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 an adjustment to 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, to be negotiated prior to amendment and insertion of the Guaranteed Maximum Price, if necessary:

Task/Work	Allowance Amount
	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

Five percent (5%) of the Cost of the Work as described in Section 2.1.

2.1.8 Bonds and Insurance

For insurance and bonds required under this Facilities Lease (exclusive of those required by Subcontractors, which costs are included in the subcontract amounts), that portion of insurance and bond premiums which are directly attributable to this Contract, which shall be calculated at a rate of one percent (1.5%) 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 Increment 1b and Increment 2a Guaranteed Maximum Price each includes a Developer Contingency of two and one half percent (2.5%) 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 including, unforeseen conditions that occur over the course of construction and/or scope gaps between the subcontract categories of the Work.

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

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. <u>District's Purchase Option</u>

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: SAN PEDRO INCREMENT 1a PARKING LOT AND BUILDING PADS ONLY

JLC.
Jeff Lachetti Construction, Inc.

General Conditions - Monthly **Name:** San Rafael City Schools

Days to Complete	*30*
Months	*1*

Description	Quantities	Unit	$/unit Labor	Labor	$/unit Mat'l	Material	$/unit Sub	Subcontract	Totals	
Project Manager - 50%	2	wks	3,200	6,928	-	-	-	-	6,928	
General Superintendent	4	wks	835	3,616	-	-	-	-	3,616	
Superintendent	4	wks	3,200	13,856	-	-	-	-	13,856	
Progressive Clean-up	4	wks	2,000	8,660	-	-	-	-	8,660	
Truck	1	mo		-	-	-	1,600	1,600	1,600	
Postage/Shipping	1	mo		-	-	-	20	20	20	
Power Pole Monthly Rental - Job Cost	0	mo		-	-	-	200	-	-	
Debris Boxes	2	ea		-	-	-	650	1,407	1,407	
Telephone Monthly Charges	1	mo		-	-	-	100	100	100	
Cell phone monthly	1	mo		-	-	-	300	300	300	
Job Storage / Containers	1	mo		-	-	-	100	100	100	
Drinking Water	1	mo		-	-	-	50	50	50	
Office Trailer - Contractor	1	mo		-	-	-	600	600	600	
Office Trailer - IOR/Owner - Job Cost if needed	1	mo		-	-	-	600	600	600	
Jobsite Temp Water - Provided by District	0	mo		-	-	-	200	-	-	
Jobsite Temp Heat - Job Cost	0	csf		-	-	-	50	-	-	
Monthly Power Charges - Provided by District	0	mo		-	-	-	500	-	-	
Temporary Fence - Job Cost	0	lf		-	-	-	8.00	-	-	
Temporary Gates - Job Cost	0	ea		-	-	-	850	-	-	
Temporary Toilets	1	mo		-	-	-	600	600	600	
Office Supplies	1	mo		-	-	-	50	50	50	
Final Cleaning - Job Cost	0	sf		-	-	-	0.75	-	-	x4 months
Total General Conditions - Monthly				**33,060**		**-**		**6,927**	**39,987**	**159,947.20**
One Time Mobilization/Demobilization Charges										
Temporary Power Hookup - See Power Pole Ins	0	ea		-	-	-	-	-	-	
Temp Power PG&E Connect - See Power Pole I	1	ea		-	-	-	750	750	750	
Power Pole Install	1	ea		-	-	-	5,173	5,173	5,173	
Telephone & Fax Hook-ups	1	ea		-	-	-	250	250	250	
Trailer Transport	2	haul		-	-	-	3,980	7,960	7,960	
Temporary Water Connect	1	ea		-	-	-	300	300	300	
Plan Reproduction - Job Cost		ea		-	-	-	300	-	-	
Mobilization/Demobilization General Conditions									**14,433**	**14,433**
Job Costs - Excluded Above										
Power Pole Monthly Rental	4	mos					350	1400	1400	
Temp Fence	1	ls					7512	7512	7512	
Temp Gates	2	ea					850	1700	1700	
Plan Reproduction	5	ea					300	1500	1500	
									12,112	**12112**
General Conditions Total - 4 months										**186,492**

PHASE 2 GENERAL CONDITIONS COSTS: Increment 1b and Increment 2a San Pedro Elementary New Construction and Modernization Project

JLC. Jeff Luchetti Construction, Inc.

General Conditions - Monthly **Name:** San Rafael City Schools

Days to Complete	***30***
Months	***1***

Description	Quantities	Unit	$/unit Labor	Labor	$/unit Mat'l	Material	$/unit Sub	Subcontract	Totals	
Project Manager - 50%	2	wks	3,200	6,928	-	-	-	-	6,928	
General Superintendent	4	wks	835	3,616	-	-	-	-	3,616	
Superintendent	4	wks	3,200	13,856	-	-	-	-	13,856	
Progressive Clean-up	4	wks	2,000	8,660	-	-	-	-	8,660	
Truck	1	mo		-	-	-	1,600	1,600	1,600	
Postage/Shipping	1	mo		-	-	-	20	20	20	
Power Pole Monthly Rental - Job Cost	0	mo		-	-	-	200	-	-	
Debris Boxes	2	ea		-	-	-	650	1,407	1,407	
Telephone Monthly Charges	1	mo		-	-	-	100	100	100	
Cell phone monthly	1	mo		-	-	-	300	300	300	
Job Storage / Containers	1	mo		-	-	-	100	100	100	
Drinking Water	1	mo		-	-	-	50	50	50	
Office Trailer - Contractor	1	mo		-	-	-	600	600	600	
Office Trailer - IOR/Owner - Job Cost if needed	1	mo		-	-	-	600	600	600	
Jobsite Temp Water - Provided by District	0	mo		-	-	-	200	-	-	
Jobsite Temp Heat - Job Cost	0	csf		-	-	-	50	-	-	
Monthly Power Charges - Provided by District	0	mo		-	-	-	500	-	-	
Temporary Fence - Job Cost	0	lf		-	-	-	8.00	-	-	
Temporary Gates - Job Cost	0	ea		-	-	-	850	-	-	
Temporary Toilets	1	mo		-	-	-	600	600	600	
Office Supplies	1	mo		-	-	-	50	50	50	
Final Cleaning - Job Cost	0	sf		-	-	-	0.75	-	-	x6 months
Total General Conditions - Monthly				**33,060**		**-**		**6,927**	**39,987**	**239,922**
One Time Mobilization/Demobilization Charges										
Temporary Power Hookup - See Power Pole Ins	0	ea		-	-	-	-	-	-	
Temp Power PG&E Connect - See Power Pole Ir	0	ea		-	-	-	750	-	-	
Power Pole Install	0	ea		-	-	-	5,173	-	-	
Telephone & Fax Hook-ups	0	ea		-	-	-	250	-	-	
Trailer Transport	0	haul		-	-	-	3,980	-	-	
Temporary Water Connect	0	ea		-	-	-	300	-	-	
Plan Reproduction - Job Cost		ea		-	-	-	300	-	-	
Mobilization/Demobilization General Conditions									**-**	**-**
Job Costs - Excluded Above										
Power Pole Monthly Rental	0	mos					350	0	0	
Temp Fence	0	ls					7512	0	0	
Temp Gates	0	ea					850	0	0	
Plan Reproduction	0	ea					300	0	0	
									-	**0**
General Conditions Total - 4 months										**239,922**

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: San Pedro Increment 1a Parking Lot and Building Pads Only GMP: $947,953

References to other Increments are estimates only and are provided for informational purposes.

JLC. Jeff Luchetti Construction, Inc.

JL Modular, Inc.

	Estimate #:	1			Name:	San Pedro ES		Loc:	San Rafael, CA
	Bldg Area:				Site Area:	112,225		Date:	7/12/2018

No.	Description of Work	List Sub	Subs Names	Increment 1 Parking Lot	Increment 1 / Increment 2	Increment 3	Total
1	General Conditions			186,492	347,828	116,710	651,030
1a	Preconstruction Services		Precon Agreement	0	0	0	0
1b	Architecture Plans & Approvals		Design Services Agreement	0	0	0	0
1c	Construction Administration			0	11,070	0	11,070
1d	Survey		BKF	17,905	0	5,000	22,905
1e	Utility Locator		Pacific Coast Locators	7,400	0	0	7,400
1f	Erosion Control			0	24,300	0	24,300
2	Site Demolition			8,350	14,872	0	23,222
2a	Earthwork (Grading, Paving)		Duran & Venebles	430,000	219,828	131,383	781,211
2b	Utilities		Quantum Mechanical	9,450	212,015	0	221,465
2c	Landscaping			0	0	233,316	233,316
2d	Bioswale Soil and Planting			0	0	33,604	33,604
2e	Chain Link Fencing		Jacobson Fence	17,867	147,900	89,625	255,392
2e	Chain Link Fencing - DSA Change			6,750	0	0	6,750
2f	Striping		Bruce Enterprises	2,500	14,707	30,983	48,190
2g	Play Structures			0	100,000	50,000	150,000
2h	Play Surface			0	30,000	16,800	46,800
3	Concrete Patching			15,000	302,835	292,740	610,575
4	Ball Walls			0	0	20,000	20,000
5	Misc Metal - Bollards		Jacobson Fence	Incl	0	0	0
5a	Site Stair Rails			0	25,800	0	25,800
10	Signage - DSA Change			400	0	0	400
12	Site Furnishings - Benches			0	33,000	0	33,000
13	Shade Structures			0	68,750	0	68,750
13a	Modernization - Building A			0	0	750,000	750,000
13b	Modular - Classroom Building		JL Modular	0	5,819,335	0	5,819,335
26	Site Electrical		Delta Electrical Construction	157,033	187,749	283,781	628,563
26a	Electrical Sawcut, Demo, Patch Back		Duran & Venebles	0	0	0	0
27	Low Voltage Systems			0	224,640	0	224,640
				0	0	0	0
	Subtotal			859,147	7,784,629	2,053,942	10,697,718
	Sales Tx 9.00%				0	0	0
	Total Cost			859,147	7,784,629	2,053,942	10,697,718
	Builders Risk	0.40%		3,437	31,139	8,216	42,791
	Overhead & Fee	5.00%		43,129	390,788	103,108	537,025
	Insurance	1.10%		9,963	90,272	23,818	124,053
	Bond	1.00%		9,157	82,968	21,891	114,016
	Contingency	2.50%		23,121	209,495	55,274	287,890
	Amount Bid			947,953	8,589,291	2,266,249	**11,803,493**

Jeff Luchetti Construction, Inc.

Exclusions

- Permits and fees
- Cost of testing and inspections including Soils Testing for off-haul
- Off-haul of spoils assumes clean soils approved for export to a local dump site
- Removal or handling of contaminated and/or hazardous soils or material
- PG&E and utility fees
- Utility Meters
- New Utility applications and coordination
- Encroachment permit
- Generator power and fuel
- Increment 2
- Increment 3
- Overtime, weekend or premium time
- EV Charging stations
- Solar or solar canopies
- SWPPP plan, monitoring and / or reporting
- Landscaping
- 6x6x4 vaults; would add over $100,000 to electrical pricing. All electrical appears to fit in a standard 3x5 pull box.

Clarifications

- Pricing is for Increment 1 Parking lot work, site electrical and building pad preparation. Utilities will be installed after summer and included in additional GMP pricing.
- Pricing is based on DSA Approved drawings by HY Architects dated June 21, 2018.
- Pricing does not include the costs of any sketches, RFI responses, or subsequent changes to the DSA Approved drawings by HY Architects dated June 21, 2018. All changes to the DSA Approved drawings by HY Architects dated June 21, 2018 will be priced once formal direction is provided.
- Gas line in joint trench that has not been specified, figured 4" polyethylene gas pipe

Phase 2: San Pedro Increment 1a and Increment 2b Construction GMP:

References to other Increments are estimates only and are provided for informational purposes.

JLC. Jeff Luchetti Construction, Inc.

JLM Modular, Inc.

	Estimate #:	1			Name:	San Pedro ES Inc 1b and 2a			Loc:	San Rafael, CA
	Bldg Area:	12,480			Site Area:	112,225			Date:	9/6/2018

No.	Description of Work	List Sub	Subs Names	Increment 1a Parking Lot	Increment 1b / Increment 2a	Increment 2b	Increment 3	Total
1	General Conditions			186,492	239,922	0	199,935	626,349
1a	Preconstruction Services		Precon Agreement	0	0	0	0	0
1b	Architecture Plans & Approvals		Design Services Agreement	0	0	0	0	0
1c	Construction Administration		JLM	0	11,070	0	0	11,070
1d	Survey		BKF	17,905	0	0	5,000	22,905
1e	Utility Locator		Pacific Coast Locators	7,400	0	0	0	7,400
1f	Erosion Control		Duran & Venebles	0	12,600	0	0	12,600
2	Site Demolition		Duran & Venebles	8,350	0	0	0	8,350
2a	Earthwork (Grading, Paving)		Duran & Venebles	430,000	41,000	0	131,383	602,383
2b	Utilities		DaSilva Underground	9,450	414,276	0	0	423,726
2c	Landscaping			0	0	233,316	0	233,316
2d	Bioswale Soil and Planting			0	0	33,604	0	33,604
2e	Chain Link Fencing		Jacobson Fence	17,867	0	147,900	89,625	255,392
2e	Chain Link Fencing - DSA Change			6,750	0	0	0	6,750
2f	Striping		Bruce Enterprises	2,500	0	14,707	30,983	48,190
2g	Play Structures			0	0	100,000	50,000	150,000
2h	Play Surface			0	0	30,000	16,800	46,800
3	Site Concrete			15,000	0	302,835	292,740	610,575
4	Ball Walls			0	0	0	20,000	20,000
5	Misc Metal - Bollards			Incl	0	0	0	0
5a	Site Stair Rails			0	0	25,800	0	25,800
10	Signage - DSA Change			400	0	0	0	400
12	Site Furnishings - Benches			0	0	33,000	0	33,000
13	Shade Structures			0	0	68,750	0	68,750
13a	Modernization - Building A			0	0	0	750,000	750,000
13b	Modular - Classroom Building		JL Modular	0	5,819,335	0	0	5,819,335
15	Plumbing - Exterior Drinking Fountains			0	0	20,000	0	20,000
26	Site Electrical		Delta Electrical Construction	157,033	262,987	0	283,781	703,801
26a	Electrical Sawcut, Demo, Patch Back			0	0	0	0	0
27	Low Voltage Systems			0	0	224,640	0	224,640
				0	0	0	0	0
	Subtotal			859,147	6,801,190	1,234,552	1,870,247	10,765,136
	Sales Tx 9.00%				0	0	0	0
	Total Cost			859,147	6,801,190	1,234,552	1,870,247	10,765,136
	Builders Risk	0.40%		3,437	27,205	4,938	7,481	43,061
	Overhead & Fee	5.00%		43,129	341,420	61,975	93,886	540,410
	Insurance	1.10%		9,963	78,868	14,316	21,688	124,835
	Bond	1.00%		9,157	72,487	13,158	19,933	114,734
	Contingency	2.50%		23,121	183,029	33,223	50,331	289,704
	Amount Bid			947,953	7,504,199	1,362,162	2,063,566	**11,877,880**

Exclusions

- Permits and fees
- Cost of testing and inspections including Soils Testing for off-haul
- Off-haul of spoils assumes clean soils approved for export to a local dump site
- Removal or handling of contaminated and/or hazardous soils or material
- PG&E and utility fees
- Utility Meters
- New Utility applications and coordination
- Encroachment permit
- Generator power and fuel
- Increment 3
- Overtime, weekend or premium time
- SWPPP plan, monitoring and / or reporting
- Excludes curb cut and rock at Southeast side of site
- Force main sewer from Head Start. Utility locating determined that this was in another location and did not need to be relocated.

Phase 3: San Pedro Increment 3 Construction GMP:

References to other Increments are estimates only and are provided for informational purposes.

[To be inserted]

ATTACHMENT 3

SCHEDULE OF LEASE PAYMENTS

Amortization Schedule

Total Contract Amount, incl.
Pre-Con. Svcs.(1):
$11,920,152

Loan Amount:	$596,008
Interest:	5% Annual
Term in Months	12
Payment Frequency	Monthly

Payment #	Total Payment	Principal Payment	Interest Payment	Balance
				$596,008.00
1	$50,992.42	$48,564.21	$2,428.21	$547,443.79
2	$50,992.42	$48,762.06	$2,230.35	$498,681.73
3	$50,992.42	$48,960.73	$2,031.69	$449,721.00
4	$50,992.42	$49,160.20	$1,832.22	$400,560.80
5	$50,992.42	$49,360.48	$1,631.93	$351,200.32
6	$50,992.42	$49,561.58	$1,430.83	$301,638.74
7	$50,992.42	$49,763.50	$1,228.91	$251,875.23
8	$50,992.41	$49,966.25	$1,026.17	$201,908.98
9	$50,992.41	$50,169.82	$822.60	$151,739.17
10	$50,992.41	$50,374.21	$618.20	$101,364.96
11	$50,992.41	$50,579.44	$412.97	$50,785.51
12	$50,992.41	$50,785.52	$206.91	$0.00
Totals	611,908.99	$596,008.00	$15,900.99	