Description of the Project that is subject to this Site Lease and upon which Developer will construct the Project at:  
**Valley View Middle School, 181 Viking Drive, Pleasant Hill, CA 94523**



MDUSD RFP-RFP 1620, 1621, 1624& 1625 ATTACHMENT D

CONSTRUCTION KEYNOTES	DEMOLITION KEYNOTES
<ul style="list-style-type: none"> <li>(1) EXISTING CONSTRUCTION - SEE THE DRAWINGS FOR EXISTING CONSTRUCTION</li> <li>(2) NEW CONSTRUCTION - SEE THE DRAWINGS FOR NEW CONSTRUCTION</li> <li>(3) EXISTING CONSTRUCTION - SEE THE DRAWINGS FOR EXISTING CONSTRUCTION</li> <li>(4) EXISTING CONSTRUCTION - SEE THE DRAWINGS FOR EXISTING CONSTRUCTION</li> <li>(5) EXISTING CONSTRUCTION - SEE THE DRAWINGS FOR EXISTING CONSTRUCTION</li> <li>(6) EXISTING CONSTRUCTION - SEE THE DRAWINGS FOR EXISTING CONSTRUCTION</li> <li>(7) EXISTING CONSTRUCTION - SEE THE DRAWINGS FOR EXISTING CONSTRUCTION</li> <li>(8) EXISTING CONSTRUCTION - SEE THE DRAWINGS FOR EXISTING CONSTRUCTION</li> <li>(9) EXISTING CONSTRUCTION - SEE THE DRAWINGS FOR EXISTING CONSTRUCTION</li> <li>(10) EXISTING CONSTRUCTION - SEE THE DRAWINGS FOR EXISTING CONSTRUCTION</li> <li>(11) EXISTING CONSTRUCTION - SEE THE DRAWINGS FOR EXISTING CONSTRUCTION</li> <li>(12) EXISTING CONSTRUCTION - SEE THE DRAWINGS FOR EXISTING CONSTRUCTION</li> <li>(13) EXISTING CONSTRUCTION - SEE THE DRAWINGS FOR EXISTING CONSTRUCTION</li> <li>(14) EXISTING CONSTRUCTION - SEE THE DRAWINGS FOR EXISTING CONSTRUCTION</li> <li>(15) EXISTING CONSTRUCTION - SEE THE DRAWINGS FOR EXISTING CONSTRUCTION</li> <li>(16) EXISTING CONSTRUCTION - SEE THE DRAWINGS FOR EXISTING CONSTRUCTION</li> <li>(17) EXISTING CONSTRUCTION - SEE THE DRAWINGS FOR EXISTING CONSTRUCTION</li> <li>(18) EXISTING CONSTRUCTION - SEE THE DRAWINGS FOR EXISTING CONSTRUCTION</li> <li>(19) EXISTING CONSTRUCTION - SEE THE DRAWINGS FOR EXISTING CONSTRUCTION</li> </ul>	<ul style="list-style-type: none"> <li>(1) EXISTING CONSTRUCTION - SEE THE DRAWINGS FOR EXISTING CONSTRUCTION</li> <li>(2) EXISTING CONSTRUCTION - SEE THE DRAWINGS FOR EXISTING CONSTRUCTION</li> <li>(3) EXISTING CONSTRUCTION - SEE THE DRAWINGS FOR EXISTING CONSTRUCTION</li> <li>(4) EXISTING CONSTRUCTION - SEE THE DRAWINGS FOR EXISTING CONSTRUCTION</li> <li>(5) EXISTING CONSTRUCTION - SEE THE DRAWINGS FOR EXISTING CONSTRUCTION</li> <li>(6) EXISTING CONSTRUCTION - SEE THE DRAWINGS FOR EXISTING CONSTRUCTION</li> <li>(7) EXISTING CONSTRUCTION - SEE THE DRAWINGS FOR EXISTING CONSTRUCTION</li> <li>(8) EXISTING CONSTRUCTION - SEE THE DRAWINGS FOR EXISTING CONSTRUCTION</li> <li>(9) EXISTING CONSTRUCTION - SEE THE DRAWINGS FOR EXISTING CONSTRUCTION</li> <li>(10) EXISTING CONSTRUCTION - SEE THE DRAWINGS FOR EXISTING CONSTRUCTION</li> <li>(11) EXISTING CONSTRUCTION - SEE THE DRAWINGS FOR EXISTING CONSTRUCTION</li> <li>(12) EXISTING CONSTRUCTION - SEE THE DRAWINGS FOR EXISTING CONSTRUCTION</li> <li>(13) EXISTING CONSTRUCTION - SEE THE DRAWINGS FOR EXISTING CONSTRUCTION</li> <li>(14) EXISTING CONSTRUCTION - SEE THE DRAWINGS FOR EXISTING CONSTRUCTION</li> <li>(15) EXISTING CONSTRUCTION - SEE THE DRAWINGS FOR EXISTING CONSTRUCTION</li> <li>(16) EXISTING CONSTRUCTION - SEE THE DRAWINGS FOR EXISTING CONSTRUCTION</li> <li>(17) EXISTING CONSTRUCTION - SEE THE DRAWINGS FOR EXISTING CONSTRUCTION</li> <li>(18) EXISTING CONSTRUCTION - SEE THE DRAWINGS FOR EXISTING CONSTRUCTION</li> <li>(19) EXISTING CONSTRUCTION - SEE THE DRAWINGS FOR EXISTING CONSTRUCTION</li> </ul>

GENERAL NOTES
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BID & CONSTRUCTION REQUIREMENTS
<ol style="list-style-type: none"> <li>1. EXISTING CONSTRUCTION - SEE THE DRAWINGS FOR EXISTING CONSTRUCTION</li> <li>2. EXISTING CONSTRUCTION - SEE THE DRAWINGS FOR EXISTING CONSTRUCTION</li> <li>3. EXISTING CONSTRUCTION - SEE THE DRAWINGS FOR EXISTING CONSTRUCTION</li> <li>4. EXISTING CONSTRUCTION - SEE THE DRAWINGS FOR EXISTING CONSTRUCTION</li> <li>5. EXISTING CONSTRUCTION - SEE THE DRAWINGS FOR EXISTING CONSTRUCTION</li> <li>6. EXISTING CONSTRUCTION - SEE THE DRAWINGS FOR EXISTING CONSTRUCTION</li> <li>7. EXISTING CONSTRUCTION - SEE THE DRAWINGS FOR EXISTING CONSTRUCTION</li> <li>8. EXISTING CONSTRUCTION - SEE THE DRAWINGS FOR EXISTING CONSTRUCTION</li> <li>9. EXISTING CONSTRUCTION - SEE THE DRAWINGS FOR EXISTING CONSTRUCTION</li> <li>10. EXISTING CONSTRUCTION - SEE THE DRAWINGS FOR EXISTING CONSTRUCTION</li> <li>11. EXISTING CONSTRUCTION - SEE THE DRAWINGS FOR EXISTING CONSTRUCTION</li> <li>12. EXISTING CONSTRUCTION - SEE THE DRAWINGS FOR EXISTING CONSTRUCTION</li> <li>13. EXISTING CONSTRUCTION - SEE THE DRAWINGS FOR EXISTING CONSTRUCTION</li> <li>14. EXISTING CONSTRUCTION - SEE THE DRAWINGS FOR EXISTING CONSTRUCTION</li> <li>15. EXISTING CONSTRUCTION - SEE THE DRAWINGS FOR EXISTING CONSTRUCTION</li> <li>16. EXISTING CONSTRUCTION - SEE THE DRAWINGS FOR EXISTING CONSTRUCTION</li> <li>17. EXISTING CONSTRUCTION - SEE THE DRAWINGS FOR EXISTING CONSTRUCTION</li> <li>18. EXISTING CONSTRUCTION - SEE THE DRAWINGS FOR EXISTING CONSTRUCTION</li> <li>19. EXISTING CONSTRUCTION - SEE THE DRAWINGS FOR EXISTING CONSTRUCTION</li> </ol>

<p><b>PROJ ARCHITECTS JOB #</b> 12801-1</p> <p><b>SCALE:</b> AS NOTED</p> <p><b>DATE:</b> 08/29/12</p> <p><b>SHEET:</b> A-103</p>	<p><b>PROJECT TITLE:</b> SITE 3 - ENLARGE DEMO &amp; SITE PLAN</p>	<p><b>CLIENT:</b> VALLEY VIEW MIDDLE SCHOOL AT SMART-980 CLASSROOMS</p> <p><b>DATE:</b> 8.20.12</p> <p><b>APP #:</b> 4.01 5-114948</p>
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**EXHIBIT C**

**EXHIBIT D**

**GENERAL CONSTRUCTION PROVISIONS**





**EXHIBIT E**

**MEMORANDUM OF COMMENCEMENT DATE**

This MEMORANDUM OF COMMENCEMENT DATE is dated December 21, 2012, and is made by and between Taber Construction, Inc. (“Developer”), as Lessor, and the Mt. Diablo Unified School District (“District”), as Lessee.

1. Developer and District have previously entered into a Master Facilities Lease dated as of December 21, 2012, (the “Lease”) for the leasing by Developer to District of the Project Sites and Project at the following locations:

- 663 Canal Road, Bay Point, CA 94565 (Bel Air Elementary School)
- 1750 West Street, Concord, CA 94521 (El Dorado Middle School)
- 2775 Cedro Lane, Walnut Creek, CA 94598 (Foothill Middle School)
- 235 Pacifica Avenue, Bay Point, CA 94565 (Riverview Middle School/Gateway Necessary Small High School)
- 500 Glacier Drive, Martinez, CA 94553 (Hidden Valley Elementary School)
- 5880 Mt. Zion Drive, Clayton, CA 94517 (Mt. Diablo Elementary School)
- 2050 Minert Road, Concord, CA 94518 (Oak Grove Middle School)
- 2730 Salvio Street, Concord, CA 94519 (Olympic High School)
- 181 Viking Drive, Pleasant Hill, CA 94523 (Valley View Middle School)
- 2217 Chalomar Road, Concord, CA 94518 (Ygnacio Valley Elementary School)

2. District hereby confirms the following:

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

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

C. That the term of the Master Facilities Lease commenced on \_\_\_\_\_, 20\_\_\_\_, and will expire at 11:59 P.M. on September 13, 2013.

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

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

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

**Mt. Diablo Unified School District**

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

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

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

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

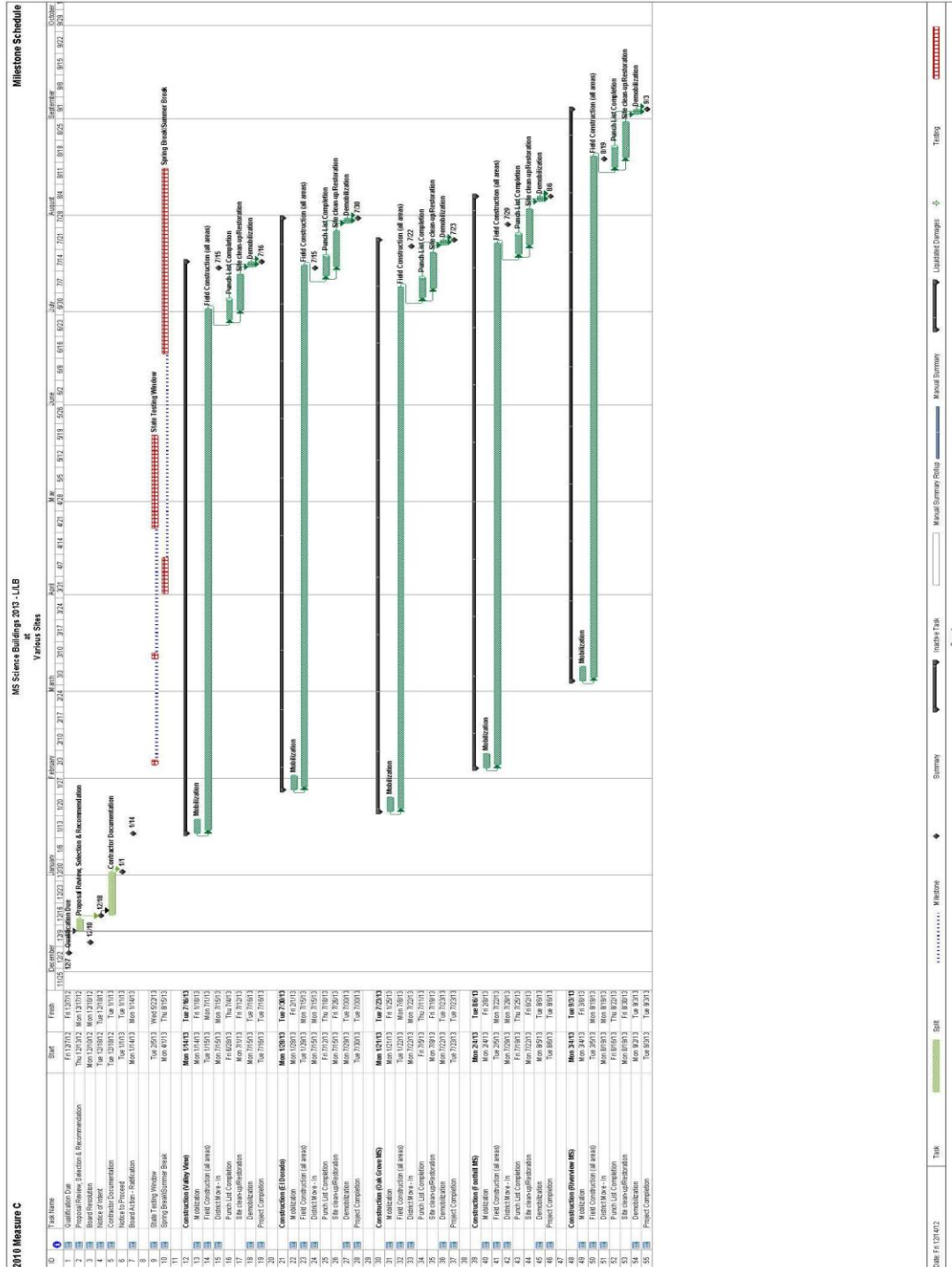
Print Title: Superintendent

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

**EXHIBITS F-1 THROUGH F-2**

**CONSTRUCTION SCHEDULES**

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





**EXHIBIT G-1**

**SCHEDULES OF VALUES**

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

	Classroom Building Package (Incl CIDH Piles at VVES)							
	Gateway	Olympic	Bel Air	Ygnacio Valley	Hidden Valley	El Dorado	Valley View	Mt Diablo Elem.
General Conditions	23,967.50	71,902.50	119,837.50	47,935.00	47,935.00	95,870.00	143,805.00	23,967.50
Temporary Facilities	7,200.00	5,400.00	9,600.00	13,800.00	7,800.00	8,400.00	10,200.00	6,700.00
Final Building and Site Clean Up	1,000.00	1,000.00	2,500.00	1,000.00	1,000.00	2,500.00	2,800.00	1,000.00
Erosion Control	400.00	500.00	650.00	300.00	600.00	600.00	800.00	400.00
Survey	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00
Offhaul Footing Spoils	500.00	1,500.00	2,500.00	1,000.00	1,000.00	2,000.00	3,000.00	500.00
Utilities	26,750.00	20,876.00	45,200.00	25,400.00	18,900.00	38,400.00	44,100.00	10,000.00
Building Demolition			55,000.00		24,000.00			
Relocate Site Features	600.00	600.00	500.00	500.00		1,500.00	1,500.00	
Pavement Markings and Signs				1,050.00				
Pavement Joint Sealants	500.00	750.00	1,250.00	500.00	500.00	1,000.00	1,500.00	500.00
Patch Paving	1,500.00	2,260.00	1,600.00	6,250.00	1,300.00	1,500.00		
Downspouts	1,200.00	2,400.00	1,200.00	2,400.00	1,200.00	1,200.00	2,400.00	1,200.00
Windows and Glazing	13,100.00	38,500.00	64,250.00	25,700.00	25,700.00	51,400.00	77,100.00	14,755.00
Doors, Frames, and Hardware	10,523.00	31,269.00	52,114.00	20,846.00	20,846.00	41,691.00	62,537.00	19,243.00
Fire Extinguishers and Cabinets	250.00	750.00	1,250.00	500.00	500.00	1,000.00	1,500.00	250.00
Signage	200.00	600.00	1,000.00	400.00	400.00	800.00	1,200.00	900.00
Toilet Accessories								2,000.00
Tackwall	2,800.00	8,400.00	14,000.00	5,600.00	5,600.00	11,200.00	16,800.00	7,800.00
Landscape Repair			4,800.00	2,600.00			3,000.00	1,500.00
Earthwork, Grading and Paving	20,543.00	63,185.00	75,708.00	31,957.00	26,411.00	81,179.00	84,459.00	31,502.00
Chain Link Fencing and Gates	5,100.00	5,100.00	16,963.00	10,700.00	7,249.00	15,000.00	21,374.00	3,150.00
Concrete and Reinforcing Steel	45,522.00	109,783.00	137,322.00	86,482.00	76,433.00	110,605.00	174,510.00	48,909.00
Cast in Drilled Hole Piles							526,000.00	
Structural Steel	5,476.00	16,428.00	27,380.00	10,952.00	10,952.00	21,904.00	32,856.00	8,000.00
Casework and Marker Boards	17,380.00	46,690.00	74,930.00	31,880.00	31,880.00	60,880.00	89,650.00	25,050.00
Insulation and Vapor Barrier	5,269.00	13,517.00	25,610.00	10,538.00	10,538.00	20,556.00	30,804.00	8,094.00
Metal Roofing	11,042.00	33,126.00	55,210.00	28,084.00	22,084.00	44,168.00	66,252.00	14,955.00
Cement Plaster	20,419.00	51,573.00	65,604.00	40,838.00	31,154.00	54,360.00	85,514.00	26,449.00
Drywall, Framing, and Plywood	54,710.00	164,130.00	273,551.00	109,420.00	109,420.00	218,840.00	328,260.00	70,778.00
Grout Bed	1,135.00	3,405.00	5,675.00	2,270.00	2,270.00	4,540.00	6,810.00	1,702.00
Aluminum Ceiling Panels	3,100.00	9,300.00	15,500.00	6,200.00	6,200.00	12,400.00	18,600.00	4,860.00
Ceramic Tile								10,000.00
Flooring	3,891.00	11,673.00	19,455.00	7,782.00	7,782.00	15,564.00	23,346.00	6,050.00
Painting	8,974.00	9,452.00	12,177.00	9,164.00	12,223.00	12,354.00	13,608.00	7,195.00
HVAC	11,944.00	35,832.00	59,720.00	23,888.00	23,888.00	47,776.00	71,664.00	17,705.00
Plumbing	8,485.00	13,523.00	32,808.00	12,994.00	12,994.00	35,120.00	40,508.00	29,482.00
PV Equipment and Design	14,783.00	44,349.00	73,915.00	29,566.00	29,566.00	59,132.00	88,698.00	14,783.00
Electrical	112,000.00	187,227.00	286,797.00	178,537.00	176,018.00	262,260.00	379,857.00	118,863.00
Direct Cost	441,263.50	1,008,000.50	1,636,576.50	788,033.00	755,343.00	1,336,699.00	2,456,012.00	538,542.50
Bonds, Insurance, Builders Risk Ins, Fee	47,807.94	109,210.10	177,312.10	85,378.10	81,836.35	144,822.38	266,092.44	58,347.47
Stipulated Contingency (3.0%)	14,672.14	33,516.32	54,416.66	26,202.33	25,115.38	44,445.64	81,663.13	17,906.70
Total By Site	503,744.00	1,150,727.00	1,868,305.00	899,613.00	862,295.00	1,525,967.00	2,803,768.00	614,797.00
<b>Total Project \$</b>	<b>10,229,216.00</b>							

**EXHIBIT G-2**

**SCHEDULES OF VALUES**

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

	Science Building Package				
	Foothill	Oak Grove	Riverview	El Dorado	Valley View
General Conditions	115,044.00	115,044.00	115,044.00	115,044.00	115,044.00
Temporary Facilities	7,500.00	6,300.00	7,800.00	7,900.00	7,800.00
Final Building and Site Clean Up	2,500.00	2,500.00	2,500.00	2,500.00	2,500.00
Erosion Control	600.00	600.00	600.00	400.00	700.00
Survey	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00
Offhaul Footing Spoils	1,800.00	1,800.00	1,800.00	1,800.00	1,800.00
Utilities	61,600.00	57,200.00	45,600.00	35,300.00	48,000.00
Relocate Site Features	1,900.00			1,800.00	1,500.00
Pavement Markings and Signs				1,100.00	
Pipe Bollards	1,200.00	1,200.00		1,200.00	
Pavement Joint Sealants	500.00	500.00	550.00	500.00	500.00
Patch Paving	1,000.00	2,700.00	1,200.00	3,000.00	-
Downspouts	1,200.00	1,200.00	1,200.00	1,200.00	1,200.00
Windows and Glazing	32,900.00	32,900.00	32,900.00	32,900.00	32,900.00
Doors, Frames, and Hardware	33,848.00	33,848.00	33,848.00	33,848.00	33,848.00
Fire Extinguishers and Cabinets	500.00	500.00	500.00	500.00	500.00
Signage	1,100.00	1,100.00	1,100.00	1,100.00	1,100.00
Toilet Accessories	2,700.00	2,700.00	2,700.00	2,700.00	2,700.00
Access Doors	980.00	980.00	980.00	980.00	980.00
Tackwall	7,800.00	7,800.00	7,800.00	7,800.00	7,800.00
Landscape Repair	3,000.00	3,000.00	4,000.00	2,500.00	5,000.00
Earthwork, Grading and Paving	98,707.00	139,458.00	86,532.00	141,129.00	74,407.00
Chain Link Fencing and Gates	27,600.00	7,249.00	17,455.00	21,695.00	15,594.00
Concrete and Reinforcing Steel	102,744.00	89,307.00	98,730.00	92,449.00	92,543.00
Structural Steel	9,437.00	9,437.00	9,437.00	9,437.00	9,437.00
Casework and Marker Boards	97,985.00	97,985.00	97,985.00	97,985.00	97,985.00
Insulation and Vapor Barrier	14,900.00	14,900.00	14,900.00	14,900.00	14,900.00
Metal Roofing	33,019.00	33,019.00	33,019.00	33,019.00	33,019.00
Cement Plaster	44,392.00	44,392.00	44,392.00	44,392.00	44,392.00
Drywall, Framing, and Plywood	128,468.00	128,468.00	128,468.00	128,468.00	128,468.00
Grout Bed	3,405.00	3,405.00	3,405.00	3,405.00	3,405.00
Aluminum Ceiling Panels	17,560.00	17,560.00	17,560.00	17,560.00	17,560.00
Flooring	13,760.00	13,760.00	13,760.00	13,760.00	13,760.00
Painting	9,074.00	9,989.00	9,989.00	10,741.00	9,817.00
HVAC	32,713.00	32,713.00	32,713.00	32,713.00	32,713.00
Fire Sprinklers	15,400.00	15,400.00	15,400.00	15,400.00	15,400.00
Plumbing	148,992.00	148,992.00	148,992.00	148,992.00	148,992.00
PV Equipment and Design	29,566.00	29,566.00	29,566.00	29,566.00	29,566.00
Electrical	184,846.00	189,390.00	195,289.00	189,130.00	272,757.00
Direct Cost	1,291,240.00	1,297,862.00	1,258,714.00	1,299,813.00	1,319,587.00
Bonds, Insurance, Builders Risk Ins, Fee	139,897.59	140,615.04	136,373.61	140,826.03	142,968.81
Stipulated Contingency (3.0%)	42,934.13	43,154.31	41,852.63	43,219.17	43,876.67
Total By Site	1,474,072.00	1,481,631.00	1,436,940.00	1,483,858.00	1,506,432.00
<b>Total Project \$</b>	<b>7,382,933.00</b>				

EXHIBIT H

AGREEMENT FOR PRELIMINARY SERVICES

**[NOT USED]**

**EXHIBIT I**

**CERTIFICATES AND BONDS TO LEASE-LEASEBACK DOCUMENTS**  
**AND**  
**DIVISION 1 DOCUMENTS TO LEASE-LEASEBACK DOCUMENTS**



**EXHIBIT J**

**PLANS, TECHNICAL SPECIFICATIONS, AND DRAWINGS**

TECHNICAL SPECIFICATIONS

- 01-111930 DATED 8/24/11 – THE SMART CLASSROOM – GENERAL PURPOSE MODULAR CLASSROOM MODULE-C  
960 SQ.F.T
- 01-112906 dated 10/12/12 – PROJECT MANUAL AND CUT SHEETS – SMART-960 CLASSROOMS AT HIDDEN VALLEY  
ELEMENTARY SCHOOL, EL DORADO AND VALLEY VIEW MIDDLE SCHOOL
- 01-112907 dated 10/11/12 – PROJECT MANUAL & CUT SHEETS – SMART-960 CLASSROOMS AT BEL AIR  
ELEMENTARY AND YGNACIO VALLEY ELEMENTARY SCHOOL
- 01-112914 dated 10/30/12 – PROJECT MANUAL & CUT SHEETS – SMART-1440 SCIENCE CLASSROOMS AT EL  
DORADO MIDDLE SCHOOL AND VALLEY VEIW MIDDLE SCHOOL
- 01-112915 dated 10/30/12 – PROJECT MANUAL & CUT SHEETS – SMART-1440 SCIENCE CLASSROOMS AT  
FOOTHILL, OAK GROVE AND RIVERVIEW MIDDLE SCHOOLS
- 01-112976 dated 11/27/12 - PROJECT MANUAL 7 CUT SHEETS – SMART-1440 KINDERGARTEN CLASSROOM AT MT.  
DIABLO ELEMENTARY SCHOOL
- 01-112958 dated 11/01/12 – PROJECT MANUAL & CUT SHEETS – SMART-960 CLASSROOMS AT GATEWAY &  
OLYMPIC HIGH SCHOOL
- 01-112230 dated Feb 21 2012 – The SMART SCIENCE – SCIENCE MODULAR CLASSROOM 1440 SQ.F.T

DRAWINGS

- 01-112906 dated 10/11/12 – SMART-960 CLASSROOMS AT HIDDEN VALLEY ELEMENTARY SCHOOL, EL DORADO  
AND VALLEY VIEW MIDDLE SCHOOL – PACKAGE 1
- 01-112907 dated 10/11/12 – SMART-960 CLASSROOMS AT BEL AIR AND YGNACIO VALLEY ELEMENTARY SCHOOL –  
PACKAGE 2
- 01-112914 dated 10/30/12 – SMART – 1440 SCIENCE CLASSROOMS AT EL DORADO MIDDLE SCHOOL & VALLEY VIEW  
MIDDLE SCHOOL – PACKAGE 3
- 01-112915 dated 10/30/12 – SMART – 1440 CLASSROOMS AT FOOTHILL, OAK GROVE, RIVERVIEW – PACKAGE 4
- 01-112976 dated 11/27/12 - SMART-1440 KINDERGARTEN CLASSROOM AT MT. DIABLO ELEMENTARY SCHOOL –  
PACKAGE 5
- 01-112958 dated 11/01/12 - SMART-960 CLASSROOMS AT GATEWAY & OLYMPIC HIGH SCHOOL – PACKAGE 7
- 01-112230 dated Feb 21 2010 – THE SMART SCIENCE-1440 – GENERAL SCIENCE MODULAR CLASSROOM FOR  
MIDDLE & HIGH SCHOOLS – BASE MODULE-L 1440 SQ.FT.
- 01-111930 dated Aug 24 2011 – THE SMART-CLASSROOM – GENERAL PURPOSE MODULAR CLASSROOM MODULE  
C – 960 SQ.FT.

- ADDENDUM NO 1620-001(P1) DATED 11/28/12
- ADDENDUM NO 1621-001(P2) DATED 11/28/12
- ADDENDUM NO 1622-001(P3) DATED 11/28/12
- ADDENDUM NO 1623-001(P4) DATED 11/28/12
- ADDENDUM NO 1624-001(P5) DATED 11/28/12
- ADDENDUM NO 1625-001(P7) DATED 11/28/12
- ADDENDUM NO 1620-002(P1) DATED 12/07/12
- ADDENDUM NO 1621-002(P2) DATED 12/07/12
- ADDENDUM NO 1622-002(P3) DATED 12/07/12
- ADDENDUM NO 1623-002(P4) DATED 12/07/12
- ADDENDUM NO 1624-002(P5) DATED 12/07/12
- ADDENDUM NO 1625-002(P7) DATED 12/07/12

**EXHIBIT K**  
**REVISIONS TO CONTRACT DOCUMENTS FOR**

**PORTABLE REPLACEMENT AND MIDDLE SCHOOL SCIENCE CLASSROOMS PROJECT**

**FACILITIES LEASE**

**Section 3.4 (Operating School):** The phasing plan shall be as indicated in Exhibit F-1 & F-2 .

**Section 3.6 (No Work During Student Testing):** The following dates and times apply to this section:

- Each January: Two (2) days (Finals)
- Each March: Two (2) days (CAHSEE)
- Each June: Two (2) days (Finals)
- Each April - May: Ten (10) days (STAR and AP)
- Refer to Exhibit F-1 and F-2

**EXHIBIT D TO FACILITIES LEASE**

**Section 6.2.1 [Staffing Requirement]:** The minimum staffing for the Project shall be a competent:

- Project Manager,
- Two (2) Construction Superintendent,
- Four (4) Work Foreman
- Project Engineer, and
- Project Administrator

Developer shall provide with its proposal the name and resume for each specific individual that it is proposing for each position. Those persons shall be made available for interviews with the District, if requested

**Section 7.3.1 [Minimum Subcontractor/Trade Contractor Bids]:** The minimum number of bona fide bids from Subcontractors for a specific trade shall be as follows:

- For Subcontractors on scopes of Work with bids up to One Hundred Thousand Dollars (\$100,000):
  - **Three (3) Bids**
- For Subcontractors on scopes of Work with bids One Hundred Thousand One Dollars to Five Hundred Thousand Dollars (\$100,001 - \$500,000):
  - **Four (4) Bids**
- For Subcontractors on scopes of Work with bids from Five Hundred Thousand One Dollars (\$500,001) and above:
  - **Seven (7) Bids**

**Section 15.1.1.4:** The number of days that must be exceeded to claim extra time for “Adverse Weather”:

January	<u>6</u>	July	<u>0</u>
February	<u>5</u>	August	<u>0</u>
March	<u>4</u>	September	<u>1</u>
April	<u>3</u>	October	<u>2</u>
May	<u>1</u>	November	<u>4</u>
June	<u>0</u>	December	<u>5</u>

**DIVISION 1 DOCUMENTS**