

HUNTINGTON BEACH CITY SCHOOL DISTRICT

**17011 Beach Boulevard, Suite 530
Huntington Beach, CA 92647
(714) 964-8888**

MEASURE Q CAPITAL IMPROVEMENT PHASE 1 PROJECTS

- Project 1 - Dwyer Middle School New Gym/MP/STEM Lab & New Staff/Visitor Parking Lot
- Project 2 - Dwyer Middle School Phase 1 Modernization
- Project 3 - Sowers Middle School New Gym/MP/STEM Lab
- Project 4 - Sowers Middle School Phase 1 Modernization
- Project 5 - Hawes Elementary School Modernization
- Project 6 - Moffett Elementary School Modernization

LEASE-LEASEBACK SERVICES REQUEST FOR PROPOSALS

**RFP Issued: June 1, 2017
Responses Due Date: June 16, 2017 @ 4:00 p.m.**

INTRODUCTION

The Huntington Beach City School District (“District”) is issuing this Request for Proposals (“RFP”) requesting proposals from experienced lease-leaseback (“LLB”) entities that have been prequalified by the District in accordance with Education Code section 17406(a)(2)(C), Public Contract Code section 20111.6, and BP 3310, and are qualified to provide the District with preliminary and construction services pursuant to the LLB provisions of Education Code section 17406 and BP/AR 3311.5 for the following projects:

- Dwyer Middle School New Gym/MP/STEM Lab & New Staff/Visitor Parking Lot Project, located at 1502 Palm Ave, Huntington Beach, CA 92648 (“Project #1”);
- Dwyer Middle School Phase 1 Modernization Project, located at 1502 Palm Ave, Huntington Beach, CA 92648 (“Project #2”);
- Sowers Middle School New Gym/MP/STEM Lab Project, located at 9300 Indianapolis Ave, Huntington Beach, CA 92646 (“Project #3”);
- Sowers Middle School Phase 1 Modernization Project, located at 9300 Indianapolis Ave, Huntington Beach, CA 92646 (“Project #4”);
- Hawes Elementary School Modernization Project, located at 9682 Yellowstone Dr, Huntington Beach, CA 92646 (“Project #5”); and
- Moffett Elementary School Phase 1 Modernization Project, located at 8800 Burlcrest Dr, Huntington Beach, CA 92646 (“Project #6”).

(Individually, “Project” and “Project Site,” and, collectively, “Projects” and “Project Sites.”)

The District has provided notice of this RFP in compliance with Education Code section 17406(a)(2)(A) and Public Contracts Code section 20112, in order to ensure that the selection of the successful LLB entity will be the result of a competitive solicitation process.

The scope of work for the Projects under this RFP will consist of a Preliminary Plan Phase and a Working Drawing Phase, and a Construction Services Phase, as discussed further in this RFP (“Scope of Work”). This RFP describes the Projects, the required Scope of Work, the selection process, and the minimum information that must be included in the responses to this RFP.

Under the authority of Education Code section 17406, the District intends to lease a portion of each Project Site to a single successful LLB entity for the construction of certain tenant improvements that are part of the Scope of Work (individually, “Site Lease” and, collectively, “Site Leases”). Pursuant to the Site Leases, the LLB entity will perform preliminary services for the Projects, including, but not limited to, certain basic services (“Basic Services”), as well as those services described hereafter as part of the Preliminary Plan Phase and the Working Drawing Phase (“Preliminary Services”). Concurrently with the execution of the Site Leases, the District will enter into construction services (“Construction Services”) agreements with the LLB entity, whereby the LLB entity will develop and cause the construction of the Projects on the Project Sites (individually, “Construction Services Agreement” and, collectively, “Construction Services Agreements”). The LLB entity will lease the Project Sites back to the District, and the District will be required to make payments to the LLB entity for the use and occupancy of each Project Site (individually, “Sublease” and, collectively, “Subleases”). The

District will enter into the Site Leases, Construction Services Agreements, and Subleases with the LLB entity based upon a finding that its proposal provides the best value to the District and that it is in the best interest of the District to do so.

The District will issue a notice to proceed with Preliminary Services for each Project (“Preliminary Services Notice to Proceed”), consistent with the Site Leases. The District will subsequently issue a second notice to proceed for each Project with respect to Construction Services, consistent with the Construction Services Agreements (“Construction Services Notice to Proceed”).

The plans and specifications for each Project will require approval by the Division of the State Architect ("DSA").

The District has retained BCA Architects as its architect ("Architect") to prepare the design for each Project.

CRITICAL DATES

Submittal Due Date

Responses to this RFP shall be submitted no later than **Friday, June 16, 2017, at 4:00 p.m.** at the District Office, 17011 Beach Blvd., Suite 530, Huntington Beach, CA 92647, Attention: Jon M. Archibald, Assistant Superintendent, Administrative Services.

PROJECT DOCUMENTS

The following documents are available for review at this “dropbox” location:

https://www.dropbox.com/sh/e4pkmrmkilln7qd/AABAyF-h9iYeyrRuX99vgR_ya?dl=0

1. Scope of Work Summary for Phase 1 Projects
2. Project Schedules
3. Schematic Architectural Plans
4. Schematic Design Cost Estimate vs. Project Budget Comparison
5. Schematic Design Cost Estimates for Phase 1 Projects
6. DRAFT LLB Construction Services Agreement
7. DRAFT LLB Sublease
8. DRAFT LLB Site Lease

DESCRIPTION OF PROJECTS

The following is a projection of tentative milestone dates applicable to all Projects:

DATE	MILESTONE
Monday, June 12, 2017, 12:00 p.m.	Deadline for LLB entities to submit questions and requests for information.

Thursday, June 15, 2017, 4:00 p.m.	Deadline for LLB entities and mechanical, electrical, and plumbing (“MEP”) subcontractors not already prequalified by District to submit prequalification questionnaire and financial statement, consistent with Public Contract Code section 20111.6 and BP 3310.
Friday, June 16, 2017, 4:00 p.m.	Deadline for LLB entities and MEP subcontractors to have prequalified.
Friday, June 16, 2017, 4:00 p.m.	RFP responses due.
Tuesday, June 20, 2017	District completes evaluation of responses to RFP and qualifications of LLB entities pursuant to Submittal Evaluation Criteria and Methodology section of this RFP, below, and in keeping with BP/AR 3311.5.
Thursday, June 22, 2017	District may interview the most qualified LLB entities as part of evaluation process to assist in selection of LLB entity providing best value to District.
Wednesday, July 5, 2017	District selects LLB entity for recommendation to District Board (“Board”) based on determination that selected LLB entity will provide best value to District.
Tuesday, July 11, 2017	Board awards, in writing, LLB contracts to LLB entity whose proposal is determined to be of best value to District; makes public announcement to that effect, including statement regarding basis of award; and approves form of Site Leases, Construction Services Agreements, and Subleases

Project #1

This Project involves the construction of a new Gym/Multipurpose, STEM Labs and Parking Lot at Dwyer Middle School. Refer to the “Phase 1 detailed scope of work summary” and “Project 1 Schematic Design Documents” for a detailed scope of work. The general scope of this Project consists of:

- New Middle School Gym/Multipurpose & STEM Labs Building
- New Staff and Visitor Parking Lot
- Site Accessibility upgrades
- Erosion control and storm water pollution prevention, including maintenance of systems during construction;
- Installation and maintenance of temporary facilities, including fencing and toilets; and
- All components necessary for construction safety.

The following is a projection of tentative milestone dates for this Project:

DATE	MILESTONE
Monday, July 17, 2017	Preliminary Services commencement date.
Friday, April 6, 2018	Preliminary Services completion deadline.
Friday, April 6, 2018	Estimated DSA plan approval.
Wednesday, May 9, 2018	Final guaranteed maximum price (“GMP”) deadline for Construction Services.
Tuesday, May 15, 2018	Board approves amendment to Construction Services Agreement establishing final GMP.
Monday, May 21, 2018	Construction Services commencement date.
Friday, May 17, 2019	Substantial completion of Project.
Monday, August 12, 2019	District move in date.

Monday, May 21, 2018	Estimated commencement date of Sublease.
Monday, November 18, 2019	Estimated expiration date of Sublease.

Project #2

This Project involves the construction of 21st Century Classroom Modernizations at Dwyer Middle School. Refer to the “Phase 1 detailed scope of work summary” and “Project 2 Schematic Design Documents” for a detailed scope of work. The general scope of this Project consists of:

- 1st Phase of 21st Century Classrooms (32 classrooms):
- Repair/Replace Exterior Plaster
- Site Infrastructure Upgrades
- Site Accessibility Upgrades
- Restroom Accessibility upgrades
- Erosion control and storm water pollution prevention, including maintenance of systems during construction;
- Installation and maintenance of temporary facilities, including fencing and toilets; and
- All components necessary for construction safety.

The following is a projection of tentative milestone dates for this Project:

DATE	MILESTONE
Monday, July 17, 2017	Preliminary Services commencement date.
Wednesday, February 7, 2018	Preliminary Services completion deadline.
Wednesday, February 7, 2018	Estimated DSA plan approval.
Wednesday, March 7, 2018	Final guaranteed maximum price (“GMP”) deadline for Construction Services.
Tuesday, March 13, 2018	Board approves amendment to Construction Services Agreement establishing final GMP.

Monday, March 19, 2018	Construction Services commencement date.
Monday, June 24, 2018	Onsite Construction begins. All onsite construction will be completed during the 2018 Summer break.
Friday, August 24, 2018	Substantial completion of Project.
Monday, August 27, 2018	District move in date.
Monday, March 19, 2018	Estimated commencement date of Sublease.
Monday, September 17, 2018	Estimated expiration date of Sublease.

Project #3

This Project involves the construction of a new Gym/Multipurpose and STEM Labs buildings at Sowers Middle School. Refer to the “Phase 1 detailed scope of work summary” and “Project 3 Schematic Design Documents” for a detailed scope of work. The general scope of this Project consists of:

- New Middle School Gym/Multipurpose & STEM Labs Building
- New Campus Courtyard
- Installing New Glazed Garage Doors leading to the main student corridor
- New Hardcourt Striping and Sports Courts
- Site Accessibility Upgrades
- Erosion control and storm water pollution prevention, including maintenance of systems during construction;
- Installation and maintenance of temporary facilities, including fencing and toilets; and
- All components necessary for construction safety.

The following is a projection of tentative milestone dates for this Project:

DATE	MILESTONE
Monday, July 17, 2017	Preliminary Services commencement date.

Friday, March 30, 2018	Preliminary Services completion deadline.
Friday, March 30, 2018	Estimated DSA plan approval.
Wednesday, May 9, 2018	Final guaranteed maximum price (“GMP”) deadline for Construction Services.
Tuesday, May 15, 2018	Board approves amendment to Construction Services Agreement establishing final GMP.
Monday, May 21, 2018	Construction Services commencement date.
Friday, May 17, 2019	Substantial completion of Project.
Monday, August 12, 2019	District move in date.
Monday, May 21, 2018	Estimated commencement date of Sublease.
Monday, November 18, 2019	Estimated expiration date of Sublease.

Project #4

This Project involves the construction of 21st Century Classroom Modernizations at Sowers Middle School. Refer to the “Phase 1 detailed scope of work summary” and “Project 4 Schematic Design Documents” for a detailed scope of work. The general scope of this Project consists of:

- 1st Phase of 21st Century Classroom Renovations (Building 300 - 14 Classrooms);
- Library to Learning Commons Renovation;
- 1st Phase of 21st Century Portable Classroom Renovations (7 portable classrooms);
- Site Infrastructure Upgrades;
- Site Accessibility Upgrades;
- Restroom Accessibility upgrades;
- 1st Phase of AB 300 Seismic Upgrades (Specific Scope is in the process of being defined);

- Erosion control and storm water pollution prevention, including maintenance of systems during construction;
- Installation and maintenance of temporary facilities, including fencing and toilets; and
- All components necessary for construction safety.

The following is a projection of tentative milestone dates for this Project:

DATE	MILESTONE
Monday, July 17, 2017	Preliminary Services commencement date.
Wednesday, February 7, 2018	Preliminary Services completion deadline.
Wednesday, February 7, 2018	Estimated DSA plan approval.
Wednesday, March 7, 2018	Final guaranteed maximum price (“GMP”) deadline for Construction Services.
Tuesday, March 13, 2018	Board approves amendment to Construction Services Agreement establishing final GMP.
Monday, March 19, 2018	Construction Services commencement date.
Monday, June 24, 2018	Onsite Construction begins. All onsite construction will be completed during the 2018 Summer break.
Friday, August 24, 2018	Substantial completion of Project.
Monday, August 27, 2018	District move in date.
Monday, March 19, 2018	Estimated commencement date of Sublease.
Monday, September 17, 2018	Estimated expiration date of Sublease.

Project #5

This Project involves the construction of 21st Century Classroom Modernizations at Hawes Elementary School. Refer to the “Phase 1 detailed scope of work summary” and “Project 5 Schematic Design Documents” for a detailed scope of work. The general scope of this Project consists of:

- 21st Century Classroom Renovations (23 Classrooms);
- 21st Century Portable Renovations (8 Portable Classrooms);
- Site Infrastructure Upgrades;
- Site Accessibility Upgrades;
- Restroom Accessibility upgrades;
- AB 300 Seismic Upgrades (Specific Scope is in the process of being defined);
- Erosion control and storm water pollution prevention, including maintenance of systems during construction;
- Installation and maintenance of temporary facilities, including fencing and toilets; and
- All components necessary for construction safety.

The following is a projection of tentative milestone dates for this Project:

DATE	MILESTONE
Monday, July 17, 2017	Preliminary Services commencement date.
Wednesday, February 7, 2018	Preliminary Services completion deadline.
Wednesday, February 7, 2018	Estimated DSA plan approval.
Wednesday, March 7, 2018	Final guaranteed maximum price (“GMP”) deadline for Construction Services.
Tuesday, March 13, 2018	Board approves amendment to Construction Services Agreement establishing final GMP.
Monday, March 19, 2018	Construction Services commencement date.

Monday, June 24, 2018	Onsite Construction begins. All onsite construction will be completed during the 2018 Summer break.
Friday, August 24, 2018	Substantial completion of Project.
Monday, August 27, 2018	District move in date.
Monday, March 19, 2018	Estimated commencement date of Sublease.
Monday, September 17, 2018	Estimated expiration date of Sublease.

Project #6

This Project involves the construction of 21st Century Classroom Modernizations at Moffett Elementary School. Refer to the “Phase 1 detailed scope of work summary” and “Project 6 Schematic Design Documents” for a detailed scope of work. The general scope of this Project consists of:

- 21st Century Classroom Renovations (25 Classrooms);
- 21st Century Portable Renovations (1 Portable Classroom);
- Library to Learning Commons Renovation;
- Administration Office Renovation;
- Site Infrastructure Upgrades;
- Site Accessibility Upgrades;
- Restroom Accessibility upgrades;
- AB 300 Seismic Upgrades (Specific Scope is in the process of being defined);
- Erosion control and storm water pollution prevention, including maintenance of systems during construction;
- Installation and maintenance of temporary facilities, including fencing and toilets; and
- All components necessary for construction safety.

The following is a projection of tentative milestone dates for this Project (Construction will not begin until Phase 2 (2020 – 2023) of the Bond Program):

DATE	MILESTONE
Monday, July 17, 2017	Preliminary Services commencement date.

Wednesday, February 28, 2018	Preliminary Services completion deadline.
Wednesday, February 28, 2018	Estimated DSA plan approval.
Wednesday, February 3, 2021	Final guaranteed maximum price (“GMP”) deadline for Construction Services.
Tuesday, February 9, 2021	Board approves amendment to Construction Services Agreement establishing final GMP.
Monday, February 15, 2021	Construction Services commencement date.
Monday, June 21, 2021	Onsite Construction begins. All onsite construction will be completed during the 2018 Summer break.
Friday, August 20, 2021	Substantial completion of Project.
Monday, August 23, 2021	District move in date.
Monday, February 15, 2021	Estimated commencement date of Sublease.
Monday, September 20, 2021	Estimated expiration date of Sublease.

PRELIMINARY SERVICES

The successful LLB entity shall perform the Preliminary Services for the Projects pursuant to the Site Leases. In no event shall the Preliminary Services to be provided by the LLB entity include any work for which a contractor is required to be licensed and for which DSA approval is required. Preliminary Services shall be limited to providing advice, including, but not limited to, scheduling, pricing, and phasing to assist the District in designing more constructible Projects.

CONSTRUCTION SERVICES AGREEMENTS

The successful LLB entity will act as a General Contractor pursuant to the Construction Services Agreements, Site Leases, and Subleases, and may contract with separate specialty contractors to

perform the various trades comprising the entire Scope of Work. The LLB entity shall work under the direction of District staff.

SUBCONTRACTORS

If specified below, per Education Code section 17406(a)(4)(A), each response to this RFP shall identify the following specific types of subcontractors: _____, _____, and _____. These subcontractors will be afforded the protections of the Subletting and Subcontracting Fair Practices Act. MEP subcontractors, including the above designated types of subcontractors, if any, must be prequalified pursuant to Public Contract Code section 20111.6 prior to an LLB entity submitting its response to this RFP. Prequalification includes the requirement for the completion and submission of a standardized prequalification questionnaire and financial statement that is verified under oath and is not a public record. All other subcontracts with a value exceeding one-half of 1 percent of the price allocable to construction work must be selected consistent with Education Code section 17406(a)(4)(B).

GUARANTEED MAXIMUM PRICE

The estimated GMP of each Project is as follows:

- Project #1: Eight million, seven hundred and fifty-seven thousand and seven hundred and twenty Dollars (\$8,757,720).
- Project #2: Three million, six hundred and fifty-seven thousand and three hundred and sixty Dollars (\$3,657,360).
- Project #3: Seven million, six hundred and eight thousand Dollars (\$7,608,000).
- Project #4: Four million, nine hundred and nineteen thousand and three hundred and sixty Dollars (\$4,919,360).
- Project #5: Five million, four hundred and fifty-three thousand and four hundred Dollars (\$5,453,400).
- Project #6: Six million, one hundred and forty-four thousand Dollars (\$6,144,000).

The estimated GMP for each Project shall address the percentage of the final GMP amount for (a) the Construction Contingency and (b) the District Contingency to be assigned to the Project. The final GMP for each Project will include all of the LLB entity's costs for labor, materials, equipment, overhead and profit, general conditions, special conditions (if any), the Construction Contingency, and the amount of the District Contingency. The final GMP for construction of each Project will be required to include detailed cost breakdowns, based upon the final DSA approved plans and specifications for the Project, as more particularly described in Section 4 of the Construction Services Agreements and in this RFP. The final GMP for each Project shall be comprised of "Tenant Improvement Payments" for the Construction Services performed by the LLB entity on the Project, and "Sublease Payments," which will be paid following Project completion for a period of up to six (6) months, in consideration for the District's rental, use, and occupancy of the Project Site, as more particularly described in Exhibit "C" of the Subleases. As part of the District review of the final GMP for each Project, the District will expect to have access to all subcontractor bids, including proof that all

mechanical, electrical, and plumbing subcontractors proposed to be used by the LLB entity on the Project have been prequalified by the District and possess a current registration with the Department of Industrial Relations ("DIR"), as required by Labor Code section 1725.5; contingency breakdown and tracking documents; general conditions breakdown and tracking documents; and LLB entity fees. In the event the LLB entity realizes a savings on any aspect of a Project, such savings shall be added to the District Contingency and expended consistent with the District Contingency.

FIXED PRICE FOR PRELIMINARY SERVICES

Respondents will be required to include, as provided by the Submittal Format and Content section of this RFP, a fixed price for the Preliminary Services for each Project. The LLB entity's compensation amount for completion of the Preliminary Services for each Project shall be all-inclusive, and shall include any and all overhead and profit, professional services, Scope of Work, expenses, direct costs, office costs, staff salaries, and all other costs and personnel necessary to complete the Preliminary Services for the Project.

INDEPENDENT CONTRACTOR

The District will retain the LLB entity on an independent contractor basis, and the LLB entity will not be an officer, agent, or employee of the District. The LLB entity will not be an employee for state tax, federal tax, or any other purpose and is not entitled to the rights or benefits afforded to District employees. Any additional personnel performing services on behalf of the LLB entity shall also not be employees of the District and shall at all times be under the LLB entity's exclusive direction and control. The LLB entity shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of services and as required by law. The LLB entity shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to, social security taxes, income tax withholdings, unemployment insurance, disability insurance, and workers' compensation insurance.

CONFLICT OF INTEREST

The LLB entity represents that it has no existing financial interest and will not acquire any such interest, direct or indirect, that could conflict in any manner or degree with the performance of services required under this RFP or for the construction of the Project, and that no person having any such interest shall be subcontracted in connection with this RFP or employed by the LLB entity. The LLB entity shall not conduct or solicit any non-District business while on District property or time.

The LLB entity will also take all necessary steps to avoid the appearance of a conflict of interest and shall have a duty to disclose to the District prior to entering into the LLB agreements any and all circumstances existing at such time that pose a potential conflict of interest.

The LLB entity warrants that it has not directly or indirectly offered or given, and will not directly or indirectly offer or give, to any employee, agent, or representative of the District any cash or non-cash gratuity or payment with a view toward securing any business from the District or influencing such person with respect to the conditions or performance of any agreements with or orders from the District, including, without limitation, the LLB agreements.

SCHEDULE OF WORK

The schedules applicable to the provision of services under the Site Leases and the Construction Services Agreements are provided in Exhibit "A" ("Contract Schedules"). The LLB entity shall provide the services of the specified Phases according to said Contract Schedules. Firm start and completion dates will be inserted for each Phase.

SCOPE OF WORK UNDER SITE LEASES

The Preliminary Services Scope of Work for which the LLB entity shall be responsible is set forth in Section 9.B. of the Site Leases, and includes services for the Preliminary Plan Phase and the Working Drawing Phase of each Project. Of particular importance, the LLB entity shall be required to perform the following services for each Project pursuant to the Site Leases:

- **Basic Services:** The LLB entity shall provide or perform, as Basic Services, the services that are necessary, normal, customary, or incidental to the performance of its responsibilities under either Preliminary Services Phase.
- **Design:** The LLB entity shall provide design services in conjunction with Architect and attend planning meetings to discuss design issues with the District and Architect.
- **Constructability Reviews:** The LLB entity shall provide detailed written Constructability Reviews, focusing on errors, omissions, clarity, consistency, coordination, and overall constructability.
- **Value Analysis:** The LLB entity shall actively evaluate each Project for value saving options and present all such options to the District and Architect for review and consideration.
- **Cost Control Management:** The LLB entity shall provide Cost Control Management, including providing cost estimates for all improvements comprising each Project.
- **Master Schedule:** The LLB entity shall provide a Master Schedule for construction of each Project, including, but not limited to, phasing, staging, site logistics, and sequencing, in addition to all milestone dates.
- **Other responsibilities necessary for the completion of Preliminary Services for each Project.**

SCOPE OF WORK UNDER CONSTRUCTION SERVICES AGREEMENTS

The Construction Services Scope of Work for which the LLB entity shall be responsible is set forth in the Construction Services Agreements. Of particular importance, the LLB entity shall be required to perform the following construction and post-construction services for each Project:

- Bid coordination of plans, bidding, and selection of qualified, prequalified (if required by Education Code section 17406(a)(2)(C), Public Contract Code section 20111.6, and BP 3310) subcontractors, including trade contractors, consistent with Section 7 of the Construction Services Agreements, and construction administration;

- Comply with Education Code section 17407.5, which requires the LLB entity and its subcontractors at every tier to use a skilled and trained workforce to perform all work that falls within an apprenticeable occupation in the building and construction trades;
- Construct each Project, as specified above;
- Coordinate and expedite record drawings and specifications;
- Compile operations and maintenance manuals, warranties/guarantees, and certificates;
- Obtain occupancy permit; and coordinate final testing, documentation, and governmental inspections;
- Prepare final accounting and closeout procedures with Inspector of Record;
- Assist the District in any audit reporting to the Office of Public School Construction; and
- Other responsibilities necessary for the completion of the Projects in accordance with the approved plans and specifications.

SUBMITTAL FORMAT AND CONTENT

The Responses to this RFP should be clear, concise, complete, and demonstrate Respondent’s qualifications. They may be no longer than 40 pages on 8 1/2” x 11” paper, inclusive of resumes, forms, and pictures. (NOTE: Respondents shall base their submittals on the “Scope of Work” and the information and materials distributed at the Pre-Submittal Conference.)

One (1) original, three (3) copies and 1 digital file of the Proposal shall be delivered to the District Office no later than **4:00 p.m. on Friday, June 16, 2017** at:

Huntington Beach City School District
 17011 Beach Boulevard, Suite 530
 Huntington Beach, California 92647
 Attention: Jon M. Archibald
 Assistant Superintendent
 Administrative Services

Submittal Cover

Include the RFP’s title, submittal due date, and the name of principal firm (or firms if there is a joint venture or association).

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Include a complete and clear listing of headings and pages to allow easy reference to key information.

1. Cover Letter

The cover letter should be brief (two page maximum). Describe how the Scope of Work for the Preliminary Services and construction phase will be accomplished for the District, identify the team members (i.e., joint partners and sub-consultants), and the name, address, and California Contractors State License Number(s) of all subcontractor

types required by this RFP to be used on the Projects, if any; and include the title and signature of the firm's contact person for this procurement. If the firm is proposing to co-respond with another principal firm, the cover letter must specify the type of services to be provided by each firm and the proposed percentage allocated to that phase or function of the service. Any changes to the District's requested format or deletions of requested materials should be explained in the cover letter. The signatory shall be a person with official authority to bind the company.

2. *Mandatory Qualifications*

Respondents must currently be prequalified by the District pursuant to Education Code section 17406(a)(2)(C), Public Contract Code section 20111.6, and BP 3310, and hold a General Building Contractor License (B License) that is current, valid, and in good standing with the California Contractors State License Board at the time the Proposal is submitted to the District and throughout the entire term of the Project. Provide the following information for each license:

- Exact name of license holder on file
- License Classification
- License Number
- Date Issued
- Expiration Date
- Whether license has been suspended or revoked in the past five (5) years. If so, explain.

Respondents shall also provide the license information above for all consultants and subcontracts.

Proof of DIR Registration. Respondents must currently be registered with the DIR as required by Labor Code section 1725.5 and provide proof from the DIR website that all contractors and subcontractors of the LLB entity that will be working on the Projects are then registered with DIR. Respondents shall be required to maintain its registration with DIR without interruption at all times from submittal of its Proposal until the Projects are accepted by the District as complete.

3. *Methods and Strategic Plan*

The goal of the District is to not displace any students from their classrooms during the modernization of existing facilities. To achieve this goal, construction schedules will need to be accelerated to complete all work in existing facilities over the 12-week summer break. Describe in detail your methods and plan for carrying out the Scope of Work for the Projects. Include in this information the "Contract Schedules" attached as Exhibit "A" to this RFP based on the timelines and information provided in the information packet distributed at the Pre-Submittal Conference. Describe your approach to the Projects, including any creative methodology or technology that your firm uses or unique resources that your firm can offer.

4. *Qualifications and Experience*

This section shall contain a description of the Respondent's experience in providing LLB preliminary/pre-construction and construction services for public entities. A minimum of two LLB projects on existing, operating school campuses over \$2.5 Million Dollars in the past three years is required. Please list all preliminary/pre-construction and construction experiences for the past five years, including for each project:

- The project name
- Contracting Method utilized (e.g. single prime bid, lease-leaseback, etc.)
- Awarding and completion dates
- Percentage completion dates for projects currently underway but not yet completed
- Name(s) and telephone number(s) of the owner's representative
- The firm's team members, subcontractors, and consultants, describing the exact tasks that each team member performed
- Total project cost

5. *Cost Savings/Value Engineering*

Respondents must have direct experience with value engineering and must be able to demonstrate an aptitude to "value engineer" or analyze the Projects' plans, components, and features, to find more efficient and cost-effective methods or alternatives. Describe the firm's experience on previous projects on which the firm was able to suggest and implement ideas that resulted in overall cost savings to the owner of the project, either through value engineering or other processes.

6. *Complicated Projects*

As part of or in addition to the description of the firm's past projects listed above, list projects the firm has successfully completed that had obstacles, such as aggressive schedule or significant budgetary restrictions. Provide a description of the creative solutions implemented and how the obstacles were overcome, including the following:

- What the firm did to accommodate the complexity of the project
- How the firm met the client's needs on site
- How inconveniences were minimized
- How safety was maximized

7. *Past Performance Record*

If any of the following has occurred, please describe in detail the circumstances for each occurrence:

- Failure to enter into a contract once selected
- Withdrawal of a proposal as the result of an error
- Termination or failure to complete a contract
- Debarment by any local, municipal, county, state, or federal agency
- Involvement in litigation, arbitration, or mediation as a part of an LLB project
- Direct involvement with owners, construction managers, or architects in litigation, arbitration, or mediation involving public projects in the past ten years

- Conviction of the firm or its principals for violating a state or federal anti-trust law by bid-rigging, collusion, or restrictive competition between bidders, or conviction of violating any other federal or state law related to bidding or contract performance
- Knowing concealment of any deficiency in the performance of a prior contract
- Falsification of information or submission of deceptive or fraudulent statements in connection with a contract
- Willful disregard for applicable rules, laws, or regulations

Failure to disclose information regarding any of the above may be deemed to indicate an unsatisfactory record of performance.

8. *Organizational Chart*

This section shall include an organizational chart containing the names of all key personnel, joint venture partners, and subconsultants with titles and their specific task assignment for the Projects together with their resumes, including their school construction experience. The District's evaluation will consider the entire team. Therefore, no changes in the team's composition will be allowed without prior written approval of the District. The LLB entity shall be responsible for any additional costs incurred by changes in the team's composition.

9. *Financial Information*

Provide the following financial information/documentation:

- A letter from a financial institution stating a current line of credit
- A notarized statement from an admitted surety insurer (approved by the California Department of Insurance and authorized to issue bonds in the State of California) that states: (a) that your current bonding capacity is sufficient for the Projects; and (b) your current available bonding capacity
- A letter from an insurance company indicating ability to provide insurance. The following is a tentative schedule:
 - A.M. Best financial rating of A:VII
 - Commercial General Liability Insurance. It shall be at least as broad as Insurance Services Office General Liability Coverage (Occurrence Form CG 0001). One Million Dollars (\$1,000,000) per occurrence for bodily injury, personal injury, and property damage/Three Million Dollars (\$3,000,000) aggregate.
 - Automobile Liability Insurance. It shall be at least as broad as Insurance Services Office Form Number CA 0001 Automobile Liability, Code I (any auto). One Million Dollars (\$1,000,000) for bodily injury and property damage each accident limit.
 - Workers' Compensation and Employer's Liability Insurance. The LLB entity and all subcontractors shall insure (or be a qualified self-insured), under the applicable laws relating to workers' compensation insurance, all of their employees working on or about the Project Sites, in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of

the State of California and any Acts amendatory thereof. The LLB entity shall provide employer's liability insurance in the amount of at least One Million Dollars (\$1,000,000) per accident for bodily injury and disease.

All insurance will be in a form and with insurance companies acceptable to the District.

Insurance carriers shall be qualified to do business in California and maintain an agent for service of process within the state.

The District, its employees, consultants, and agents shall be listed as additional insureds on each of the above policies, and original proof of insurance showing the additional insured parties must be presented at the time of final execution of the LLB contract.

- Indicate current value of all work the LLB entity has under contract
- Provide business construction revenues for the past five (5) years

10. *Fixed Price and Guaranteed Maximum Price*

Provide the fixed total contract amount to perform the Preliminary Services for each Project on the "Payment Provisions" forms attached to this RFP as Exhibits "B" to "G". Separately, provide the estimated GMP for construction of each Project, consistent with Exhibits "H" to "M". The final GMP for each Project will include all of the LLB entity's costs for labor, materials, equipment, overhead and profit, general conditions, special conditions (if any), Construction Contingency, and the amount of the District Contingency. The final GMP for each Project will be required to include detailed cost breakdown, based upon the final DSA approved plans and specifications for the Project, as more particularly described in Section 4 of the Construction Services Agreements and in this RFP. The estimated GMP for each Project shall address the percentage of the final GMP amount for (a) the Construction Contingency and (b) District Contingency to be assigned to the Project. Any portion of the Construction Contingency remaining after completion of each Project, or any savings realized on any aspect of the Project, shall be added to the District Contingency. To calculate the GMP for each Project, Respondents must seek and receive at least five (5) bona fide bids from subcontractors for all scopes of work on the Project that constitute more than three percent (3%) of the total GMP.

11. *Exceptions to this RFP*

Each Proposal shall certify that the Respondent takes no exceptions to this RFP.

SUBMITTAL EVALUATION CRITERIA AND METHODOLOGY

A review and selection committee will review and evaluate all submittals received by the District. A Respondent may be requested by the evaluation panel to clarify the contents of its proposal. The District also may, at its discretion, and to further assist in its evaluations, conduct interviews of the most qualified LLB entities that submit proposals responsive to this RFP.

The District will award the LLB contracts following the completion of a competitive solicitation process and evaluations, based on the best value to the District, taking into consideration the Respondent's demonstrated competence and professional qualifications necessary for the satisfactory performance of services required. The Board has adopted and published BP/AR 3311.5, containing a set of criteria to be used when calculating a best value score and awarding LLB contracts, and are deemed incorporated in full into this RFP by this reference. The procedures and guidelines set forth in BP/AR 3311.5 for evaluating the proposals and qualifications of Respondents will ensure the best value selections by the District are conducted in a fair and impartial manner. The District shall evaluate the proposals and qualifications of Respondents based solely upon the criteria and evaluation methodology set forth in BP/AR 3311.5 when awarding a best value score and selecting an LLB entity that will provide the best value to the District.

GENERAL INFORMATION

Compliance

Submittals must be in strict accordance with the requirements of this RFP. Any Proposal not submitted in accordance with the requirements of this RFP will not be considered.

Amendments

The District reserves the right to cancel or revise this RFP in part or in its entirety. If the District cancels or revises this RFP, all Respondents will be notified by addenda. The District also reserves the right to extend the date responses are due and any timelines described in the RFP.

Inquiries

All questions about the meaning or intent of this RFP shall be submitted to the District in writing, Attention: Michael Henning, Senior Construction Administrator, Associate Principal, BCA Architects. Replies will be issued by addenda and emailed to all parties recorded by the District as having received the RFP documents. Questions received less than four (4) days prior to the submittal due date will not be answered. Only questions answered by formal written addenda will be binding.

Applicants shall not contact Board members in connection with this selection process. Any applicants who violate this request will be disqualified from further consideration.

A firm may withdraw its Response to this RFP by submitting, by mail or facsimile, a written request signed by the firm's authorized representative. To be effective, the withdrawal must be received by the District prior to the date and time set forth herein as the due date for receipt of the Responses to the RFP. Proposals may be resubmitted in the same manner, if done so before the submission deadline. Withdrawal or modification of a submitted Proposal in any other manner will not be permitted.

Late Proposals

It is the Respondent's responsibility to ensure its proposal submittal is received by the District on or before the time and date specified. Submittals received after the date and time specified will not be considered.

Additional Provisions and Requirements

- A. **Prequalification of Contractors and Subcontractors.** In accordance with the provisions of Education Code section 17406(a)(2)(C) and BP 3310, the Contractor and, if applicable, electrical, mechanical, and plumbing subcontractors, shall be subject to the same prequalification requirements for prospective bidders described in Public Contract Code section 20111.6, including the requirement for the completion and submission of a standardized prequalification questionnaire and financial statement that is verified under oath and is not a public record.
- B. **Public Record.** Responses to this RFP will become the exclusive property of the District and subject to the California Public Records Act, Government Code sections 6250 et seq. Those portions, if any, of the RFP submittal marked or otherwise identified by the LLB entity to be returned to the LLB entity will be returned following award of the contracts for the Projects.

Those elements in each response that are trade secrets as that term is defined in Civil Code section 3426.1(d) or otherwise exempt by law from disclosure and that are prominently marked as "TRADE SECRET," or "CONFIDENTIAL," or "PROPRIETARY" may not be subject to disclosure. The District shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is deemed to be required by law or by an order of the court. LLB entities that indiscriminately identify all or most of their submittal as exempt from disclosure without justification may be deemed non-responsive.

In the event the District is required to defend an action on a Public Records Act request for any of the contents of a Proposal marked "confidential," "proprietary," or "trade secret," the LLB entity agrees, upon submission of its Proposal for the District's consideration, to defend and indemnify the District from all costs and expenses, including attorneys' fees, in any action or liability arising under the Public Records Act.

- C. **Non-Discrimination.** The District does not discriminate on the basis of race, color, national origin, religion, age, ancestry, medical condition, disability, or gender in consideration for an award of a contract.
- D. **Drug-Free Policy and Fingerprinting.** The LLB entity shall be required to complete any and all fingerprinting requirements and criminal background checks required by state law and shall also be required to complete a Drug-Free Workplace Certification.
- E. **Costs.** Costs of preparing a Response to this RFP are solely the responsibility of the Respondent.

- F. **Prevailing Wages.** Respondents are advised that the Projects are public works for purposes of the California Labor Code, which requires payment of prevailing wages. The District will obtain from the Director of the Department of Industrial Relations the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work. These rates will be on file at the District and will be available to any interested party upon request. Any LLB entity to which a contract is awarded must pay the prevailing rates, post copies thereof at the job sites, and otherwise comply with applicable provision of state law.
- G. **Skilled and Trained Workforce.** Respondents are advised that a "Skilled and Trained Workforce" will be required to be used to perform the Projects, which shall be comprised of either skilled journeymen or apprentices registered in an apprenticeship program as required by Education Code section 17407.5(b)(3).
- H. **Securities.** Respondents are advised that, if awarded a contract, they will be permitted, at their request and expense and in accordance with Public Contract Code section 22300, to substitute securities equivalent to retention monies withheld by the District to ensure performance under the contract. Upon satisfactory completion of the Projects, the securities shall be returned to the LLB entity.
- I. **Bonding.** The LLB entity will be required to furnish a Performance Bond in the amount of one hundred percent (100%) of the contract price, less the District Contingency, and a Payment (Material and Labor) Bond in the amount of one hundred percent (100%) of the contract price, less the District Contingency.
- J. **Limitations.** This RFP does not commit the District to award a contract, to defray any costs incurred in the preparation of a Proposal pursuant to this RFP, or to procure or contract for work.

DISTRICT CONTACT

The District looks forward to receiving a submittal from your firm. If you have any questions regarding this RFP, please contact:

Michael Henning, AIA, LEED AP
Senior Construction Administrator, Associate Principal
BCA Architects
(949) 293-2524
MichaelH@bcaarchitects.com

NOTE: Incomplete submittals, incorrect information, or late submittals may be cause for immediate disqualification. The District reserves the right to request additional information or clarification during the evaluation process. The District retains the right to reject any or all submittals, per Education Code section 17406(a)(2)(G). All Respondents should note that the execution of any contract pursuant to this RFP is dependent upon the approval of the Huntington Beach City School District, in its sole discretion.

EXHIBIT "A"

CONTRACT SCHEDULES FOR PROJECTS 1 - 6

CONTRACT SCHEDULE FOR PROJECT #1: Dwyer Middle School New Gym/MP/STEM Lab & New Staff/Visitor Parking Lot

Preliminary Plan Phase.

Design Development

Start Date: 5/22/2017

Completion Date: 7/28/2017

Working Drawing Phase.

Estimated Start Date: 7/31/2017

Estimated Completion Date of 100% Construction Documents: 10/20/2017

Construction Phase.

Estimated Start Date of Construction: 5/16/2018

Estimated Completion Date of Construction: 5/17/2019

CONTRACT SCHEDULE FOR PROJECT #2: Dwyer Middle School Phase 1 Modernization

Preliminary Plan Phase.

Design Development

Start Date: 5/22/2017

Completion Date: 6/23/2017

Working Drawing Phase.

Estimated Start Date: 6/26/2017

Estimated Completion Date of 100% Construction Documents: 8/11/2017

Construction Phase.

Estimated Start Date of Construction: 3/14/2018

Estimated Completion Date of Construction: 9/24/2018

CONTRACT SCHEDULE FOR PROJECT #3: Sowers Middle School New Gym/MP/STEM Lab

Preliminary Plan Phase.

Design Development

Start Date: 5/22/2017

Completion Date: 7/21/2017

Working Drawing Phase.

Estimated Start Date: 7/24/2017

Estimated Completion Date of 100% Construction Documents: 10/6/2017

Construction Phase.

Estimated Start Date of Construction: 5/16/2018

Estimated Completion Date of Construction: 5/17/2019

CONTRACT SCHEDULE FOR PROJECT #4: Sowers Middle School Phase 1 Modernization

Preliminary Plan Phase.

Design Development

Start Date: 5/22/2017

Completion Date: 7/7/2017

Working Drawing Phase.

Estimated Start Date: 7/10/2017

Estimated Completion Date of 100% Construction Documents: 8/18/2017

Construction Phase.

Estimated Start Date of Construction: 3/14/2018

Estimated Completion Date of Construction: 8/24/2018

CONTRACT SCHEDULE FOR PROJECT #5: Hawes Elementary School Modernization

Preliminary Plan Phase.

Design Development

Start Date: 5/22/2017

Completion Date: 6/30/2017

Working Drawing Phase.

Estimated Start Date: 7/3/2017

Estimated Completion Date of 100% Construction Documents: 8/25/2017

Construction Phase.

Estimated Start Date of Construction: 3/14/2018

Estimated Completion Date of Construction: 8/24/2018

CONTRACT SCHEDULE FOR PROJECT #6: Moffett Elementary School Modernization

Preliminary Plan Phase.

Design Development

Start Date: 5/22/2017

Completion Date: 6/30/2017

Working Drawing Phase.

Estimated Start Date: 7/3/2017

Estimated Completion Date of 100% Construction Documents: 9/1/2017

Construction Phase.

Estimated Start Date of Construction: 2/10/2021

Estimated Completion Date of Construction: 8/20/2021

EXHIBIT “B”

PAYMENT PROVISIONS FOR PROJECT #1:

**DWYER MIDDLE SCHOOL NEW GYM/MP/STEM LAB & NEW STAFF/VISITOR
PARKING LOT**

Contract Amount

The total contract amount for Preliminary Services under the Site Lease will be as set forth on the agreement coversheet.

Compensation – Preliminary Plans and Working Drawing Phase Services

The compensation for all Preliminary Services provided for the following Phases shall be a firm, fixed price, as follows, which includes all overhead and profit, professional services, Scope of Work, expenses (including travel and living expenses), direct costs, office costs, staff salaries, and all other costs and personnel necessary to complete the Preliminary Services, except for the cost of necessary reproduction of documents under the circumstances set forth in Section 7.B. of the Site Lease.

Preliminary Plan Phase	\$ <u> </u>
Working Drawing Phase	\$ <u> </u>

EXHIBIT “C”

**PAYMENT PROVISIONS FOR PROJECT #2:
DWYER MIDDLE SCHOOL PHASE 1 MODERNIZATION**

Contract Amount

The total contract amount for Preliminary Services under the Site Lease will be as set forth on the agreement coversheet.

Compensation – Preliminary Plans and Working Drawing Phase Services

The compensation for all Preliminary Services provided for the following Phases shall be a firm, fixed price, as follows, which includes all overhead and profit, professional services, Scope of Work, expenses (including travel and living expenses), direct costs, office costs, staff salaries, and all other costs and personnel necessary to complete the Preliminary Services, except for the cost of necessary reproduction of documents under the circumstances set forth in Section 7.B. of the Site Lease.

Preliminary Plan Phase	\$ <u> </u>
Working Drawing Phase	\$ <u> </u>

EXHIBIT “D”
PAYMENT PROVISIONS FOR PROJECT #3:
SOWERS MIDDLE SCHOOL NEW GYM/MP/STEM LAB

Contract Amount

The total contract amount for Preliminary Services under the Site Lease will be as set forth on the agreement coversheet.

Compensation – Preliminary Plans and Working Drawing Phase Services

The compensation for all Preliminary Services provided for the following Phases shall be a firm, fixed price, as follows, which includes all overhead and profit, professional services, Scope of Work, expenses (including travel and living expenses), direct costs, office costs, staff salaries, and all other costs and personnel necessary to complete the Preliminary Services, except for the cost of necessary reproduction of documents under the circumstances set forth in Section 7.B. of the Site Lease.

Preliminary Plan Phase	\$ <u> </u>
Working Drawing Phase	\$ <u> </u>

EXHIBIT “E”
PAYMENT PROVISIONS FOR PROJECT #4:
SOWERS MIDDLE SCHOOL PHASE 1 MODERNIZATION

Contract Amount

The total contract amount for Preliminary Services under the Site Lease will be as set forth on the agreement coversheet.

Compensation – Preliminary Plans and Working Drawing Phase Services

The compensation for all Preliminary Services provided for the following Phases shall be a firm, fixed price, as follows, which includes all overhead and profit, professional services, Scope of Work, expenses (including travel and living expenses), direct costs, office costs, staff salaries, and all other costs and personnel necessary to complete the Preliminary Services, except for the cost of necessary reproduction of documents under the circumstances set forth in Section 7.B. of the Site Lease.

Preliminary Plan Phase	\$ <u> </u>
Working Drawing Phase	\$ <u> </u>

EXHIBIT “F”
PAYMENT PROVISIONS FOR PROJECT #5:
HAWES ELEMENTARY SCHOOL MODERNIZATION

Contract Amount

The total contract amount for Preliminary Services under the Site Lease will be as set forth on the agreement coversheet.

Compensation – Preliminary Plans and Working Drawing Phase Services

The compensation for all Preliminary Services provided for the following Phases shall be a firm, fixed price, as follows, which includes all overhead and profit, professional services, Scope of Work, expenses (including travel and living expenses), direct costs, office costs, staff salaries, and all other costs and personnel necessary to complete the Preliminary Services, except for the cost of necessary reproduction of documents under the circumstances set forth in Section 7.B. of the Site Lease.

Preliminary Plan Phase	\$ <u> </u>
Working Drawing Phase	\$ <u> </u>

**EXHIBIT “G”
PAYMENT PROVISIONS FOR PROJECT #6:
MOFFETT ELEMENTARY SCHOOL MODERNIZATION**

Contract Amount

The total contract amount for Preliminary Services under the Site Lease will be as set forth on the agreement coversheet.

Compensation – Preliminary Plans and Working Drawing Phase Services

The compensation for all Preliminary Services provided for the following Phases shall be a firm, fixed price, as follows, which includes all overhead and profit, professional services, Scope of Work, expenses (including travel and living expenses), direct costs, office costs, staff salaries, and all other costs and personnel necessary to complete the Preliminary Services, except for the cost of necessary reproduction of documents under the circumstances set forth in Section 7.B. of the Site Lease.

Preliminary Plan Phase	\$ <u> </u>
Working Drawing Phase	\$ <u> </u>

EXHIBIT "H"

ESTIMATED GUARANTEED MAXIMUM PRICE FOR PROJECT #1:

**DWYER MIDDLE SCHOOL NEW GYM/MP/STEM LAB & NEW STAFF/VISITOR
PARKING LOT**

Contract Amount

Respondents are to include, as required by the Submittal Format and Content section of this RFP, the Fixed Fee amount for the Preliminary Services and an estimated guaranteed maximum price ("GMP") for the Construction Services, consistent with Section 4 of the Construction Services Agreement, which will be finalized after the Preliminary Services have been completed.

The estimated GMP shall be based upon a cost-plus-fixed-fees amount, using \$ [redacted] as the "Cost" with a construction duration of [redacted] months.

The LLB entity's Fixed Fee amount for completion of the Preliminary Services shall be all-inclusive, and shall include any and all overhead and profit, professional services, Scope of Work, expenses (including travel and living expenses), direct costs, office costs, staff salaries, and all other costs and personnel necessary to complete the Preliminary Services, except for the cost of necessary reproduction of documents under the circumstances set forth in Section 7.B. of the Site Lease.

*All Project-specific General Conditions and Special Conditions (if any) must be itemized on the Proposals for inclusion in the GMP for Construction Services.

The estimated GMP shall be presented in the Proposals as follows:

GMP: COST-PLUS-FIXED-FEES AMOUNT

Cost: \$ [redacted]

Fixed Fees:

- Profit & Overhead: [redacted]%
- Bonds: [redacted]%
- General Insurance: [redacted]%
- Builder's Risk Insurance: [redacted]%
- General Conditions: [redacted]%
- Special Conditions (if any): [redacted]%
- Tenant Improvement Payments: [redacted]%
- Sublease Payments: [redacted]%
- Construction Contingency: [redacted]%
- Other Fees (if any): [redacted]%

EXHIBIT "I"

**ESTIMATED GUARANTEED MAXIMUM PRICE FOR PROJECT #2:
DWYER MIDDLE SCHOOL PHASE 1 MODERNIZATION**

Contract Amount

Respondents are to include, as required by the Submittal Format and Content section of this RFP, the Fixed Fee amount for the Preliminary Services and an estimated guaranteed maximum price ("GMP") for the Construction Services, consistent with Section 4 of the Construction Services Agreement, which will be finalized after the Preliminary Services have been completed.

The estimated GMP shall be based upon a cost-plus-fixed-fees amount, using \$ [redacted] as the "Cost" with a construction duration of [redacted] months.

The LLB entity's Fixed Fee amount for completion of the Preliminary Services shall be all-inclusive, and shall include any and all overhead and profit, professional services, Scope of Work, expenses (including travel and living expenses), direct costs, office costs, staff salaries, and all other costs and personnel necessary to complete the Preliminary Services, except for the cost of necessary reproduction of documents under the circumstances set forth in Section 7.B. of the Site Lease.

*All Project-specific General Conditions and Special Conditions (if any) must be itemized on the Proposals for inclusion in the GMP for Construction Services.

The estimated GMP shall be presented in the Proposals as follows:

GMP: COST-PLUS-FIXED-FEES AMOUNT

Cost: \$ [redacted]

Fixed Fees:

- Profit & Overhead: [redacted]%
- Bonds: [redacted]%
- General Insurance: [redacted]%
- Builder's Risk Insurance: [redacted]%
- General Conditions: [redacted]%
- Special Conditions (if any): [redacted]%
- Tenant Improvement Payments: [redacted]%
- Sublease Payments: [redacted]%
- Construction Contingency: [redacted]%
- Other Fees (if any): [redacted]%

EXHIBIT "J"

**ESTIMATED GUARANTEED MAXIMUM PRICE FOR PROJECT #3:
SOWERS MIDDLE SCHOOL NEW GYM/MP/STEM LAB**

Contract Amount

Respondents are to include, as required by the Submittal Format and Content section of this RFP, the Fixed Fee amount for the Preliminary Services and an estimated guaranteed maximum price ("GMP") for the Construction Services, consistent with Section 4 of the Construction Services Agreement, which will be finalized after the Preliminary Services have been completed.

The estimated GMP shall be based upon a cost-plus-fixed-fees amount, using \$ [redacted] as the "Cost" with a construction duration of [redacted] months.

The LLB entity's Fixed Fee amount for completion of the Preliminary Services shall be all-inclusive, and shall include any and all overhead and profit, professional services, Scope of Work, expenses (including travel and living expenses), direct costs, office costs, staff salaries, and all other costs and personnel necessary to complete the Preliminary Services, except for the cost of necessary reproduction of documents under the circumstances set forth in Section 7.B. of the Site Lease.

*All Project-specific General Conditions and Special Conditions (if any) must be itemized on the Proposals for inclusion in the GMP for Construction Services.

The estimated GMP shall be presented in the Proposals as follows:

GMP: COST-PLUS-FIXED-FEES AMOUNT

Cost: \$ [redacted]

Fixed Fees:

- Profit & Overhead: [redacted]%
- Bonds: [redacted]%
- General Insurance: [redacted]%
- Builder's Risk Insurance: [redacted]%
- General Conditions: [redacted]%
- Special Conditions (if any): [redacted]%
- Tenant Improvement Payments: [redacted]%
- Sublease Payments: [redacted]%
- Construction Contingency: [redacted]%
- Other Fees (if any): [redacted]%

EXHIBIT "K"

**ESTIMATED GUARANTEED MAXIMUM PRICE FOR PROJECT #4:
SOWERS MIDDLE SCHOOL PHASE 1 MODERNIZATION**

Contract Amount

Respondents are to include, as required by the Submittal Format and Content section of this RFP, the Fixed Fee amount for the Preliminary Services and an estimated guaranteed maximum price ("GMP") for the Construction Services, consistent with Section 4 of the Construction Services Agreement, which will be finalized after the Preliminary Services have been completed.

The estimated GMP shall be based upon a cost-plus-fixed-fees amount, using \$ [redacted] as the "Cost" with a construction duration of [redacted] months.

The LLB entity's Fixed Fee amount for completion of the Preliminary Services shall be all-inclusive, and shall include any and all overhead and profit, professional services, Scope of Work, expenses (including travel and living expenses), direct costs, office costs, staff salaries, and all other costs and personnel necessary to complete the Preliminary Services, except for the cost of necessary reproduction of documents under the circumstances set forth in Section 7.B. of the Site Lease.

*All Project-specific General Conditions and Special Conditions (if any) must be itemized on the Proposals for inclusion in the GMP for Construction Services.

The estimated GMP shall be presented in the Proposals as follows:

GMP: COST-PLUS-FIXED-FEES AMOUNT

Cost: \$ [redacted]

Fixed Fees:

- Profit & Overhead: [redacted]%
- Bonds: [redacted]%
- General Insurance: [redacted]%
- Builder's Risk Insurance: [redacted]%
- General Conditions: [redacted]%
- Special Conditions (if any): [redacted]%
- Tenant Improvement Payments: [redacted]%
- Sublease Payments: [redacted]%
- Construction Contingency: [redacted]%
- Other Fees (if any): [redacted]%

EXHIBIT "L"

**ESTIMATED GUARANTEED MAXIMUM PRICE FOR PROJECT #5:
HAWES ELEMENTARY SCHOOL MODERNIZATION**

Contract Amount

Respondents are to include, as required by the Submittal Format and Content section of this RFP, the Fixed Fee amount for the Preliminary Services and an estimated guaranteed maximum price ("GMP") for the Construction Services, consistent with Section 4 of the Construction Services Agreement, which will be finalized after the Preliminary Services have been completed.

The estimated GMP shall be based upon a cost-plus-fixed-fees amount, using \$ [redacted] as the "Cost" with a construction duration of [redacted] months.

The LLB entity's Fixed Fee amount for completion of the Preliminary Services shall be all-inclusive, and shall include any and all overhead and profit, professional services, Scope of Work, expenses (including travel and living expenses), direct costs, office costs, staff salaries, and all other costs and personnel necessary to complete the Preliminary Services, except for the cost of necessary reproduction of documents under the circumstances set forth in Section 7.B. of the Site Lease.

*All Project-specific General Conditions and Special Conditions (if any) must be itemized on the Proposals for inclusion in the GMP for Construction Services.

The estimated GMP shall be presented in the Proposals as follows:

GMP: COST-PLUS-FIXED-FEES AMOUNT

Cost: \$ [redacted]

Fixed Fees:

- Profit & Overhead: [redacted]%
- Bonds: [redacted]%
- General Insurance: [redacted]%
- Builder's Risk Insurance: [redacted]%
- General Conditions: [redacted]%
- Special Conditions (if any): [redacted]%
- Tenant Improvement Payments: [redacted]%
- Sublease Payments: [redacted]%
- Construction Contingency: [redacted]%
- Other Fees (if any): [redacted]%

EXHIBIT "M"

**ESTIMATED GUARANTEED MAXIMUM PRICE FOR PROJECT #6:
MOFFETT ELEMENTARY SCHOOL MODERNIZATION**

Contract Amount

Respondents are to include, as required by the Submittal Format and Content section of this RFP, the Fixed Fee amount for the Preliminary Services and an estimated guaranteed maximum price ("GMP") for the Construction Services, consistent with Section 4 of the Construction Services Agreement, which will be finalized after the Preliminary Services have been completed.

The estimated GMP shall be based upon a cost-plus-fixed-fees amount, using \$ [redacted] as the "Cost" with a construction duration of [redacted] months.

The LLB entity's Fixed Fee amount for completion of the Preliminary Services shall be all-inclusive, and shall include any and all overhead and profit, professional services, Scope of Work, expenses (including travel and living expenses), direct costs, office costs, staff salaries, and all other costs and personnel necessary to complete the Preliminary Services, except for the cost of necessary reproduction of documents under the circumstances set forth in Section 7.B. of the Site Lease.

*All Project-specific General Conditions and Special Conditions (if any) must be itemized on the Proposals for inclusion in the GMP for Construction Services.

The estimated GMP shall be presented in the Proposals as follows:

GMP: COST-PLUS-FIXED-FEES AMOUNT

Cost: \$ [redacted]

Fixed Fees:

- Profit & Overhead: [redacted]%
- Bonds: [redacted]%
- General Insurance: [redacted]%
- Builder's Risk Insurance: [redacted]%
- General Conditions: [redacted]%
- Special Conditions (if any): [redacted]%
- Tenant Improvement Payments: [redacted]%
- Sublease Payments: [redacted]%
- Construction Contingency: [redacted]%
- Other Fees (if any): [redacted]%