



AGENCY ADMIN. & FINANCE
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October 30, 2012

Honorable Board of Supervisors
County of Alameda
1221 Oak Street, Suite 536
Oakland, California 94612-4305

Dear Board Members:

SUBJECT: APPROVE A THIRD MODIFICATION TO LEASE FOR THE BEHAVIORAL HEALTH CARE SERVICES AGENCY TO RE-CARPET AND PAINT SUITE 302 AT 2000 EMBARCADERO BUSINESS PARK, OAKLAND, CALIFORNIA; MASTER CONTRACT NO. 900881; PROCUREMENT CONTRACT NO. 7598; AMOUNT: NOT TO EXCEED \$48,170.

RECOMMENDATION:

- A. Approve a Third Modification to Lease between Embarcadero Business Park, LLC, a California limited liability company (POC: Alair Dias, Property Manager, 2000 Embarcadero Business Park, Suite 100, Oakland, California 94606-5300) (Tax ID: 94-3290715), Landlord, and the County of Alameda, Tenant, for the re-carpeting, painting and related renovation costs of Suite 302 at 2000 Embarcadero Business Park, Oakland, California, for the Health Care Services Agency's (HCSA) Behavioral Health Care Services (BHCS). The work will be performed by landlord at BHCS's expense. The monthly lease cost remains unchanged; Master Contract No. 900881, Procurement Contract No. 7598;
- B. Authorize a one-time project expenditure not to exceed \$48,170 which covers re-carpet and painting costs of \$44,570, communications costs of \$1,600 and Property and Salvage moving costs of \$2,000; and
- C. Authorize and direct the Auditor-Controller to make the budgetary adjustments listed on the attached financial recommendation.

DISCUSSION/SUMMARY:

Behavioral Health Care Services moved into the leased space at 2000 Embarcadero in July 1995. Renovation of the 4th and 5th floor suites, which included re-carpeting and painting, was completed

in October 2012. Suite 302, which has been occupied by BHCS since October 1997 and is part of the main lease, was recently used as swing space during the 4th and 5th floor renovation project. After fifteen years of occupancy by different BHCS departments, Suite 302 is also in need of painting and new carpet. Once the work is completed, BHCS plans to relocate twenty Finance staff from the first floor to Suite 302

All renovation expenses are included in the one-time project costs. The Board's approval is necessary to approve the lease modification, and to authorize the expenditures.

FINANCING:

BHCS is funding this project with Mental Health Services Act funds. A budgetary adjustment for this project is included to increase FY 2012-13 ISF Appropriations. There is no increase in net County cost.

Respectfully submitted,



Alex Briscoe
Director, Health Care Services Agency



Aki K. Nakao
Director, General Services Agency

AKN\B:\rjp I:\BOARD LETTERS\REAL PROPERTY\LETTERS\BOS.11.20.12.RPM.3RD MODIFICATION TO LEASE AT 2000 EMBARCADERO

Attachments

cc: Susan S. Muranishi, County Administrator
Patrick J. O'Connell, Auditor-Controller
Donna Ziegler, County Counsel
Dr. Marye Thomas, BHCS

FINANCIAL RECOMMENDATION

AGENDA DATE: 11/20/2012

Subject of Board Letter:

Lease Modification-BHCS Re-Carpet & Paint Suite 302 2000/1900 Embarcadero

BY: 2012-13

FUND: 10000

The use of Designations, as follows:

NAME OF DESIGNATION	ORG	AMOUNT

The increase (decrease) in anticipated revenue, as follows:

<i>Informational</i>				
ORG	ACCT	PROG	PROJ/GR	AMOUNT
350551	452120	.		\$48,170
ORG TOTAL				\$48,170

<i>Informational</i>				
ORG	ACCT	PROG	PROJ/GR	AMOUNT
ORG TOTAL				\$0

GRAND TOTAL ANTICIPATED REVENUE \$48,170

The increase (decrease) in appropriations, as follows:

<i>Informational</i>				
ORG	ACCT	PROG	PROJ/GR	AMOUNT
350500	630051			\$44,570
	610000			\$3,600
ORG TOTAL				\$48,170

<i>Informational</i>				
ORG	ACCT	PROG	PROJ/GR	AMOUNT
ORG TOTAL				\$0

GRAND TOTAL APPROPRIATION \$0

FINANCIAL RECOMMENDATION

AGENDA DATE: 11/20/2012

Subject of Board Letter:

Lease Modification-BHCS Re-Carpet & Paint Suite 302 2000/1900 Embarcadero

BY: 2012-13

FUND: 31030

The use of Designations, as follows:

NAME OF DESIGNATION	ORG	AMOUNT

The increase (decrease) in anticipated revenue, as follows:

<i>Informational</i>				
ORG	ACCT	PROG	PROJ/GR	AMOUNT
410100	441010	00000		\$44,570
ORG TOTAL				\$44,570

<i>Informational</i>				
ORG	ACCT	PROG	PROJ/GR	AMOUNT
ORG TOTAL				\$0

GRAND TOTAL ANTICIPATED REVENUE \$44,570

The increase (decrease) in appropriations, as follows:

<i>Informational</i>				
ORG	ACCT	PROG	PROJ/GR	AMOUNT
410100	610000	00000		\$44,570
ORG TOTAL				\$44,570

<i>Informational</i>				
ORG	ACCT	PROG	PROJ/GR	AMOUNT
ORG TOTAL				\$0

GRAND TOTAL APPROPRIATION \$44,570

THIRD MODIFICATION TO LEASE

This THIRD MODIFICATION TO LEASE, (the "Modification"), is made and entered into as of this _____ day of _____ 2012, by and between County of Alameda, (the "Tenant" or "County"), and Embarcadero Business Park, LLC a limited liability company, (the "Landlord"), with respect to that certain lease dated July 31, 2007, (the "Original Lease"), pursuant to which Tenant leases from Landlord those certain premises described as Suites 101, 110, 201, 302, 400, 401 and 500 at 2000 Embarcadero and Suites 100, 101, 103, 205, 208, 300, 400, and 401 at 1900 Embarcadero, Oakland, CA, (the "Premises") as modified by the First Modification to Lease, dated December 20, 2011 and as modified by the Second Modification to Lease dated July 10, 2012..

RECITALS

Landlord and Tenant mutually desire to renovate certain portions of the Premises, specifically Suite 302 at 2000 Embarcadero, Oakland, CA, and modify other terms and conditions.

NOW THEREFORE, Landlord and Tenant hereby agree as follows:

1. Except as otherwise stated in this Modification, (a) all initially capitalized terms in this Modification shall have the respective defined meanings stated in the Original Lease, and (b) the terms and provisions of this Modification will be considered effective after both parties have affixed their respective signatures on this Modification (the "Effective Date").
2. Premises Renovation Area: Landlord shall perform the following improvements ("Tenant Improvement"):
 - a. Re-carpet and repaint, which shall include :
 - i. Moving and/or lifting furniture to accomplish the work; and
 - ii. Removing all bulletin boards prior to work and re-attach to walls at completion; and
 - iii. Painting shall include an accent color in the lobby area; and
 - iv. Removing wall bases and correct walls for lower base heights; and
 - v. Painting all surfaces that are currently painted including walls, hard ceilings, concrete and beams; and
 - vi. Removing old carpet and replacing in all areas that currently have carpet; and
 - b. Prior to painting remove all switch/outlet/data/HVAC covers, reinstall, and if necessary replace, at completion of painting.
 - c. For stained doors and trim, clean and re-stain as necessary. If there is a dispute as to what is necessary, County shall make the final determination.

All work shall be done in accordance with the specification in Section 3 of this Modification. These Tenant Improvements shall be done for suite 302 on the third floor at 2000 Embarcadero, Oakland, CA (the "Renovation Area").

3. Tenant Improvements by Landlord: Landlord shall provide all Tenant Improvements in a manner and to the specifications detailed below. Landlord shall present specifications for Tenant's review and approval prior to ordering any work. Tenant shall submit its comments and/or changes to Landlord within five (5) business days from its receipt of the specifications from Landlord. Tenant shall sign on the final specifications documents as acknowledgement that it accepts the specifications to be built.
- a. Landlord shall complete the Tenant Improvements in one phase, in accordance with schedule attached hereto as Exhibit A
 - b. Landlord shall complete all the Tenant Improvements subject to Tenant's approval, which shall not be unreasonably withheld, within ninety (90) days of execution of this Modification. Landlord shall pay and cause its contractor(s) to pay prevailing wages as required by the Labor Code, Section 1720.2.
 - c. County shall pay Landlord, on completion of the Tenant Improvements, up to \$40,518.21 as shown in Exhibit C for:
 - i. Actual cost of the Tenant Improvement;
 - ii. A fee equal to five percent (5%) of the actual costs incurred by Landlord for the Tenant Improvements may be added by either Landlord, its construction manager or the property manager for administration of Tenant Improvements.
 - d. Any additional improvements requested and approved by Tenant that exceed this amount shall be at the expense of Tenant. Tenant shall use its best efforts to reimburse Landlord within thirty (30) days of substantial completion of the Tenant Improvement for expenses incurred beyond this amount, but no sooner than receipt and approval by County of written invoice, and any supporting documentation requested, for work actually performed.
 - e. Codes. Landlord shall perform all work in accordance with the most current editions of the following codes and standards:
 - Local Building Code, current edition
 - Local Plumbing, Electrical, Mechanical and Fire codes, current edition
 - State Building Code, Title XXIV
 - California Administrative Code
 - Comprehensive Environmental Response Compensation and Liability Act
 - Americans With Disabilities Act, current updates
 - All other codes enforced within local jurisdiction
 - f. Permits. All required permits for the construction, remodeling, testing, or debris removal are to be obtained by the Landlord from those jurisdictions having such authority to grant them.
 - g. Schedules. Landlord shall provide County with a detailed work schedule as soon as practicable upon full execution of this Third Modification, which shall be consistent with the schedule contained on Exhibit A.
 - h. Remodeling Debris. Upon completion of Tenant Improvements, Contractor must remove all debris and surplus material from the "Renovated Area" and thoroughly clean the work area and any common areas impacted by the work prior to occupancy by County.
 - i. County Walk-through/Punchlist. Landlord shall provide County fifteen (15) days prior written notice of the expected date of Substantial Completion. Within five (5) days following or upon Substantial Completion of the Improvements, County

and Landlord shall conduct a walk-through inspection of the work to determine County's acceptance of the work and to agree on the Punchlist of items of Landlord's Work still to be completed by Landlord ("Punchlist").

- j. Completion of Punchlist Items. Landlord's contractor shall complete all Punchlist items within thirty (30) days after the walk-through inspection.
- k. Color Selections. County shall approve all colors prior to the ordering of any materials requiring color choice.
- l. Painting. Fuller-O'Brien, Sherwin-Williams, Benjamin Moore, or equal. Minimum shall include one coat primer with P.V.A. primer sealer (if painting bare walls), and two finish coats. Apply additional coats if necessary to provide uniform coverage and full hiding. All tool marks, nail holes, defects shall be sanded smooth prior to painting. Paint all exposed conduit in finished areas. Paint all interior surfaces of air ducts, baseboard heating units that are visible through grilles and louvers with one coat of flat black paint. Paint dampers exposed behind louvers, grilles to match face panels. Paint chips will be provided to County within one (1) week of Lease execution for primary wall and door colors. Brushouts (8" x 10") will be provided to County for approval.
- m. Subfloor. Landlord shall repair the subfloor as needed.
- n. Carpet. Minimum 36 oz. glue-down with color acceptable to County. County shall be provided with carpet samples to select color within thirty (30) days of executing this Modification. The carpet must be static control carpet with maximum rating below 3.0 KV at 20 percent (20%) relative humidity. Seams shall be uniform, unnoticeable, and permanent: a seaming diagram will be provided in the construction documents. Landlord shall provide a minimum of three percent (3%) stock for County storage for future repairs (County may store the stock on Premises). Landlord shall provide same die lot for entire installation. Provide a warranty for the Term of the Lease on product and installation not in excess of the manufacturer's warranty. Type of carpet shall be limited to green selections as set forth in Exhibit B.
- o. Resilient Flooring. Vinyl composition tile, 12" x 12" Armstrong Standard Excelon Tile, shall be provided in break rooms, kitchens, storage rooms, copy rooms, restrooms, janitor's closets, and utility rooms. County to be provided with samples to select color within one (1) week of executing this Modification to Lease.
- p. Base. In conjunction with the installation of all carpeting, remove and replace all current molding with rubber cover base that is a minimum of 4" high. Standard "Roppe" or "Burke" rubber base, 48" cut lengths, 1/8" thick, with premolded inside and outside corners shall be provided along all partitions, cabinet bases. Straight base shall be provided with carpet flooring and cove base shall be used with VCT and hard flooring. Provide tile/carpet joiner reducer moldings. County shall be provided with samples to select color within one (1) week of executing this Modification to Lease.
- q. Construction Waste Management. Landlord shall have each and every contractors comply with the following was Construction Waste Management terms:

Contractor must at all time keep areas outside the work area free from waste material, rubbish, and debris and shall remove waste materials from the Building on a regular basis. All existing building materials removed and not reused in the construction must be disposed of by Contractor

according to the Construction Waste Management plan, defined below, unless otherwise directed by the Building manager.

- i. Recycling construction waste is mandatory. Recycling construction waste means providing all necessary services to furnish construction materials or wastes to organizations that will reuse, employ these materials or wastes in the production of new materials, or as appropriate for the conversion of waste into energy. Recycling includes required labor and equipment necessary to separate individual materials from the assemblies of which they form a part.
- ii. Prior to construction commencement, the Contractor must submit to the Landlord a construction waste management plan following industry standards to recycle construction waste (Construction Waste Management Plan). The Construction Waste Management Plan shall quantify material diversion goals and maximize the materials to be recycled and/or salvaged (at least 50 percent) from construction, demolition, and packaging debris. Where the small quantity of material, the extraordinarily complex nature of the waste disposal method, or prohibitive expense for recycling would represent a genuine hardship, the Landlord, upon written request of the Contractor, may permit alternative means of disposal.
- iii. Contractor must recycle the following items during both the demolition and construction phases of the project, subject to economic evaluation and feasibility:
 - Ceiling grid and tile;
 - Light fixtures, including proper disposal of any transformers, ballasts, and fluorescent light bulbs;
 - Duct work and HVAC equipment;
 - Wiring and electrical equipment;
 - Aluminum and/or steel doors and frames;
 - Hardware;
 - Drywall;
 - Steel studs;
 - Carpet, carpet backing, and carpet padding;
 - Wood;
 - Insulation;
 - Cardboard packaging;
 - Pallets;
 - Windows and glazing materials;
 - All miscellaneous metals (as in steel support frames for filing equipment); and
 - Other finish and construction materials.
- iv. If any waste materials encountered during the demolition or construction phase are found to contain lead, asbestos, mercury, polychlorinated biphenyls (PCB's), or other harmful substances, they must be handled and removed in accordance with applicable federal, state, and local laws and requirements governing the disposal of hazardous waste.
- v. In addition to providing "one time" removal and recycling of large-scale demolition items such as carpeting or drywall, the Contractor shall provide continuous facilities for the recycling of incidental construction waste during the construction.

- vi. The Contractors must maintain construction materials recycling records. These records must be provided to the Landlord immediately upon the Landlord's request. Records must include materials recycled or landfilled, quantity, date, and identification of hazardous wastes. At the conclusion of construction, the Contractor must give the Landlord a final report detailing the materials including hazardous wastes and quantities recycled, landfilled, or disposed of in a lawful manner.
- r. Indoor Air Quality During Construction. Landlord shall have Contractor(s) use materials that comply with the following indoor air quality requirements:
 - Adhesives and sealants have VOC content less than the current VOC content limits of South Coast Air Quality Management District (SCAQMD) Rule #1168, or sealants used as fillers meet or exceed the requirements of Bay Area Air Quality Management District Regulation 8, Rule 51;
 - Paints and coating have VOC emissions not exceeding the VOC and chemical component limits of Green Seal's Standard GS-11;
 - Composite panels and agrifiber products that contain no added urea-formaldehyde resins;
 - Resilient flooring products that comply with California Section 01350 program requirements;
 - Carpet that meets the requirements of the CRI Green Label Plus Carpet Testing Program;
 - Carpet cushion that meets the requirements of the CRI Green Label Testing Program.

Landlord shall have Contractor(s) meet the following terms:

- i. The Contractor must provide to the Landlord material safety data sheets (MSDS) and other appropriate documents immediately upon request, but prior to installation or use for the following products including but not limited to: adhesives, caulking, sealants, insulating materials, fireproofing or fire stopping materials, paints, carpets, floor and wall patching or leveling materials, lubricants, and finishes for wood surfaces.
- ii. The Landlord reserves the right to prohibit the Contractor from installing or using products with significant quantities of toxic, flammable, corrosive, or carcinogenic material and products with potential for harmful chemical emissions. Materials that the Contractors may use frequently, or in large quantities will receive the greatest amount of review.
- iii. All MSDS shall comply with Occupational Safety and Health Administration (OSHA) requirements. The Contractor and its employees, officers, agents and all Subcontractors must comply with all recommended measures in the MSDS to protect the health and safety of personnel.
- iv. To the greatest extent possible, the Contractor must sequence the installation of finish materials so that materials that are high emitters of volatile organic compounds (VOC) are installed and allowed to cure before installing interior finish materials, especially soft materials that are woven, fibrous, or porous in nature, that may adsorb contaminants and release them over time.
- v. To the great extent possible, the Contractor must provide an off-site airing process to allow for those materials high in VOC to cure prior to being brought to the work site.

- vi. Where demolition or construction work occurs adjacent to occupied space, the Contractor must erect appropriate barriers (noise, dust, odor, etc.) and take necessary steps to minimize interference with the occupants. This includes maintaining acceptable temperature, humidity, and ventilation in the occupied areas during window removal, window replacement, or similar types of work.
 - vii. During construction, the Contractor must meet or exceed the recommended design approaches of the Sheet Metal and Air Conditioning National Contractors Association (SMACNA) IAQ Guideline for Occupied Buildings Under Construction, 1995, Chapter 3.
 - viii. Contractor must protect any absorptive materials that are installed or stored onsite from moisture damage.
 - ix. If air handlers are used during construction, the Contractor must provide filtration media with a Minimum Efficiency Reporting Value (MERV) of 8 at each return air grill, as determined by the ASHRAE (American Society of Heating, Refrigeration and Air-Conditioning Engineers) 52.2-1999 standard.
- s. CLEAN-UP. Upon completion of Tenant Improvements, Landlord (directly or through its Contractor) shall remove all debris and surplus material and thoroughly clean the work area and any common areas impacted by the work.

Except as otherwise set forth herein, and to the extent necessary to give effect to the provisions hereof, the terms and conditions of the Original Lease shall remain unmodified and in full force and effect. If any provision of the specifications related to the work to be performed under this Modification are in conflict with the Original Lease and any Modification, the interpretation most beneficial to the County, with the best quality construction, shall apply unless waived in writing by the County.

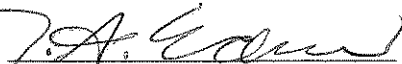
IN WITNESS WHEREOF, the parties hereto have executed this Modification on the dates appearing below their respective signatures.

LANDLORD:

TENANT:

Embarcadero Business Park, LLC
a limited liability company

COUNTY OF ALAMEDA

By: 
its: Managing Member
Date: 10/22/12

By: _____
President, Board of Supervisors
Date: _____

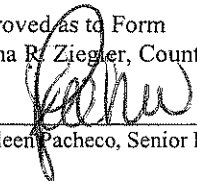
Approved as to Form
Donna R. Ziegler, County Counsel
By: 
Kathleen Pacheco, Senior Deputy County Counsel

EXHIBIT A

		NOVEMBER																																						
TH	F	SA	SU	M	T	W	TH	F	SA	SU	M	T	W	TH	F	SA	SU	M	T	W	TH	F	SA	SU	M	T	W	TH	F	SA	SU	M	T							
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	1	2	3	4	5	6	7	8	9	10	11

Information from Carpet Installer IDS re carpet fiber weight/quality

Confirm Carpet Selection, County Pricing

Board Approval of Project

Meeting with Painter and Pivot re furniture to be moved

Meeting with Architect re paint color selection

MSDS Sheets collected

Communications

Salvage

Painters start

Carpet Starts

Clean Space

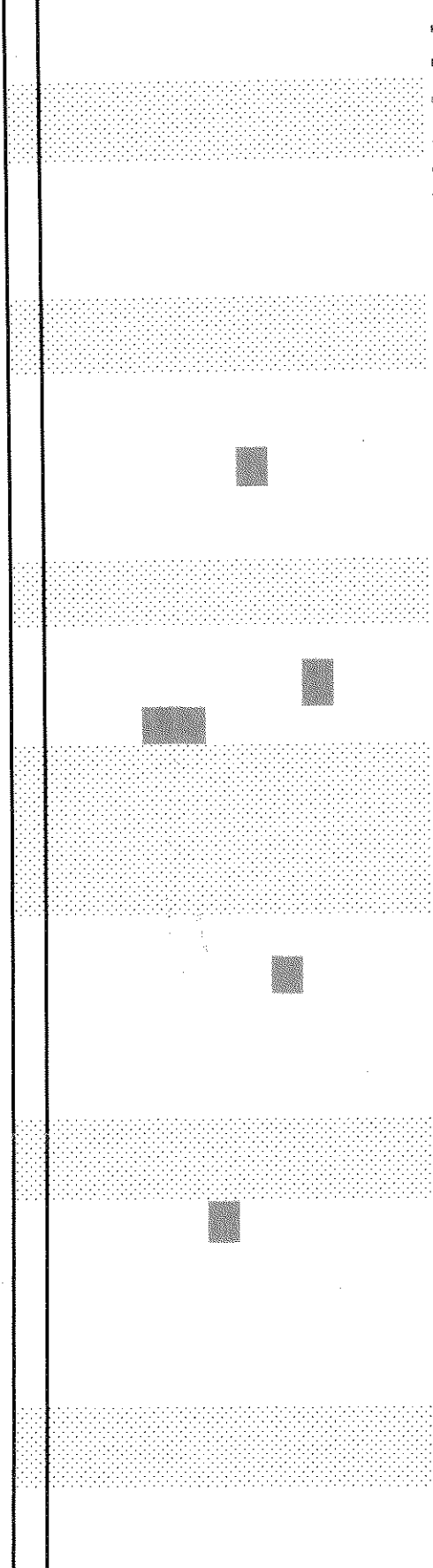


EXHIBIT A

		JANUARY																												
T	W	TH	F	SA	SU	M	T	W	TH	F	SA	SU	M	T	W	TH	F	SA	SU	M	T	W	TH							
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31

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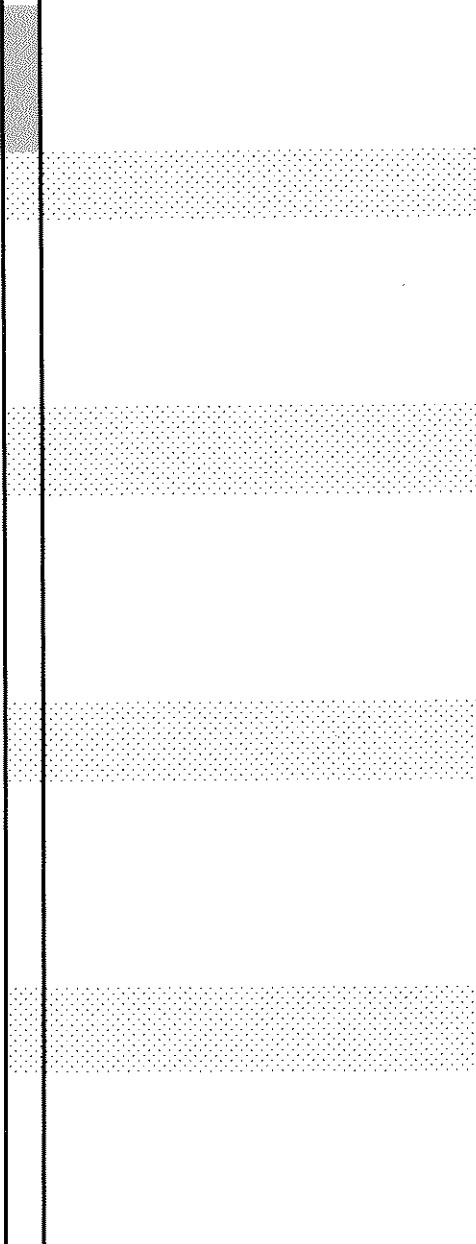


EXHIBIT B

Alameda County Approved Green Carpet Specifications

Manufacturer	Backing Name	Type	Backing Material	Recommended Adhesive Name	Recommended Adhesive Application*
Bentley Prince Street	High PerformancePC	Broadloom	Latex	HealthBond 1500 Ultra Green Plus	Site-applied wet
Bentley Prince Street	NexStep Cushion Tile	Modular	Polyurethane with attached cushion	HealthBond Encore 8700	Site-applied wet
Bentley Prince Street	Prestige PlusRC	Broadloom	Polyurethane with attached cushion	HealthBond 1500 Ultra Green Plus	Site-applied wet
Cambridge	Nexterra	Modular	PET and Glass		
Interface	NexStep	Modular	Polyurethane		
J+J/Invision	Eko	Modular	Polyurethane	Commercial Premium Modular Adhesive	Site-applied wet
J+J/Invision	Premier Bac Plus	Broadloom	Latex	Commercial Premium Carpet Adhesive	Site-applied wet

					Performance	
Manufacturer	Backing Name	Type	Backing Material	Recommended Adhesive Name	Recommended Adhesive Application*	
Mohawk	Resin 8 RC Modular Tile	Modular	Thermoplastic	Self-Lock	Pre-applied adhesive	
Mohawk	Resign 8 RE Modular Tile	Modular	Thermoplastic	Selfloc	Pre-applied adhesive	
Mohawk	Unibond (LEES only)	Broadloom	Thermoplastic	Lees Wet Set	Site applied Wet	
Mohawk	Unibond RE (LEES Brand only)	Broadloom	Thermoplastic	Lees Wet Set	Site-applied wet	
Mohawk	UPS RE and UPS RE BLOC (Bigelow, Karastan only)	Broadloom	Integrated face/back	TMG NuBroadlok Premium Multipurpose	Site-applied wet	
Mohawk	Woven Nylon (Bigelow, Karastan only)	Broadloom	Interfaced face/back	TMG NuBroadlok Premium Multipurpose	Site-applied wet	
Shaw	Ecologix Tile	Broadloom	Thermoplastic polyolefin	Style number 5000 or 5100 adhesive pressure sensitive Style number 5000 or 5100 adhesive pressure sensitive	Site-applied wet	

Note: All carpets with platinum rating contain at least 10% post-consumer recycled content.

Definitions:

- **Site-applied wet:** either Low VOC or solvent free, the adhesive is applied onto the ground wet and carpet is placed when the glue becomes tacky.
- **Pre-applied adhesive:**
 - Self-Lock System is available exclusively on Mohawk carpets backed with Encycle (Thermoplastic);
 - Mill applied adhesive is pre-applied onto the Tandus carpet backing.
- **Non-wet, tab:** Interface Tactile System is adhesive free, using small tabs to hold the corner bottoms of carpet in place.
- **No adhesive:** Milliken's TrackBack system is a bio-based, adhesive-free modular installation system that eliminates off-gassing and Volatile Organic Compounds (VOCs)

EXHIBIT C

Behavioral Health Care

	PAINT		CARPET		
	Bay City	Zelinsky	Conklin	Interior Designs	Baxley
Suite 302 Paint*	\$ 8,200.00	\$ 13,328.00			
Suite 302 Carpet & Base			\$ 22,883.00	\$ 31,870.00	26299
Suite 302 VCT Kitchen			\$ 1,199.00	\$ 600.00	\$ 784.00
	<u>\$ 8,200.00</u>	<u>\$ 13,328.00</u>	<u>\$ 24,082.00</u>	<u>\$ 32,470.00</u>	<u>\$ 27,083.00</u>
SUITE 302 / 2000 Building		TOTAL			
Paint Estimate		\$ 8,200.00			
Carpet Estimate		\$ 24,082.00			
Flooring - new ply	est	\$ 1,000.00			
re - oil doors	incl	\$ -			
Building Maintenance	cover plates	\$ 500.00			
Subtotal		<u>\$ 33,782.00</u>			
Contingency 10%		\$ 3,378.20			
Subtotal		<u>\$ 37,160.20</u>			
CM FEE 5%		\$ 1,858.01			
Subtotal		<u>\$ 39,018.21</u>			
Architect Design		\$ 1,500.00			
TOTAL		<u>\$ 40,518.21</u>			

* Inc remove wall paper in two offices/repair/paint