**AMENDMENT NO.5 TO LEASE LEASEBACK DOCUMENTS**

**1. FACILITIES LEASE BY AND BETWEEN JL CONSTRUCTION, AS LESSOR AND SAN LEANDRO UNIFIED SCHOOL DISTRICT AS LESSEE, DATED AS OF APRIL 10, 2019.**

This Amendment to Lease Leaseback Documents ("Amendment") is made and entered into this 5th day of February 2020 between JL Construction ("Contractor" or "Lessor") and the San Leandro Unified School District, a California public school district located in San Leandro, California ("District" or "Lessee") (collectively, the "Parties")

**RECITALS**

A. WHEREAS, Developer and District entered into the following two leases pursuant to Section 17406 of the Education Code of the State of California under which Developer is to provide for construction consisting of new modular classrooms at multiple District school sites. ("Project"):

1. Site Lease by And Between San Leandro Unified School District as Lessor and JL Construction as Lessee, dated as of April 10, 2019 ("Site Lease"); and

2. Facilities Lease by And Between JL Construction as Lessor and San Leandro Unified School District as Lessee, dated as of April 10, 2019 ("Facilities Lease").

(Collectively, with all incorporated exhibits, the "Lease Leaseback Documents"); and

B. WHEREAS, at the time the Facilities Lease was executed, it included only the preconstruction scope of services because the plans and specifications had not been approved by the Division of The State Architect ("DSA"). DSA has now approved the plans and specifications for the Increment One construction scope of work for the Roosevelt Elementary School site; and

C. WHEREAS, it is now the desire and intention of the Parties to amend the Lease Leaseback Documents as set forth below.

NOW, THEREFORE, in light of the foregoing facts and in further consideration of the promises and agreements of the Parties set forth herein below, it is mutually agreed as follows:

**TERMS AND CONDITIONS**

Except as revised herein, all other provisions of the Lease Leaseback Documents and/or addendum shall remain in full force and effect and are reaffirmed. If there is any conflict between this Amendment and any provision of the Lease Leaseback Documents, the provisions of this Amendment shall control.

1. **AMENDED EXHIBIT C-2 TO THE FACILITIES LEASE SHALL BE REPLACED WITH SECOND AMENDED EXHIBIT C-2, ATTACHED HERETO AS EXHIBIT A.**

2. **EXCLUSIONS AND CLARIFICATIONS FOR THE GUARANTEED PROJECT COST FOR THE ROOSEVELT INCREMENT 1 SITE, ATTACHED HERETO AS EXHIBIT B, SHALL BE ADDED TO EXHIBIT K TO THE FACILITIES LEASE.**

3. **EXHIBITS F-1 AND G-1, ATTACHED HERETO AS EXHIBIT C, SHALL BE ADDED TO THE FACILITIES LEASE.**

4. **EXHIBITS F-3 AND G-3, ATTACHED HERETO AS EXHIBIT D, SHALL BE ADDED TO THE FACILITIES LEASE.**

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

Dated: February 5, 2020

**SAN LEANDRO UNIFIED SCHOOL DISTRICT**

By: _____

Print Name: Aaron Kerrigan

Print Title: Director, Facilities & Operations

Dated: February 5, 2020

**JL CONSTRUCTION**

By: _____

Print Name: Jeff Luchetti

Print Title: President

**EXHIBIT A**

**SECOND AMENDED EXHIBIT C-2**
**TO**
**FACILITIES LEASE**

**PRELIMINARY SERVICES PAYMENTS, GUARANTEED PROJECT COST AND OTHER PROJECT COST, FUNDING, AND PAYMENT PROVISIONS FOR ROOSEVELT ELEMENTARY SCHOOL SITE INCREMENT 2**

**SECOND AMENDED EXHIBIT C-2**
**TO**
**FACILITIES LEASE**

**PRELIMINARY SERVICES PAYMENTS, GUARANTEED PROJECT COST AND OTHER PROJECT COST, FUNDING, AND PAYMENT PROVISIONS FOR ROOSEVELT ELEMENTARY SCHOOL SITE**

**1. Preliminary Services Payments**

**1.1.** If Contractor performs Preliminary Services for the District for the Project(s), the District shall pay to Contractor **One Hundred Fifty-Eight Thousand Nine Hundred Eighty-Eight Dollars ($158,988)** ("**Preliminary Services Payment(s)**"), based on the amount of Work satisfactorily performed and approved by the District.

**1.2.** The Preliminary Services Payment s include all costs and expenses for all time and materials required and expended to provide the specific Preliminary Services including but not limited to the costs of hiring sub-consultants, contractors and other professionals, review of the Project, Plans and Specifications, review and preparation of necessary documentation relating to the development of the Project, all travel-related expenses, as well as for meetings with District and its representatives, long distance telephone charges, copying expenses, salaries of Contractor staff and employees working on the Project, overhead, and any other reasonable expenses incurred by Contractor in performance of the Preliminary Services.

**1.3.** Each Preliminary Services Payment shall be paid within forth-five (45)) days upon submittal to (and verification by) the District of a monthly billing statement showing completion of the billed-for tasks.

**2. Site Lease Payments.** As indicated in the Site Lease, Contractor shall pay <u>One Dollar ($1.00)</u> per year to the District as consideration for the Site Lease.

**3. Guaranteed Project Cost (or Guaranteed Maximum Price) for Increment 1 only**. Pursuant to the Facilities Lease, Contractor will cause the Project to be constructed for **Five Million Six Hundred Fifty-Seven Thousand Two Hundred Twenty-Nine Dollars ($5,657,229)** ("**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:

**3.1. Cost to Perform Work.**

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

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

**3.2. 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.

**3.3. 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.

**3.4. Allowances.**

- Utility Locator - $3,600
- Contaminated Soil Off Haul - $15,000
- Misc. Demo/Salvage - $7,500
- Landscaping (DG and irrigation sleeves) - $10,000

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.

**3.5. Bonds and Insurance**. 2.5%

**3.6. Overhead and Profit**. 8%

**Sitework Contingency**. A Contingency of **One Hundred Forty-Five Thousand Eight Hundred Four Dollars ($145,804**) is included in the Guaranteed Project Cost and may be used in the District's sole discretion. If the District chooses to utilize all or a portion of the Contingency, the District shall notify the Contractor in writing in accordance with **Exhibit D** to the Master Facilities Lease. The unused portion of the Contingency shall be retained by the District at the end of the Project.

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

**4.1. Tenant Improvement Payments**. Prior to the District's taking delivery or occupancy of the Project, the District shall pay to Contractor **Five Million Two Hundred Four Thousand Six Hundred Fifty-One Dollars ($5,204,651)** ("**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 (**Exhibit G** to the Facilities Lease) and pursuant to the provisions in **Exhibit D** to the Facilities Lease.

**4.2. Lease Payments Plus Interest**. After the Parties execute the Memorandum of Commencement Date, attached to the Facilities Lease as **Exhibit E**, the District shall pay to **Four Hundred Fifty-Two Thousand Five Hundred Seventy-Eight Dollars ($452,578)** ("**Lease Payment(s)**") plus interest, as indicated below.

**4.2.1.** The Lease Payments plus interest 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.

**4.2.2.** The District represents that the total annual Lease Payment plus interest 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.

**4.2.3. Fair Rental Value**. District and Contractor have agreed and determined that the total Lease Payments plus interest 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.

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

**4.2.4.1.** The District and Contractor understand and intend that the obligation of the District to pay Lease Payments plus interest 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.

**4.2.4.2.** Lease Payments plus interest 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.

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

**4.2.4.4.** The District further covenants to in good faith 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 plus interest 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 plus interest 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 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.

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

**4.2.5.** The Lease Payment Amount shall be paid pursuant to the following structure and the annual interest rate shall be at **four-point five percent (4.5%):**

| Date of Payment | (A) Total Principal Due on Lease Payment | (B) Total Interest Due on Lease Payment | Total Lease Payment (A + B) |
|---|---|---|---|
| 30 days after execution of NOC | **$37,714.83** | **$ 4,148.63** | **$41,869.46** |
| 30 days thereafter | **$37,714.83** | **$ 3,771.48** | **$41,486.31** |
| 30 days thereafter | **$37,714.83** | **$ 3,394.33** | **$41,109.16** |
| 30 days thereafter | **$37,714.83** | **$ 3,017.19** | **$40,732.02** |
| 30 days thereafter | **$37,714.83** | **$ 2,640.04** | **$40,354.87** |
| 30 days thereafter | **$37,714.83** | **$ 2,262.90** | **$39,977.73** |
| 30 days thereafter | **$37,714.83** | **$ 1,885.74** | **$39,600.57** |
| 30 days thereafter | **$37,714.83** | **$ 1,508.59** | **$39,223.42** |
| 30 days thereafter | **$37,714.83** | **$ 1,131.44** | **$38,846.27** |
| 30 days thereafter | **$37,714.83** | **$ 754.30** | **$38,469.13** |
| 30 days thereafter | **$37,714.83** | **$ 377.15** | **$38,091.98** |
| 30 days thereafter | **$37,714.83** | **$ 0.00** | **$37,714.83** |

**4.2.6. Financed Portion of Lease Payments.** The District requires the Contractor to finance a portion of the Lease Payments and that financing is reflected in the table above.

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

**5. Changes to Guaranteed Project Cost.**

**5.1.** 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.

**5.2.** The Parties acknowledge that the Guaranteed Project Cost is based on the Construction Documents, including the Plans and Specifications, as identified in **Exhibit J-2** to the Facilities Lease.

**5.3. 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 DSA 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.

**ATTACHMENT ONE**
**GMP BREAKDOWN FOR ROOSEVELT SITE INCREMENT 2 ONLY, DATED DECEMBER 6, 2019**

JL CONSTRUCTION
JL MODULAR

| | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| | Estimate #: | **GMP** | | | Name: | **Roosevelt Elementary** | | | Loc: | **San Leandro, CA** |
| | Bldg Area: | | | | Site Area: | | | | Date: | **12/6/2019** |

| No. | Description of Work | List Sub | Subs Names | Design Phase | Increment 1 | Increment 2 | Total |
|---|---|---|---|---|---|---|---|
| 1 | General Conditions | | JL Construction | | 125,280 | 125,280 | 250,560 |
| 1a | Preconstruction Services | | JL Construction | 143,593 | | | 143,593 |
| 1b | Architecture Plans & Approvals | | JL Construction | | | | 0 |
| 1c | Survey | | MVE | | 12,740 | | 12,740 |
| 1d | Utility Locator | | | | 3,600 | | 3,600 |
| 1e | Erosion Control | | | | 23,000 | | 23,000 |
| 1f | Winterization | | | | 15,000 | | 15,000 |
| 2 | Site Protection | | | | 5,000 | | 5,000 |
| 2a | Earthwork (Grading, Paving, Utilities) | | Bay Cities | | 515,100 | | 515,100 |
| 2b | Bay Cities Contingency | | | | 50,000 | | 50,000 |
| 2c | Contaminated Soil Off Haul | | Allowance | | 15,000 | | 15,000 |
| 2d | Foundation Demo/Disposal | | | | | | 0 |
| 2e | Lift Station | | Bay Cities | | 63,730 | | 63,730 |
| 2f | Additional Mobilizations | | | | 7,000 | | 7,000 |
| 2g | Misc Demo / Salvage | | Allowance | | 7,500 | | 7,500 |
| 2h | Gas Line | | Bay Cities / Plumber | | 57,860 | | 57,860 |
| 2i | Landscaping | | Allowance | | 10,000 | | 10,000 |
| 2j | Synthetic Turf | | | | 12,950 | | 12,950 |
| 2j | Rubberized Play Surface | | Ross | | 32,567 | | 32,567 |
| 2k | Fencing | | Calco | | 37,465 | | 37,465 |
| 2l | Striping | | | | 3,000 | | 3,000 |
| 2m | Spoils Off-Haul | | | | 10,000 | | 10,000 |
| 2n | Play Structures | | Ross | | 68,359 | | 68,359 |
| 2o | Sand | | | | 1,500 | | 1,500 |
| 3 | Site Concrete | | RH Concrete | | 102,400 | | 102,400 |
| 3a | Sidewalk Patch for Utilities | | RH Concrete | | 10,000 | | 10,000 |
| 7 | Site Caulking | | Mastercraft | | 7,500 | | 7,500 |
| 10 | Signage | | | | 950 | | 950 |
| 13 | Modular Building | | JL Modular | | | 4,768,426 | 4,768,426 |
| 26 | Site Electrical | | Bockmon & Woody | | 253,040 | | 253,040 |
| 26a | Asphalt Cut/Patch for Electrical | | | | 7,500 | | 7,500 |
| 27 | Low Voltage Systems (Increment 2) | | | | | 201,835 | 201,835 |
| | Subtotal | | | 143,593 | 1,458,041 | 5,095,541 | 6,697,175 |
| | Sales Tx | | | | 0 | 0 | 0 |
| | Total Cost | | | 143,593 | 1,458,041 | 5,095,541 | 6,697,175 |
| | Builders Risk | 0.40% | | 574 | 5,832 | 20,957 | 27,363 |
| | Overhead & Fee | 8.00% | | 11,533 | 117,110 | 420,807 | 549,450 |
| | Insurance | 1.10% | | 1,713 | 17,391 | 62,490 | 81,593 |
| | Bond | 1.00% | | 1,574 | 15,984 | 57,434 | 74,992 |
| | Contingency | 10.00% | | 0 | 145,804 | 0 | 145,804 |
| | **Amount Bid** | | | 158,988 | 1,760,161 | 5,657,229 | **7,576,378** |

| | |
|---|---|
| Submitted Bid | **4,780,166** |
| Add Fire Sprinklers | **N/A** |
| Ceiling Upgrade | **11,840** |
| Tackwall Upgrade | **8,320** |
| Add FRP behind sinks | **2,500** |
| Blinds Upgrade | **10,250** |
| Wood window sills | **10,250** |
| Cabinet Changes | **(25,600)** |
| Deduct Windows | **(29,300)** |
| Revised Modular Building | **4,768,426** |

**EXHIBIT B**

**EXCLUSIONS AND CLARIFICATIONS FOR THE GUARANTEED PROJECT COST FOR THE ROOSEVELT INCREMENT 2 SITE**

JL CONSTRUCTION

**Exclusions**

- Permits and fees
- Cost of testing and inspections including Soils Testing for off-haul
- Off-haul of spoils assumes clean soils approved for export to a local dump site; Analytics were provided, however, there was only one sample taken from each site. More samples will likely be needed prior to off-haul of spoils.
- FF&E and relocating existing furniture and equipment
- LEED or CHPS certification
- Removal or handling of contaminated and/or hazardous soils or material
- Petromat demolition in existing AC (if present)
- Commissioning agent
- PG&E and utility fees
- Utility Meters
- New Utility applications and coordination
- Encroachment permit package and fees (we will pick up permit), if required
- Generator power and fuel; we assume temp power is available on site
- Design other than for modular buildings. All site design including architectural, civil, landscape, site electrical, fire alarm and low voltage systems are by district's bridging architect and their consultants.
- Cathodic protection
- Off-site improvements
- Work at any existing buildings
- Demolition or removal of any portables (we will demo foundations)
- Overtime, weekend or premium time
- SWPPP plan, reporting, or monitoring
- AV System includes wire only. Projectors, Projector Screens, TV's, TV Brackets, and any other AV devices are not shown and not included in pricing
- Vapor Emission System – using a high moisture adhesive system

**Clarifications**

- Washington & Roosevelt: we do not include any demo or relocation work of any existing portables.
- Washington Phasing: Phase pricing is based on the following. Phase 1 includes site work and construction of Building D. Phase 2 includes site work and construction of Buildings A, B and C. See attached markup for more detail
- Washington Gas Line: In order to provide gas service to building D in phase 1 the complete gas line install must be completed during Phase 1
- Washington Phase Pricing: we can hold our phase 2 pricing for 6 months from the budget submission date (1/17/20). If start of construction of Phase 2 is beyond 6 months, then re-pricing will be required.

**EXHIBIT C**

**THE PROJECT SCHEDULE (EXHIBIT F-1) AND THE SCHEDULE OF VALUES (EXHIBIT G-1) FOR THE MCKINLEY SITE**

| Description | Value | | Previously Billed | This Billing |
|---|---|---|---|---|
| General Conditions | $ 250,880 | | | $ - |
| Bonds & Insurance | $ 187,998 | | | $ - |
| Mobilization | $ 60,000 | | | $ - |
| Temp Facilities | $ 18,669 | | | $ - |
| Survey | $ 10,440 | | | $ - |
| Utility Locator | $ 3,600 | | | $ - |
| Erosion Control | $ 17,700 | | | $ - |
| Winterization | $ 15,000 | | | $ - |
| Site Protection | $ 5,000 | | | $ - |
| Earthwork | $ 501,600 | | | $ - |
| Contaminated Soil Off Haul | $ 15,000 | | | $ - |
| Foundation Demo/Disposal | $ 9,940 | | | $ - |
| Lift Station | $ 33,775 | | | $ - |
| Misc Demo / Salvage | $ 7,500 | | | $ - |
| Site Furniture | $ 32,595 | | | $ - |
| Gas Line | $ 30,410 | | | $ - |
| Landscaping (DG & Irrigation Sleeves) | $ 10,000 | | | $ - |
| Fencing | $ 27,920 | | | $ - |
| Striping | $ 12,640 | | | $ - |
| Spoils off Haul | $ 10,000 | | | $ - |
| Site Concrete | $ 130,000 | | | $ - |
| Sidewalk Patch for Utilites | $ 3,000 | | | $ - |
| Misc Metal | $ 6,000 | | | $ - |
| Site Caulking | $ 5,000 | | | $ - |
| Site Painting | $ 800 | | | $ - |
| Site Signage | $ 750 | | | $ - |
| Knox Box | $ 750 | | | $ - |
| Site Electrical | $ 250,000 | | | $ - |
| Electrical Relocation for Portables | $ 25,000 | | | $ - |
| Asphalt Cut/Patch for Electrical | $ 7,500 | | | $ - |
| Low Voltage Systems (FA/PA/Clock/Teledata) | $ 170,563 | | | $ - |
| Low Voltage Systems (Intrusion Alarm/AV) | $ 53,035 | | | $ - |
| Modular Foundations | $ 438,300 | | | $ - |
| Steel Roof Frames | $ 732,890 | | | $ - |
| Rough Carpentry | $ 30,490 | | | $ - |
| Cabinetry | $ 43,410 | | | $ - |
| FRP | $ 22,640 | | | $ - |
| Sheet Metal | $ 66,000 | | | $ - |
| Expansion Joints | $ 26,560 | | | |
| Insulation | $ 85,579 | | | $ - |
| Roofing | $ 297,700 | | | $ - |
| Waterproofing | $ 15,096 | | | $ - |
| Doors Frames Hdwr Install | $ 37,100 | | | $ - |
| Doors Frames Hdwr Mat | $ 103,507 | | | $ - |
| Window Install | $ 29,800 | | | $ - |
| Window Material | $ 67,635 | | | $ - |
| Glazing | $ 7,615 | | | $ - |
| Plaster | $ 225,232 | | | $ - |
| Metal Studs / Drywall | $ 334,467 | | | $ - |
| Tackwall | $ 118,010 | | | $ - |
| Acoustical Tile | $ 120,228 | | | $ - |
| Flooring | $ 106,500 | | | $ - |
| Epoxy Flooring | $ 29,701 | | | $ - |
| Painting | $ 59,900 | | | $ - |
| Fire Extinguishers | $ 13,760 | | | $ - |
| Signage | $ 13,600 | | | $ - |
| Markerboards | $ 20,158 | | | $ - |
| Bath Accessories | $ 13,595 | | | $ - |
| Window Coverings | $ 14,090 | | | $ - |
| Fire Sprinklers | $ 128,900 | | | $ - |
| Plumbing | $ 358,270 | | | $ - |
| HVAC | $ 440,461 | | | $ - |
| Building Electrical | $ 487,041 | | | $ - |
| Overhead & Fee | $ 561,647 | | | $ - |
| Owner Contingency | $ 129,736 | | | $ - |
| Lease Payments | $ 630,915 | | | $ - |
| **Base Contract Total** | **$ 7,723,598** | | | |

**EXHIBIT D**

**THE PROJECT SCHEDULE (EXHIBIT F-3) AND THE SCHEDULE OF VALUES (EXHIBIT G-3) FOR THE JEFFERSON SITE**

## Jefferson SOV

| | |
|---|---|
| 1-010 General Conditions | 246,560 |
| 1-015 Preconstruction Services, (INC in #1906) | 0 |
| 1-020 Architecture Plans & Approvals | 0 |
| 1-025 Survey | 12,840 |
| 1-026 Mobilization | 56,000 |
| 1-027 Temp. Facilities | 23,000 |
| 1-030 Utility Locator | 3,600 |
| 1-035 Site Protection, erosion, winterization | 25,000 |
| 1-040 Earthwork (Grading, Paving, utilities} | 297,800 |
| 1-055 Site Gas | 59,769 |
| 1-058 Paving repairs for site gas | 6,620 |
| 1-063 Landscaping, patch seed owner allowance | 5,000 |
| 1-065 Fencing | 17,900 |
| 1-070 Striping | 7,500 |
| 1-075 Site Concrete | 39,500 |
| 1-080 Utility patch | 10,000 |
| 1-083 Cont Spoils offhaul allowance | 5,000 |
| 1-085 Misc. Metal - bollards | 6,000 |
| 1-088 Site furnishings | 16,196 |
| 1-095 Site Caulking | 5,000 |
| 1-105 Signage | 1,200 |
| 2-000 MODULAR BUILDING | |
| 2-005 Modular Foundations | 143,500 |
| 2-010 Modular Steel Roof Frames | 260,660 |
| 2-015 Rough Carpentry | 16,717 |
| 2-020 Cabinetry | 15,295 |
| 2-025 FRP | 1,600 |
| 2-030 Sheet Metal & Expansion Joints | 16,296 |
| 2-035 Insulation | 33,000 |
| 2-040 Roofing | 71,000 |
| 2-045 Doors,Frames,Hrdware-Install | 6,750 |
| 2-050 Doors,Frames,Hrdware-Material | 28,000 |
| 2-055 Aluminum Windows - Install | 13,000 |
| 2-056 Aluminum Windows-Materials | 29,500 |
| 2-060 Glazing | 2,800 |
| 2-065 Plaster | 99,000 |
| 2-070 Metal Studs/Drywall | 147,682 |
| 2-075 Tackwall | 38,000 |
| 2-080 Acoustical Tile | 31,000 |
| 2-085 Flooring | 28,500 |
| 2-095 Painting | 21,000 |
| 2-100 Fire Extinguishers | 1,500 |
| 2-105 Signage | 2,200 |
| 2-11O Markerboards | 5,500 |
| 2-115 Bath Accessories | 1,600 |
| 2-120 Window Coverings | 3,400 |
| 2-125 Plumbing | 66,500 |
| 2-128 Fire Sprinklers | 29,000 |
| 2-130 HVAC | 128,000 |
| 2-135 Building Electrical | 175,000 |
| 2-140 Lease Payments | 263,033 |
| 3-005 Site Electrical | 144,223 |
| 3-010 Builders Risk | 11,557 |
| 3-015 Overhead & Fee | 232,052 |
| 3-020 Insurance | 34,460 |
| 3-025 Bond | 31,672 |
| 3-030 Contingency, (Owners allowance) | 79,896 |
| LV system | 117,331 |
| OH conduit, cutting-patching | 7,500 |
| LV Intrusion, AV | 10,830 |

| | |
|---|---|
| **Contract** | 3,193,039 |