

AHSC IMPLEMENTATION AND COOPERATION AGREEMENT

THIS AHSC IMPLEMENTATION AND COOPERATION AGREEMENT (the “Agreement”) is made and entered into as of December __, 2018, between the City of Stockton, a Municipal Corporation to the State of California (“City”), and Visionary Home Builders of California, Inc., a California nonprofit public benefit corporation (“Developer”, and collectively with the City, the “Parties”, or individually, a “Party”), upon the basis of the following facts, understanding and intentions of the parties:

A. The State of California, the Strategic Growth Council (“SGC”) and the Department of Housing and Community Development (“HCD”) issued a Notice of Funding Availability dated November 1, 2018 (the “AHSC NOFA”), under the Affordable Housing and Sustainable Communities (“AHSC”) Program established under Division 44, Part 1 of the Public Resources Code, commencing with Section 75200.

B. Developer is applying for AHSC Funds in response to the AHSC NOFA to provide funding for (A) construction of the Grand View Village housing project in the City of Stockton (the “Housing Project”); (B) the construction of certain sustainable transportation infrastructure along Minor Avenue between Center Street and Sutter Street (the “STI Improvements”); and (C) the construction of certain transit related amenities (the “TRA Improvements”) and (D) the construction of housing related infrastructure (the “HRI Improvements”). These improvements are described in more detail in the Final Application to be submitted by February 11, 2019 (collectively, the “AHSC Application”).

C. The AHSC Application seeks an award to the Developer in an aggregate amount of up to \$19,000,000 in AHSC Funds consisting of: (A) up to \$9,500,000 of AHSC loan Funds for a permanent loan (“AHSC Loan”) which will be disbursed to the limited partnership to be formed for Project (the “Partnership”), for construction of the Housing Project; (B) up to \$7,750,000 of the AHSC grant funds for the purpose of reimbursing the cost of the STI Improvements; (C) up to \$925,000 of AHSC grant funds for the purpose of reimbursing the cost of the TRA Improvements; and (D) up to \$700,000 in AHSC grant funds for the purpose of reimbursing the cost of the HRI Improvements. The AHSC grants shall be referred to collectively as the “AHSC Grants”. The AHSC Loan and the AHSC Grants are collectively referred to herein as the “AHSC Financing.”

D. The City and Developer are required to enter into this Agreement in order to comply with the specific AHSC Program Threshold Requirement stated in Section 106 (a) 11 (A) of the 2018 AHSC Program Guidelines dated _____, 2018 (the “Transportation Agency Prior Experience Threshold Requirement”). This section of the guidelines dictates that applicants must demonstrate prior experience by providing evidence of at least two prior projects that are similar to the proposed AHSC project in scope and size, which have been completed by the applicant, or joint applicant, during the ten (10) years preceding the application due date. This section of the guidelines also states that the applicants may demonstrate the requisite experience by using the past experience of work completed of a non-applicant so long as the applicants can provide an executed agreement with that specific non-applicant for the completion of the related work in the AHSC Application for which funding is sought. The purpose of this Agreement is

to, amongst other things, comply with the Transportation Agency Prior Experience Threshold Requirement.

E. The City is a non-applicant, but, as set forth herein, will have obligations to perform the following specific TRA Improvements included in the AHSC Application (the “Transportation Obligations”): See Attachment A

F. The City can demonstrate prior experience and provide evidence of at least two prior projects that are similar in scope and size which have been completed during the ten (10) years preceding February __, 2019. Below is a list of these projects:

1. Weber Avenue Beautification
2. Airport Way Beautification

G. The City shall be responsible for developing and constructing the Transportation Obligations, and for all costs and expenses related thereto, and Developer shall be responsible for constructing and developing the Housing Project (together, the “Developer Obligations”), and for all costs and expenses related thereto. In connection with the AHSC Grants and AHSC Loan, Developer is required to enter into standard agreements, disbursement agreements, and regulatory agreements with HCD where Developer will be liable for the full and timely performance by the parties to complete the obligations set forth therein, including completion of the Housing Project and completion of the STI and TRA Improvements, as described in the AHSC Application. The AHSC Application and all standard agreements, disbursement agreements, regulatory agreements and any other agreements required by HCD in connection with the AHSC Financing shall be collectively referred to herein as the “AHSC Documents”.

H. The City and Developer each acknowledge and agree that the inability or failure by either party to fully and timely complete each party’s respective improvements required by the AHSC Documents may affect the timing and right of the other party to receive disbursement of AHSC funds due the other party notwithstanding the other party’s full and timely performance of its obligations.

NOW, THEREFORE, in consideration of the recitals, covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

AGREEMENT

1. Obligations. The City shall, in its sole responsibility, complete the Transportation Obligations in accordance with the terms of the AHSC Documents and the approved design and construction documents and in accordance with the terms of this Agreement. The Developer shall, in its sole responsibility, complete the Developer Obligations in accordance with the terms of the AHSC Documents and the approved design and construction documents. Each Party will provide the other Party with copies of all requisitions for work related to their respective work, the notice of completion, and other documents related to their respective work that another party may reasonably request.

2. Schedule of Performance; Progress Reports. Developer and City shall comply with the schedule of performance to be mutually agreed upon, as shall be set forth in the AHSC Documents (the “Schedule of Performance”), provided, however, the City shall not be obligated to comply with any changes to the Schedule of Performance included within the AHSC Documents unless the City has consented to such changes. The City and Developer agree to give the other party a written quarterly status report on the progress toward the milestones listed in the Schedule of Performance, i.e., the Developer will report on the Developer’s progress on the Developer Obligations and the City will report on the City’s progress on the Transportation Obligations. If any Party anticipates not meeting the targeted construction and grant disbursement milestones as established in the AHSC Documents, that Party will promptly notify the other parties in writing and will meet with the other Party to discuss the reasons why the milestone dates may not be met and what actions the delayed party intends to take to meet the milestones or otherwise rectify the work schedule in order to maintain good standing with the terms and conditions established in the AHSC Documents.

3. City Indemnity. City is responsible for carrying out the Transit Obligations using AHSC grant proceeds in accordance with the AHSC Documents, including, but not limited to, any disbursement deadlines contained therein. City shall indemnify, defend, protect, and hold harmless Developer, and its affiliates, directors, officers, partners, members, agents and employees (each, an “**Developer Indemnified Party**”) against any and all claims, actions, suits, causes of action, losses, liabilities, injuries, costs, damages, or expenses (collectively, “**Claims**”), including, without limitation, any direct, indirect or consequential loss, liability, damage, or expense, court costs and attorneys’ fees, arising out of or in connection with the City’s performance of or failure to perform its obligations to complete the Transportation Obligations, in the manner and within the time periods, and to otherwise perform any covenants constituting City obligations, set forth in the AHSC Documents, including any claims, losses or liabilities of Developer caused by a breach or default under the AHSC Documents that triggers a default under the AHSC Loan. However, in no event shall the Developer Indemnified Party be indemnified hereunder for any Claims resulting from such party’s sole negligence or willful misconduct. City agrees to pay all of the Developer Indemnified Party’s costs and expenses, including attorneys’ fees, which may be incurred in any effort to enforce any term of this Agreement, including, but not limited to, all such costs and expenses which may be incurred by any Developer Indemnified Party in any legal action, reference or arbitration proceeding brought by HCD or other third party.

4. Developer Indemnity. Developer is responsible for carrying out the Developer Obligations using AHSC grant proceeds and AHSC Loan funds in accordance with the AHSC Documents, including, but not limited to, any disbursement deadlines contained. Developer shall indemnify, defend, protect, and hold harmless the City and its affiliates, directors, officers, partners, members, agents and employees (each, an “**City Indemnified Party**”) against any and all Claims, including, without limitation, any direct, indirect or consequential loss, liability, damage, or expense, court costs and attorneys’ fees, arising out of or in connection with Developer’s performance of or failure to perform its Developer Obligations to complete construction and development of the Housing Development, in the manner and within the time periods, and to otherwise perform any covenants, set forth in the AHSC Documents. However, in no event shall the City Indemnified Party be indemnified hereunder for any Claims resulting from such party’s sole negligence or willful misconduct. Developer agrees to pay all of the costs and expenses of the City Indemnified Party, including attorneys’ fees, which may be incurred in

any effort to enforce any term of this Agreement, including, but not limited to, all such costs and expenses which may be incurred by any City Indemnified Party in any legal action, reference or arbitration proceeding brought by HCD or other third party.

5. Delegation. Notwithstanding the obligations of each party under this Agreement, each party shall be entitled to enter into sub-agreements with each other or with other parties to provide any assistance or services needed for each party to perform its obligations under this Agreement and the AHSC Documents.

6. Cost Overruns. Developer shall be responsible for paying all costs required to complete the Developer Obligations, irrespective of whether such costs exceeds the AHSC Loan. City shall be responsible for paying all costs required for the Transportation Obligations irrespective of whether such costs exceed the portion of the AHSC Grant designated for the Transportation Obligations.

7. Disbursement of AHSC Grant Funds. Developer and City agree that the AHSC Grants for the Transportation Obligations shall be reimbursed directly to City. The parties further agree that all of the AHSC Loan funds shall be disbursed directly to the Partnership. Notwithstanding the foregoing, if required by the AHSC Documents, the City shall submit to Developer all draw requests for AHSC Grant funds for the costs associated with the Transportation Obligations and Developer shall timely submit such requests to HCD and immediately disburse to the City any such funds received from HCD. City shall apply any such proceeds received to pay the expenses submitted in connection with the draw request. Failure of the Developer to timely submit the City draw requests to HCD or to immediately disburse any funds received from HCD for the Transportation Obligations to the City shall be a default under this Agreement and shall excuse the City from performance of the Transportation Obligations.

8. Implementation Agreements. The City and the Developer recognize that each party may need additional assurances from the other party regarding the AHSC Grant and AHSC Loan before commencement of construction of the Housing Project and the Transportation Obligations, including assurances for lenders and investors. The parties agree to cooperate with each other to reach mutual agreement on amendments to this Agreement, Implementation Agreements or estoppel certificates necessary to provide reasonable assurances and indemnifications. The Developer recognizes that any such amendments to this Agreement, Implementation Agreements or estoppel certificates may require City Council approval.

9. Developer Step In Rights.

(a) The Parties each acknowledge and agree that the inability or failure by the City to fully and timely complete the Transportation Obligations required by the AHSC Documents may affect the timing and right of the Developer to receive disbursement of AHSC Grants or AHSC Loan funds notwithstanding the other party's full and timely performance of its obligations. If, at any time, the Developer determines in its reasonable discretion that City is not, or may not, be able to comply with the Schedule of Performance or its obligations hereunder, Developer shall have the right, but not the obligation, to step in and take over the performance of the Transportation Obligations, by delivering written notice to the City ("Work Takeover Notice").

(b) Within five (5) business days of Developer delivering the Work Takeover Notice, City shall meet with Developer within fifteen (15) business days (the "Discussion

Period”) to discuss the cooperative steps to be taken by each Party for Developer to complete the Transportation Obligations in accordance with the Schedule of Performance. The City hereby acknowledges and agrees that Developer’s right to step in and take over the performance of the Transportation Obligations shall be effective after the expiration of the Discussion Period, without the necessity of any further notice or action by either party.

(c) If Developer takes over the performance of the Transportation Obligations under this Section 9, then from and after the expiration of the Discussion Period the following provisions shall apply:

(i) Developer shall be entitled to prepare and submit all draw requests for AHSC Grant funds and apply such proceeds to pay invoices for such work.

(ii) Developer shall be responsible for the performance and completion of the Transportation Obligations in accordance with the terms of the AHSC Documents and in accordance with the City's requirements for public works contracts and construction.

(iii) Within five (5) business days following expiration of the Discussion Period, City shall fully and unconditionally assign to Developer all of the City’s rights and benefits under the design and construction documents, any and all contracts, and any and all permits and approvals related to the Transportation Obligations, and shall cooperate with commercially reasonable diligence with Developer’s efforts to complete the Transportation Obligations.

(iv) Within five (5) business days following expiration of the Discussion Period, City shall fully and unconditionally assign to Developer all of City’s rights and benefits with respect to any and all funds which would have been available to and used by the City to complete the Transportation Obligations.

(v) The terms of any assignment described in this Section 9(c) shall be reasonably acceptable to both City and Developer. City shall be solely responsible for obtaining any third-party consents or approvals necessary to implement the provisions of this Section 9(c), including but not limited to approvals of architects, contractors, and funding sources.

10. Notices. Formal notices, demands, and communications between the parties shall be sufficiently given if, and shall not be deemed given unless, dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered by express delivery service, return receipt requested, or delivered personally, to the principal office of the parties as follows:

City: City of Stockton
22 E. Weber Avenue
Stockton, CA 95202
Attn:

To Developer: Visionary Home Builders of California, Inc.,

315 N. San Joaquin Street
Stockton, CA 95202
Attn: Carol Ornelas

11. Events of Default. The occurrence of any of the following events shall constitute an Event of Default under this Agreement:

(a) A Party fails to perform any of its obligations under this Agreement, and does not cure such failure within 30 days after written notice of such failure has been delivered to the defaulting party in accordance with Section 2 above; or

(b) A Party purports to revoke this Agreement or this Agreement becomes ineffective for any reason.

12. Termination. This Agreement shall terminate upon the earlier of: (i) completion of the all obligations under the AHSC Documents related to the Transportation Obligations; or (ii) mutual agreement of the parties hereto.

13. Third Party Beneficiary. The Partnership shall be a third party beneficiary of this Agreement and shall be entitled to the rights and benefits hereunder and may enforce the provisions hereof as if it were a party to this Agreement.

14. Assignment. City hereby acknowledges and approves the assignment by Developer and the Partnership to the Housing Project's senior lender ("Construction Lender") of all of their respective right, title and interest in, to and under the Agreement (the "Collateral") as collateral security for the Partnership's obligations to Construction Lender under, and in connection with Construction Lender's loan to the Partnership. In the event Construction Lender forecloses upon the Collateral, City hereby agrees that Construction Lender shall have all of Developer's rights and interests under the Agreement. Construction Lender is hereby made an express third party beneficiary of this Section 14, and the parties hereto shall not amend, modify or terminate the Agreement without Construction Lender's express written consent.

15. Miscellaneous.

(a) Nothing in this Agreement shall be construed to limit any claim or right which any Party may otherwise have at any time against an Indemnitor or any other person arising from any source other than this Agreement, including any claim for fraud, misrepresentation, waste, or breach of contract other than this Agreement, and any rights of contribution or indemnity under any federal or state environmental law or any other applicable law, regulation, or ordinance.

(b) If any Party delays in exercising or fails to exercise any right or remedy against a Party, that alone shall not be construed as a waiver of such right or remedy. All remedies of any Party against the other Party are cumulative.

(c) This Agreement shall be binding upon and inure to the benefit of each of the Parties hereto and their respective representatives, heirs, executor, administrators, successors, and assigns. This Agreement may not be amended except by a written instrument executed by the Parties hereto.

(d) This Agreement shall be deemed to have been delivered and accepted in the State of California and governed exclusively by the internal substantive laws of the State of California as the same may exist at the date hereof. The Parties hereto hereby agree that any action hereon between the parties hereto and their successors in interest may be maintained in a court of competent jurisdiction located in the State of California, and consent to the jurisdiction of any such California court for the purposes connected herewith.

(e) Each Party hereto intends that this Agreement shall not benefit or create any right or cause of action in or on behalf of any person other than the Parties hereto.

(f) This Agreement may be executed in multiple counterpart copies, any one of which when duly executed, with all formalities hereof, shall be fully binding and effective as the original of this Agreement.

(g) This Agreement shall be effective as of the date first written above, provided however that in the event that the parties do not receive an award of the AHSC Financing, this Agreement shall automatically terminate and be of no further force or effect.

[Signatures on following page]

Each of the undersigned hereby executes this Agreement in the spaces provided below to evidence their respective agreement to the terms of this Agreement.

City:

By: _____
Name:

ATTEST:

By: _____

Developer:

Visionary Home Builders of California, Inc.,
a California nonprofit public benefit corporation

By: _____
Name: _____
Its: _____



GRAND VIEW VILLAGE
STOCKTON, CALIFORNIA
ESTIMATE OF PROBABLE CONSTRUCTION COSTS

18278
1/24/2019

ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE (\$)	TOTAL PRICE (\$)
A. BIKE IMPROVEMENTS (SAN JOAQUIN, SUTTER, AND HUNTER STREETS)					
1	STRIPING AND SIGNAGE	LS	1	75,000.00	75,000
2	CLASS II BIKE LANES - SIGNAGE & STRIPING (HUNTER BETWEEN MINER AND WEBER)	LF	660	18.00	11,880
3	CLASS II BIKE LANES - SIGNAGE & STRIPING (SAN JOAQUIN BETWEEN MINER AND WEBER)	LF	660	18.00	11,880
4	CLASS II AND IV BIKE LANES - SIGNAGE & STRIPING (EL DORADO BETWEEN CLEVELAND AND 3RD)	LS	1	500,000.00	500,000
5	CLASS II AND IV BIKE LANES - SIGNAGE & STRIPING (CENTER BETWEEN CLEVELAND AND 3RD)	LS	1	500,000.00	500,000
6	CLASS III BIKE LANE SHARROWS - SIGNAGE & STRIPING (CHANNEL BETWEEN HUNTER AND AURORA)	LS	1	38,400.00	38,400
7	ROADWAY BASE REPAIR (ASSUME 5%)	SF	3,834	6.00	23,003
8	SLURRY SEAL ROADWAY	SF	66,100	0.25	16,525
CONSTRUCTION SUBTOTAL					\$1,176,688
OTHER COSTS					
9	DESIGN (12%)	LS	1	141,202.56	141,203
10	MOBILIZATION (4%)	LS	1	47,067.52	47,068
11	CONTINGENCY (10%)	LS	1	117,668.80	117,669
12	INSPECTION AND CONSTRUCTION OVERSIGHT(12%)	LS	1	141,202.56	141,203
13	TESTING (2%)	LS	1	23,533.76	23,534
OTHER COSTS SUBTOTAL					\$470,677
SUBTOTAL					\$1,647,365



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B. PEDESTRIAN IMPROVEMENTS (CHANNEL BETWEEN HUNTER AND AMERICAN, AND MINER BETWEEN HUNTER AND SAN JOAQUIN)					
14	EARTHWORK	CY	250	55.00	13,750
15	FINE GRADING	SF	8,800	1.50	13,200
16	REMOVE EXISTING CONCRETE INC. CORNERS (N HUNTER TO AURORA)	SF	8,000	10.00	80,000
17	REMOVE EXISTING CURB AND GUTTER INC. CORNERS (N. HUNTER AT MINER)	SF	800	15.00	12,000
18	INLET PROTECTION	EA	10	500.00	5,000
19	CONCRETE WASHOUT AREA	EA	1	1,500.00	1,500
20	EROSION CONTROL	LS	1	10,000.00	10,000
21	RAISE TO GRADE (VALVES, CLEANOUTS, SMALL BOXES)	EA	25	750.00	18,750
22	STORM DRAINAGE INLETS AND PIPES	LS	1	25,000.00	25,000
23	RAISE TO GRADE - MANHOLE	EA	6	2,000.00	12,000
24	FLASHING BEACON CROSSING (AT STANISLAUS)	EA	2	30,000.00	60,000
25	6" VERTICAL CURB & GUTTER (CHANNEL AND HUNTER)	LF	500	70.00	35,000
26	ASPHALT PATCHBACK AT GUTTER (36")	SF	1,500	18.50	27,750
27	BULB OUT AT INTERSECTIONS (HUNTER TO AMERICAN)	EA	10	18,000.00	180,000
28	CONCRETE WALKWAY (N HUNTER & CHANNEL ST & CALIFORNIA TO AMERICAN)	SF	8,000	25.00	200,000
29	HIGH VISIBILITY PIANO CROSS WALKS	LF	100	85.00	8,500
30	DRIVEWAYS	EA	4	15,000.00	60,000



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ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE (\$)	TOTAL PRICE (\$)
31	STREET TREES	EA	78	475.00	37,050
32	STREET TREE IRRIGATION	LS	1	75,000.00	75,000
33	TRAFFIC CONTROL	LS	1	100,000.00	100,000
34	MONUMENT PRESERVATION	EA	14	1,000.00	14,000
CONSTRUCTION SUBTOTAL					\$988,500
OTHER COSTS					
35	DESIGN (12%)	LS	1	118,620.00	118,620
36	MOBILIZATION (4%)	LS	1	39,540.00	39,540
37	CONTINGENCY (10%)	LS	1	98,850.00	98,850
38	INSPECTION AND CONSTRUCTION OVERSIGHT(12%)	LS	1	118,620.00	118,620
39	TESTING (2%)	LS	1	19,770.00	19,770
OTHER COSTS SUBTOTAL					\$395,400
SUBTOTAL					\$1,383,900

C. MINER AVENUE GREENING PLANTING AND IRRIGATION ONLY(CENTER TO AURORA)					
40	TREES 15 GAL	EA	200	175.00	35,000
41	3" BARK MULCH	SF	15,000	0.80	12,000
42	4" DECOMPOSED GRANITE FINES STABILIZED	SF	7,502	5.00	37,510
CONSTRUCTION SUBTOTAL					\$84,510
OTHER COSTS					
43	DESIGN (COVERED BY OTHER FUNDING SOURCE)	LS	1	0.00	0



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44	MOBILIZATION (4%)	LS	1	3,380.40	3,381
45	CONTINGENCY (5%)	LS	1	4,225.50	4,226
46	INSPECTION AND CONSTRUCTION OVERSIGHT(COVERED BY OTHER FUNDING SOURCE)	LS	1	0.00	0
47	TESTING	LS	1	1,000.00	1,000
OTHER COSTS SUBTOTAL					\$8,607
SUBTOTAL					\$93,117



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ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE (\$)	TOTAL PRICE (\$)
D. BUS TRANSIT RELATED AMENITY IMPROVEMENTS					
48	BUS SHELTER INCLUDING BAS FOUNDATION	EA	3	30,000.00	90,000
49	BUS LAYOVER PAD (CONCRETE)	EA	3	15,000.00	45,000
50	SITE FURNISHINGS (1 BENCH, 1 TRASH PER SITE)	EA	6	1,200.00	7,200
CONSTRUCTION SUBTOTAL					\$142,200
OTHER COSTS					
51	DESIGN (12%)	LS	1	17,064.00	17,064
52	MOBILIZATION (4%)	LS	1	5,688.00	5,688
53	CONTINGENCY (10%)	LS	1	14,220.00	14,220
54	INSPECTION AND CONSTRUCTION OVERSIGHT(12%)	LS	1	17,064.00	17,064
55	TESTING (2%)	LS	1	2,844.00	2,844
OTHER COSTS SUBTOTAL					\$56,880
SUBTOTAL					\$199,080



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E. STORM DRAIN					
56	REMOVE EXISTING 72" SD PIPE	LF	400	200.00	80,000
57	STORM DRAIN VAULT	EA	4	65,000.00	260,000
58	72" PIPE BOX CULVERT	LF	500	600.00	300,000
59	TRENCHING/PATCH	SF	5,600	23.00	128,800
58	CONNECT TO EXISTING	EA	2	15,000.00	30,000
CONSTRUCTION SUBTOTAL					\$798,800
OTHER COSTS					
59	DESIGN (12%)	LS	1	95,856.00	95,856
60	MOBILIZATION (4%)	LS	1	31,952.00	31,952
61	CONTINGENCY (10%)	LS	1	79,880.00	79,880
62	INSPECTION AND CONSTRUCTION OVERSIGHT(12%)	LS	1	95,856.00	95,856
63	TESTING (2%)	LS	1	15,976.00	15,976
OTHER COSTS SUBTOTAL					\$319,520
SUBTOTAL					\$1,118,320



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1/24/2019

ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE (\$)	TOTAL PRICE (\$)
PROJECT TOTAL					\$4,441,782

NOTES:

1. These bid quantities are based on San Joaquin Council of Governments comments, dated January 08, 2018 & Miner Avenue 60% Improvement Plans, dated January 7, 2019. These quantities have been prepared solely for preliminary estimates, are not based on approved plans and are subject to change upon completion of approved improvement plans.
2. This Engineer's Estimate of Probable Cost is based upon preliminary information and is provided to assist the project proponent. Units costs are based on local knowledge, previous project bids, and coordination with contractors. Units costs are subject to change.
3. This Engineer's Estimate of Probable Cost does not include the following:
 - a. City plan check, final map, development fees or fees due at building or encroachment permit
 - b. Engineering Studies
 - c. Geotechnical Studies, Services or Construction Support
 - d. Legal Services
 - e. Architectural Services
 - f. Architectural and Landscape Architectural Improvements including but not limited to irrigation, trees, plants, landscaping, landscape amenities, architectural amenities, roof drain collection system, stairs, handrails, carports, pool, outdoor kitchen, shed, and trash compactor.
 - g. Fees for Lighting and Landscape, Assessment, Mello-Roos District or similar Districts
 - h. Land costs, right-of-way acquisition, easements, or rights-of-entry
 - i. Costs associated with toxic substance removal or over excavation of unsuitable soils
 - j. Costs associated with finding on-site human, archaeological, or tribal remains.
 - k. Work outside of the Public Right-Of-Way
4. The Contractor shall include sufficient costs for the following items which have not been included in this estimate.
 - a. Strict adherence to the City of Stockton current standards and specifications.
5. This Engineer's Estimate of Probable Cost does not include any reimbursements which this project may be eligible to.
6. Unit Cost for Asphalt Concrete is assumed to be \$245 per ton in place. Unit Cost for Aggregate Base is assumed to be \$75 per ton in place. Pavement sections are based on an R value of 5 and a TI of 8.
7. Unit prices are assume construction in Summer 2020 and include escalation from January 2019 to June 2020 of 15%.
8. Estimate does not include work currently funded for Channel Street from American to Aurora.
9. Estimate does not include work currently funded for Miner Avenue
10. Estimate does not include work currently funded for Hunter Street Road Diet