Project: SLHS SBHC
Project No.: 14-06
Program ID No.: Msr B/774

AMENDMENT No. 1

TO THE

MASTER SITE LEASE & MASTER FACILITIES LEASE LEASE-LEASEBACK CONTRACT

FOR

ADDITIONAL CONSTRUCTION SERVICES

AT

SAN LEANDRO HIGH SCHOOL SCHOOL BASED HEALTH CENTER

FOR THE

SAN LEANDRO UNIFIED SCHOOL DISTRICT

This "AMENDMENT" made and entered into this **August 12, 2014** by and between San Leandro Unified School District, a political subdivision of the State of California, herein called "District", and the "Developer"

MW Logic, Inc.
1057 MacArthur Ave., Suite 203
San Leandro, CA. 94577

President: Mark Murillo
License No: 915290
Telephone No.: (510) 788-2799
Fax No.: (510) 788-2797
E-mail address: mark.murillo@mwlogic.com

Herein called "Contractor",

Whereas, the parties entered into a Lease-Leaseback Agreement on November 18, 2014, herein called "Agreement", and; whereby construction services shall be provided for the projects known as ***San Leandro High School Based Health*** **Center Construction Project** and will now provide additional services at the Project.

Now therefore, the parties agree to amend and modify the Agreement as follows:

Provide construction services San Leandro High School Based Wellness Center component of the Project.

1.0 DESCRIPTION OF THE AMENDMENT

This amendment modifies the Agreement Exhibits as follows:

Exhibit A – *Description of School Site*, No change.
Exhibit B – *Description of Project Sites*, **See Exhibit B - Amendment #1**
Exhibit C – *Guaranteed Project Cost*, **See Exhibit C - Amendment #1.**
Exhibit D – *General Construction Provisions*, No changes.
Exhibit E – *Memorandum of Lease Commencement Date*, No change.
Exhibit F – *Construction Schedule*, **See F – Amendment #1.**
Exhibit G – *Schedule of Values*, **See G – Amendment #1.**
Exhibit H – *Agreement for Preliminary Services*, No change.
Exhibit I – *Certificates and Bonds and Div. 01*, No change.
Exhibit J – *Plans, Specs, and Drawings*, **See Exhibit J - Amendment #1.**
Exhibit K – *Revisions to Contract Documents*, No change.

Services shall be expanded to provide additional construction services, specifically related to the following scope:

Seismic work, demolition of walls, and all associated scope for the Wellness Center component of the School Based Health Center.

2.0 COMPENSATION

Compensation for the Services described in this Amendment is an amount of **$1,408,491 for additional construction services.** This increases the total compensation approved under the Agreement, including this Amendment and all previous Amendments, to a new lump sum amount of **$2,408,491.**

To the extent that this Amendment conflicts with any of the provisions of the Agreement, the terms and conditions of this Amendment shall have precedence. To the extent that any ambiguity or conflict is created by this Amendment as to the services and/or deliverables to be provided by the Contractor, the provision shall be given the interpretation most favorable to the District.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed this _____ Day of December 2014.

Contractor	District
_____	_____
Mark Murillo	Mike McLaughlin, Ed.D.
President	Superintendent

EXHIBIT B – *Amendment #1*
TO SITE LEASE

DESCRIPTION OF PROJECT SITE AT HEALTH AND WELLNESS CENTER SITE

Attached is a site diagram for the <u>portions</u> of Health and Wellness Center Site that is subject to the Site Lease and the Facilities Lease and upon which Contractor will construct the Project.

See shaded areas below of the
San Leandro Health & Wellness Center Modernization, Construction Documents, dated 11/4/2014
By Aedis Architects

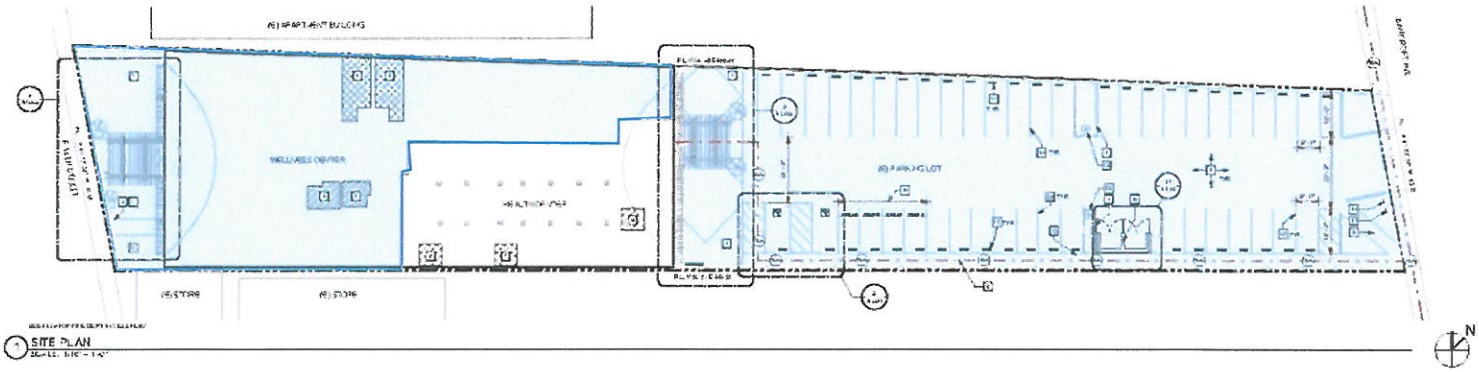


EXHIBIT C - Amendment #1
TO
FACILITIES LEASE

GUARANTEED PROJECT COST AND
OTHER PROJECT COST, FUNDING, AND PAYMENT PROVISIONS

1. Site Lease Payments. As indicated in the Site Lease, Contractor shall pay One Dollar ($1.00) to the District as consideration for the Site Lease.

2. Guaranteed Project Cost. Pursuant to the Facilities Lease, Contractor will cause the Project to be constructed for **One Million Dollars ($1,408,491.00)**, ("Guaranteed Project Cost" or "GPC" or "Guaranteed Maximum Price" or "GMP"). Except as indicated herein for modifications to the Project approved by the District, Contractor will not seek additional compensation from District in excess of Guaranteed Project Cost. District shall pay the Guaranteed Project Cost to Contractor in the form of Tenant Improvement Payments and Lease Payments as indicated herein. The Guaranteed Project Cost includes the following components and as further detailed herein:

2.1. Cost to Perform Work.

2.1.1. **Subcontract Costs.** Payments made by the Contractor to Subcontractors, which payments shall be made in accordance with the requirements of the Contract Documents.

2.1.2. **Contractor-Performed Work.** Costs incurred by the Contractor for self-performed work.

2.2. General Conditions. The fixed amount to be paid be for all costs for labor, equipment and materials for the items identified therein which are necessary for the proper management of the Project, and shall include all costs paid or incurred by the Contractor for insurance (except for general liability insurance), permits, taxes, and all contributions, assessments and benefits, holidays, vacations, retirement benefits, and incentives, whether required by law or collective bargaining agreements or otherwise paid or provided by Contractor to its employees. The District reserves the right to request changes to the personnel, equipment, or facilities provided as General Conditions as may be necessary or appropriate for the proper management of the Project, in which case, the cost of General Conditions shall be increased or reduced accordingly.

2.3. Fees. All fees, assessments and charges that are required to be paid to other agencies or entities to permit, authorize or entitle construction, reconstruction or completion of the Project.

2.4. Allowances. The following allowances are within the Guaranteed Project Cost. Contractor shall be permitted to charge only its direct costs to perform the work, as indicated through documentation approved to the District. Contractor shall not include in its charge(s) under a particular allowance the coordination, supervision, bond costs, overhead and profit, installation and all indirect costs associated with performing the work of each allowance.

2.4.1. **N/A**

Any unused allowance or unused portion thereof shall be deducted from the Cost of the Work. The amount to deduct shall be calculated using the steps in the "Changes in the Work" provisions of **Exhibit "D"** to the Facilities Lease including the Deductive Change Order provisions therein.

2.5. Bonds and Insurance.

2.6. Overhead and Profit.

3. Payment of Guaranteed Project Cost. District shall pay the Guaranteed Project Cost to Contractor in the form of Tenant Improvement Payments and Lease Payments as indicated herein.

3.1. Tenant Improvement Payments. Prior to the District's taking delivery or occupancy of the Project, the District shall pay to Contractor **One million two hundred sixty seven thousand six hundred forty two Dollars ($1,267,642.00)** ("Tenant Improvement Payment(s)"), based on the amount of Work satisfactorily performed and approved by the District less the total amount to be paid as Lease Payments, according to the Contractor's Schedule of Values (**Exhibits G** to the Facilities Lease) and pursuant to the provisions in **Exhibit D** to the Facilities Lease.

3.2. Lease Payments. After the Parties execute the Memorandum of Commencement Date, attached to the Facilities Lease as **Exhibit E**, the District shall pay to Contractor **One Hundred Forty Thousand Eight Hundred Forty Eight Dollars ($140,848.00)** ("Lease Payment(s)"), as indicated below.

3.2.1. The Lease Payments shall be consideration for the District's rental, use, and occupancy of the Project and the Project Site and shall be made in equal monthly installments for the duration of the Term.

3.2.2. The District represents that the total annual Lease Payment obligation does not surpass the District's annual budget and will not require the District to increase or impose additional taxes or obligations on the public that did not exist prior to the execution of the Facilities Lease.

3.2.3. **Fair Rental Value**. District and Contractor have agreed and determined that the total Lease Payments constitute adequate consideration for the Facilities Lease and are reasonably equivalent to the fair rental value of the Project. In making such determination, consideration has been given to the obligations of the Parties under the Facilities Lease and Site Lease, the uses and purposes which may be served by the Project and the benefits therefrom which will accrue to the District and the general public.

3.2.4. **Each Payment Constitutes a Current Expense of the District.**

3.2.4.1. The District and Contractor understand and intend that the obligation of the District to pay Lease Payments and other payments hereunder constitutes a current expense of the District and shall not in any way be construed to be a debt of the District in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by the District, nor shall anything contained herein constitute a pledge of the general tax revenues, funds or moneys of the District.

3.2.4.2. Lease Payments due hereunder shall be payable only from current funds which are budgeted and appropriated or otherwise made legally available for this purpose. This Facilities Lease shall not create an immediate indebtedness for any aggregate payments that may become due hereunder.

3.2.4.3. The District covenants to take all necessary actions to include the estimated Lease Payments in each of its final approved annual budgets.

3.2.4.4. The District further covenants to make all necessary appropriations (including any supplemental appropriations) from any source of legally available funds of the District for the actual amount of Lease Payments that come due and payable during the period covered by each such budget. Contractor acknowledges that the District has not pledged the full faith and credit of the District, State of California or any state agency or state department to the payment of Lease Payments or any other payments due hereunder. The covenants on the part of District contained in this Facilities Lease constitute duties imposed by law and it shall be the duty of each and every public official of the District to take such action and do such things as are required by law in the performance of the official duty of such officials to enable the District to carry out and perform the

covenants and agreements in this Facilities Lease agreed to be carried out and performed by the District.

3.2.4.5. The Contractor cannot, under any circumstances, accelerate the District's payments under the Facilities Lease.

3.2.5. The Lease Payment Amount shall be paid pursuant to the following structure and the annual interest rate shall be at **zero percent (0%):**

Date of Payment	(A) Total Lease Payment	(B) Total Interest Due on Lease Payment	Total Lease Payment plus interest due by District to Contractor (A + B)
35 days after NOC filed	**$23,475.00**	0%	**$23,475.00**
65 days after NOC filed	**$23,475.00**	0%	**$23,475.00**
95 days after NOC filed	**$23,475.00**	0%	**$23,475.00**
125 days after NOC filed	**$23,475.00**	0%	**$23,475.00**
155 days after NOC filed	**$23,475.00**	0%	**$23,475.00**
185 days after NOC filed	**$23,473.00**	0%	**$23,473.00**

3.2.6. **Financed Portion of Lease Payments.** The District does not at this time believe it will need the Contractor to finance a portion of the Lease Payments. The District and the Contractor have agreed that the District may request at a future time that the Contractor agree to convert a portion of the Tenant Improvement Payments into Lease Payments and revise the Lease Payment schedule. If the District makes this request, the District and the Contractor agree to negotiate in good faith regarding whether Contractor can provide that financing, the amount of that financing, and the terms of that financing, which, if agreed to, shall be memorialized in a written amendment to the Facilities Lease and approved by the Parties.

3.3. In no event shall the cumulative total of the Tenant Improvement Payments and the Lease Payments ever exceed the Guaranteed Project Price as defined herein, unless modified pursuant to **Exhibit D** to the Facilities Lease.

4. Changes to Guaranteed Project Cost.

4.1. As indicated in the Facilities Lease, the Parties may add or remove specific scopes of work from the Project. Based on these change(s), the Parties may agree to a reduction or increase in the Guaranteed Project Cost. If a cost impact or a change is agreed to by the Parties, it shall be reflected as a reduction or increase in the Tenant Improvement Payments and paid upon the payment request from the Contractor when the work is performed, or deducted from the next payment request from the Contractor, as applicable.

4.2. The Parties acknowledge that the Guaranteed Project Cost is based on the Construction Documents, including the plans, and specifications, as identified in **Exhibit J** to the Facilities Lease.

4.3. Cost Savings. Contractor shall work cooperatively with Architect, subcontractors and District, in good faith, to identify appropriate opportunities to reduce Project costs and promote cost savings. Any identified cost savings from the Guaranteed Project Cost shall be identified by Contractor, and if approved in writing by the District, that cost savings shall be deducted from the Guaranteed Project Cost. If any cost savings require revisions to the Construction Documents, Contractor shall work with the District with respect to revising the Construction Documents and, if necessary, obtaining the approval of City Building Department with respect to those revisions. At the District's discretion, any reasonable cost incurred by District and/or the Contractor for those revisions may be paid for out of the identified savings before it is deducted from the Guaranteed Project Cost. Contractor shall be entitled to an extension of Contract Time equal to the delay in Project Completion caused by any cost savings adopted by District, if requested in writing before the approval of the cost savings.

4.4. Insurance and Bond Reimbursements. At Project Completion, Contractor shall require reimbursement from its insurance brokers and/or insurers and its bond brokers and/or sureties, all portions of Contractor's bond premiums, either paid or to be paid, that are not at-risk due to a reduction in the Guaranteed Project Cost. All amounts of premium reimbursement that Contractor receives from the Contractor's insurance brokers and/or insurers and its bond brokers and or sureties, shall be withheld by District from Contractor's Lease Payment(s). The District shall estimate this amount until Contractor indicates what the total amount of this reimbursement.

5. District's Purchase Option

5.1. If the District is not then in uncured Default hereunder, the District shall have the option to purchase not less than all of the Project in its "as-is, where-is" condition and terminate this Facilities Lease and Site Lease by paying the total remaining unpaid Lease Payments as of the date the option is exercised ("Option Price").

5.2. District shall provide Contractor no less than three (3) days' prior written notice that District is exercising its option to purchase the Project as set forth above on a specific date ("Option Date"). If the District exercises this option, the District shall pay directly to Contractor the Option Price on or prior to the Option Date and Contractor shall at that time deliver to District all reasonably necessary documents in recordable form to terminate this Facilities Lease and the Site Lease. District may record all such documents at District's cost and expense.

5.3. Under no circumstances can the first Option Date be on or before thirty-five (35) days after the Contractor completes the Project and the District accepts the Project.

6. ~~Agreement for Preliminary Services ("PSA").~~ ~~The Parties acknowledge that Contractor performed preliminary services related to the Project under a PSA.~~

EXHIBIT F – Amendment #1
TO
FACILITIES LEASE

CONSTRUCTION SCHEDULE
FOR
WELLNESS CENTER SITE

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

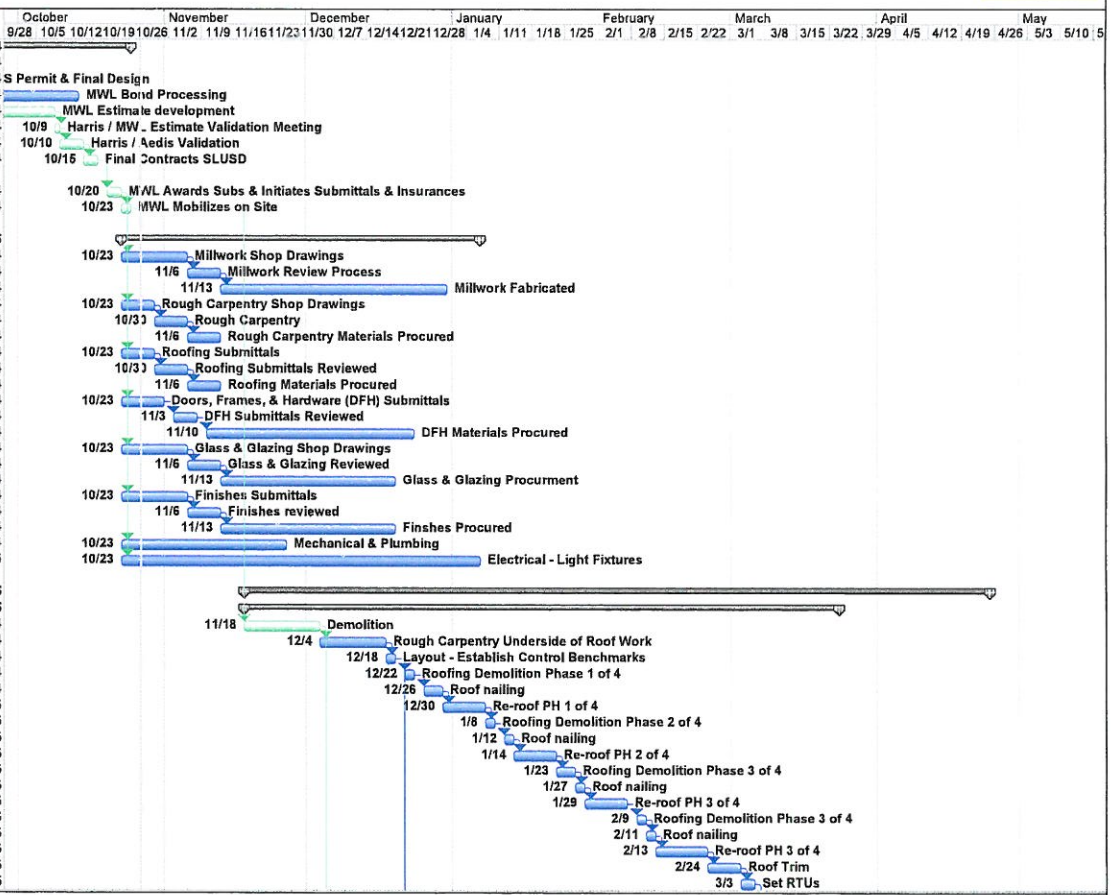
MWLOGIC INC.
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Health & Wellness Schedule

Rev 2.0 10.27.2014

Exhibit F - Amendment #1

ID	Task Name	Duration	Start	Finish
1	**Contract / PO**	**52 days**	**Tue 8/12/14**	**Fri 10/24/14**
2	MWL is awarded Project	1 day	Tue 8/12/14	Tue 8/12/14
3	AEDIS Permit & Final Design	26 days	Wed 8/13/14	Fri 9/19/14
4	MWL Bond Processing	30 days	Fri 8/29/14	Mon 10/13/14
5	MWL Estimate development	13 days	Mon 9/22/14	Wed 10/8/14
6	Harris / MWL Estimate Validation Meeting	1 day	Thu 10/9/14	Thu 10/9/14
7	Harris / Aedis Validation	3 days	Fri 10/10/14	Tue 10/14/14
8	Final Contracts SLUSD	3 days	Wed 10/15/14	Fri 10/17/14
9				
10	MWL Awards Subs & Initiates Submittals & Insurances	3 days	Mon 10/20/14	Wed 10/22/14
11	MWL Mobilizes on Site	2 days	Thu 10/23/14	Fri 10/24/14
12				
13	**Submittals (Anything over 3 weeks)**	**50 days**	**Thu 10/23/14**	**Tue 1/6/15**
14	Millwork Shop Drawings	10 days	Thu 10/23/14	Wed 11/5/14
15	Millwork Review Process	5 days	Thu 11/6/14	Wed 11/12/14
16	Millwork Fabricated	30 days	Thu 11/13/14	Tue 12/30/14
17	Rough Carpentry Shop Drawings	5 days	Thu 10/23/14	Wed 10/29/14
18	Rough Carpentry	5 days	Thu 10/30/14	Wed 11/5/14
19	Rough Carpentry Materials Procured	5 days	Thu 11/6/14	Wed 11/12/14
20	Roofing Submittals	5 days	Thu 10/23/14	Wed 10/29/14
21	Roofing Submittals Reviewed	5 days	Thu 10/30/14	Wed 11/5/14
22	Roofing Materials Procured	5 days	Thu 11/6/14	Wed 11/12/14
23	Doors, Frames, & Hardware (DFH) Submittals	7 days	Thu 10/23/14	Fri 10/31/14
24	DFH Submittals Reviewed	5 days	Mon 11/3/14	Fri 11/7/14
25	DFH Materials Procured	30 days	Mon 11/10/14	Tue 12/23/14
26	Glass & Glazing Shop Drawings	10 days	Thu 10/23/14	Wed 11/5/14
27	Glass & Glazing Reviewed	5 days	Thu 11/6/14	Wed 11/12/14
28	Glass & Glazing Procurment	5 wks	Thu 11/13/14	Fri 12/19/14
29	Finishes Submittals	10 days	Thu 10/23/14	Wed 11/5/14
30	Finishes reviewed	5 days	Thu 11/6/14	Wed 11/12/14
31	Finshes Procured	25 days	Thu 11/13/14	Fri 12/19/14
32	Mechanical & Plumbing	25 days	Thu 10/23/14	Wed 11/26/14
33	Electrical - Light Fixtures	10 wks	Thu 10/23/14	Tue 1/6/15
34				
35	**CONSTRUCTION**	**110 days**	**Tue 11/18/14**	**Fri 4/24/15**
36	**EXTERIOR & ROOF**	**86 days**	**Tue 11/18/14**	**Mon 3/23/15**
37	Demolition	10 days	Tue 11/18/14	Wed 12/3/14
38	Rough Carpentry Underside of Roof Work	10 days	Thu 12/4/14	Wed 12/17/14
39	Layout - Establish Control Benchmarks	2 days	Thu 12/18/14	Fri 12/19/14
40	Roofing Demolition Phase 1 of 4	2 days	Mon 12/22/14	Tue 12/23/14
41	Roof nailing	2 days	Fri 12/26/14	Mon 12/29/14
42	Re-roof PH 1 of 4	7 days	Tue 12/30/14	Wed 1/7/15
43	Roofing Demolition Phase 2 of 4	2 days	Thu 1/8/15	Fri 1/9/15
44	Roof nailing	2 days	Mon 1/12/15	Tue 1/13/15
45	Re-roof PH 2 of 4	7 days	Wed 1/14/15	Thu 1/22/15
46	Roofing Demolition Phase 3 of 4	2 days	Fri 1/23/15	Mon 1/26/15
47	Roof nailing	2 days	Tue 1/27/15	Wed 1/28/15
48	Re-roof PH 3 of 4	7 days	Thu 1/29/15	Fri 2/6/15
49	Roofing Demolition Phase 3 of 4	2 days	Mon 2/9/15	Tue 2/10/15
50	Roof nailing	2 days	Wed 2/11/15	Thu 2/12/15
51	Re-roof PH 3 of 4	7 days	Fri 2/13/15	Mon 2/23/15
52	Roof Trim	5 days	Tue 2/24/15	Mon 3/2/15
53	Set RTUs	3 days	Tue 3/3/15	Thu 3/5/15



Project: SLUSD
Date: Mon 10/27/14

Task | Task Progress | Critical Task | Critical Task Progress | Milestone | Summary | Rolled Up Task | Rolled Up Critical Task | Rolled Up Milestone | Rolled Up Progress | Split | External Tasks | Project Summary | Group By Summary | Deadline

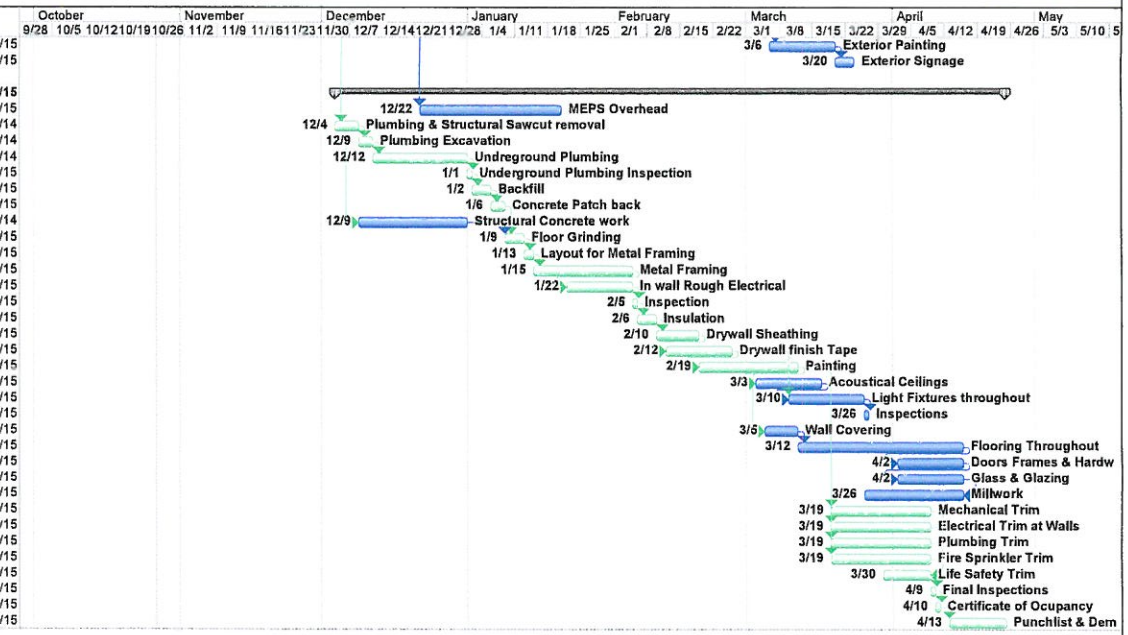
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Health & Wellness Schedule

Rev 2.0 10.27.2014

Exhibit F - Amendment #1

ID	Task Name	Duration	Start	Finish
54	Exterior Painting	10 days	Fri 3/6/15	Thu 3/19/15
55	Exterior Signage	2 days	Fri 3/20/15	Mon 3/23/15
56				
57	**INTERIOR**	**100 days**	**Thu 12/4/14**	**Fri 4/24/15**
58	MEPS Overhead	20 days	Mon 12/22/14	Tue 1/20/15
59	Plumbing & Structural Sawcut removal	3 days	Thu 12/4/14	Mon 12/8/14
60	Plumbing Excavation	3 days	Tue 12/9/14	Thu 12/11/14
61	Undreground Plumbing	12 days	Fri 12/12/14	Wed 12/31/14
62	Underground Plumbing Inspection	1 day	Thu 1/1/15	Thu 1/1/15
63	Backfill	2 days	Fri 1/2/15	Mon 1/5/15
64	Concrete Patch back	3 days	Tue 1/6/15	Thu 1/8/15
65	Structural Concrete work	15 days	Tue 12/9/14	Wed 12/31/14
66	Floor Grinding	2 days	Fri 1/9/15	Mon 1/12/15
67	Layout for Metal Framing	2 days	Tue 1/13/15	Wed 1/14/15
68	Metal Framing	15 days	Thu 1/15/15	Wed 2/4/15
69	In wall Rough Electrical	10 days	Thu 1/22/15	Wed 2/4/15
70	Inspection	1 day	Thu 2/5/15	Thu 2/5/15
71	Insulation	2 days	Fri 2/6/15	Mon 2/9/15
72	Drywall Sheathing	7 days	Tue 2/10/15	Wed 2/18/15
73	Drywall finish Tape	10 days	Thu 2/12/15	Wed 2/25/15
74	Painting	15 days	Thu 2/19/15	Wed 3/11/15
75	Acoustical Ceilings	10 days	Tue 3/3/15	Mon 3/16/15
76	Light Fixtures throughout	12 days	Tue 3/10/15	Wed 3/25/15
77	Inspections	1 day	Thu 3/26/15	Thu 3/26/15
78	Wall Covering	5 days	Thu 3/5/15	Wed 3/11/15
79	Flooring Throughout	25 days	Thu 3/12/15	Wed 4/15/15
80	Doors Frames & Hardware	10 days	Thu 4/2/15	Wed 4/15/15
81	Glass & Glazing	10 days	Thu 4/2/15	Wed 4/15/15
82	Millwork	15 days	Thu 3/26/15	Wed 4/15/15
83	Mechanical Trim	15 days	Thu 3/19/15	Wed 4/8/15
84	Electrical Trim at Walls	15 days	Thu 3/19/15	Wed 4/8/15
85	Plumbing Trim	15 days	Thu 3/19/15	Wed 4/8/15
86	Fire Sprinkler Trim	15 days	Thu 3/19/15	Wed 4/8/15
87	Life Safety Trim	8 days	Mon 3/30/15	Wed 4/8/15
88	Final Inspections	1 day	Thu 4/9/15	Thu 4/9/15
89	Certificate of Ocupancy	1 day	Fri 4/10/15	Fri 4/10/15
90	Punchlist & Demobilization	10 days	Mon 4/13/15	Fri 4/24/15



Project: SLUSD
Date: Mon 10/27/14

Task | Task Progress | Critical Task | Critical Task Progress | Milestone | Summary | Rolled Up Task | Rolled Up Critical Task | Rolled Up Milestone | Rolled Up Progress | Split | External Tasks | Project Summary | Group By Summary | Deadline

EXHIBIT G – Amendment #1
TO
FACILITIES LEASE

SCHEDULE OF VALUES
FOR
WELLNESS CENTER SITE

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.

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Exhibit G - Amendment #1

ESTIMATE

SLUSD Health and Wellness

Date: 11/19/2014
EST# 2014-031-906

Plans Dated: 9.20.14
Addendums 1-4

CSI CODE	DESCRIPTION		VALUES	SUBS
011000.01.	General Conditions	$	144,400	MWL
017010.10.	Job Site Requirements	$	70,660	MWL
024113.01.	Demolition & Site Preparation	$	78,280	DEMCON
033000.01	Concrete	$	118,972	MWL
064000.01.	General Carpentry & Labor	$	185,000	MWL
066000.01.	Casework / Arch Woodwork	$	126,203	RWCC
072000.01.	Thermal & Moisture Protection	$	113,258	ENTERPRISE
081000.01.	Doors / Frames / Hardware	$	50,599	GENERAL
088000.01.	Glass & Glazing	$	25,296	TBD
092900.01.	Drywall	$	172,787	BOYETT
093000.01.	Stone & Ceramic Tile		NIC	SDI
095000.01.	Acoustical Ceilings	$	36,500	Creative Ceilings
096000.01.	Flooring	$	101,122	DS Baxley Plus
099000.01.	Painting & Wallcoverings	$	52,257	Romanos
101100.01.	Specialties	$	19,786	SDI
211000.01.	Fire Protection	$	38,960	COSCO
221000.01.	Plumbing	$	178,486	LJ Kruse
233000.01.	HVAC	$	158,440	Marina Mech
261000.01.	Electrical	$	441,951	BRAYER
ESTIMATE SUBTOTAL		$	2,112,957	
Bonding & Ins.	3.00%	$	63,389	
Fee	3.00%	$	63,389	
	TOTAL WITHOUT Accpeted Alternates	$	2,239,734	
331000.01	Exterior Parking area COMPLETE	$	100,700	Ransome
033000.01	At Column line 1 if tie beam needs to be removed	$	9,475	Ransome
096000.01.	Dance Studio Flooring	$	13,928	DSB Plus
099000.01.	Scuff Master in 7 Rooms in lieu of paint	$	8,865	Romanos
099000.01.	Tackable wall panels as identified in addendum 2	$	5,788	Romanos
096000.01.	Floor prep - if required	$	15,000	Allowance
019050.70.	MEP Roof removal for reroofing	$	15,000	Allowance
	TOTAL With ACCEPTED Alternates	$	2,408,491	

1271 Washington Ave | Suite 825 | San Leandro, California 94577 | (510) 788-5543 | Fax (510) 779-0289
License No. 915290 | MBE CERTIFIED | A California Corporation

Exhibit G - Amendment #1

MWLOGIC INC.
A different brand of construction

Date: 11/19/2014
SLUSD Health and Wellness
EST# 2014-031-906

010000	GENERAL CONDITIONS	QTY	UNIT	$ COST	TOTAL
	Field Management				
	Project Manager / Estimator II	20	Wks	1,620	32,400
	Project Superintendent	20	Wks	4,400	88,000
	Project Engineer	3	Wks	2,800	8,400
	Project Coordinator	15	Wks	1,040	15,600
	TOTAL GENERAL CONDITIONS				$144,400

013000	JOB SITE REQUIREMENTS	QTY	UNIT	$ COST	TOTAL
	Infectious Control / Cleanroom Protocol / Dust Control				
	Laborer Level I	20	Wks	1,760	35200
	Project Foreman	10	Wks	1,800	18000
	Field Operation Provisions				
	Job Truck	5	MOS	375	1,875
	Project Wireless Communications	5	MOS	125	625
	Project PC & Printer / Scanner / Fax	5	MOS	95	475
	Deliveries, Postage, and Supplies	5	MOS	95	475
	Parking & Tolls	1	LS	1,200	1200
	Cups/Ice/Drinking Water	5	MOS	85	425
	Project Mobilization	1	LS	250	250
	Safety Meetings	1	LS	1,100	1,100
	Temporary Construction Signage	1	LS	1,185	1,185
	Project Close-out	1	LS	800	800
	O & M Manuals	1	LS	INCL	INCL
	Turnover Packages	1	LS	INCL	INCL
	Shop Stock & Dispatch				
	Tools & Equipment Rental	1	LS	3,500	3,500
	Material Handling	1	LS	1,200	1,200
	Clean-up & Protection				
	Debris Boxes	6	Ea	725	4,350
	TOTAL JOB SITE REQUIREMENTS				$70,660

021000	DEMOLITION & SITE PREPARATION	QTY	UNIT	$ COST	TOTAL
	Demolition				
	Base Bid	1	LS	56680	56680
	Grind floor	1	LS	10370	10370
	Structural Hard Demoliton	1	LS	6860	6860
	Mechanical Cut and Drop	1	LS	4370	4370
	TOTAL DEMOLITION				$78,280

033000	CONCRETE	QTY	UNIT	$ COST	TOTAL
	Concrete Trench				
	Concrete Scanning	1	LS	1,500	1,500
	Sawcutting	1	LS	6500	6,500
	Concrete	600	LF	65	39,000
	Structural Concrete	1	LS	71972	71,972
	TOTAL CONCRETE				$118,972

Exhibit G - Amendment #1

064000	GENERAL CARPENTRY & LABOR	QTY	UNIT	$ COST	TOTAL
	CARPENTRY				
	Structural Rough Carpentry	1	LS	148700	148700
	Misc Carpentry throughout	1	LS	28800	28800
	Misc Irons	1	LS	11000	11000
	Misc Irons	1	LS	-3500	-3500
	TOTAL GENERAL CARPENTRY & LABOR				$185,000

066000	MILLWORK	QTY	UNIT	$ COST	TOTAL
	Millwork				
	Millwork	1	LS	126203	126203
	TOTAL MILLWORK				$126,203

072000	THERMAL & MOISTURE PROTECTION	QTY	UNIT	$ COST	TOTAL
	Built-up roofing				
	Membrane roofing and curbs	1	SF	115758	115758
	Delete Solatubes throughout	1	LS	-2500	-2500
	TOTAL MILLWORK				$113,258

081000	DOORS, FRAMES, & HARDWARE	QTY	UNIT	$ COST	TOTAL
	Doors, Frames, & Hardware				
	New doors, frames, and hardware through out	1	LS	50599	50599
	TOTAL DOORS, FRAMES, & HARDWARE				$50,599

088000	GLASS & GLAZING	QTY	UNIT	$ COST	TOTAL
	GLASS				
	Glass & Glazing Throughout as specified	1	LS	66,912	66912
	Addendums 1-4	1	LS	-41,616	-41616
	TOTAL GLASS & GLAZING				$25,296

092000	DRYWALL	QTY	UNIT	$ COST	TOTAL
	Metal Framing & Drywall				
	All Drywall & Metal Framing	1	LS	147969	147969
	Addendum 1-4	1	LS	2985	2985
	Insulation - Interior at walls and at underside of roof structure	1	LS	21833	21833
	TOTAL DRYWALL				$172,787

095000	ACOUSTIC CEILING SYSTEMS	QTY	UNIT	$ COST	TOTAL
	Acoustic Ceiling Systems				
	New acoustical ceiling throughout	1	LS	38000	38000
	Delete Solatubes Support	1	LS	-1500	-1500
	TOTAL ACOUSTIC CEILING SYSTEMS				$36,500

096000	FLOORING	QTY	UNIT	$ COST	TOTAL
	VCT & Carpet				
	VCT & CPT Specified at Wellness Center Only	1	LS	69622	69622
	FLUID FLOORING				
	Polish Concrete	1	LS	13500	13500
	Sealer	1	LS	4500	4500
	Epoxy Flooring	1	LS	13500	13500
	TOTAL FLOORING				$101,122

Exhibit G - Amendment #1

098000	PAINTING & WALLCOVERING	QTY	UNIT	$ COST	TOTAL
	Painting				
	Base Bid	1	LS	57,750	57,750
	WC1	1	LS	-5,493	-5,493
	WC2	1	LS	NIC	NIC
	Exterior	1	LS	INCL	INCL
	TOTAL PAINTING & WALLCOVERING				$52,257

101000	SPECIALTIES	QTY	UNIT	$ COST	TOTAL
	Specialties				
	Stainless steel Corner Guards	20	Ea	75	1,500
	Toilet screens & Partitions	1	LS	8,800	8,801
	Accessories	1	LS	5,485	5,485
	Metal Signage at Building	16	LS	250	4,000
	TOTAL SPECIALTIES				$19,786

211000	FIRE PROTECTION	QTY	UNIT	$ COST	TOTAL
	Wet Fire Sprinklers				
	Install (N) or relocate (E) sprinkler head (1/115 SF)	1	LS	38,960	38,960
	TOTAL FIRE PROTECTION				$38,960

221000	PLUMBING	QTY	UNIT	$ COST	TOTAL
	Plumbing				
	Plumbing Systems	1	LS	178,486	178,486
	TOTAL PLUMBING				$178,486

233000	HVAC	QTY	UNIT	$ COST	TOTAL
	HVAC Systems				
	HVAC SYSTEM	1	LS	162,840	162,840
	HVAC ADDENDUM 4	1	LS	-4,400	-4,400
	TOTAL HVAC				$158,440

261000	ELECTRICAL	QTY	UNIT	$ COST	TOTAL
	Electrical				
	Electrical throughout including fire alarm	1	LS	474,000	474,000
	Addendums 1-4	1	LS	-22,049	-22,049
	MWL to procure Fixtures in Lieu	1	LS	-10,000	-10,000
	Low Voltage Wire				
	Provide Tele / Data Cabling	1	LS	INCL	INCL
	TOTAL ELECTRICAL				$441,951

EXHIBIT J – Amendment #1
TO FACILITIES LEASE

PLANS, TECHNICAL SPECIFICATIONS, AND DRAWINGS

District Wellness Center Project Reference Drawings and Specifications by Aedis Architects entitled:

- **San Leandro Health & Wellness Center Modernization – Construction Documents dated 11/4/2014**