

**AMENDMENT NO. 2 TO FACILITIES LEASE  
BY AND BETWEEN  
MODESTO CITY SCHOOLS  
AND ACME CONSTRUCTION COMPANY, INC.**

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This Amendment No. 2 to the Facilities Lease ("First Amendment") is made and entered into this 30th day of November 2020 ("Effective Date") by and between the Modesto City Schools ("District") and Acme Construction Company, Inc. ("Developer") (collectively, the "Parties") as follows:

**RECITALS**

**WHEREAS**, the Parties entered into a Facilities Lease, on or about June 22, 2020, pertaining to the Bret Harte 50s Wing Fire Reconstruction and Wilson Cafeteria Construction Project ("Project") at Bret Harte and Wilson Elementary Schools ("Project Site"); and

**WHEREAS**, the Parties intend for the Project to proceed in two (2) increments and the Developer will bid the trade contracts separately, per increment:

- Increment 1 – New 50s wing classroom building construction at Bret Harte Elementary School because of a fire and
- Increment 2 – New modular cafeteria building and site improvements at Wilson Elementary School; and

**WHEREAS**, on or about September 8, 2020, the Parties entered into an Amendment No. 1 to the Facilities Lease and accompanying Contract Documents to, among other things, account for the Guaranteed Maximum Price for Increment 1, the Construction Schedule, and the Schedule of Values.

**WHEREAS**, at this time, the Parties desire to amend and supplement the Facilities Lease and accompanying Contract Documents to, among other things, account for the Guaranteed Maximum Price for Increment 2 and changes to the Construction Schedule and the Schedule of Values.

**NOW, THEREFORE**, the Parties agree as follows:

**TERMS**

**Section I. Amendments, Supplements, and Exhibits to Facilities Lease.**

1. **Exhibit C** Guaranteed Maximum Price and Other Project Cost, Funding, and Payment Provisions to the Facilities Lease is amended such that the existing Exhibit C is struck and replaced with the amended Exhibit C, which is attached hereto as **EXHIBIT "1"** and incorporated herein by this reference. All references to Exhibit C in the Facilities Lease shall mean and refer to Exhibit "1" hereto. As stated therein, the Guaranteed Maximum Price, for which the Developer will cause Increment 1 and 2 of the Project to be constructed in accordance with the Facilities Lease, is Six Million Four Hundred Fourteen Thousand and No/100 Dollars (\$6,414,000.00).
2. **Exhibit F** (Construction Schedule) to the Facilities Lease is amended such that **EXHIBIT "2"**, attached hereto and incorporated herein by this reference, is added as Exhibit F. All references to Exhibit F in the Facilities Lease shall mean and refer to **Exhibit "2"** hereto.

3. **Exhibit G** (Schedule of Values) to the Facilities Lease is amended such that the **EXHIBIT "3"**, attached hereto and incorporated herein by this reference, is added as Exhibit G. All references to Exhibit G in the Facilities Lease shall mean and refer to **Exhibit "3"** hereto.

**Section II. All Other Provisions Reaffirmed.**

All other provisions of the Facilities Lease shall remain in full force and effect and are hereby reaffirmed. If there is any conflict between this Second Amendment and any provision of the Facilities Lease, the provisions of this Second Amendment shall control.

**IN WITNESS WHEREOF**, the Parties have caused this Amendment No. 2 to the Facilities Lease to be executed by their respective officers who are duly authorized, as of the Effective Date.

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

Dated: December \_\_\_, 2020

Dated: December \_\_\_, 2020

MODESTO CITY SCHOOLS

ACME CONSTRUCTION COMPANY, INC.

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

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

Name: Tim Zearley

Name: Philip Mastagni

Title: Associate Superintendent, Business  
Services  
Chief Business Official

Title: President

**EXHIBIT "1"**

**EXHIBIT C**

**GUARANTEED MAXIMUM PRICE AND  
OTHER PROJECT COST, FUNDING, AND PAYMENT PROVISIONS**

**See attached.**

## **EXHIBIT C**

### **GUARANTEED MAXIMUM PRICE AND OTHER PROJECT COST, FUNDING, AND PAYMENT PROVISIONS**

#### **1. Site Lease Payments**

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

#### **2. Guaranteed Maximum Price**

Pursuant to the Facilities Lease, Developer will cause the Project to be constructed for Six Million, Four Hundred Fourteen Thousand Dollars (\$6,414,000) ("Guaranteed Maximum Price").

##### **2.1 Cost of the Work**

The term Cost of the Work shall mean the costs necessarily incurred in the proper performance of the Work contemplated by the Contract Documents. Such costs shall be at rates no higher than the standard paid at the place of the Project except with the prior consent of the District. The Cost of the Work shall include only the items set forth in this Section 2 and approved by the District.

##### **2.1.1 General Conditions**

The General Conditions as set forth in **Attachment 1** hereto shall be included in a progress billing as incurred. Said rates shall include all costs for labor, equipment and materials for the items identified therein which are necessary for the proper management of the Project, and shall include all costs paid or incurred by Developer for insurance, permits, taxes, and all contributions, assessments and benefits, holidays, vacations, retirement benefits, incentives to the extent contemplated in **Attachment 1**, whether required by law or collective bargaining agreements or otherwise paid or provided by Developer to its employees. 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 District shall be entitled to a reduction in the cost of General Conditions based on the rates set forth in **Attachment 1**.

##### **2.1.2 Subcontract Costs**

Payments made by Developer to Subcontractors (inclusive of the Subcontractor's bonding, if required, and insurance costs, which shall be included in the subcontract amount), which payments shall be made in accordance with the requirements of the Contract Documents.

### **2.1.3 Developer-Performed Work**

Costs incurred by Developer for self-performed work at the direction of District or with the District's prior approval, as follows:

**2.1.3.1** Actual costs to Developer of wages of construction workers, excluding all salaried and/or administrative personnel, directly employed by Developer to perform the construction of the Work at the site.

**2.1.3.2** Wages or salaries and customary benefits, such as sick leave, medical and health benefits, holidays, vacations, incentive programs, and pension plans of Developer's field supervisory, safety and administrative personnel when stationed at the site or stationed at Developer's principal office, only for that portion of their time required for the Work.

**2.1.3.3** Wages and salaries and customary benefits, such as sick leave, medical and health benefits, holidays, vacations, incentive programs and pension plans of Developer's supervisory or administrative personnel engaged at factories, workshops or on the road, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

**2.1.3.4** Costs paid or incurred by Developer for taxes, insurance, contributions, assessments required by law or collective bargaining agreements and for personnel not covered by such agreements, and for customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Subparagraphs 2.1.3.1 through 2.1.3.3.

**2.1.3.5** Costs, including transportation and storage, of materials and equipment incorporated in the completed construction, including costs of materials in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the District's property at the completion of the Work or, at the District's option, shall be sold by Developer. Any amounts realized from such sales shall be credited to the District as a deduction from the Cost of the Work.

**2.1.3.6** Costs, including transportation and storage, installation, maintenance, dismantling and removal of materials, supplies, machinery and equipment not customarily owned by construction workers, that are provided by Developer at the site and fully consumed in the performance of the Work; and cost (less salvage value) of such items if not fully consumed, whether sold to others or retained by Developer. Cost for items previously used by Developer shall mean fair market value.

**2.1.3.7** Rental charges for temporary facilities, machinery, equipment, vehicles and vehicle expenses, and hand tools not customarily owned by construction workers that are provided by Developer at the site, whether rented from Developer or others, and the costs of transportation, installation, minor repairs and replacements, dismantling and removal thereof and costs of Developer's Project field office, overhead and general expenses including office supplies, parking, office equipment, and software. Rates and quantities of equipment rented shall be subject to the District's prior approval.

**2.1.3.8** Costs of removal of debris from the site, daily clean-up costs and dumpster charges not otherwise included in the cost of the subcontracts which exceeds the clean-up provided under the General Conditions.

**2.1.3.9** Costs of that portion of the reasonable travel, parking and subsistence expenses of Developer's personnel incurred while traveling and discharging duties connected with the Work.

**2.1.3.10** Costs of materials and equipment suitably stored off the site at a mutually acceptable location, if approved in advance by the District.

#### **2.1.4 Allowances**

Because it is impossible at the time of execution of the Facilities Lease to determine the exact cost of performing certain tasks, the Cost of the Work shall include the following Allowances for the Tasks/Work as noted here:

<b>Task/Work</b>	<b>Allowance Amount</b>
Jobsite Security – Bret Harte Elementary School	\$26,000.00
Jobsite Security – Wilson Elementary School	\$26,000.00
Total Allowance Amount	\$52,000.00

The District shall have sole discretion to authorize all expenditures from the Allowances. The District shall process expenditures from the Allowances in the form of an Allowance Expenditure Directive ("AED"). The Allowances are included in the Guaranteed Maximum Price. Any unused Allowance or unused portion thereof shall be deducted from the Cost of the Work pursuant to **Exhibit D** to this Facilities Lease to the benefit of the District.

#### **2.1.5 Miscellaneous Costs**

**2.1.5.1** Where not included in the General Conditions, and with the prior approval of District, costs of document reproductions (photocopying and blueprinting expenses), long distance telephone call charges, postage, overnight and parcel delivery charges, telephone costs including cellular telephone charges, facsimile or other

communication service at the Project site, job photos and progress schedules, and reasonable petty cash expenses of the site office. Developer shall consult with District to determine whether District has any vendor relationships that could reduce the cost of these items and use such vendors whenever possible.

**2.1.5.2** Sales, use, gross receipts, local business and similar taxes imposed by a governmental authority that are related to the Work.

**2.1.5.3** Fees and assessments for permits, plan checks, licenses and inspections for which Developer is required by the Contract Documents to pay including, but not limited to, permanent utility connection charges, street use permit, street use rental, OSHA permit and sidewalk use permit and fees.

**2.1.5.4** Fees of laboratories for tests required by the Contract Documents.

**2.1.5.5** Deposits lost for causes other than Developer's or its subcontractors' negligence or failure to fulfill a specific responsibility to the District as set forth in the Contract Documents.

**2.1.5.6** Expenses incurred in accordance with Developer's standard personnel policy for relocation and temporary living allowances of personnel required for the Work if approved in advance by District.

**2.1.5.7** Where requested by District, costs or expenses incurred by Developer in performing design services for the design-build systems.

**2.1.5.8** Other costs incurred in the performance of the Work if, and to the extent, approved in advance by District.

**2.1.5.9** Costs due to emergencies incurred in taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and/or property.

**2.1.5.10** Provided all other eligible costs have been deducted from the contingency and as part of the calculation of amounts due Developer for Final Payment, costs of repairing and correcting damaged or non-conforming Work executed by Developer, Subcontractors or suppliers, providing that such damage or non-conforming Work was not caused by negligence or failure to fulfill a specific responsibility of Developer and only to the extent that the cost of repair or correction is not recovered by Developer from insurance, sureties, Subcontractors or suppliers.

### **2.1.6 Excluded Costs**

The following items are considered general overhead items and shall not be billed to the District:

**2.1.6.1** Salaries and other compensation of Developer's personnel stationed at Developer's principal office or offices other than the Project Field Office, except as specifically provided in Subparagraphs 2.1.3.2. and 2.1.3.4.

**2.1.6.2** Expenses of Developer's principal office and offices other than the Project Field Office.

**2.1.6.3** Overhead and general expenses, except as may be expressly included in this Section 2.

**2.1.6.4** Developer's capital expenses, including interest on Developer's capital employed for the Work.

**2.1.6.5** Costs that would cause the Guaranteed Maximum Price (as adjusted by Change Order) to be exceeded.

### **2.1.7 Developer's Fee**

Five and a half percent (5.5%) of the Cost of the Work as described in Section 2.1.

### **2.1.8 Bonds and Insurance**

For insurance and bonds required under this Facilities Lease (exclusive of those required by Subcontractors, which costs are included in the subcontract amounts), that portion of insurance and bond premiums which are directly attributable to this Contract, which shall be calculated at a rate of one and four-tenths percent (1.40%) of the Cost of the Work for insurance and seventy-six-hundredths percent (0.76%) of the Cost of the Work for payment and performance bonds.

### **2.1.9 Contingency**

**2.1.9.1** The Guaranteed Maximum Price includes a Contingency of approximately ten percent (10%) of the Cost of the Work as described in Section 2.1.1, 2.1.2, and 2.1.3 for potential additional construction costs for unforeseen conditions that occur over the course of construction and/or scope gaps between the subcontract categories of the Work.

**2.1.9.2** The Contingency is not intended for such things as scope changes.

**2.1.9.3** The Contingency shall not be used without the agreement of the District.



**2.1.9.4** The unused portion of the Contingency shall be considered as cost savings and retained by the District at the end of the Project.

**2.2** The Guaranteed Maximum Price will consist of the amounts to be identified in **Attachment 2** to this **Exhibit C**. Except as indicated herein for modifications to the Project approved by the District, Developer will not seek additional compensation from District in excess of Guaranteed Maximum Price. District shall pay the Guaranteed Maximum Price to Developer in the form of Tenant Improvement Payments and Lease Payments as indicated herein.

### **2.3 Total Payment**

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

### **2.4 Changes to Guaranteed Maximum Price**

**2.4.1** The Parties acknowledge that the Guaranteed Maximum Price, including all Phase GMPs, is based on the Construction Documents, including the plans and specifications, as identified in **Exhibit D** to the Facilities Lease.

**2.4.2** As indicated in the Facilities Lease, the Parties may add to or remove from the project specific scopes of work. Based on these change(s), the Parties may agree to a reduction or increase in the Guaranteed Maximum Price, including all Phase GMPs. If a cost impact of a change is agreed to by the Parties, it shall be paid upon the payment request from Developer for the work that is the subject of the change in accordance with the provisions of **Exhibit D**. The amount of any change to the Guaranteed Maximum Price and/or Phase GMPs shall be calculated in accordance with the provisions of **Exhibit D** to this Facilities Lease.

**2.4.3** The Parties agree to reduce the Guaranteed Maximum Price, or Phase GMPs as appropriate, for the unused portion of Developer Contingency, if any.

#### **2.4.4 Cost Savings**

Developer shall work cooperatively with Architect, Construction Manager, subcontractors and District, in good faith, to identify appropriate opportunities to reduce the Project costs and promote cost savings. Any identified cost savings from the Guaranteed Maximum Price shall be identified by Developer and approved in writing by the District. In the event Developer realizes a savings on any aspect of the Project, such savings shall be added to the Contingency and expended consistent with the Contingency. In addition, any portion of Allowance remaining after completion of the Project shall be added to the Contingency. If any cost savings require revisions to the Construction Documents, Developer shall work with the District and Architect with respect to revising the Construction Documents and, if necessary, obtaining the approval of DSA with respect to those revisions. Developer shall be entitled to an adjustment of Contract Time for delay in completion caused by any cost

savings adopted by District pursuant to **Exhibit D**, if requested in writing before the approval of the cost savings.

**2.4.5** If the District exercises its Purchase Option pursuant to this **Exhibit C**, any reduction in the Guaranteed Maximum Price resulting from that exercise of the Purchase Option, if any, shall be retained in full by the District and shall not be shared with Developer.

### **3. Tenant Improvement Payments**

Prior to the District's taking delivery or occupancy of the Project, the District shall pay to Developer an amount equal to the Guaranteed Maximum Price as modified pursuant to the terms of the Facilities Lease, including **Exhibit C** and **Exhibit D**, less the Lease Payments ("Tenant Improvement Payments"). Tenant Improvement Payments will be processed based on the amount of Work performed according to the Developer's Schedule of Values (**Exhibit G** to the Facilities Lease) and pursuant to the provisions in **Exhibit D** to the Facilities Lease, including withholding for or escrow of retention of five percent (5%) of the Guaranteed Maximum Price.

The District shall withhold two and one-half percent (2.5%) from each of the Tenant Improvement Payments. The withholding for the Loan Amount shall be separate from and in addition to withholding for or escrow of retention.

### **4. Lease Payments**

Upon execution of the Memorandum of Commencement Date, the form of which is attached to the Facilities Lease as **Exhibit E**, the District shall commence making lease payments to Developer in accordance with the Schedule attached hereto as **Attachment 3**.

**4.1** The Lease Payments shall be consideration for the District's rental, use, and occupancy of the Project and the Project Site and shall be made in monthly installments as indicated in the Schedule of Lease Payments attached hereto as **Attachment 3** for the duration of the lease term of four (4) months, with the first Lease Payment due ninety (90) days after execution of the Memorandum of Commencement Date.

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

#### **4.3 Fair Rental Value**

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

#### **4.4 Each Lease Payment Constitutes a Current Expense of the District**

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

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

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

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

**4.4.5** Developer cannot, under any circumstances, accelerate the District's payments under the Facilities Lease.

#### **5. District's Purchase Option**

**5.1** If the District is not then in uncured Default hereunder, the District shall have the option to purchase not less than all of the Project in its "as-is, where-is" condition and terminate this Facilities Lease and Site Lease by paying the balance of the "Loan Amount" identified in **Attachment 3**, which is exclusive of interest that would have otherwise been owed, as of the date the option is exercised ("Option Price"). Said payment shall be made on or before the date on which the District's lease payment would otherwise be due for that month ("Option Date").

**5.2** District shall provide to Developer a written notice no less than ten (10) days prior to the Option Date. The notice will include that District is exercising its option to purchase the Project as set forth above on the Option Date. If the District exercises this option, the District shall pay directly to Developer the Option Price on or prior to the Option Date and Developer shall at that time deliver to District an executed Termination Agreement and Quitclaim Deed in recordable form to terminate this

Facilities Lease and the Site Lease. District may record all such documents at District's cost and expense.

**5.3** Under no circumstances can the first Option Date be on or before ninety (90) days after Developer completes the Project and the District accepts the Project.

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**ATTACHMENT 1**

**GENERAL CONDITIONS COSTS**

	Bret Harte	Wilson	
	Elementary	Elementary	
	<u>School</u>	<u>School</u>	<u>Total</u>
Supervision	\$ 144,600	\$ 43,500	\$ 188,100
Construction Facilities	17,400	\$ 7,500	24,900
Temporary Facilities	54,600	\$ 9,600	64,200
Site Conditions/Safety	53,400	\$ 23,400	76,800
Site Clean Up	<u>57,000</u>	<u>\$ 16,200</u>	<u>73,200</u>
Total General Conditions Costs	<u>\$ 327,000</u>	<u>\$ 100,200</u>	<u>\$ 427,200</u>

## ATTACHMENT 2

### GUARANTEED MAXIMUM PRICE

#### Preconstruction Services Cost - \$0

**Phase 1 – New 50s wing classroom building construction at Bret Harte Elementary School**

**Phase 2 – New modular cafeteria building and site improvements at Wilson Elementary School**

	Bret Harte Elementary School	Wilson Elementary School	Total
Subcontractors Total	\$ 3,134,735	\$ 1,797,844	\$ 4,932,579
General Conditions	327,000	100,200	427,200
Developer Fee	190,395	104,393	294,788
Liability	18,261	10,012	28,273
Risk	33,034	18,112	51,146
Bonds	<u>28,146</u>	<u>15,432</u>	<u>43,578</u>
Contractor Total	3,731,571	2,045,993	5,777,564
Allowance - Jobsite Security	<u>26,000</u>	<u>26,000</u>	<u>52,000</u>
Subtotal after Allowances	3,757,571	2,071,993	5,829,564
Contingency	<u>376,429</u>	<u>208,007</u>	<u>584,436</u>
Total Guaranteed Maximum Price	<u><b>\$ 4,134,000</b></u>	<u><b>\$ 2,280,000</b></u>	<u><b>\$ 6,414,000</b></u>

**ATTACHMENT 3**  
**SCHEDULE OF LEASE PAYMENTS**

**Amortization Schedule**

Loan Amount:     \$ 160,350.00  
Interest:           2% Annual  
Term in Months    4.00  
Payment  
Frequency          Monthly

<b><u>Payment #</u></b>	<b><u>Total Payment</u></b>	<b><u>Principal Payment</u></b>	<b><u>Interest Payment</u></b>	<b><u>Balance</u></b>
1	\$ 40,388.96	\$ 39,585.87	\$ 803.09	\$120,764.13
2	\$ 40,388.96	\$ 40,187.69	\$ 201.27	\$ 80,576.44
3	\$ 40,388.96	\$ 40,254.67	\$ 134.29	\$ 40,321.77
4	\$ 40,388.96	\$ 40,321.77	\$ 67.19	\$ 0.00
<b>Totals</b>	<b>\$161,555.84</b>	<b>\$160,350.00</b>	<b>\$1,205.84</b>	

**EXHIBIT "2"**

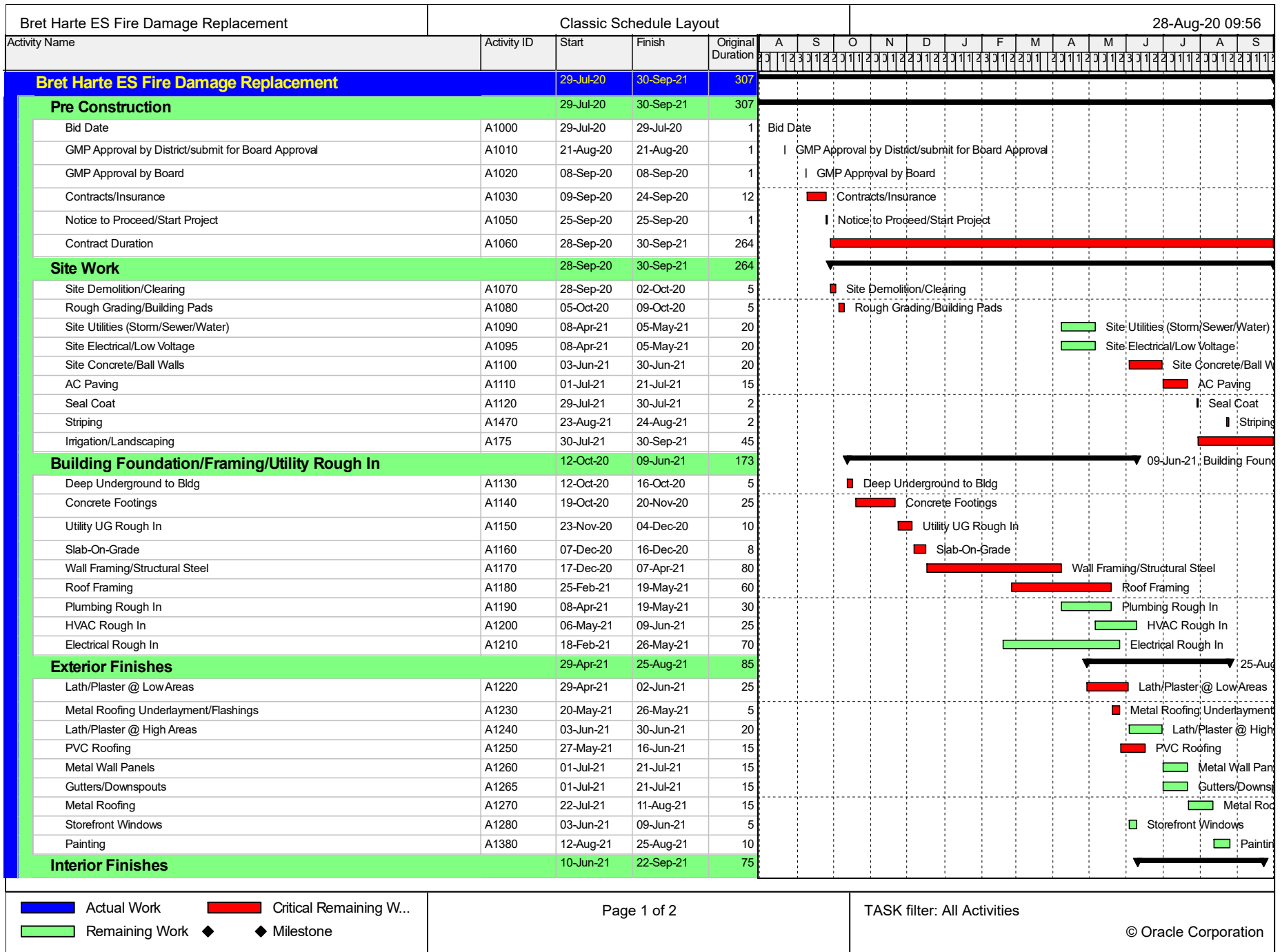
**EXHIBIT F**

**CONSTRUCTION SCHEDULE**

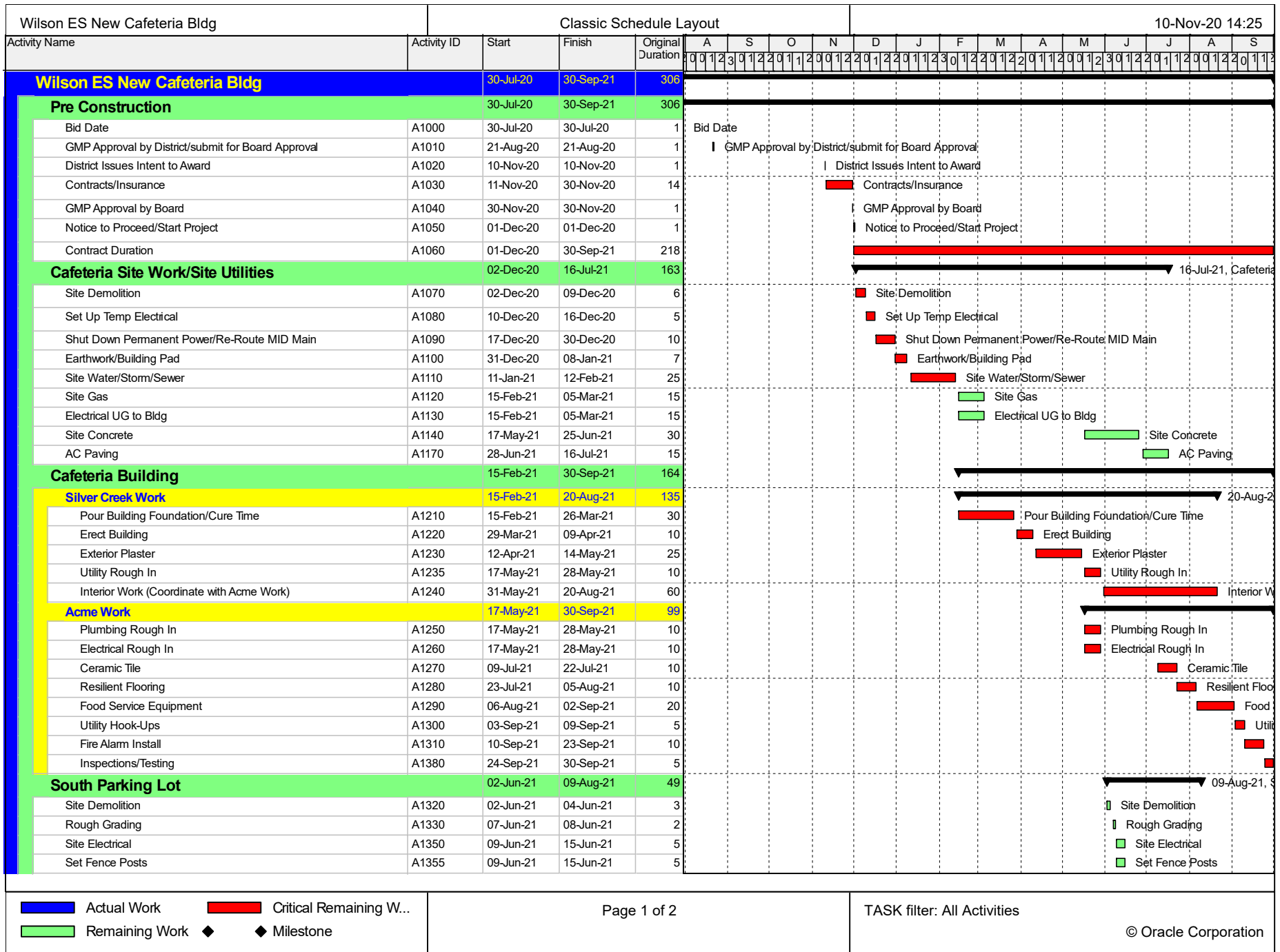
**Attached are detailed Project Construction Schedules with a duration no longer than the Contract Time, and with specific milestones that Developer shall meet.**

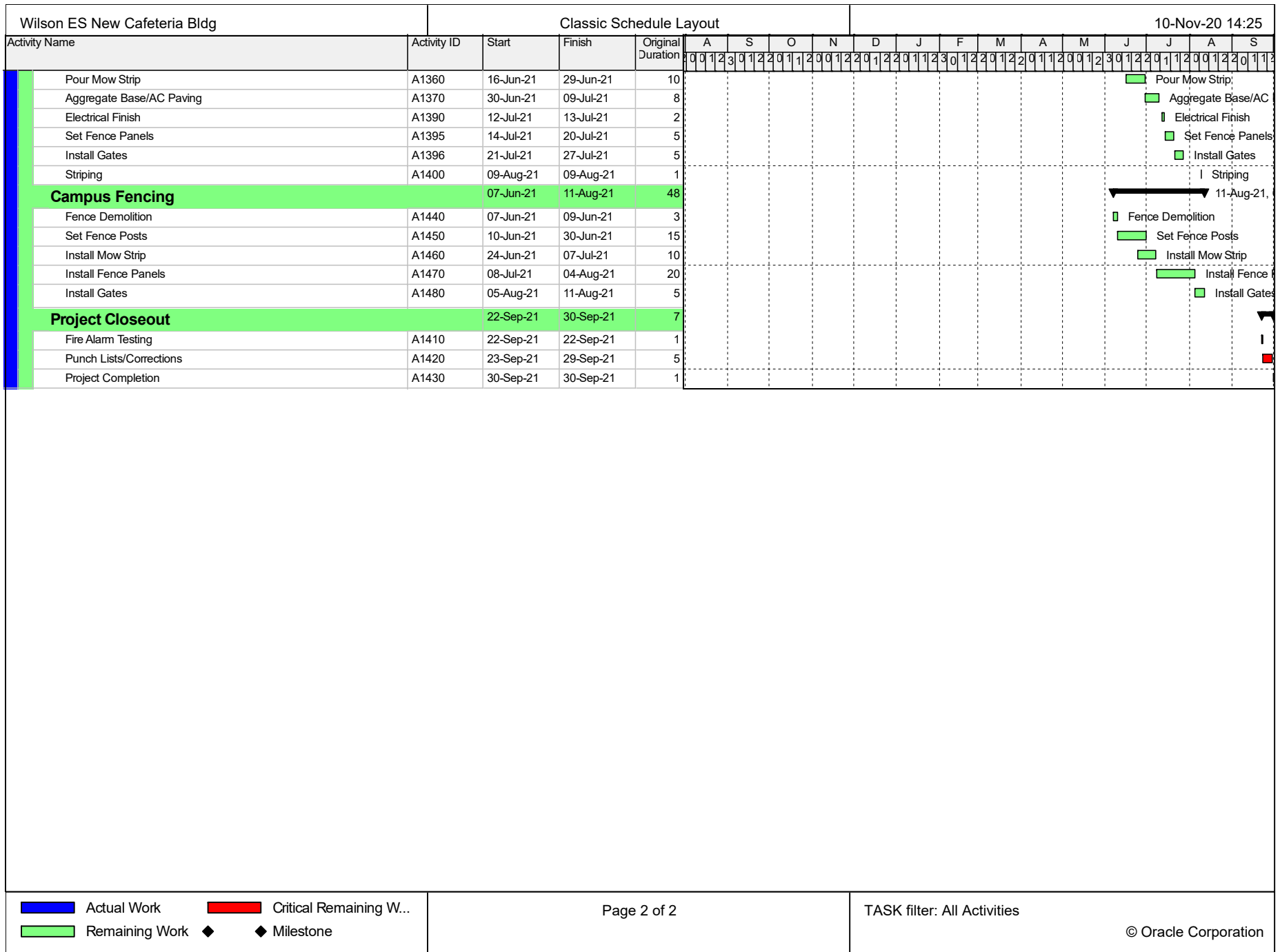
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Bret Harte ES Fire Damage Replacement			Classic Schedule Layout						28-Aug-20 09:56																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																						
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**EXHIBIT "3"**

**EXHIBIT G**

**SCHEDULE OF VALUES**

Bret Harte 50s Wing Fire Reconstruction	\$4,134,000
Wilson Cafeteria Construction	<u>2,280,000</u>
Total Project	<u>\$6,414,000</u>

**Attached are detailed Schedules of Values that comply with the requirements of the Construction Provisions (Exhibit "D") and that have been approved by the District.**

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**SCHEDULE OF VALUES**  
**ACME CONSTRUCTION COMPANY, INC.**  
**BRET HARTE 50S WING FIRE RECONSTRUCTION AND WILSON CAFETERIA CONSTRUCTION PROJECT**  
**INCREMENT 1: BRET HARTE 50S WING FIRE RECONSTRUCTION**

SPEC #	CRAFT	PRICE
01720	Construction Staking	\$ 9,490.00
01802	SWPP Inspection	18,150.00
No Spec	Site Clearing/Demolition	18,500.00
	Temporary Road	16,000.00
02200/02511	Earthwork/AC Paving	117,400.00
	AC Trench Patching	7,500.00
No Spec	Striping/Sealer	7,800.00
02400/02710	Site Utilities (Storm, Sewer, Water)	95,420.00
	Off Haul Spoils	10,000.00
02810/02900/02930	Irrigation/Landscaping/Sod	47,412.00
	Irrigation Swale @ Existing Field	3,934.00
	Irrigation/Landscaping Repair (not shown)	16,284.00
	Chain Link Repair	8,000.00
	Tetherball Posts	3,000.00
03000	Site Concrete	60,000.00
03200	Rebar	26,795.00
07195/03300/03350	Building Concrete/Vapor Barrier	255,587.00
	Off Haul Spoils	10,000.00
03920	Polished Concrete	19,710.00
04220	Masonry	19,220.00
Div 5	Structural Steel/Misc. Metal	87,665.00
	Ladders	1,513.00
06100	Rough Carpentry	518,853.00
06180	Glue Laminated Beams	Inc. Below
06184	Structural Lumber	39,171.00
06200	Finish Carpentry	49,627.00
07210	Building Insulation	24,575.00
07413	Metal Roof & Wall Panels	185,665.00
	GSM Gutters - 16 gauge	13,305.00
07600/07542	Thermoplastic Membrane Roofing (PVC)	82,380.00
07720	Roof Hatch	2,243.00
07920	Joint Sealers	8,165.00
No Spec	Hardi Board Soffits	28,000.00
08111	Hollow Metal Doors and Frames	36,650.00
08710	Finish Hardware	Inc.
08740	Access Control Hardware	NIC
08800	Aluminum Storefront/Glazing	28,845.00
	Aluminum Sill	3,000.00
08310	Access Panels and Frames	1,396.00
No Spec	Overhead Roll Up Door	8,740.00
09220/0750	Lath and Plaster/Flexible Flashing	71,760.00
07270	Self-Adhering Water Resistive Air Barrier Membrane	Inc. Above
09250	Gypsum Board	83,250.00
09255	Cement Board	Inc.
No Spec	Metal Stud Framing	6,105.00
09310	Ceramic Tile	37,596.00
09500	Vinyl Covered Tackboard	27,700.00
09510	Acoustical Ceiling	35,800.00
	Ceiling Wires	Inc. Above
09986	FRP Wall Finish	300.00
10260	Wall Protection	29,500.00

**SCHEDULE OF VALUES**  
**ACME CONSTRUCTION COMPANY, INC.**  
**BRET HARTE 50S WING FIRE RECONSTRUCTION AND WILSON CAFETERIA CONSTRUCTION PROJECT**  
**INCREMENT 1: BRET HARTE 50S WING FIRE RECONSTRUCTION**

SPEC #	CRAFT	PRICE
09650/09680	Resilient Flooring/Carpet	37,153.00
09 9000	Painting	21,900.00
09980	Interior Concrete Floor Sealer	900.00
10110	Markerboards	4,710.00
10165	Toilet Partitions	17,580.00
10800	Toilet Accessories	Inc.
10522	Fire Extinguishers and Cabinets	2,126.00
No Spec	TV's/TV Brackets OFCI - Install Labor	1,200.00
12300/12310	Casework/Solid Surface Countertops	64,036.00
	Window Trim	Inc.
12494	Roller Shades	5,580.00
10400	Signage	2,174.00
No Spec	Knox Box	500.00
Div 22	Plumbing/Site Gas	146,430.00
	Downspouts/Tie Ins	27,818.00
Div 23	HVAC	172,950.00
10200	Louvers and Vents	Inc.
07600	Sheet Metal	20,000.00
Div 16	Electrical & Low Voltage	427,672.00
	Subtotal	3,134,735.00
	General Conditions Lump Sum	327,000.00
	Acme Fee 5.50%	190,395.00
	Insurance Cost 0.50%	18,261.00
	Builders Risk Insurance 0.90%	33,034.00
	Pay & Performance Bonds 0.76%	28,146.00
	Subtotal	3,731,571.00
	ALLOWANCE - Jobsite Security	26,000.00
	Subtotal	3,757,571.00
	OWNER CONTINGENCY	376,429.00
	TOTAL GMP	\$ 4,134,000.00

## SCHEDULE OF VALUES

ACME CONSTRUCTION COMPANY, INC.

**BRET HARTE 50S WING FIRE RECONSTRUCTION AND WILSON CAFETERIA CONSTRUCTION PROJECT**

### INCREMENT 2: WILSON CAFETERIA CONSTRUCTION

SPEC #	CRAFT	PRICE
1905	Construction Staking	\$ 10,350.00
No Spec	SWPP Inspection	18,200.00
2070/2110	Site Clearing/Demolition/Off Site Demo	33,650.00
02200/02511	Earthwork/AC Paving	153,679.00
	AC Trench Patching	25,000.00
02760	Striping/Sealer	3,840.00
22400	Site Utilities (Storm, Sewer, Water)	161,775.00
	Off Haul Spoils	5,000.00
02830	Ornamental Fence & Gates	454,620.00
	Demo Fence	25,000.00
	Landscape Repair	5,000.00
	Relocate Containers	3,000.00
02515	Site Concrete	146,000.00
	Cooler/Freezer Slab/Foundation	14,500.00
	Off Haul Spoils	5,000.00
03200	Rebar	4,000.00
Div 5	Misc. Metal	12,962.00
06100	Rough Carpentry	2,500.00
06200	Finish Carpentry	5,000.00
07600	Sheet Metal	2,500.00
07920	Joint Sealers	11,618.00
08710	Finish Hardware (Gates)	5,195.00
09650	Resilient Flooring	44,318.00
	Moisture Test	1,065.00
09705	Ceramic Tile	33,907.00
09900	Painting	3,000.00
10400	Signage	2,340.00
11400	Food Service Equipment	245,095.00
	Refrigerator/Freezer Slab Insulation	750.00
Div 22	Plumbing/Site Gas	59,600.00
Div 23	HVAC	NIC
Div 16	Electrical & Low Voltage	253,720.00
	Temporary Power (14 days/24 hours per day)	45,660.00
	Subtotal	1,797,844.00
	General Conditions Lump Sum	100,200.00
	Acme Fee 5.50%	104,392.42
	Insurance Cost 0.50%	10,012.18
	Builders Risk Insurance 0.90%	18,112.04
	Pay & Performance Bonds 0.76%	15,432.26
	Contractor Total	2,045,992.90
No Spec	ALLOWANCE - Jobsite Security	26,000.00
	Subtotal	2,071,992.90
	OWNER CONTINGENCY	208,007.10
	TOTAL GMP	\$ 2,280,000.00