

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 preconstruction services are completed. The Guaranteed Maximum Price shall include the preconstruction fees and costs.

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

2.1.3 Developer-Performed Work

Costs incurred by Developer for self-performed work at the direction of District

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

2.1.3.2 Wages or salaries and customary benefits, such as sick leave,

2.1.3.7 Rental charges for temporary facilities, machinery, equipment, vehicles and vehicle expenses, and hand tools not customarily owned by construction workers that are provided by Developer at the site, whether rented from Developer or others, and the costs of transportation, installation, minor repairs and replacements, X]ga Ubh]b['UbX'fYa cj U'h\YfYcZ UbX'W'ghg'cZ'8Yj Y'cdYfDg Project field office, overhead and general expenses including office supplies, parking, office equipment, and software. Rates and quantities of equipment fYbhYX'g\U''VY'gi V^YWh'c'h\Y'8]ghf]Wd]df]cf'Uddfcj U''''

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 This section intentionally blank.

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

2.1.4 Allowances

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

Task/Work	Allowance Amount
TBD	
Total Allowance Amount	TBD

The Allowance Value for an Allowance Item includes the direct cost of labor, materials, equipment, transportation, taxes and insurance associated with the applicable Allowance Item. 5''ch\Yf'W'ghgž]bWi X]b['XYg][b'ZYgž'8Yj Y'cdYfDg overall project management and general conditions co 0 612 ance Item i

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 8Yd cg]hg' `cgh' Zcf' WJi gYg' ch\Yf' h\Ub' 8Yj Y`cdYfDg' cf']hg' gi VVc bhfUWc fgDbY[`][YbW' cf' ZU]i fY' hc' Z' Z]' U'gdYWZ]WfYgdcbg]V]']hm hc' the District as set forth in the Contract Documents.

2.1.5.6 9l dYbgYg']bW ffYX']b' UWWc fXUbW' k]h\ 8Yj Y`cdYfDg' ghUbXUfX' 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 de(r)-6(y)0912 0 612.05 358.340.00

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 GU'Uf]Yg' UbX' ch\Yf' W'a dYbgUh]cb' cZ' 8Yj Y'cdYfEg' dYfgcbbY' stationed at Dej Y'cdYfEg' df]bW]dU' cZ]W' cf' cZ]W' g' ch\Yf' h\Ub' h\Y' Dfc^YW' Field Office, except as specifically provided in Subparagraphs 2.1.3.2. and 2.1.3.4.

2.1.6.2 9l dYbgYg' cZ' 8Yj Y'cdYfEg' df]bW]dU' cZ]W' UbX' cZ]W' g' ch\Yf' h\Ub' 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 8Yj Y'cdYfEg' W]d]hU' Yl dYbgYg']bWi X]b[]bhYfYgh' cb' 8Yj Y'cdYfEg' W]d]hU' Ya d'cmYX' Zcf' h\Y' K cf_"

2.1.6.5

revisions to the Construction Documents, Developer shall work with the District and Architect with respect to revising the Construction Documents and, if necessary, obtaining the approval of DSA with respect to those revisions. Developer shall be entitled to an adjustment of Contract Time for delay in completion caused by any cost savings adopted by District pursuant to Exhibit D, if requested in writing before the approval of the cost savings.

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

3. Tenant Improvement Payments

Upon taking delivery or occupancy of the Project, the District shall pay to

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

dUma Ybh'g\U''VY'a UXY'cb'cf'VYZcfY'h\Y'XUhY'cb'k \]W'h\Y'8]ghf]Wd'YUgY'dUma Ybh' would otherwise be due for that month fl' Cdh]cb'8UH\I.L.

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 : UW]h]Yg @YUgY'UbX'h\Y'G]hY'@YUgY''8]ghf]W'a UmfYW'c'fX'U''gi W'XcW a Ybh'Uh'8]ghf]Wd' cost and expense.

5.3 Under no circumstances can the first Option Date be on or before nine

ATTACHMENT 2

GUARANTEED MAXIMUM PRICE

To be provided by Developer and attached Via GMP Addendum.

ATTACHMENT 3
SCHEDULE OF LEASE PAYMENTS

Amortization Schedule

Loan Amount: \$
Interest: X.XX% Annual
Term in Months 12.00
Payment Frequency Monthly

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