January 31, 2005

Deanna Walston
Ohlone Community College District
43600 Mission Boulevard
Fremont, CA 94539

Subject: Proposal for Advisory Services – Ohlone Community College District (Fremont Campus) Mixed-Use Development Project

Dear Ms. Walston:

Thank you for the opportunity of submitting this proposal for providing advisory services to Ohlone Community College District for the Ohlone College (Fremont Campus) Mixed-Use Development Project.

The proposal addresses proposed advisory services by A. Plescia & Co. related to: 1) the preparation of a Request for Proposal (RFP) document; 2) technical assistance in the selection of a development team or teams by Ohlone Community College District; and 3) technical assistance in the negotiation of development agreements (leases) with the selected development team(s).

A. Plescia & Co. has experience with real estate development in the Fremont area. I am currently providing advisory services to the City of Fremont on three mixed-use development projects involving both residential and commercial (retail) uses. This work provides me with a good working understanding of both Fremont commercial and residential real estate markets which can be helpful in regard to the proposed Ohlone College (Fremont Campus) Mixed-Use Development Project.

In addition A. Plescia & Co. has experience working with community college districts. I am currently providing advisory services to the Butte-Glenn Community College District in Oroville, California for private development of a commercial mixed-use project on a leasehold basis at the Chico Education Center. My services include preparation of a development market assessment; with additional services to include preparation and assistance in processing a Request for Proposals (RFP) for selection of a private development partner.

I look forward to the opportunity of discussing the enclosed proposal with you and the potential opportunity of working with the Ohlone Community College District on this exciting public-private development project. Please contact me at 916-421-3113 should you have any questions or need additional information. Please note that the new mailing address for A. Plescia & Co. is 788 Florin Road, Sacramento, CA 95831.

Sincerely,

Andrew J. Plescia
Principal
SCOPE OF WORK

Advisory Services:
Ohlone Community College District
(Fremont Campus)
Mixed-Use Development Project

I. ADVISORY SERVICES

The following is a proposed listing of Advisory Services to be provided to the Ohlone Community College District (the “OCCD”) by A. Plescia & Co. (the “Consultant”) related to:

1) preparation of a Request for Proposal (RFP) document;
2) technical assistance in the process for selection of a development team or teams by OCCD; and
3) technical assistance in the negotiation of development agreements (leases) with the selected development team(s).

Due to the advisory services that I am currently providing to the City of Fremont the proposed advisory services to the Ohlone Community College District would not include any participation related to issues of planning, development and/or building approvals/entitlements for the proposed project(s).

Task 1: Preparation of Request for Proposals (RFP) Document

This task includes preparation of the Request for Proposals (RFP) Document, which would be used by OCCD for the process of selecting a private development team or teams for joint development of the subject property.

The RFP document would include, but not be limited to the following sections:

- Summary of Development Offering
- Background (description of Fremont region, OCCD, etc.)
- Development Site (description of the subject property, surrounding uses, etc.)
- Development Potential (summary of market profile, development assessment and feasibility analysis)
- Selection Process (submission requirements, timing for submission, schedule for developer selection)
- Selection Criteria (criteria related to developer qualifications and proposal)
- Basic Terms and Conditions (basic terms and provisions related to disposition of the subject property)

In addition any previous technical reports prepared by OCCD would be made available to prospective developers in the form of a technical report related to development potential (physical and economic) of the subject property such as market feasibility, utilities, infrastructure, public improvements, regulatory provisions and environmental site assessment.

Meetings:

- Meetings with staff, OCCD Board representatives and OCCD Board (for approval of the RFP) to review comments on draft RFP document (maximum of three meetings).

Deliverables:

- Draft and Final RFP Document
• List of development entities (developers, architects, consultants, real estate brokers, etc.)
to receive the RFP

Task 2 – Developer Selection Process

This task includes technical assistance to OCCD related to issuance of the RFP, and implementation of the RFP process; including completing the developer selection process set forth in the RFP.

Specifically this task would include:

A. Coordination of a pre-proposal meeting with prospective developers;
B. Assistance/support to a selection committee formed by OCCD for the purpose of facilitating review and evaluation of the submitted proposals;
C. Preparation of evaluation forms to be used by the selection committee;
D. Review of and evaluation of the financial capacity of the prospective developers submitting proposals to OCCD;
E. Review and evaluation of the proposed business, economic and financial aspects of the proposals submitted to OCCD; including review of the submitted development pro-formas and relationship of the proposed projects to the previous technical development market feasibility studies prepared by OCCD.

Meetings:
• Pre-proposal meeting(s) with prospective development entities interested in the RFP (maximum of one meeting);
• Meetings with OCCD representatives (selection committee) regarding review/evaluation of the submitted proposals (maximum of two meetings);
• Meeting of OCCD Board of Directors related to presentation of recommendation for developer selection (maximum of one meeting).

Deliverables:
• Proposal evaluation forms
• Written summaries regarding Items D and E above

Task 3 – Negotiation (Optional)

This task includes provision of technical assistance to OCCD related to negotiations for, and preparation of agreements (leases) between OCCD and the selected developer(s) for consideration by the OCCD Board of Directors.

Specifically this task would include technical assistance to the OCCD lead negotiator regarding the negotiation of proposed business and financial terms and conditions of the proposed land transaction between OCCD and the selected development team or teams.

Meetings:
• Meetings/negotiations between OCCD representatives and selected developer(s);
• Meetings with OCCD representatives and legal counsel.

II. PROJECTED TIME SCHEDULE

The following is a proposed time schedule for completion of the tasks outlined above under Services including the proposed deliverables (products). The time schedule set forth below is contingent on timely responses and decisions by OCCD as might be necessary to complete the subject Services.
Prior to beginning the Advisory Services outlined above, the Consultant would meet with OCCD representatives to review the scope of work; and provide OCCD staff with a detailed time schedule for completing the Advisory Services including due dates for each of the identified deliverables (products).

<table>
<thead>
<tr>
<th>Task</th>
<th>Time</th>
<th>Cumulative Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Task 1: Preparation of RFP Document</td>
<td>30 days</td>
<td>30 days</td>
</tr>
<tr>
<td>Task 2: Developer Selection Process (RFP) (1)</td>
<td>120 days</td>
<td>150 days</td>
</tr>
<tr>
<td>Task 3: Negotiations (Optional) (1)</td>
<td>120 days</td>
<td>270 days</td>
</tr>
</tbody>
</table>

Note:
(1) Estimates of time depending on the project schedule developed by OCCD and Consultant.

III. COSTS

The following is a cost proposal based on completion of the tasks outlined above (under Advisory Services) within the time periods outlined above under Projected Time Schedule. For hours expended by Andrew J. Plescia, Principal – A. Plescia & Co. would be compensated at the hourly rate of $150 per hour (plus expenses) with a not-to-exceed maximum for each task as identified below.

<table>
<thead>
<tr>
<th>Task</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Task 1: Preparation of RFP Document</td>
<td>6,000.00</td>
</tr>
<tr>
<td>- 40 hours @ $150/hour</td>
<td></td>
</tr>
<tr>
<td>Task 2: Developer Selection Process (RFP) (1)</td>
<td>7,200.00</td>
</tr>
<tr>
<td>- 48 hours @ $150/hour</td>
<td></td>
</tr>
<tr>
<td>Subtotal:</td>
<td>$13,200.00</td>
</tr>
<tr>
<td>Expenses:</td>
<td>1,800.00 (1)</td>
</tr>
<tr>
<td>Total:</td>
<td>$15,000.00</td>
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Note:
(1) Includes estimated cost to prepare graphic version of final RFP – but not cost associated with duplication or distribution of the RFP.

<table>
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</tr>
</thead>
<tbody>
<tr>
<td>Task 3: Negotiations (Optional)</td>
<td>6,000.00</td>
</tr>
<tr>
<td>- 48 hours @ $150/hour</td>
<td></td>
</tr>
<tr>
<td>Subtotal</td>
<td>6,000.00</td>
</tr>
<tr>
<td>Expenses</td>
<td>500.00</td>
</tr>
<tr>
<td>Total</td>
<td>$6,500.00</td>
</tr>
</tbody>
</table>

Overall Total $21,500.00

IV. GENERAL BUSINESS TERMS

A. Project Materials

OCCD shall provide consultant with all existing available information, data, reports, records, maps and surveys in OCCD’s possession related to the subject property including the following:
• Title reports and legal descriptions
• Base maps and aerial photographs
• Market feasibility studies
• Environmental reports

OCCD shall also provide printing and reproduction services, mailing and distribution of the Request for Proposals (RFP).

B. Reimbursable Expenses

Reimbursable expenses shall be billed at cost and shall include actual expenditures made in the interest of the project in the following categories:

• Transportation expenses in connection with authorized out-of-town travel authorized by OCCD;
• Long distance telephone communication and facsimile expenses;
• Reproduction and photography; and
• Postage, shipping and delivery.

C. Invoices

Within ten (10) calendar days of each month the Consultant shall submit an invoice to OCCD specifying the amount due for services performed by Consultant during the immediately preceding calendar month, including out-of-pocket expenses. The invoice shall indicate the hourly rate, hours worked, specific tasks performed, and an itemization of out-of-pocket expenses for which compensation is due to Consultant.

Payment of all invoices shall be made by OCCD after acceptance of work by OCCD within thirty (30) calendar days of receipt of such invoices. Invoices more than sixty (60) days overdue will be subject to a handling charge of two percent (2%).

D. Termination

Either party upon seven (7) days written notice may terminate the subject services. In the event of termination (not at the fault of the Consultant) the Consultant shall be compensated for services performed and expenses incurred prior to termination.

E. Ownership of Documents

All documents including reports, data and graphics prepared by the Consultant under the subject Scope of Work shall be the property of OCCD. The Consultant shall be entitled to keep reproducible copies of the subject documents and may use the subject documents for marketing purposes.

F. Insurance

If required by OCCD, the Consultant shall maintain during the term of this Agreement a Comprehensive General Liability Insurance Policy that names OCCD as an additional insured under such policy. The amount of the General Liability Insurance Policy will include a combined single bodily injury and property damage liability per occurrence in an amount of not less than $1,000,000.

G. Discrimination

The Consultant agrees that no person shall be excluded from employment in the performance of
this Agreement on the grounds of race, creed, religion, sex, age, sexual orientation, marital status or place of origin.

H. Notices

All written notices and correspondence to the Consultant shall be addressed as follows:

Andrew J. Plescia
Principal
A. Plescia & Co.
788 Florin Road
Sacramento, CA 95831
## Related Experience (Sample)

The following are a few examples of services recently or currently being provided by A. Plescia & Co. that are similar in type and scope to the proposed services for the Ohlone Community College District (Fremont Campus) Mixed-Use Development Project.

<table>
<thead>
<tr>
<th>Project:</th>
<th>Chico Center Commercial Development Project</th>
</tr>
</thead>
<tbody>
<tr>
<td>Client:</td>
<td>Butte-Glenn Community College District</td>
</tr>
<tr>
<td>Description:</td>
<td>A. Plescia &amp; Co. has prepared a development market assessment identifying potential land uses, building program, preliminary land values and potential lease revenues for a 5.3 acre property owned by the District adjacent to a recently completed 55,000 square foot education center in Chico. In addition, subject to District Board action, A. Plescia &amp; Co. will prepare and help facilitate a Request for Proposal (RFP) proposal for selection of a private developer to lease the subject property on a long term basis and develop certain commercial (office/retail) uses.</td>
</tr>
</tbody>
</table>
| Contact: | Martha Wescoat-Andes  
Vice President of Administration  
530-895-2353 |

<table>
<thead>
<tr>
<th>Project:</th>
<th>Centerville Market Place</th>
</tr>
</thead>
<tbody>
<tr>
<td>Client:</td>
<td>City of Fremont</td>
</tr>
<tr>
<td>Description:</td>
<td>A. Plescia &amp; Co. has provided advisory services related to negotiation of business terms and conditions for the sale of a 6.5 acre City owned property to a private developer for development of a mixed-use project including 58,000 square feet of retail space and 110 for-sale town home units. In addition, A. Plescia &amp; Co. has provided technical assistance in the negotiation and preparation of the transaction documents including a disposition/development agreement; covenants, conditions and restrictions; and home owner’s association.</td>
</tr>
</tbody>
</table>
| Contact: | Laura Gonzalez-Escoto  
Redevelopment Director  
510-494-4501 |

<table>
<thead>
<tr>
<th>Project:</th>
<th>Downtown/Capitol Avenue Mixed-Use Development</th>
</tr>
</thead>
<tbody>
<tr>
<td>Client:</td>
<td>City of Fremont</td>
</tr>
<tr>
<td>Description:</td>
<td>A. Plescia &amp; Co. is providing services to the City related to review of proposed market, economic and financial information for the sale of certain City owned property to a private developer for development of a mixed-use project including approximately 250,000 square feet of commercial/retail space and 300 units of for-sale housing. In addition, A. Plescia &amp; Co. will be providing technical assistance in the negotiation of business terms and conditions and negotiation/preparation of transaction (land sale) documents.</td>
</tr>
</tbody>
</table>
| Contact: | Lynn Dantzker  
Assistant City Manager  
510-494-4732 |

<table>
<thead>
<tr>
<th>Project:</th>
<th>Madera District Fair Commercial Project</th>
</tr>
</thead>
<tbody>
<tr>
<td>Client:</td>
<td>California Construction Authority</td>
</tr>
<tr>
<td>Description:</td>
<td>A. Plescia &amp; Co. is providing services related to preparation and facilitation of a Request for Proposal (RFP) proposal for selection of a</td>
</tr>
</tbody>
</table>
private developer. The Madera District Fair intends to lease approximately 35.0 acres of property to a private developer on a long term basis for development of certain commercial/retail uses totaling approximately 265,000 to 300,000 square feet of space. In addition A. Plescia & Co. will provide technical assistance in the negotiation of business terms and conditions related to the proposed lease transaction between the District Fair and selected developer.

Contact:
Lisa Drury
Project Manager
916-263-0417