

## **EXHIBIT C**

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

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

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

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

Pursuant to the Facilities Lease, Developer will cause the Project to be constructed for an amount to be determined after the Division of the State Architect ("DSA") approves the plans and specification for the Project ("Guaranteed Maximum Price").

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **2.1.4 Allowances**

Because it is impossible at the time of execution of the Facilities Lease to determine the exact cost of performing certain tasks, the Cost of the Work shall include the following Allowances for the Tasks/Work, which are to be inserted by amendment, if necessary:

<b>Task/Work</b>	<b>Allowance Amount</b>
	TBD
	TBD
	TBD
Total Allowance Amount	TBD

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

## **2.1.5 Miscellaneous Costs**

**2.1.5.1** Where not included in the General Conditions, and with the prior approval of District, costs of document reproductions (photocopying and blueprinting expenses), long distance telephone call charges, postage, overnight and parcel delivery charges, telephone costs including cellular telephone charges, facsimile or other communication service at the Project site, job photos and progress schedules, and reasonable petty cash expenses of the site office. Developer shall consult with District to determine whether District has any vendor relationships that could reduce the cost of these items and use such vendors whenever possible.

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

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

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

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

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

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

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

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

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

not recovered by the Developer from insurance, sureties, Subcontractors or suppliers.

#### **2.1.6 Excluded Costs**

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

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

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

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

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

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

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

Four and one half percent (4 1/2%) of the Cost of the Work as described in Section 2.1.

#### **2.1.8 Bonds and Insurance**

For insurance and bonds required under this Facilities Lease (exclusive of those required by Subcontractors, which costs are included in the subcontract amounts), that portion of insurance and bond premiums which are directly attributable to this Contract, which shall be calculated at a rate of one percent (1%) of the Cost of the Work for insurance and one percent (1%) of the Cost of the Work for payment and performance bonds.

#### **2.1.9 Contingency**

**2.1.9.1** The Phase 2 Venetia Valley Increment 1 Guaranteed Maximum Price includes a Developer Contingency of five percent (5%) of the Cost of the Work as described in Section 2.1.1, 2.1.2, and 2.1.3 for potential additional construction costs for District required changes, unforeseen conditions that occur over the course of construction and/or scope gaps between the subcontract categories of the Work.

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

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

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

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

### **2.3 Total Payment**

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

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

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

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

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

#### **2.4.4 Cost Savings**

Developer shall work cooperatively with Architect, Construction Manager, subcontractors and District, in good faith, to identify appropriate opportunities to reduce the Project costs and promote cost savings. Any identified cost savings from the Guaranteed Maximum Price shall be identified by Developer, and approved in writing by the District. If any cost savings require revisions to the Construction Documents, Developer shall work with the District and Architect with respect to revising the Construction Documents and, if necessary, obtaining the approval of DSA with respect to those revisions. Developer shall be entitled to an adjustment of Contract Time for delay in completion caused by any cost savings adopted by District pursuant to **Exhibit D**, if requested in writing before the approval of the cost savings.

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

**2.4.6** If the Parties agree to a reduction or increase in the Guaranteed Maximum Price, the Loan Amount indicated in **Attachment 3** shall be adjusted accordingly and **Attachment 3** shall be amended prior to the commencement of Lease Payments.

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

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

### **4. Lease Payments**

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

**4.1** The Lease Payments shall be consideration for the District's rental, use, and occupancy of the Project and the Project Site and shall be made in monthly installments as indicated in the Schedule of Lease Payments attached hereto as **Attachment 3** for the duration of the lease term of one (1) year, with the first Lease Payment due ninety (90) days after execution of the Memorandum of Commencement Date.

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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## ATTACHMENT 1

### PHASE 1 GENERAL CONDITIONS COSTS: VENETIA VALLEY INTERIM HOUSING

GENERAL CONDITIONS									
Project Name Venetia Valley Interim Housing									
Estimator Erik Andresen									
Project Bid Date 6/8/18									
Project Duration (MO) 2.54									
Project SF 25,000									
GC's Total								134,219	
Phase Code	Description	Quantity	Unit Measure	Labor	Mtl	Sub	Equipt	Total Unit Cost	Total Cost
10020	CPM Schedule	2	M\$			1,750.00		1,750	3,500
10031	Hydrant Meter	2.54	MO		300.00			300	762
10032	Drinking Water/First Aid & Office Supplies	2.54	MO		50.00			50	127
10034	Job Sign	1	EA	500.00		1,500.00		2,000	2,000
10035	Safety Supplies	2.54	MO		100.00			100	254
10070	Equipment Repair	2.54	MO				875.00	875	2,223
10075	Reach Forklift	3	MO				2,100.00	2,100	6,300
10080	Traffic Control	1	LS			7,500.00		7,500	7,500
10100	Portable Toilets (2EA) Monthly	5	MO			360.00		360	1,800
10250	Temp Electrical Set-Up	1	LS			5,000.00		5,000	5,000
10250	Temp Electrical Monthly	2.54	MO		300.00			300	762
10300	Debris Box	4	EA		600.00			600	2,286
10310	Tool Container Pick-Up/Drop-Off	1	EA			600.00		600	600
10310	Tool Container Monthly	3	MO			60.00		60	180
10310	Storage Container Pick-Up / Drop-Off	1	EA			600.00		600	600
10310	Storage Container Monthly	3	MO			60.00		60	180
10400	Progressive Clean-Up	2.20	WK	2,320.00				2,320	5,104
10410	Final Clean-up	25,000	SF			0.53		1	13,250
10600	Temporary Job Fence	2,160	LF		3.50			3.50	7,560
10630	Protect Trees	2	EA	750.00	400.00			1,150	2,300
10730	Purchase Drawings	12	EA		100.00			100	1,200
10800	Project Manager	5.5	WK	2,725.00				2,725	14,988
10810	Superintendent	11	WK	3,500.00				3,500	38,500
10820	Project Engineer	5.5	WK	1,879.00				1,879	10,335
10830	Health & Safety Representative	1.1	WK	2,211.00				2,211	2,432
10840	General Purpose Laborer	1.93	WK	2,320.00				2,320	4,478
Total Estimate								134,219	

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## GENERAL CONDITIONS COSTS FOR SUBSEQUENT PHASES

**General Conditions for Phases other than Phase 1 are \$40,072 per month. Total General Conditions for Phase 2: Increment 1 is \$240,432, six months duration.**

ALTEN CONSTRUCTION, INC.  
GENERAL CONDITIONS

Project Name Venetia Valley Classroom Replacement and New MPR  
Estimator Erik Andresen  
Project Bid Date 10/27/17  
Project Duration (MO) 24  
Project SF 41,000

GC's Total **961,730**  
Monthly **40,072**

Phase		Quantity	Unit	Labor	Mtl	Sub	Equipt	Total Unit	
Code	Description		Measure					Cost	Total Cost
10020	CPM Schedule	24	MO			1,750.00		1,750.00	42,000
10030	Job Office Set-Up / Removal	1	EA			2,500.00		2,500.00	2,500
10030	Job Office Monthly	24	MO			450.00		450.00	10,800
10030	Inspector's Office Set-Up / Removal	1	EA			2,500.00		2,500.00	2,500
10030	Inspector's Office Monthly	24	MO			250.00		250.00	6,000
10030	Inspector's Office Furnishings	1	LS		3,000.00			3,000.00	3,000
10032	Drinking Water/First Aid & Office Supplies	24	MO		50.00			50.00	1,200
10034	Job Sign	1	EA	500.00		1,500.00		2,000.00	2,000
10035	Safety Supplies	24	MO		100.00			100.00	2,400
10036	Temporary Fire Protection	24	MO		100.00			100.00	2,400
10070	Equipment Repair	24	MO				875.00	875.00	21,000
10075	Reach Forklift	12	MO				2,600.00	2,600.00	31,200
10100	Portable Toilets (2EA) Monthly	48	MO			360.00		360.00	17,280
10200	Job Telephone Set-Up	1	EA			1,500.00		1,500.00	1,500
10200	Job Phone Monthly	24	MO		250.00			250.00	6,000
10250	Temp Electrical Set-Up	1	LS			5,000.00		5,000.00	5,000
10250	Temp Electrical Monthly	24	MO		300.00			300.00	7,200
10300	Debris Box	40	EA		600.00			600.00	24,000
10310	Tool Container Pick-Up/Drop-Off	2	EA			600.00		600.00	1,200
10310	Tool Container Monthly	48	MO			60.00		60.00	2,880
10310	Storage Container Pick-Up / Drop-Off	2	EA			600.00		600.00	1,200
10310	Storage Container Monthly	48	MO			60.00		60.00	2,880
10400	Progressive Clean-Up	9	WK	2,320.00				2,320.00	20,880
10410	Final Clean-up	41,000	SF			0.00		0.00	0
10501	Electronic Security System Set-Up	1	LS			4,000.00		4,000.00	4,000
10501	Electronic Security Monthly Cost	24	MO			400.00		400.00	9,600
10730	Purchase Drawings	35	EA		200.00			200.00	7,000
10800	Project Manager	52	WK	2,725.00				2,725.00	141,700
10810	Superintendent	104	WK	3,500.00				3,500.00	364,000
10820	Project Engineer	104	WK	1,879.00				1,879.00	195,416
10830	Health & Safety Representative	10	WK	2,211.00				2,211.00	22,994
Total Estimate									961,730

\*\*\* Please note that all items not included in the list above are considered Direct Job Costs and will be included as Bid items in the GMP.

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## **ATTACHMENT 2**

### **GUARANTEED MAXIMUM PRICE**

The total Project Guaranteed Maximum Price ("GMP") shall be comprised of the Project phase GMPs, as set forth below. All references to "GMP" shall refer to the total Project Guaranteed Maximum Price. The Project phase GMPs are as follows:

**Phase 1: Venetia Valley Interim Housing GMP: \$2,972,152**

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VENETITA VALLEY INTERIM HOUSING				
BID TABULATION				
CSI	Description	Firm	City	COST
	General Conditions	Alten	Richmond	134,219
	Overhead & Profit	Alten	Richmond	125,478
	Bonds & Insurance	Alten	Richmond	58,277
	Construction Contingency - 2.5%			71,880
	Survey	Fullen	Brentwood	18,000
	Utility Location Allowance	Alten	Richmond	5,400
	Pothole for Utilities	Alten	Richmond	8,500
	Grading/Paving/Utilities	WR Forde	Richmond	571,205
	Restripe BB Court	Alten	Richmond	3,000
	Site Signage & Way Finding	Allowance		4,000
	Erosion Control	Alten	Richmond	19,420
	Fences & Gates	AAA	Santa Clara	21,975
	KNOX VAULT	Alten	Richmond	1,000
	Landscape & Irrigation	Neary Landscape	Cotati	63,050
	Site Concrete	Alten	Richmond	8,922
	Misc Rough Carp	Alten	Richmond	23,544
	Remove/Replace Ceiling Tiles	Alten	Richmond	13,919
	Room Identification	A Good Sign	Santa Ana	4,800
	Room ID Installation	Alten	Richmond	934
	Fire Extinguishers	NIC - Furnished and Installed by the District		NIC
	Relocate Portables - N&O	NIC - DISTRICT to Contract with outside Vendor for F		NIC
	Utility Disconnect at Portables	Alten	Richmond	3,200
	Plumbing	Cal Pacific Systems	San Francisco	13,000
	Site Drinking Fountains			17,600
	Electrical	Mike Brown Electric	Cotati	1,744,504
	Electrical PG&E Pad	Alten	Richmond	9,865
	Bollards at Electrical Equipment	Alten	Richmond	8,400
	Demo & Replace Asphalt			13,678
	Stockpile Electrical Spoils			4,382
TOTAL BASE BID				2,972,152

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Venetia Valley Interim Housing							
List# 14861						Direct Cost	2,654,178
						General Conditions	134,219
						Total Base Bid	2,788,397
CSI	Description	Firm	City	License#	DIR#	Sub\$\$\$	Bid \$\$\$
	Construction Contingency - 2.5%					71,880.00	71,880
****	Survey	Fullen	Brentwood			18,000	18,000
***	Utility Location	GeoTech	Moraga			5,400	5,400
	POTHOLE	Alten	Richmond	705713		8,500	8,500
2221	Clear & Grub	WR Forde	Richmond			578,960	578,960
2230	Earthwork & Paving						
2510	Site Utilities						
	ADDED SCOPE DSA DRAWINGS					24,745	24,745
	STOCKPILE SPOILS ON SITE	WR Forde	Richmond			-32,500	-32,500
***	Pavement Marking (BB COURT- ELEC TRENCH)	Striping Graphics	Cotati			3,000	3,000
***	Site Signage & Way Finding	Alten	Richmond	705713		4,000	4,000
	Erosion Control						
	Stabilized Entrance					6,700	6,700
	Fiber Roll/Silt Fence					12,720	12,720
2821	Fences & Gates	AAA	Santa Clara	522762		21,975	21,975
	KNOX VAULT-INSTALLED	Alten	Richmond	705713		1,000	1,000
2920	Modify Irrigation	Neary Landscape				34,250	34,250
-	Mulch @Landscape Area	Neary Landscape				28,800	28,800
2751	Site Concrete DF Pads	Alten	Richmond	705713		8,922	8,922
6100	Misc Rough Carp	Alten	Richmond	705713		21,144	21,144
	(Closure Panels)	Alten	Richmond	705713		2,400	2,400
	(Plywood Backboards - 4.1)						
9500	R&R Ceiling Tiles	Alten	Richmond	705713		13,919	13,919
10140	Room Signage	A Good Sign	Santa Ana			4,800	4,800
	INSTALLATION	Alten	Richmond	705713		934	934
10440	Fire Extinguishers					0	0
	Fire Extinguishers to be provided by Modular Lease Co						
	INSTALL	Alten	Richmond	705713		0	0

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13000	Relocate Portables - N&O					NIC	NIC
	Utility Disconnect (E ) Portables	Cal Pacific Systems	San Francisco			3,200	3,200
15400	Plumbing Connections	Cal Pacific Systems	San Francisco			13,000	13,000
	SITE DRINKING FOUNTAINS	Cal Pacific Systems	San Francisco			17,600	17,600
16000	Electrical	Mike Brown Electric	Cotati			1,744,504	1,744,504
	TRANSFORMER PAD	Alten	Richmond	705713		9,865	9,865
	BOLLARDS	Alten	Richmonf	705713		8,400	8,400
	DEMO/REPLACE AC PAVING	Alten	Richmond	705713		13,678	13,678
	STOCKPILE SPOILS	Alten	Richmond	705713		4,382	4,382
TOTAL BASE BID							2,654,178

Bid Total

	Direct Cost	2,654,178		
	General Conditions	134,219		
	Total Base Bid	2,788,397		
		BASE BID	Alt#1	Alt#2
	Total Base Bid	2,788,397	353,000	127,780
4.5%	O/H & P	125,478	15,885	5,750
	Subtotal	2,913,875	368,885	133,530
2.0%	Bonding & Insr	58,277	7,378	2,671
	Total Base Bid	2,972,152	376,263	136,201
			Restore	Temp
			After	Access
			Completion	Road
	BREAKDOWN OF COSTS			
	Interim Housing	2,588,428		
	Permanent Power	383,724		
	Total Base Bid	2,972,152		

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**Phase 2 Venetia Valley Increment 1 GMP: \$5,319,290**

<b>VENETIA VALLEY INCREMENT 1</b>				
<b>BID TABULATION - V.E. REVISED 9-10-18</b>				
CSI	Description	Firm	City	Bid \$\$\$
	General Conditions	Alten	Richmond	240,432
	Overhead and Profit	Alten	Richmond	212,397
	Bonds & Insurance	Alten	Richmond	98,647
	Construction Contingency-5%			253,300
	Allowance for RR Port Hook-ups			35,000
	Temporary Access Road	WR Forde	Richmond	126,780
	Hydrant Meter/Water Usage	Alten	Richmond	4,100
	CM Trailer/Furnishings/Div 01	Alten	Richmond	28,421
	Site Cleaning	Alten	Richmond	11,136
	Survey	Fullen	Brentwood	18,720
	Rodent Control	Clark Pest Control	Lodi	4,800
	Potholing	Alten	Richmond	11,140
	Utility Location	Alten	Richmond	8,225
	Traffic Control	Bay Area Traffic Solutions/AC	Sacto	6,786
	Traffic Control - on-site	Alten	Richmond	9,200
	Tree Protection	Alten	Richmond	6,792
	Trench Protection	Alten	Richmond	68,363
	Plywood Construction Barrier	Alten	Richmond	0
	8'H Driven Fence Panels	Pacific Sanitation	Windsor	0
	Remove 8'H Fence Panels	Alten	Richmond	3,567
	6'H Temporary Fence Panels	Pacific Sanitation	Windsor	13,240
	Maintain Perimeter Barriers	Alten	Richmond	16,175
	Salvage Items	Alten	Richmond	10,218
	Weekly Street Sweeping	Alten	Richmond	15,770
	Abatement	PALS	Stockton	58,995
	Selective Building Demo	Alten	Richmond	4,695
	Site & Structure Demolition	Campanella	Hayward	248,000
	Shoring	Alten	Richmond	27,289
	Earthwork & Utilities	WR Forde	Richmond	1,348,950
	Site Winterization	WR Forde	Richmond	148,000
	QSP Services	S Kwok Engineers	Alameda	12,100
	Erosion & Sediment Control	Stormwater Services	Wilton	40,769
	Fences & Gates	AAA Fence	Santa Clara	35,750



**Phase 2 Venetia Valley Increment 1 GMP:**

CSI	Description	Firm	City	Bid \$\$\$
	Misc Rough Carpentry	Alten	Richmond	9,080
	Joint Sealants	Alten	Richmond	1,000
	HM Doors & Frames	Alten	Richmond	3,942
	Louvers	Alten	Richmond	425
	Plaster & Gypsum	Harrison Drywall	San Francisco	16,699
	Suspended Acoustical Ceilings	Div 9	Rohnert Park	2,500
	Resilient Base	Welker Bros	Milpitas	998
	Painting	J&R Thompson	Novato	3,280
	Paint Construction Barrier	J&R Thompson	Novato	0
	Signage	Alten	Richmond	500
	Prefabricated Access Ramps	TMP Services	Stockton	13,699
	Plumbing	Marin Mechanical	San Rafael	110,021
	Plumbing Spoils Removal	Alten	Richmond	2,595
	HVAC	Bell Products	Napa	26,788
	HVAC Housekeeping Pad	Alten	Richmond	4,872
	HVAC Drywall	Alten	Richmond	2,200
	Electrical	Mike Brown Electric	Cotati	1,982,550
	Electrical Spoils Removal	Alten	Richmond	10,384
	Conc Pump for CDF Backfill	Alten	Richmond	0
				5,319,290

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

**Amortization Schedule**

Loan Amount: 5% of GMP<sup>1</sup>  
Interest: 5% Annual  
Term in Months 12  
Payment  
Frequency Monthly

<b><u>Payment #</u></b>	<b><u>Total Payment</u></b>	<b><u>Principal Payment</u></b>	<b><u>Interest Payment</u></b>	<b><u>Balance</u></b>
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
<b>Totals</b>				

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<sup>1</sup> As defined in Attachment 2, this refers to the total Project GMP.