

COPY FOR REPRODUCTION



Tracy Unified School District
*Qualifications and Proposal for
Lease-Leaseback Construction Services*

RFQ/P #2024/25-007

Merrill F. West HS Agriculture CTE Building Project

November 19, 2024



1565 Cummins Drive
Modesto, California 95358
Phone: 209.523.2674
Fax: 209.523.0213
Website: www.acmeconstruction.com

Executive Summary

Acme Construction Co., Inc. is a family-owned company, started in 1947 by Fred Mastagni. The Mastagni Family, which includes Mike, Phil, Greg and Nella, all work at Acme Construction. This provides our clients with a direct line of communication with an owner of the company on each project, helping to resolve issues quickly and ensure projects run smoothly.

Mike Mastagni serves as the contact for Acme Construction for all Tracy USD Projects.

Our goal is to form a collaborative partnership between Acme Construction and Tracy USD to best administer the following for each project: selection of subcontractors, value engineering Proposals, Design cost savings, proposed changes and ideas on constructibility, agreed upon Contingencies and change orders. We have recently partnered with Tracy USD on two ELOP Building projects on various school sites.

When we partner with any District, all monetary transactions are on an "open book" basis. All financial data will be shared with the District and allowances and contingencies will be returned 100% to the District in the event that they are not spent.

Acme Construction prides itself on completing successful projects for both owner and the entire construction team, including subcontractors.

Projects completed on time and on budget have rewarded us with an excellent reputation as well as relationships with many school districts and the best subcontractors of our area.

Acme is especially proud that within all 78 years of business, Acme has never filed a claim, sued or been sued by any owner. Simply put: we resolve any issues without litigation.

Our company will always be a great partner for Tracy USD and we look forward to the commencement of the project.



Philip Mastagni
President

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<i>*Attached: Notarized Surety Letter*</i>		(3 of 8)
<i>*Attached: Bank of America Letter*</i>		(1 of 8)
<i>*Attached: Non-Collusion Declaration*</i>		N/A
<i>*Attached: Iran Contracting Act Certification*</i>		N/A
<i>*Attached: Off-Road Diesel-Fueled Fleet Certification*</i>		N/A
5. Methods and Strategic Plan	3	0
6. Prior Relevant Experience	6	1
<i>*Attached: List of Current & Completed Projects*</i>		(1 page of 1)
7. Contracting History	1	0
8. Pricing and Contingency	1	3
<i>*Attached: GMP FORM*</i>		(1 page of 3)
<i>*Attached: General Conditions Proposal, Price Proposal*</i>		(2 pages of 3)
9. Insurance	1	N/A
<i>*Attached: Insurance Compliance Letter</i>		N/A
<i>*Attached: Certificate of Insurance*</i>		N/A
10. Assurances	1	0
11. Form of Agreement	N/A	N/A
12. Acknowledgment of Addendum	N/A	N/A
	TOTAL: 18	TOTAL: 12

Cover Letter

November 19, 2024

Tracy Unified School District
1875 W Lowell Ave.
Tracy, CA. 95376

Attention: Facilities Department

Re: RFQ/P #2024/25-007

To Whom It May Concern:

Acme Construction is pleased to offer our qualifications for Tracy Unified School District.

Acme Construction Co., Inc. is located at 1565 Cummins Drive in Modesto, CA. 95358.

Telephone: (209) 523-2674

Fax: (209) 523-0213

Our general email address is bids@acmeconstruction.com.

Mike Mastagni is authorized to speak on behalf of Acme Construction Co., Inc. during the evaluation process.

He is available by phone at (209) 523-2674 and by email at mike@acmeconstruction.com.

For the project, Mike Mastagni will serve as Project Manager and Dan Fugler will serve as Superintendent.

Acme Construction Co., Inc. received a copy of the District's Site Lease and Facilities Lease ("Agreement") attached as APPENDIX B to the RFQ/P. Acme Construction Co., Inc. has reviewed the indemnity provisions and insurance requirements contained in the Agreement. If given the opportunity to contract with the District, Acme Construction Co., Inc. has no objections to the use of the Agreement.

Acme Construction Co., Inc. certifies that no official or employee of the District, nor any business entity in which an official of the District has an interest, has been employed or retained to solicit or assist in the procuring of the resulting contract(s). Any such person will not be employed in the performance of any/ all contract(s) without immediate divulgence of this fact to the District.

Sincerely,


Philip Mastagni
President

Respondent Information

a) Brief history of Acme Construction:

Acme Construction was founded by Fred Mastagni in 1947. Fred was a general Superintendent for Bechtel, Inc. during WWII in Alaska building Air Force Bases. Philip Mastagni became President in 1976 after his father retired. Michael and Gregory Mastagni, Philip's sons, are both Project Managers for Acme. Acme has specialized in commercial, industrial construction and public works projects with emphasis on schools and hospitals. Acme Construction has never done business under any other name. We celebrated 75 years in business in 2021.

b) Organizational chart of Acme Construction and résumés of personnel to be involved in the project:

Please see attached Organizational Chart of Acme Construction Co., Inc.

Please see attached resumes for Mike Mastagni and Dan Fugler.

c) Description of Acme Construction's technical competence, including a description of in-house resources, and our ability to draw upon multi-disciplinary staff to address the services required under this RFQ:

Our in-house resources and programs include the following: (1) Estimating (Win Est), (2) Scheduling (Primavera), and (3) Document Tracking (Autodesk-Build). Autodesk-Build is a cloud-based program so all correspondence is available online for Owner or Architect use. We have worked with Districts using their software for these services, if needed. In addition, Acme now has BIM Modeling capabilities in-house using revit-based programs.

d) Volume of construction in dollars for each of the past (3) years:

2023- \$69,932,167

2022- \$68,858,598

2021- \$67,493,663

e/f) Statement regarding Acme Construction's availability and resources, financial resources, bonding capacity and insurance coverage:

Please see attached Notarized Surety Letter

Please see attached letter from Bank of America

Please see section 9: Insurance

g) Claims statement for all resolved or ongoing claims:

Neither Acme Construction Co., Inc., nor any of its personnel or Associated Firms, have neither instigated a claim and/or litigation regarding construction projects in the past (5) years, or had any claims or litigation pursued against the firm, its personnel or Associated Firms.

Respondent Information

h) Contractor license number and whether license has been revoked or suspended in the last (5) years:

- i. Exact name of license holder on file: *Acme Construction Co., Inc.*
- ii. License Classification: *B*
- iii. License Number: *167130*
- iv. Date Issued: *4/15/57*
- v. Expiration Date: *6/30/25*
- vi. Whether license has been suspended or revoked in the past (5) years: *No*

i) Acme Construction's signatory status:

Acme Construction Co., Inc. is signatory to the following unions: Cement Masons, Carpenters, Laborers.

j) Location of nearest local and main office:

1565 Cummins Drive
Modesto, CA. 95358

k) Certificate(s) of Insurance identifying the firm's current insurance coverages:

Please see section 9: Insurance

l) Non-Collusion Declaration:

Please see attached Non-Collusion Declaration

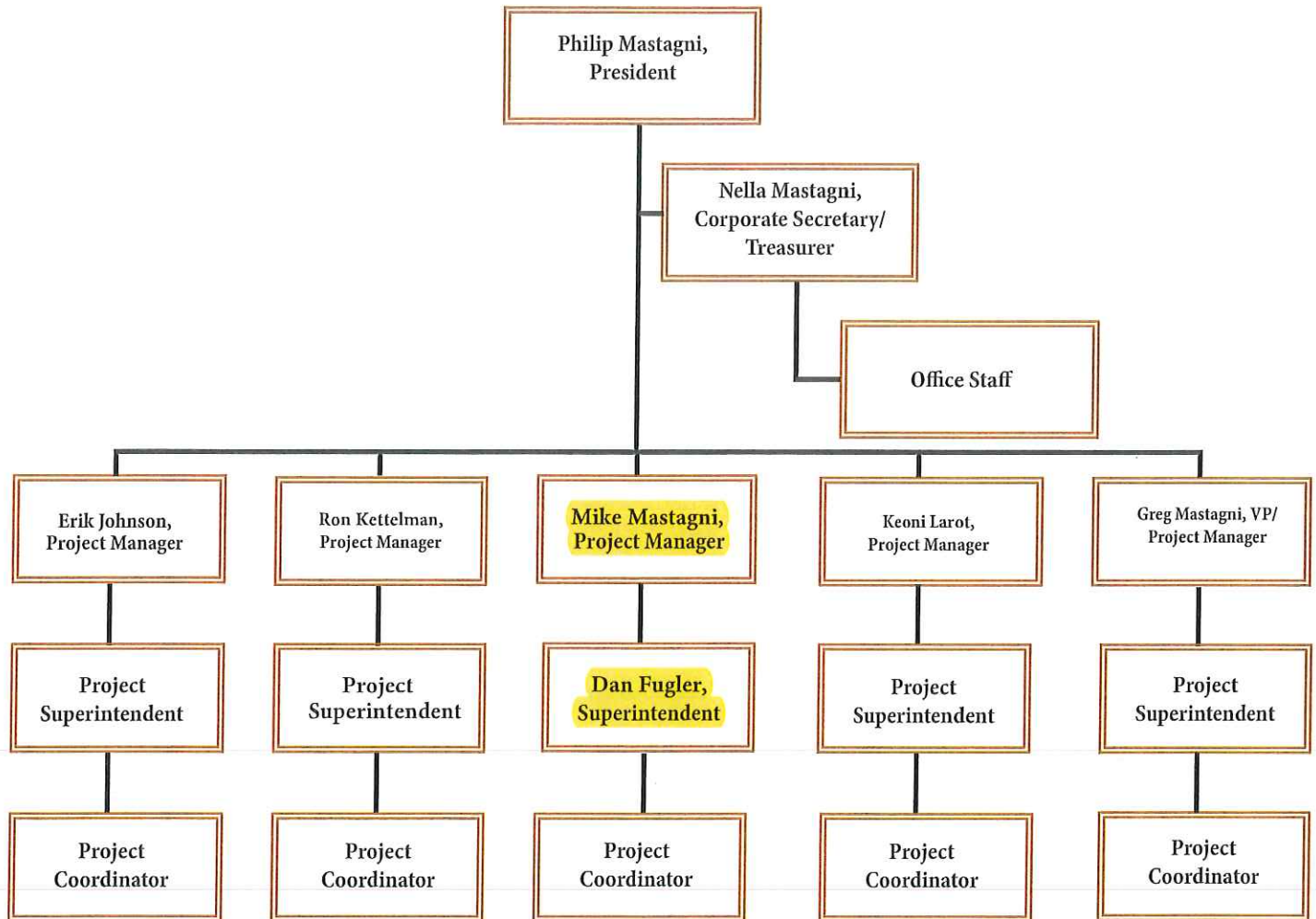
m) Iran Contracting Act Certification:

Please see attached Iran Contracting Act Certification

n) Off-Road Diesel-Fueled Fleet Certification:

Please see attached Off-Road Diesel-Fueled Fleet Certification

Organizational Chart





MICHAEL A. MASTAGNI
VICE PRESIDENT/PROJECT EXECUTIVE/
PRINCIPAL



Education: 1993 - Modesto Junior College, AA Degree
 1995 - University of the Pacific, BS, Business Administration

Extensive construction experience, specializing in Public Works, LLB Method and Medical Projects.

Work Experience: 2007 TO PRESENT - ACME CONSTRUCTION CO., INC.

<u>PROJECT</u>		<u>START</u>	<u>COMPLETION</u>	<u>CONTRACT</u>	<u>REMARKS</u>
• Tracy USD TK ELOP Buildings	PM/EST	09/2024	2025	\$4,591,546	
• Agnes Baptist ES TK-K Site Work	PM/EST	08/2024	2025	\$1,549,000	
• Gustine USD Central Kitchen	PM/EST	01/2024	11/2024	\$3,468,538	LLB
• Manteca USD Relocatables	PM/EST	05/2023	2024	\$4,901,000	LLB
• Tracy USD ELOP Buildings	PM/EST	05/2023	2024	\$12,276,292	DBB
• Fremont ES Cafeteria and Streetscape Improvements	PM/EST	05/2021	05/2022	\$10,215,633	LLB
• Shackelford ES Cafeteria and Driveway	PM/EST	11/2021	7/2022	\$2,804,143	LLB
• Fairview ES Cafeteria and Parking Lot Addition	PM/EST	10/2021	8/2022	\$5,842,635	LLB
• Wilson ES Cafeteria	PM/EST	12/2020	1/2022	\$2,585,320	LLB
• Bret Harte ES Fire Damage Replacement	PM/ EST	09/2020	08/2021	\$3,806,622	LLB
• Hoover ES HVAC Replacement	PM/EST	05/2020	08/2020	\$2,962,082	LLB/PLA
• SCOE 1100 H Renovations	PM/EST	12/2019	11/2021	\$12,246,346	LLB
• Central Elementary School Modernization-Tracy	PM/EST	08/2017	08/2019	\$28,858,309	LLB
• Burbank Elementary School Modernization	PM/EST	11/2016	09/2018	\$8,475,000	LLB
• Cloverland/Fair Oaks Elementary Libraries Remodel	PM/EST	05/2017	08/2017	\$1,230,750	DBB
• Great Valley Academy	PM/EST	06/2016	12/2016	\$2,609,353	DB
• Patterson HS CTE Bldg	PM/EST	11/2014	08/2015	\$3,384,708	LLB
• Roosevelt Elementary School Modernization	PM/EST	07/2014	10/2016	\$9,279,460	LLB
• Fair Oaks Elementary School Multi-Purpose Bldg-Oakdale	PM/EST	10/2014	09/2015	\$1,409,452	LLB
• Cloverland Elementary School Multi-Purpose Bldg-Oakdale	PM/EST	10/2014	09/2015	\$1,426,648	LLB
• Oakdale USD Central Kitchen	PM/EST	07/2014	01/2015	\$1,156,090	LLB
• Tracy HS Ag Science Modernization	PM/EST	12/2013	08/2014	\$1,174,789	LLB
• Tracy HS EB Theater Modernization	PM/EST	12/2013	08/2014	\$1,603,382	LLB
• Enochs High School Pool	PM/EST	12/2013	09/2014	\$2,542,600	DBB
• Grayson Charter School Modernization	PM/EST	09/2012	08/2013	\$1,464,227	LLB
• Patterson High School Modernization	PM/EST	11/2012	11/2013	\$6,159,969	LLB
• Modesto Junior College Shipping & Receiving	PM/EST	06/2012	08/2013	\$2,748,246	DBB
• Gregori High School Stadium	PM/EST	06/2012	04/2013	\$3,300,000	LLB
• Excelsior Middle School-Byron	PM/EST	07/2010	08/2012	\$11,511,004	LLB
• Nightingale Elementary Modernization-Stockton	PM/EST	06/2010	11/2011	\$3,192,523	LLB
• Joseph Gregori High School-Modesto	PM	12/2007	04/2010	\$113,280,249	LLB
• Spanos Elementary School-Stockton	PM/EST	08/2007	10/2008	\$16,928,804	LLB
• Farmdale Elementary School - Merced	PM	07/2005	09/2007	\$22,464,900	DBB

1998 TO 2008 - ACME CONSTRUCTION CO, INC. MODESTO, CA

• Ripon City Hall Police Station-Ripon	N/A
• Maddox Youth Center-Modesto	N/A
• Pitman High School Additions-Turlock	N/A
• Piranha Produce New Building-Turlock	N/A
• Modesto High School Renovation	N/A

• Washington Hospital Administration Bldg Reloc-Fremont,CA	N/A
• Washington West Properties-Fremont	N/A
• JS West New Office Bldg	N/A
• Washington Hospital ER Renovation-Fremont	N/A
• Washington Hospital 6 th Flr Remodel-Fremont	N/A
• Good Samaritan Hospital, MRI Remodel-San Jose,CA	N/A
• MTC Distributing New Warehouse, Modesto,CA	N/A
• Good Samaritan Hospital, Emergency Dept Reno	N/A
• Good Samaritan Hospital, ICU/CCU Upgrade	N/A
• Gehringer Elementary School, Oakley, Ca	N/A
• Rogers Foods New Warehouse, Livingston, CA	N/A
• New Police Headquarters, Modesto,CA	N/A

PROJECT MANAGER

1996 TO 1997 – ACME CONSTRUCTION CO., INC., Modesto CA
 Carpenter – Worked on a variety of projects as apprentice carpenter.

REFERENCES:

1. Roger Orth, Director, Maintenance & Construction, Modesto City Schools, Modesto, CA, 209-574-1618
2. Ron Holcombe, San Luis Coastal Unified School District, 209-988-4032
3. Orlando Delgadillo, RGM Kramer, 209-603-9034



**DAN FUGLER
SUPERINTENDENT**

WORK EXPERIENCE:

2017 TO PRESENT – ACME CONSTRUCTION CO., INC., Modesto, CA.

SUPERINTENDENT: 2017-CURRENT

<u>PROJECT</u>		<u>COMPLETION</u>	<u>CONTRACT</u>	<u>REMARKS</u>
• CUSD Marquees, Scoreboards, Shade Structures	Superintendent	2024	\$2,891,444	Leaseback
• CUSD Storage Buildings	Superintendent	2024	\$1,733,499	Leaseback
• CUSD Fencing, Baseball Halos	Superintendent	2024	\$1,626,816	Leaseback
• Central Valley HS Pool Facility	Superintendent	2023	\$5,520,299	Leaseback
• Nile Garden ES Modernization	Superintendent	12/2021	\$17,467,712	Leaseback
• MJC East Campus Phase 3	Superintendent	2018	\$3,050,486	Leaseback
• MJC East Campus Phase 2	Superintendent	2017	\$5,046,462	Leaseback

CARPENTER JOURNEYMAN: 2009-2017



11090 White Rock Road, Suite 100
Rancho Cordova, CA 95670

Arthur F. Oliver

Account Executive Director
Travelers Bond & Specialty Insurance

(916) 852-5267
(866) 467-5504 (fax)
aoliver@travelers.com

November 18, 2024

Tracy Unified School District
Attn: Facilities Department
1875 West Lowell Avenue
Tracy, California 95376

Re: Statement of Surety / Acme Construction Company Inc. / RFP # 2024/25-007 / Lease-Leaseback
Construction Services / Merrill F. West HS Agriculture CTE Building Project

To Whom It May Concern:

We are pleased to share with you our experience as surety for Acme Construction Company Inc. We consider Acme Construction Company Inc. one of our outstanding and most valued clients in whom we have the highest confidence. Over the many years we have written bonds for Acme Construction Company Inc. the company has, in our opinion, remained properly financed, well equipped and capably managed.

Travelers Casualty and Surety Company of America (Travelers) is the bonding company for Acme Construction Company Inc. Travelers has approved individual projects for Acme Construction Company Inc. in excess of \$125 million with aggregate backlogs exceeding \$175 million. This information is provided for historical purposes only and does not represent our maximum commitment to this excellent contractor. Acme Construction Company Inc.'s bonding capacity is sufficient for the RFP # 2024/25-007 / Lease-Leaseback Construction Services / Merrill F. West HS Agriculture CTE Building Project.

Should Acme Construction Company Inc. request Travelers to provide bid, construction performance and payment bonds for any of your projects we stand ready to do so subject to our standard underwriting procedures including, but not limited to, the contractor's financial condition at the time of the request, favorable review of the contract documents, bond forms, and financing. It should be understood that all bond requests are a matter between Acme Construction Company Inc. and Travelers. We therefore assume no liability to any third party or to you if for any reason we do not execute said bonds.

Travelers is Treasury listed and licensed in all fifty states. Travelers is rated A++ XV with A. M. Best. If you should have any questions regarding Acme Construction Company Inc. or their ability to bond a future project of yours, please call me directly at 916-852-5267.

Sincerely,

Travelers Casualty and Surety Company of America
Arthur F. Oliver, Attorney-in-Fact



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and the Companies do hereby make, constitute and appoint **Arthur F Oliver** of **Rancho Cordova**, **California**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **16th** day of **February, 2024**.



State of Connecticut

City of Hartford ss.

On this the **16th** day of **February, 2024**, before me personally appeared **Bryce Grissom**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2026**



Anna P. Nowik

Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **18th** day of **November, 2024**



Kevin E. Hughes

Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

County of SACRAMENTO }

On NOVEMBER 18, 2024, before me, INGRID RICE, Notary Public,
Date Insert Name of Notary exactly as it appears on the official seal

personally appeared ARTHUR F. OLIVER

Name(s) of Signer(s)



Place Notary Seal Above

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature

Ingrid Rice
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of the form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer is Representing: _____

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer is Representing: _____



CONFIDENTIAL

September 18, 2023

RE: Acme Construction Company, Inc.

To Whom it May Concern:

Please accept this letter as confirmation that Acme Construction Company, Inc. (the "Customer") has been a client of Bank of America, N.A. (the "Bank") since 2009. During this period, the Customer has satisfactorily fulfilled its obligations to the Bank.

The Customer maintains average cash balances with the Bank and its affiliates in the high seven figure range. The Bank has not established a credit facility for the Customer but would be willing to consider one if deemed necessary.

This letter is being provided as a matter of courtesy at the request of the Customer. Please note that the information provided by the Bank in this letter is given as of the date of this letter and is subject to change without notice, and is provided in strict confidence to you for your own use only, without any responsibility, guarantee, representation, warranty (expressed or implied), commitment or liability on the part of the Bank, its parents, subsidiaries or affiliates or any of its or their directors, officers or employees to you or any third party, and none of them assumes any duties or obligations to you in connection herewith or any transaction between you or your affiliates and the Customer. This letter is not to be quoted or referred to without the Bank's prior written consent. The Bank cannot provide any opinions of the creditworthiness of the Customer or any of its affiliates, and the above information does not constitute an opinion of the Bank of the ability of the Customer to successfully perform its obligations under any agreement it may enter into with you, the Bank or any other person or entity.

The Bank has no duty and undertakes no responsibility to update or supplement the information set forth in this letter.

Very truly yours,

By: 
Elizabeth Karbousky
Senior Vice President, Market Manager
916-326-3149

Bank of America, N. A.
Global Commercial Banking
Middle Market Central Valley
555 Capital Mall Suite 250
Sacramento, CA 95814

APPENDIX C-1

NON-COLLUSION DECLARATION
(Public Contract Code Section 7106)

The undersigned declares:

I am the Vice President of Acme Construction Co., the party making the foregoing
[Title] [Name of Firm]
bid/proposal.

The bid/proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid/proposal is genuine and not collusive or sham. The bidder/proposer has not directly or indirectly induced or solicited any other bidder/proposer to put in a false or sham bid. The bidder/proposer has not directly or indirectly colluded, conspired, connived, or agreed with any bidder/proposer or anyone else to put in a sham bid/proposal, or to refrain from bidding/proposing. The bidder/proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid/proposal price of the bidder/proposer or any other bidder/proposer, or to fix any overhead, profit, or cost element of the bid/proposal price, or of that of any other bidder/proposer. All statements contained in the bid/proposal are true. The bidder/proposer has not, directly or indirectly, submitted his or her bid/proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid/proposal, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder/proposer that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder/proposer.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on November 19, 2024,
[Date]

at Modesto, CA.
[City] [State]

Signature:



Print Name:

Philip Mastagni

Title:

President

END OF DOCUMENT

APPENDIX C-2

IRAN CONTRACTING ACT CERTIFICATION **(Public Contract Code Sections 2202-2208)**

Prior to bidding on or submitting a proposal for a contract for goods or services of \$1,000,000 or more, the bidder/proposer must submit this certification pursuant to Public Contract Code section 2204.

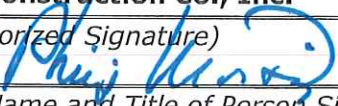
The bidder/proposer must complete **ONLY ONE** of the following two options. To complete OPTION 1, check the corresponding box **and** complete the certification below. To complete OPTION 2, check the corresponding box, complete the certification below, and attach documentation demonstrating the exemption approval.

☒ **OPTION 1.** Bidder/Proposer is not on the current list of persons engaged in investment activities in Iran created by the California Department of General Services ("DGS") pursuant to Public Contract Code section 2203(b), and we are not a financial institution extending Twenty Million Dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

☐ **OPTION 2.** Bidder/Proposer has received a written exemption from the certification requirement pursuant to Public Contract Code sections 2203(c) and (d). *A copy of the written documentation demonstrating the exemption approval is included with our bid/proposal.*

CERTIFICATION:

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY, that I am duly authorized to legally bind the bidder/proposer to the OPTION selected above. This certification is made under the laws of the State of California.

Vendor Name/Financial Institution (Printed) Acme Construction Co., Inc.	Federal ID Number (or n/a) 94-1383974
By (Authorized Signature) 	
Printed Name and Title of Person Signing Philip Mastagni, President	Date Executed November 19, 2024

END OF DOCUMENT

APPENDIX C-3

OFF-ROAD DIESEL-FUELED FLEET CERTIFICATION

Title 13 CCR sections 2449, 2449.1, and 2449.2, in compliance with Government Code sections 11346.2, subdivision (a)(3), and 11346.8, subdivision (c), applies to construction contractors who own or operate within California any vehicles with a diesel-fueled or alternative diesel fueled off-road compression-ignition engine with maximum power (max hp) of 25 horsepower (hp) or greater provided that the vehicle cannot be registered and driven safely on-road or was not designed to be driven on-road, even if it has been modified so that it can be driven safely on-road.

Section 2449(i), in relevant part, provides:

- (1) For a project involving the use of vehicles subject to this regulation, the prime contractor must obtain copies of the valid Certificate of Reported Compliance with the Regulation for In-Use Off-Road Diesel-Fueled Fleets for the fleet selected for the contract and their listed subcontractors, if applicable, prior to entering into a new or renewed contract with that fleet.
- (2) No prime contractor or public works awarding body, as applicable, shall enter into a contract with a fleet for which it does not have a valid Certificate of Reported Compliance for the fleet and its listed subcontractors, if applicable, prior to entering into a new or renewed contract with that fleet.
- (3) The Certificates of Reported Compliance received by the prime contractor for a project must be retained for three (3) years after that project's completion. Upon request by California Air Resources Board ("CARB"), these records must be provided to CARB within five (5) business days of the request.
- (4) Situations in which prime contractors or public works awarding bodies, as applicable, are contracting for projects that are considered emergency operations, as defined in section 2449(c)(18), are exempt from the requirements in section 2449(i)(1)-(3), but must still retain records verifying vehicles subject to the regulation that are operating on the emergency operations project are actually being operated on the project for emergency operations only. These records must include a description of the emergency, the address or a description of the specific location of the emergency, the dates on which the emergency operations were performed, and an attestation by the fleet that the vehicles are operated on the project for emergency operations only.

Section 2449(j), in relevant part, also states:


- (1) Between March 1 and June 1 of each year, a prime contractor must collect new valid Certificates of Reported Compliance for the current compliance year, as defined in section 2449(n), from all fleets that have an ongoing contract with the prime contractor as of March 1 of that year. Prime contractors must not write contracts to evade this requirement.
- (2) Prime contractors shall only allow fleets with valid Certificates of Reported Compliance on the prime contractor's job sites.

- (3) If the prime contractor discovers that any fleet intending to operate vehicles subject to this regulation for the prime contractor does not have a valid Certificate of Reported Compliance, as defined in section 2449(n), or if the prime contractor observes any noncompliant vehicles subject to the regulation on the prime contractor's job site, then the prime contractor must report specified information regarding the fleet to CARB within five (5) business days of such discovery.
- (4) Upon request by CARB, the prime contractor must immediately disclose to CARB the name and contact information of each responsible party for all vehicles subject to this regulation operating at the job site or for the prime contractor.
- (5) The prime contractor shall prominently display signage for any project where vehicles subject to this regulation will operate for eight (8) calendar days or more. The signage must be posted by the eighth calendar day from which the first vehicle operates. The signage will be in lettering larger than size 14-point type and displayed in a conspicuous place where notices to employees are customarily posted at the job site or where there is employee foot traffic. If one of the above locations is also viewable by the public, it should be posted at that location. The signage must include specified information regarding idling regulations for In-Use Off-Road Diesel-Fueled Fleets with directions on how to report observed noncompliance of the provided regulations to CARB.

I am aware of the provisions of Title 13 CCR sections 2449, 2449.1, and 2449.2, which apply to every contractor who owns or operates off-road diesel fleet vehicles in California, and I will comply with such provisions, including providing Certificate(s) of Reported Compliance for In-Use Off-Road Diesel-Fueled Fleets for the fleet selected for the contract and their listed subcontractors, if applicable, with its bid.

Date: November 19, 2024

Proper Name of Developer: Acme Construction Co., Inc.

Signature: 

Print Name: Philip Mastagni

Title: President

Bidder must attach valid Certificate(s) Reported Compliance with the Regulation for In-Use Off-Road Diesel-Fueled Fleets provided by CARB for the fleet selected for the contract and their listed subcontractors, if applicable, to this form.

END OF DOCUMENT

Methods and Strategic Plan

a) Our technical and managerial approach to Acme Construction's partnership with the District:

Acme Construction believes that going above and beyond is the best way to ensure the expectations of the District are met with ease. With our experienced team and resources, our ability to self-perform work, our leadership expertise, and excellent subcontractors, we are confident the project will be completed smoothly and successfully.

We are pleased to offer the following services:

1. Provide guidance to District before & throughout the project (Budget, Design/ Constructibility, etc.)
2. Provide Leadership Continuity: Acme guarantees the proposed team members will remain the same for the duration of the project. If required to change beyond our control, we will involve the district.
3. Implement any required process for the selection of subcontractors on a competitive and fair basis.
4. Provide our "Open Book" policy, in which GMP pricing, for example, is submitted to the District for review. When the GMP is submitted to the District, the following documents will be included:
 - i. GMP price breakdown by craft, fee, general conditions, bond/ insurance costs, & contingencies.
 - ii. Detailed breakdown of General Conditions
 - iii. Copies of all subcontractor bids used in GMP
 - iv. Detailed breakdown of costs for self-performed crafts, if applicable
 - v. Spreadsheet showing all subcontractor bids received, sorted by craft
 - vi. Any supplementary documentation requested by District
5. Review plans comprehensively for cost efficiency and constructibility.
6. Review proposed manufacturers for cost efficiency and constructibility.
7. Review proposed schedule for cost efficiency and constructibility:
8. Consult with District on providing phased occupancy for the project if necessary.
9. Coordinate all construction, including all work by subcontractors, acquisition and delivery of materials/ supplies, safety programs, and SWPPP/NPDES permits.
10. Conduct weekly subcontractor foreman meetings to ensure everyone remains on task.
11. Coordinate and expedite the finalization of record drawings and specifications.
12. Compile operations and maintenance manuals, warranties/ guarantees, and certificates.
13. Coordinate all final testing, documentation, and governmental inspections.
14. Assist the District with any audit reporting to OPSC.
15. Prepare and submit DSA-Verified Reports.

Methods and Strategic Plan

b) Acme Construction's plan to incorporate skilled and trained workforce into the project:

For Self-Performed Work: Acme Construction is signatory to the Northern California Carpenters, Laborers and Cement Masons Unions for our 75+ years of business. Since the majority of our work is LLB and falls under Skilled and Trained Workforce Requirements, Acme has been working with each Union to ensure that our current workforce meets the percentage requirements.

For Subcontractors: Acme will require Subcontractors to maintain a Skilled and Trained Workforce for "Prime" Subcontractors, or Subcontractors whose contract exceeds ½ of 1% of the Total Contract Value. Once a Subcontractor is selected, our Subcontracts include the Statute as well as Report Templates for subcontractors to fill out with their monthly invoices.

c) Acme Construction's plan to incorporate local subcontracting teams into the project:

Once a project is ready to bid, Acme releases advertisements in Valley Builders Exchange weekly, and sends out invitations to bid via Building Connected to qualified subcontractors. Acme uses specific evaluation during the Bidding and Subcontractor Selection phase, and only appoints subcontractors that can provide high-quality construction while providing economical pricing.

d) Acme Construction's plan to incorporate construction means and methods into the project:

During Preconstruction, Acme provides all necessary information to the District for review and verification that will affect budgeting and design. This information will include budgets, scheduling, value engineering and plan discrepancies. Once the Project is under construction, Subcontractor Coordination and Administration is the key to success. Our staff will keep subcontractors up to date with the current schedule, make sure all required paperwork is complete before they come on-site, etc. Foremen from the major crafts and current minor crafts on-site will meet each week to discuss the upcoming schedule, any issues relating to their work, manpower issues, etc.

Methods and Strategic Plan

e/f) Proposed cost for completing preconstruction services for the project:

Please refer to *Pricing and Contingency* section.

g) Detailed discussion of costs related to fees, general conditions, insurance, supervision, and management of the construction portion of the scope of work.

Our Fees, which include Profit/Overhead, General Conditions, Insurance and Financing (if required), are locked in for the GMP Cost and Project Duration, and will cover all costs required to effectively manage the Project. As described above in the Managerial Approach, all information used to compile each GMP is provided to the District for review for ultimate transparency. Acme will guarantee transparency throughout Construction by providing Cost Updates as related to Change Orders, and notify the District of any potential additional costs that can be avoided. Finally, Acme will offer an overview of the LLB Projects as they relate to the overall project.

Prior Relevant Experience

- a. All projects involving public and private schools from the past (5) years where total project contracts exceeded \$15,000,000:**

Please see attached list of Current & Completed projects.

Please see following pages, which provide requested details for applicable projects.

- b. Acme Construction's experience with working with the DSA on public school projects:**

Acme Construction experience with DSA on Public School Projects goes back to the very beginning of DSA itself. Acme has been building educational facilities since its inception in 1947. With Lease-Leaseback Delivery Method gaining popularity in the last 10-15 years, Acme's primary source of revenue has become Educational Construction, which has accounted for as much as 85% of our total revenue over the past (5) years. In short, Acme has extensive experience with DSA Construction.

- c. Acme Construction's experience projects performed in an occupied building and/ or immediately adjacent to an occupied building and/ or campus:**

Acme Construction has had extensive experience working on occupied sites, within occupied buildings and students and faculty alike. In fact, with the exception of one (Patterson HS Theater), almost all of our projects listed on our attached spreadsheet have been on existing active campuses with students, faculty and/ or employees present.

Prior Relevant Experience

Description of Acme Construction's experience with respect to the areas of public schools or similar construction over the past (5) years:

- a) **Project's name and description:** (Lease/Leaseback) New Haven Elementary School Modernization and Expansion; modernization of existing buildings, new Administration and Classroom buildings, new shade structure and associated site work
- b) **Firm's Role:** General Contractor
- c) **Awarded:** March 2024
Completed: Under Construction
- d) **Project's Initial Contract Price:** \$17,719,197
Project's Current Contract Price: \$17,719,197
- e) **Amount of fees received:** \$3,066
- f) **Staffing:** Project Manager: Mike Mastagni, Project Superintendent: Andy Meier, Electrical Subcontractor: Modesto Executive Electric, Mechanical Subcontractor: DDK Mechanical, Earthwork Subcontractor: AM Stephens Construction, Architect: TPH Architects, Electrical Engineer: HCS Engineering, Structural Engineer: Axiom Structural Design, Mechanical Engineer: Nexus Engineering
- g) **Relationship with owner/client:** Collaborative between Construction Manager, Architect and Contractor.
- h) **References:** Aaron Bowers, (209) 858-0502, abowers@musd.net
- i) **Discussion of claims, demands, and/or litigation:** No claims, demands, or litigation.

This project included Preconstruction Services; however, fee is n/a per Contract.

This project included phased completion.

-
- a) **Project's name and description:** (Lease/Leaseback) Nile Garden ES Modernization Phase 1; Remove and dispose of Relocatable Classroom Buildings, construct (2) buildings (one kindergarten Building and a multi-use/ gym) renovation to administration building, minor renovations to remainder of campus along with renovations of \ Relocatable Classroom Buildings.
 - b) **Firm's Role:** General Contractor
 - c) **Awarded:** December 2019
Completed: December 2021
 - d) **Project's Initial Contract Price:** \$16,105,564
Project's Final Contract Price: \$17,467,712
 - e) **Amount of fees received:** \$702,348
 - f) **Staffing:** Project Manager: Ron Kettelman, Project Superintendent: Andy Meier, Electrical Subcontractor: Modesto Executive Electric, Mechanical Subcontractor: AMS Heating, Plumbing Subcontractor: Summit Plumbing & Mechanical, Earthwork Subcontractor: AM Stephens, Architect: TPH Architects, Electrical Engineer: HCS Engineering, Mechanical Engineer: Nexus Engineering, Structural Engineer: Axiom Structural Design
 - g) **Relationship with owner/client:** Collaborative between Construction Manager, Architect and Contractor.
 - h) **References:** Aaron Bowers, (209) 858-0502, abowers@musd.net
 - i) **Discussion of claims, demands, and/or litigation:** No claims, demands, or litigation.

This project included Preconstruction Services; however, fee is n/a per Contract.

This project included phased completion.

Prior Relevant Experience

- a) **Project's name and description:** (Lease/Leaseback) Madison Elementary School Classroom Building; New two-story classroom building on existing campus, including replacement of portables
- b) **Firm's Role:** General Contractor
- c) **Awarded:** November 2020
Completed: December 2023
- d) **Project's Initial Contract Price:** \$20,581,945
Project's Final Contract Price: \$20,581,945
- e) **Amount of fees received:** \$44,753
- f) **Staffing:** Project Manager: Mike Mastagni, Project Superintendent: Rod Hampton, Electrical Subcontractor: Con J Franke Electric, Mechanical Subcontractor: Summit Plumbing & Mechanical, Plumbing Subcontractor: Summit Plumbing & Mechanical, Earthwork Subcontractor: AM Stephens, Architect: Architecnica, Electrical Engineer: M. Neils Engineering, Mechanical Engineer: Turley & Associates, Civil Engineer: Morris Engineering, Structural Engineer: Bevier Structural Engineering
- g) **Relationship with owner/client:** Collaborative between Construction Manager, Architect and Contractor.
- h) **References:** Lewis Pablo, lpablo@stocktonusd.net
- i) **Discussion of claims, demands, and/or litigation:** No claims, demands, or litigation.

This project included Preconstruction Services; however, fee is n/a per Contract.

This project included phased completion.

-
- a) **Project's name and description:** (Lease/Leaseback) Patterson High School Theater Addition; New Performing Arts building on existing campus
 - b) **Firm's Role:** General Contractor
 - c) **Awarded:** November 2020
Completed: September 2023
 - d) **Project's Initial Contract Price:** \$18,120,000
Project's Final Contract Price: \$18,957,881
 - e) **Amount of fees received:** \$1,641,487
 - f) **Staffing:** Project Manager: Ron Kettelman, Project Superintendent: Andy Meier, Electrical Subcontractor: Central Valley Electric Electric, Mechanical Subcontractor: Modern Air Mechanical, Plumbing Subcontractor: Nicro Plumbing, Earthwork Subcontractor: WC Maloney, Architect: NMR, Electrical Engineer: TK1SC, Civil Engineer: Northstar Engineering Group, Structural Engineer: NMR
 - g) **Relationship with owner/client:** Collaborative between Construction Manager, Architect and Contractor.
 - h) **References:** Kristi Ventura, kventura@patterson.k12.ca.us
 - i) **Discussion of claims, demands, and/or litigation:** No claims, demands, or litigation.

No Preconstruction services required

No phased completion

Prior Relevant Experience

- a) **Project's name and description:** (Lease/Leaseback) Nile Garden ES Modernization Phase 2; Construction of (2) Classroom Buildings, a new shade structure, and applicable site work
- b) **Firm's Role:** General Contractor
- c) **Awarded:** October 2024
Completed: Under Construction
- d) **Project's Initial Contract Price:** \$17,003,027
Project's Current Contract Price: \$17,003,027
- e) **Amount of fees received:** \$0 - Commencing
- f) **Staffing:** Project Manager: Mike Mastagni, Project Superintendent: Steve Wenzel, Electrical Subcontractor: Modesto Executive Electric, Mechanical Subcontractor: Comfort Air, Earthwork Subcontractor: AM Stephens Construction, Architect: TPH Architects, Electrical Engineer: HCS Engineering, Structural Engineer: Axiom Structural Design, Mechanical Engineer: Nexus Engineering
- g) **Relationship with owner/client:** Collaborative between Construction Manager, Architect and Contractor.
- h) **References:** Aaron Bowers, (209) 858-0502, abowers@musd.net
- i) **Discussion of claims, demands, and/or litigation:** No claims, demands, or litigation.

This project included Preconstruction Services; however, fee is n/a per Contract.

This project included phased completion.

Prior Relevant Experience

Projects Acme Construction has successfully completed that had obstacles, including the creative solutions on how these obstacles were overcome:

AGGRESSIVE SCHEDULE: Turlock HS Increment 1/ Phase 4: This project included a major high voltage upgrade to the campus, with underground trenching made directly through the middle of campus, as well as a new fire-alarm system throughout all existing buildings. The project included the relocation of 17 portables, new concrete tennis courts, restroom upgrades, site concrete, handicap ramps, and re-painting of the entire campus. Planning for this project started in early 2012.

Construction began in May 2012 and, with the exception of painting, all work was complete by the first week of September 2012. Acme Construction was able to alter the schedule and collaborate with the District and subcontractors in order to efficiently finish the project in time for school to start.

AGGRESSIVE SCHEDULE: Great Valley Learning Academy: The project consisted of moving 27 portable classrooms from a site in Manteca to a new site in Modesto. Buildings were not able to be moved until mid-June, and buildings had to be functional for the opening of school the second week of August. In addition to electrical and high voltage, buildings had to be set on concrete foundations and fire sprinklers had to be installed in the buildings. Acme was able to ensure the buildings were functional for the opening of school and installed the fire sprinklers four classrooms at a time during the school year. A septic system was added for the portable restrooms as well. Overall, the project was completed in November. Safety was a primary concern once school started, with protected ingress and egress for students, a Work Plan for parent drop-off and pick-up, as well as adequate access for construction personnel.

BUDGETARY RESTRICTIONS: Central Elementary School: The project consisted of 53,000 square feet of new buildings on an existing campus as part of a full-campus replacement project. The District awarded Acme the LLB contract but did not request preconstruction services in an effort to expedite construction. Plans were not complete which delayed bidding. In addition, the project came in 30% over-budget. Acme was able to Value Engineer half of the overage so the project could move forward. At the same time, Acme improved the quality of the design with Value Engineering while reducing cost. Some of the ideas included: (1) redesign of exterior skin for less water intrusion, (2) redesign of Civil Utilities for better function and to coordinate with Utility POC's, and (3) revised finishes in certain areas for better long-term function.

BUDGETARY RESTRICTIONS: Excelsior Middle School: When the project began, it had an original budget of \$18M, funded partially by Local Bond funds and State funds. However, the housing collapse limited the District's ability to charge property taxes and subsequently sell their bonds. This was combined with the State funds not being available. The original layout of four buildings was redesigned to 3, and the construction was broken down into two phases as bonds were sold and State funds became available. Ultimately, the project was completed with the same basic amenities as the original design, but for \$7M less than the original budget.

CURRENT & COMPLETED LEASE/ LEASEBACK & DESIGN/ BUILD SCHOOL PROJECTS 2019-2024

CURRENT PROJECTS									
CONTRACT TYPE	OWNER	CONTACT	EMAIL	PHONE	ACME P/M	ACME SUPER	CONTR AMT	IOR	
Lease/leaseback	Modesto City Schools	ROGER ORTH	orth.1@monet.k12.ca.us	209-574-1618	MIKE MASTAGNI	JOE SOUSA	7,524,000	JASON WADE	
Lease/leaseback	Modesto City Schools	ROGER ORTH	orth.1@monet.k12.ca.us	209-574-1618	MIKE MASTAGNI	ROD HAMPTON	1,955,000	TBD	
Lease/leaseback	Modesto City Schools	ROGER ORTH	orth.1@monet.k12.ca.us	209-574-1618	MIKE MASTAGNI	JOE SOUSA	3,315,000	TBD	
Lease/leaseback	Modesto City Schools	ROGER ORTH	orth.1@monet.k12.ca.us	209-574-1618	MIKE MASTAGNI	ROD HAMPTON	656,000	JERRY GANER	
Lease/leaseback	Gustine USD	BRYAN BALLENGER	bballeng@ustineusd.net	209-854-3784	MIKE MASTAGNI	STEVE WENZEL	3,468,538	TIM WOMACK	
Lease/leaseback	Stanislaus Union School District	ORLANDO DELGADILLO	orlando.delgadillo@cumming-group.com	209-603-9034	MIKE MASTAGNI	MARK THOMSSON	TBD	TBD	
Lease/leaseback	Stanislaus Union School District	ORLANDO DELGADILLO	orlando.delgadillo@cumming-group.com	209-603-9034	MIKE MASTAGNI	ROD HAMPTON	1,549,000	DENISE HAMPTON	
Lease/leaseback	San Luis Coastal USD	ARON BOWERS	abowers@musd.net	209-858-0502	MIKE MASTAGNI	ANDY MEIER	17,719,137	JASON WADE	
Design/Build	Manitaca USD	RON HOLCOMBE	rholcombe@pacifiiprogram.us	209-988-4032	ERIK JOHNSON	REID MCWILLAN	TBD	ZACH ABREGO	
Lease/leaseback	Manitaca USD	AARON BOWERS	abowers@musd.net	209-858-0502	ERIK JOHNSON	MARK THOMSSON	2,843,931	TONY HORNER	
Lease/leaseback	Ceres USD	KEN HINES	khines@ceres.k12.ca.us	209-556-1590	KEONI LAROT	DAN FUGLER	4,228,932	JOHN HILL	
Lease/leaseback	Ceres USD	KEN HINES	khines@ceres.k12.ca.us	209-556-1590	KEONI LAROT	DAN FUGLER	1,002,362	JOHN HILL	
Lease/leaseback	Ceres USD	KEN HINES	khines@ceres.k12.ca.us	209-556-1590	KEONI LAROT	DAN FUGLER	2,300,000	JOHN HILL	
Lease/leaseback	Ceres USD	KEN HINES	khines@ceres.k12.ca.us	209-556-1590	KEONI LAROT	DAN FUGLER	1,942,366	JOHN HILL	
Lease/leaseback	Ceres USD	KEN HINES	khines@ceres.k12.ca.us	209-556-1590	KEONI LAROT	DAN FUGLER	2,891,444	JOHN HILL	
Lease/leaseback	Ceres USD	KEN HINES	khines@ceres.k12.ca.us	209-556-1590	KEONI LAROT	DAN FUGLER	5,520,299	JASON WADE	
Lease/leaseback	Modesto City Schools	ROGER ORTH	orth.1@monet.k12.ca.us	209-574-1618	MIKE MASTAGNI	JOE SOUSA	10,215,533	TONY HORNER	
CONTRACT TYPE	OWNER	CONTACT	EMAIL	PHONE	ACME P/M	ACME SUPER	CONTR AMT	IOR	
Lease/leaseback	Manitaca USD	AARON BOWERS	abowers@musd.net	209-858-0502	MIKE MASTAGNI	MARK THOMSSON	4,641,217	MEREDITH HOLLOWAY	
Design/Build	Tracy Unified School District	JAMIE QUINTANA	jquintana@usd.net	209-830-7990	MIKE MASTAGNI	ROD HAMPTON	12,565,329	TODD ANDERSON	
Lease/leaseback	Stockton Unified School District	KRISTI VENTURA	kventura@stocktonusd.net	209-933-7000	ERIK JOHNSON	ROD HAMPTON	20,581,945	JASON ZACHARY	
Design/Build	San Luis Coastal USD	RON HOLCOMBE	rholcombe@pacifiiprogram.us	209-988-4032	GREG MASTAGNI	JOHN HOGAN	7,639,389	JON MORENO	
Design/Build	San Luis Coastal USD	RON HOLCOMBE	rholcombe@pacifiiprogram.us	209-988-4032	GREG MASTAGNI	REID MCWILLAN	9,434,836	ZACH ABREGO	
CONTRACT TYPE	OWNER	CONTACT	EMAIL	PHONE	ACME P/M	ACME SUPER	CONTR AMT	IOR	
Design/Build	San Luis Coastal USD	RON HOLCOMBE	rholcombe@pacifiiprogram.us	209-988-4032	GREG MASTAGNI	JOHN HOGAN	3,810,892	JON MORENO	
Design/Build	San Luis Coastal USD	RON HOLCOMBE	rholcombe@pacifiiprogram.us	209-988-4032	GREG MASTAGNI	REID MCWILLAN	10,717,072	ZACH ABREGO	
Design/Build	San Luis Coastal USD	RON HOLCOMBE	rholcombe@pacifiiprogram.us	209-988-4032	GREG MASTAGNI	JOHN HOGAN	696,493	JON MORENO	
CONTRACT TYPE	OWNER	CONTACT	EMAIL	PHONE	ACME P/M	ACME SUPER	CONTR AMT	IOR	
Lease/leaseback	Modesto City Schools	ROGER ORTH	orth.1@monet.k12.ca.us	209-574-1618	MIKE MASTAGNI	SHANE PELTIER	2,804,143	JASON WADE	
Lease/leaseback	Modesto City Schools	ROGER ORTH	orth.1@monet.k12.ca.us	209-574-1618	MIKE MASTAGNI	SHANE PELTIER	5,842,535	JERRY GAYNOR	
Design/Build	San Luis Coastal USD	RON HOLCOMBE	rholcombe@pacifiiprogram.us	209-988-4032	GREG MASTAGNI	JOHN HOGAN	13,929,354	JON MORENO	
Lease/leaseback	Patterson USD	ZANE SCHREDER	zane@zaneschreder.com	530-338-9733	RON KETTELMAN	ANDY MEIER	18,957,881	DON WILLIAMS	
Design/Build	San Luis Coastal USD	RON HOLCOMBE	rholcombe@pacifiiprogram.us	209-988-4032	GREG MASTAGNI	JOHN HOGAN	8,911,978	JON MORENO	
Lease/leaseback	Modesto City Schools	DUANE WOLTERSTORFF	wolterstorff.d@monet.k12.ca.us	209-574-8497	MIKE MASTAGNI	SHANE PELTIER	2,585,320	JERRY GAYNOR	
Lease/leaseback	Patterson USD	ZANE SCHREDER	zane@zaneschreder.com	530-338-9733	ERIK JOHNSON	JOE SOUSA	11,451,802	DON WILLIAMS	
CONTRACT TYPE	OWNER	CONTACT	EMAIL	PHONE	ACME P/M	ACME SUPER	CONTR AMT	IOR	
Lease/leaseback	Manitaca USD	AARON BOWERS	abowers@musd.net	209-858-0502	RON KETTELMAN	ANDY MEIER	17,467,712	JASON WADE	
Lease/leaseback	SCOPE	CARINA McDONALD	cmcdonald@stancos.org	209-238-1920	MIKE MASTAGNI	ROD HAMPTON	12,246,455	JOHN HILL	
Lease/leaseback	San Luis Coastal USD	RON HOLCOMBE	rholcombe@pacifiiprogram.us	209-988-4032	GREG MASTAGNI	REID MCWILLAN	1,121,191	ZACH ABREGO	
Lease/leaseback	Ceres USD	KEN HINES	khines@ceres.k12.ca.us	209-556-1590	KEONI LAROT	SHANE PELTIER	1,788,519	JERRY GAYNOR	
Lease/leaseback	San Luis Coastal USD	RON HOLCOMBE	rholcombe@pacifiiprogram.us	209-988-4032	GREG MASTAGNI	JOHN HOGAN	1,395,847	JON MORENO	
Design/Build	San Luis Coastal USD	RON HOLCOMBE	rholcombe@pacifiiprogram.us	209-988-4032	GREG MASTAGNI	JOHN HOGAN	8,725,088	JON MORENO	
Design/Build	San Luis Coastal USD	RON HOLCOMBE	rholcombe@pacifiiprogram.us	209-988-4032	GREG MASTAGNI	REID MCWILLAN	11,945,927	ZACH ABREGO	
Lease/leaseback	Ceres USD	KEN HINES	khines@ceres.k12.ca.us	209-556-1590	KEONI LAROT	ROD HAMPTON	6,102,971	JOHN HILL	
Lease/leaseback	Modesto City Schools	DUANE WOLTERSTORFF	wolterstorff.d@monet.k12.ca.us	209-574-8497	MIKE MASTAGNI	SHANE PELTIER	3,806,522	JASON WADE	
CONTRACT TYPE	OWNER	CONTACT	EMAIL	PHONE	ACME P/M	ACME SUPER	CONTR AMT	IOR	
Lease/leaseback	San Luis Coastal USD	RON HOLCOMBE	rholcombe@pacifiiprogram.us	209-988-4032	GREG MASTAGNI	MICHAEL ATKINSON	9,894,855	JON MORENO	
Lease/leaseback	San Luis Coastal USD	RON HOLCOMBE	rholcombe@pacifiiprogram.us	209-988-4032	GREG MASTAGNI	MICHAEL ATKINSON	5,048,863	JON MORENO	
Lease/leaseback	Stockton Unified School District	JOE ZAPP	jzapp@stockton.k12.ca.us	209-933-7045	MIKE MASTAGNI	SHANE PELTIER	2,982,082	CHUCK SCIOLINO	
Design/Build	San Luis Coastal USD	RON HOLCOMBE	rholcombe@pacifiiprogram.us	209-988-4032	GREG MASTAGNI	REID MCWILLAN	2,834,610	ZACH ABREGO	
CONTRACT TYPE	OWNER	CONTACT	EMAIL	PHONE	ACME P/M	ACME SUPER	CONTR AMT	IOR	
Lease/leaseback	Patterson USD	ZANE SCHREDER	zane@zaneschreder.com	530-338-9733	ERIK JOHNSON	JOE SOUSA	4,645,000	DON WILLIAMS	
Lease/leaseback	San Luis Coastal USD	RON HOLCOMBE	rholcombe@pacifiiprogram.us	209-988-4032	GREG MASTAGNI	JOHN HOGAN	8,269,939	JON MORENO	
Lease/leaseback	Ceres USD	KEN HINES	khines@ceres.k12.ca.us	209-556-1590	ERIK JOHNSON	JEFF KELLEY	2,623,910	MIKE CENTANO	
Lease/leaseback	Stockton Unified School District	JOE ZAPP	jzapp@stockton.k12.ca.us	209-933-7045	RON KETTELMAN	JACK NETTIES	5,080,369	CHUCK SCIOLINO	
Lease/leaseback	Turlock Unified School District	SCOTT RICHARDSON	srichardson@turlock.k12.ca.us	209-667-0578	RON KETTELMAN	JEFF KELLEY	4,513,000	MIKE CENTANO	
Design/Build	Tracy Unified School District	JAMIE QUINTANA	jquintana@usd.net	209-830-7990	MIKE MASTAGNI	ANDY MEIER	27,858,309	PAUL HULL	
Design/Build	Salida USD	TWILA TOSH	ttosh@salida.k12.ca.us	209-535-0339	ERIK JOHNSON	JOE SOUSA	2,430,000	BRUCE STEWART	
Lease/leaseback	San Luis Coastal USD	RON HOLCOMBE	rholcombe@pacifiiprogram.us	209-988-4032	GREG MASTAGNI	CAMERON NELSON	9,285,511	ZACH ABREGO	
Design/Build	San Luis Coastal USD	RON HOLCOMBE	rholcombe@pacifiiprogram.us	209-988-4032	GREG MASTAGNI	MICHAEL ATKINSON	2,560,338	JON MORENO	
Lease/leaseback	San Luis Coastal USD	RON HOLCOMBE	rholcombe@pacifiiprogram.us	209-988-4032	GREG MASTAGNI	MICHAEL ATKINSON	7,943,476	JON MORENO	

Contracting History

a) Failure to enter into a contract or professional services agreement once selected:

Acme Construction has never failed to enter into a contract or professional services agreement.

b) Withdrawal of a proposal or bid as a result of an error:

Acme Construction has never withdrawn a proposal or bid as a result of an error.

c) Termination or failure to complete a contract:

Acme Construction has never been terminated or failed to complete a contract.

d) Debarment by any municipal, county, state, federal or local agency:

Acme Construction has never been debarred by any municipal, county, state, federal or local agency.

e) Involvement in litigation, arbitration, or mediation:

Acme Construction has never been involved in litigation, arbitration, or mediation.

f) Conviction of the Respondent or its principals for violating any state or federal antitrust laws by bid or proposal rigging, collusion, or restrictive competition between bidders or proposers, or conviction of any other federal or state law related to bidding or performance of services:

Neither Acme Construction nor any of its principals have been convicted of violating any state or federal antitrust laws by bid or proposal rigging, collusion, or restrictive competition between bidders or proposers, or convicted of any other federal or state law related to bidding or performance services.

g) Knowing concealment of any deficiency in the performance of a prior contract:

Acme Construction has never knowingly concealed any deficiency in the performance of a prior contract.

h) Falsification of information or submission of deceptive or fraudulent statement in connection with a contract.

Acme Construction has never falsified information or submitted deceptive or fraudulent statements in connection with a contract.

i) Willful disregard of applicable rules, laws, or regulations:

Acme Construction has never willfully disregarded applicable rules, laws, or regulations.

j) Acme Construction acknowledges that failure to disclose information regarding any of the above may be deemed to indicate an unsatisfactory record of performance. Information regarding any of the above may be considered in determining the suitability of Acme Construction to perform the needed services. Accordingly, Respondent may describe mitigating factors as part of description of any of the above.

Pricing and Contingency

Please see attached Price Proposal and General Conditions Breakdown.

APPENDIX C
GMP Price Proposal

MERRILL F WEST HS AGRICULTURE CTE BLDG PROJECT INC. 1 and INC. 2

The plans and specifications for the Merrill F West HS Agriculture CTE Bldg. Project in in review at DSA and the District seeks a "budget" price proposal which will form the basis for any lease-leaseback contract for the project. Contractor will be permitted to use a fifteen percent (15%) contingency increase to their price proposals for DSA changes to project once approved.

Contractor hereby submits the following Guaranteed Maximum Price proposal for the completion of the Merrill F West HS Agriculture CTE Bldg. Project, which includes all costs for completion of the project including, without limitation, necessary labor, material, subcontract costs, tools, utilities, services, transportation, overhead, supervision, general conditions, insurance, bonds and administration costs, permits and profit.

Base Construction Fee for Inc. 1 \$ 3,700,000

Base Construction Fee for Inc. 2 \$ 7,600,000

Preconstruction Fee \$ **1,000.00**

Contingency: Fifteen Percent (15%) of Construction Fee \$ 1,695,150

Total (GMP) for West HS Agriculture CTE Bldg. Project in the amount of

Twelve million, nine hundred ninety six thousand, one hundred fifty Dollars \$ 12,996,150

1. Receipt and acceptance of the following Addenda is hereby acknowledged:

No. <u>1</u> , Dated <u>11/14/2024</u>	No. _____, Dated _____
No. _____, Dated _____	No. _____, Dated _____
No. _____, Dated _____	No. _____, Dated _____

ACME CONSTRUCTION
PRICE PROPOSAL
MERRILL F. WEST HS AGRICULTURE CTE BUILDING PROJECT

Construction Budget	13,000,000	% of GMP
1 Pre Construction Services Fee	Inc. in Resp. Fee	0.00%
2 Respondent's Fee (Insurance Costs not Included)	715,000	5.50%
3 General Conditions (see attached breakdown)	766,430	5.90%
4 Bonds and Insurance Percentages		
1 Liability Insurance	65,000	0.50%
2 Builder's Risk Insurance	130,000	1.00%
3 Payment & Performance Bonds	99,000	0.76%
5 Construction Contingency (Errors & Omissions)	NIC - TBD	0.00%
6 Allowances		
1 Security	65,000	0.50%
TOTALS	1,840,430	14.16%

- Contractor Fee based on 5.0% of GMP. Actual Fee will be calculated on Construction Costs and General Conditions Costs only (no Insurance).
- General Conditions Costs based on Attached Breakdown.
- Additional markup on Subcontractors included in Respondent's Fee.
- Liability Insurance will be calculated as a percentage including Construction Costs, General Conditions and Contractor Fee. Actual Percentages and Amounts to be determined pending Final Budget, NTE costs shown (\$13.0M Budget).
- Builder's Risk Insurance to be calculated as a quote, NTE costs shown (\$13.0M Budget).
- Payment/Performance Bonds to be calculated as a percentage including Construction Costs, General Conditions, Contractor Fee, Liability Insurance, and Builder's Risk Insurance, NTE costs shown (\$13.0M Budget).
- Supervision Costs included in General Conditions. See Attached Breakdown for actual costs.
- District Construction Contingency is estimated and actual amount pending District Approval.
- Pricing includes Allowance for Security and/or Fire Watch as required.
- Estimate compiled by Mike Mastagni, with 20 years of Estimating Experience.
- General Conditions Estimates on prior LLB Projects have within 5% of actual costs.
- Acme Construction acknowledges that after the Agreement is awarded and DSA approves the plans and specs that we will provide a Guaranteed Maximum Price ("GMP") for the Project. As part of that GMP, Acme will provide the District access to all documents used to compile the GMP.

**MERRILL F. WEST AG CTE BUILDING
GENERAL CONDITIONS BREAKDOWN**

Category	Description	GC Cost/Month
SUPERVISION		
	Project Manager	-
	Superintendant	22,000
	Project Foreman	10,000
CONSTRUCTION FACILITIES		
	Jobsite office including set up and take down	420
	Storage Containers	150
	Office Furniture and Equipment	150
	Onsite phone/fax/mobile phone costs	550
	Onsite Internet/Data Costs	600
	Office Supplies	100
	Blueprinting	300
TEMPORARY FACILITIES		
	Temporary power set up	600
	Temporary heat	75
	Temporary construction water	200
	Temporary toilet and handwash facilities	750
	Equipment Rental	3,500
	Fuel	500
	Small tools	200
SITE CONDITIONS/SAFETY		
	First Aid	100
	Safety	250
	Dust Control	600
	SWPP Install/Maintenance	3,000
	Project signage	50
	Temporary Fencing	1,800
	Temporary Barricades & Walkways	300
CLEAN UP		
	Continuous Cleanup	4,000
	Trash Containers	2,000
	Final Cleaning	2,500
	Bottled Water	50

TOTAL GENERAL CONDITIONS COSTS PER MONTH	54,745
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ESTIMATED CONSTRUCTION SCHEDULE (MONTHS)	14
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TOTAL GENERAL CONDITIONS (COSTS/MONTH X # OF MONTHS)	766,430
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Insurance

Please see attached compliance letter from Dibuduo & DeFendis Insurance Brokers, LLC. on behalf of Acme Construction, indicating its ability to provide insurance coverage in accordance with the insurance requirements in APPENDIX B.

Also attached is a Certificate of Insurance.

DiBuduo DeFendis INSURANCE

November 19, 2024

Tracy Unified School District
Attn: Facilities Department
1875 W. Lowell Ave
Tracy, CA 95376

Re: Named Insured: Acme Construction Co., Inc.
Project: RFP #2024/25-007 Merrill F. West HS Agriculture CTE Building Project
Policy Type: General Liability, Auto Liability, Workers Compensation and Employer's Liability, Pollution Liability, Builders Risk, as required by contract

To Whom it May Concern,

Our client, Acme Construction Co., Inc., is currently insured through DiBuduo & DeFendis Insurance Brokers, LLC.

We intend to comply and procure all required insurance coverages specified in the Request For Qualifications submitted to us.

Should you need anything else, please let us know.

Sincerely,



Manny Fagundes
CA License #0561018

MF/amf



6873 N. West Avenue, Suite 101 | P.O. Box 5479 | Fresno, California 93755-5479 | (559) 432-0222

License Number 0E02096 | www.dibu.com

FRESNO | BAKERSFIELD | TAFT | HOLLISTER | MODESTO | SAN LUIS OBISPO | DINUBA | LODI | VENTURA



ACMECON-01

AFERGUSON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/19/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0E02096 DiBuduo & DeFendis Insurance Brokers, LLC 6873 N. West Ave, Ste 101 Fresno, CA 93711	CONTACT NAME: PHONE (A/C, No, Ext): (559) 432-0222 FAX (A/C, No): E-MAIL ADDRESS:														
INSURED Acme Construction Co., Inc. PO Box 4710 Modesto, CA 95352-4710	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A : Travelers Indemnity Company of Connecticut</td><td>25682</td></tr><tr><td>INSURER B : Travelers Property Casualty Company of America</td><td>25674</td></tr><tr><td>INSURER C :</td><td></td></tr><tr><td>INSURER D :</td><td></td></tr><tr><td>INSURER E :</td><td></td></tr><tr><td>INSURER F :</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Travelers Indemnity Company of Connecticut	25682	INSURER B : Travelers Property Casualty Company of America	25674	INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			DT22CO9M521688TCT23	12/31/2023	12/31/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 PD Deductible \$ 10,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			BA9M2598302326G	12/31/2023	12/31/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP9M5230672326	12/31/2023	12/31/2024	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	UB6J8495622426G	10/1/2024	10/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
IF ANY FORMS ARE REFERENCED BELOW OR ATTACHED TO AND PART OF THIS CERTIFICATE, THEY ONLY APPLY AS REQUIRED PER WRITTEN CONTRACT OR WRITTEN AGREEMENT BETWEEN THE LISTED PARTIES AND THE INSURED, AND ARE SUBJECT TO THE POLICY PROVISIONS. IN THE ABSENCE OF SUCH WRITTEN CONTRACT OR WRITTEN AGREEMENT, THE REFERENCED OR ATTACHED FORMS MAY NOT BE APPLICABLE.

RE: RFP #2024/25-007 Merrill F. West HS Agriculture CTE Building Project

CERTIFICATE HOLDER

CANCELLATION

Tracy Unified School District
1875 W. Lowell Ave
attn: Facilities Dept.
Tracy, CA 95376

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Assurances

Acme Construction acknowledges all of the following items and confirms that it will be willing and able to perform these items:

Preconstruction Services:

- a) Site Evaluation
- b) Plan Review
- c) Pre-Construction Meetings
- d) Value Engineering
- e) Detailed Construction CPM Schedule
- f) Preliminary and Detailed Estimates
- g) Construction Planning
- h) Other services reasonable and necessary to control the budget and schedule

Construction Services:

- a) Project Accounting and Management Systems
- b) General Conditions
- c) Management of Project
- d) Trade Contractors

Dated: November 19, 2024

Signed: _____


Philip Mastagni

Form of Agreement

After having reviewed the Agreement attached to this RFQ as APPENDIX B, Acme Construction confirms that if given the opportunity to contract with the District, there are no substantive objections to the use of the District's standard agreement.

Dated: November 19, 2024

Signed: _____


Philip Mastagni

Addendum No. 1

Acme Construction has reviewed Addendum No. 1.

