



CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT PURCHASING DEPARTMENT

January 18, 2024

Addendum No. 02 INVITATION TO BID.: B23/24-02 CLPCCD Lease Leaseback Delivery Services: Science, Technology, Engineering, Arts and Math (STEAM) Project

To: All Prospective Bidders

This Addendum two (2) is issued to incorporate the following changes, additions or deletions to the RFP (B23/24-01). Any modifications/changes made by this addendum affect only the portions or paragraphs specifically identified herein; all remaining portions of the RFP (B23/24-01) to remain in force. It is the responsibility of all responders to conform to this addendum.

A. ADDITIONS, CHANGES AND/OR CLARIFICATIONS:

REPLACE DOCUMENT IN IT ENTIRETY WITH THE ATTACHED REVISION.

REVISED EXHIBIT A -to Facilities Lease - SCHEDULE OF FACILITIES LEASE PAYMENTS

REVISED NUMERICAL SEQUENCE UNDER THE FOLLOWING DOCUMENT – SEE ATTACHED REVISED DOCUMENT

LEASE-LEASEBACK AGREEMENT ARTICLE 2. Project Phase: A. Phase I Preconstruction Activity, Schedule and GMP Development; 12. Notice to Proceed or Contractor’s Total Cost of Services for Phase I. to 13. Notice to Proceed or Contractor’s Total Cost of Services for Phase I.

REMOVE THE FOLLOWING SECTION FROM THE FOLLOWING DOCUMENT – SEE ATTACHED REVISED DOCUMENT.

LEASE-LEASEBACK AGREEMENT ARTICLE 2. Project Phase: A. Phase I Preconstruction Activity, Schedule and GMP Development; 13. Notice to Proceed or Contractor’s Total Cost of Services for Phase I. C. Validation

ADDITIONAL VERBIAGE ADDED TO THE FOLLOWING DOCUMENT – SEE ATTACHED REVISED DOCUMENT.

LEASE-LEASEBACK AGREEMENT ARTICLE 2. Project Phase: A. Phase I Preconstruction Activity, Schedule and GMP Development; 6. Cost Estimates.



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REQUEST FOR PROPOSAL, PAGE 4, SUBSECTION, E GUARANTEED MAXIMUM PRICE (GMP DEVELOPMENT), PARAGRAPH 3, IS REVISED AS FOLLOWS.

Prior to finalization of the GMP, the Firm will be required to provide the District with objectively verifiable information of all of its costs to complete the work. The District will expect to have access to objectively verifiable information for all of contractors costs, including but not necessarily limited to subcontractor bids, value engineering back-up, contingency breakdown and tracking documents, general conditions breakdown and tracking documents, and Contractor fees. The Firm will be required to submit spreadsheets showing full breakdown of costs, including information on subcontractors that were contacted and subcontractors who responded. Subcontractors may be selected on either best value or a lowest bidder basis.

ADD DOCUMENT TO RFQ/P: TABLE A – CLASSIFICATION OF PROJECT COSTS

CHANGES:

RFQ Shortlist Interview Dates changed to the following:

Monday, February 26, 2024 and Tuesday, February 27, 2024

B. RFI QUESTIONS:

PLEASE NOTE WE HAVE COPIED SUBMITTED RFI'S INTO THE ADDENDA AS RECEIVED FROM PREQUALIFIED CONTRACTORS.

QUESTION #1. The schedule provided in the RFP notes that Shortlist Notification & Posting to Website will occur on December 21, 2023. We have checked the districts website and called daily since 12/21 to seek an update. Please advise:

- a. When will the shortlist of firms be notified?
- b. Will the procurement calendar be updated to provide a comparable duration from shortlist notice to Proposal due date?

RESPONSE:

Notifications to each pre-qualified contractor were issued on December 21, 2023 prior to the end of the business day.

Pre-Qualified contractors were provided written letters via direct notification to emails provided in the Pre-Qualification submittal by date of notification in the RFQ/P. Posting to the website of the listed prequalified contractors does not affect the proposal deadline date, RFI submittal period, interview timelines nor the anticipated NTP dates. The Proposal deadline remains January 30, 2024 by 2:00PM as indicated in the RFP/Q B23/24-02.

QUESTION #2. The RFP states that the proposal shall not exceed Forty (40) 8 ½ x11 double-sided pages.



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- a. Please confirm that the total single page count can be 80 pages.
- b. Please advise - are covers, tabs and dividers included in this page count?

RESPONSE:

District will accept EIGHTY (80) single sided pages.

Covers and tabs do not count towards total page count. Dividers do count as part of the overall page count.

Question #3. Please reference attached RFP (pdf page 8). a. The bulleting and number system on (RFP, pdf page 8) jumps from 12 to 5 (the districts requested numbering of tabs/section topics does not align with the previous page). Please clarify the tab numbering and contents to be included for items shown on the attached (pdf page 8 taken from the RFP)? Please confirm tabs 13, 14, and 15 should be included and labeled as follows.

- i. Proposed Fee: Should Proposed Fee be provided in Proposal section (tab) 13?
- ii. Warranty Period - Should Warranty Period be included in section 14?
- iii. Relevant Experience - Should a Tab 15 be created for Relevant Experience?
 1. At the second sub-bullet within Relevant Experience, the requirement states "List those areas where sub-consultants will be required and where the firm has inhouse expertise. Provide resumes of persons providing each of these services and for key personnel assigned to the Project."
 - a. Resumes are required to be provided in Proposal section 4.
 - b. Please confirm that duplicate resumes are not required to be submitted as part of this section (15).

RESPONSE:

Refer to Revision to Request for Proposal Document, revise numbering from #5 to #13.

Relevant Experience is number 13.

No

Relevant Experience is to be tab 13 as indicated in above response.

Strike the following sentence ***"List those areas where sub-consultants will be required and where the firm has in-house expertise."***



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The requirement of resumes in this section is for those who provide service to the projects being listed in this section. If the resumes are the same, you may indicate that and point to that persons resume in section 4 of the proposal.

See response in 3.1.a.

Question #4. Reference last paragraph within Exhibit "A1" regarding contract time/schedule.

1. Please confirm that the completion in Summer 2027 is limited to the new STEAM Building and the Amphitheater Renovations (and that the district anticipates the renovation of Building 1800 to be completed after the completion of the new STEAM Building?)

RESPONSE:

The schedule provided in Exhibit A1 is a desire of the District to complete the entire project summarized in the RFP by August 2027 including the renovation of B1800. Once the Lease Leaseback contractor is on board for Preconstruction services, the contractor with input from the architect and District will develop a schedule that will be reviewed and approved by all parties on the TEAM.

Question #5. Last bullet point on pdf page 3 of the RFP states "Firm shall negotiate with District a guaranteed maximum price (GMP) for the construction of the Project, using the Classification of Project Cost (Table A) Exhibit E, which shall become the basis for the Lease Agreements.

1. The RFP documents do not include an Exhibit E, Table A, or Classification of Project Cost; please provide.

RESPONSE:

See attached Exhibit E, Table A.

Question #6. Revised Proposal due date (revised procurement schedule).

RESPONSE: See response to Question #7 below.

Question #7. Thank you for releasing the shortlist of firms earlier today (1/11/24). As the formal RFP response period (from shortlist notification) is starting 21 days later than anticipated, please confirm the proposal due date can be extended by 21 days and revised to 2/20/24? Similarly, [please provide revised milestone dates for RFI submittal, interviews, and NTP.](#)

RESPONSE:

Pre-Qualified contractors were provided written letters via direct notification to emails provided in the Pre-Qualification submittal by date of notification in the



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RFQ/P. Posting to the website of the listed prequalified contractors does not affect the proposal deadline date, RFI submittal period, interview timelines nor the anticipated NTP dates. The Proposal deadline remains January 30, 2024 by 2:00PM as indicated in the RFP/Q B23/24-02.

Question #8. Reference RFP Section F, Submittal Requirements, Relevant Experience (Suggested to be Tab 15 per Sundt RFI #3 below)

- Can projects provided in response to Tab 15 (Relevant Experience) be revised to follow the requirements of Addendum 01 dated 12/6/23, and thus include projects completed during the last ten (10) years and valued from \$60M - \$90M?

5. Relevant Experience: **Should a Tab 15 be created for Relevant Experience?**

a) Resumes are required to be provided in Proposal section 4. Please confirm that duplicate resumes are not required to be submitted as part of this section (15).

Description of the firm's experience with respect to the areas of school or similar construction over the past seven (7) years. Specifically, please provide:

- A list of the ten most relevant projects your firm has been involved with for the past seven (7) years where the total project value are approximately \$90,000,000.00 (plus or minus 8%) Within that list:
 - o Identify the projects involving public and private schools, community colleges and universities;
 - o Provide a current contact name, e-mail address, and indicate which key firm personnel areas where sub-consultants will be providing their house expertise. Provide resumes of persons providing each of these services and for key personnel assigned to the Project.
- Include examples of other similar project assignments on the part of the firm.
- List projects your firm has successfully completed that have some or all of the following obstacles, including the creative solutions from the firm on how these obstacles were overcome:

Please confirm projects completed within the last ten (10) years can be included, and that the range of project values can be \$50M to \$90M as per district PQ Addendum 01 dated 12/6/23

RESPONSE:

Confirmed, per Addendum 1, this requirement has changed and should be followed.

Please Note: The above document has questions related to the RFP; contractor provided these same questions separately and the District has provided responses to these questions in this Addendum 2.

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Question #9. Reference RFP Section F, Submittal Requirements

- Can a Section be added within the proposal to include Proposal Clarifications (Section 17)?

RESPONSE:

If the contractor had additional clarifications related to the proposal, the contractor should have submitted them during the RFI period. With that said, should the contractor have clarifications they want to provide in there proposal, they should provide a list for consideration.

Question #10. Reference RFP Section F, Submittal Requirements, Proposed Fees

- Proposal section (13 per Sundt RFI #3 below) request firms to provide a Project Fee and a separate Fee for Preconstruction Services.
- Please confirm the proposed Project Fee % excludes the value of all subcontracts, and contractor’s contingency. Please also confirm that the cost of temporary utility consumption fees (gas, water, electricity, sewer, etc.) are to be excluded from the proposed Project Fee.
- Please confirm that the cost of performing Potholing Services, along with utility location and depth is to be excluded from the Preconstruction Services Fee (and that the district, design team, and successful LLB Entity will jointly develop the scope, strategy, and cost of potholing and utility location services after the project specific information becomes available).

RESPONSE:

The Project fee % is to include all project costs. As notated in the RFP section F, #12, first bullet. **That fee includes overhead, profit, and all costs, including, but not limited to, insurance, bonds, labor, and general conditions.** Temporary utilities are included in the project fee.

This potholing and utility location service is to be included in the preconstruction fee. Confirmed the District, architect and LLB contractor will jointly develop a plan, strategy for utility locating once LLB contractor is engaged in the project.

Question #11. Preconstruction Phase Services (Precon)

- Please confirm that Performance and Payment bonds will not be required during the Precon phase, and that the district will not hold retention from Precon services payment applications.
- Please advise – will the district issue separate contracts for the Precon and Construction Phase Services? (Alternatively, will the district issue one contract that is initially for Precon, and then supplement that same Agreement to add the GMP(s) for Construction?

RESPONSE:



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Performance and Payment Bonds **will be** required for Preconstruction Services. Confirmed District will not withhold Retention from Preconstruction Services. The District will issue a contract for Preconstruction Services. IF the LLB Contractor and the District come to agreement on the Final GMP, the District will issue a Change Order to original contract for the Agreed to and Board approved Final GMP that will include all LLB contracts.

Question #12. Progress Payments during Construction

- Please confirm that:
- the district will make monthly Tenant Improvement Payments equal to 95% of the Contractor's final, district-approved amount to construct the project,
- that no additional retention will be held from the monthly Tenant Improvement Payments described in item 1 above, and that,
- The remaining 5% of the Contractor's final, district-approved Tenant Improvement Payments (+ interest due on lease payments) will be paid to Contractor during the lease period, which is not to exceed 12 months.

RESPONSE:

District will make monthly payments based on the Approved Schedule of Values (SOV) on a monthly basis based on % of completion.

5% of the Approved SOV monthly pay application will be withheld for retention purposes.

Please see revised Exhibit A – Schedule of Facilities Lease for response to this question. Confirmed 12 month lease period after Board Approved Notice Of Completion (NOC)

Question #13. Standard of care / Responsibility for design errors and omissions

- Please confirm that the district requires the Contractor to perform its services consistent with the professional skill and care ordinarily provided by contractors practicing in the same or similar locality under the same or similar circumstances, and that the cost of errors and omissions on the part of other project participants will not be borne by the Contractor.

RESPONSE:

Confirmed

Question #14 Per the RFP, the Contractor will commence work at the start of SD and the first estimate is required at completion of Design Development. If quicker cost feedback is desired to inform the design process, the District could update the



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estimating services and include an earlier full estimate to baseline the design cost with the Contractor.

RESPONSE:

Due to the timing of the proposal, interview, negotiation and award of contract at this time it is not assumed that the LLB Contractor will be able to provide enough time and detail for review of the Schematic Design Documents. Should the process proceed smoother than anticipated the District will entertain requests for additional services related to the Schematic Design Cost Estimate/Model. At this point only participation and review as specified in the RFQ/P and contract documents is anticipated.



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Question #15. The RFP states that during the construction documents phase the contractor shall coordinate the work of the contractor's subcontractors. What design build and/or design assist trades would the District like the Contractor to bid out and have on board before the construction documents phase commences?

RESPONSE:

During the Preconstruction Phase, the District, Architect and LLB Contractor will work together to determine which subcontractors will be needed to assist in the construction document phase.

Question #16. Scoring section, question 4 will rate the contractors understanding of the local environment and city permit process. Since the project will be permitted by DSA, are there any required city or other local permits required that will be coordinated by the General Contractor?

RESPONSE:

Local utility providers may be consulted during the design phase including reclaimed water authority, natural gas provider, electrical power provider, domestic water and sanitary sewer provider. Participation in these meetings is anticipated by the Lease Leaseback Contractor.

Question #17. Since all bidders are prequalified, is the project information requested in section 5, page 7 of the RFP required? It appears duplicative with the information already provided in the RFQ. If required, please confirm if these project sheets are included in the page count.

RESPONSE:

Yes, this information is required. Reviewers are not privy to the Pre-qualification document. Yes, confirmed that these pages count toward the total page count.

Question #18. In the Preconstruction Services section of the RFP, the bullet that discusses the GMP negotiations references a Classification of Project Costs (Table A) Exhibit (E) which does not appear to be included. Please confirm what items should be included in the Fee Proposal submitted (GCs vs GR, Overhead costs, etc) and what will be included in the GMP.

RESPONSE:

See attached Project Costs Table A – **CLASSIFICATION OF PROJECT COSTS**



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Question #19. A bullet following the fee proposal section indicates, “Specify the warranty period included in this estimate, and any warranty restrictions.” The warranty period is clarified in the contract as 1 year and the RFP does not ask for an estimate. Please clarify the intent of this statement.

RESPONSE:

The warranty period for the project is specified as a 1-year period, if the Lease Leaseback Contractor is proposing an alternate warranty period costs for the 1-year and proposed warranty period shall be specified in the proposal and indicated on the attached: **Exhibit 2 FEE AND WARRANTY PROPOSAL**

Question #20. The RFP fee proposal section specifies “the fee includes...insurance, bonds, labor and general conditions”. Please clarify the following questions regarding the fee proposal inclusions:

- a. Builder’s Risk (BR) is not noted, however the contract notes that Builder’s Risk insurance is required, please confirm this should also be included in the fee proposal.
- b. What labor should be included in the fee proposal?
- c. What costs should be included in the General Conditions included in the fee proposal?

RESPONSE:

- a. Confirmed builder’s risk is included in the total project costs paid by the owner, as negotiated during the GMP phase of the project. See attached Exhibit E, Table A.
- b. All labor for the project to be included. See attached Exhibit E, Table A.
- c. See attached Exhibit E, Table A for breakdown of costs between direct cost of work, construction phase service, overhead and profit and paid by owner items.

Question #21 If confirmed Builder’s Risk (BR) is included in the fee proposal, the industry standard includes reviewing the final drawings and material selections prior to finalizing the BR cost. In addition, the contract calls for the Builder’s Risk to include full replacement value for all insured perils including earthquake and flood. Including full replacement for earthquake and flood will increase the cost of the policy more than 500%. Additionally, with construction not expected to start for 18+ months and the design not yet finalized, insurers will not provide a locked rate.

- a. We would propose separating the Builder’s Risk premium from the fee proposal and including as an allowance to be reconciled at the time of GMP. This would eliminate bidders inflating the BR cost to cover their risk.
- b. We would propose that the earthquake and flood coverage in the BR would align with CA public cost 7105 that limits the coverage. Should bidders price



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full replacement for earthquake and flood or the reduced limits allowed per CA public code 7105?

RESPONSE:

- a. Confirmed builder's risk is included in the total project costs paid by the owner, as negotiated during the GMP phase of the project. See attached Exhibit E, Table A.
- b. Confirmed builder's risk is included in the total project costs paid by the owner, as negotiated during the GMP phase of the project. See attached Exhibit E, Table A.

Question #22. Las Positas stated during the mandatory pre-bid meeting onsite that GC's would be expected during the 1 year warranty period to have staff still assigned to the project in some capacity to address user requests, warranty items, or similar. We did not find that requirement in the RFP or draft Contract. If that is a requirement, can you please elaborate on the expectation and the percentage of time that staff needs to be dedicated to Las Positas?

RESPONSE:

See revised Exhibit A to Facilities Lease SCHEDULE OF FACILITIES LEASE PAYMENTS for response to this question.

All other terms and conditions remain unchanged.

EXHIBIT A – to Facilities Lease

SCHEDULE OF FACILITIES LEASE PAYMENTS

The term of this Facilities Lease shall commence as of the date shown on page 1 of this Facilities Lease. Facilities Lease payments shall be paid monthly in accordance with the Contract Documents and the total Facilities Lease Payments made shall not exceed the amount of the final Total Facilities Lease Amount as defined in Article 4 of the Lease-Leaseback Agreement.

Notwithstanding the foregoing, the term of this Facilities Lease may be extended and payment options may be modified by written agreement of the Parties hereto.

The initial schedule of Facilities Lease Payments shall be as follows, subject to the amount to be financed as discussed below.

Tenant Improvement Payments. Each month while Contractor is providing construction services, District shall pay Contractor a sum equal to ninety percent (90%) of the value of construction work performed on the last day of the prior month, less the aggregate of previous payments, and less Lease Payments (the “Tenant Improvement Payments”).

Five percent (5%) of the value of such work shall be held by the District as retention, and five percent (5%) shall be payable as Lease Payments (the “Financed Amount”) after the Work is Complete.

Tenant Improvement Payments shall not exceed estimates of the value of work completed which shall be prepared by Contractor on a form approved by District and certified by the Architect and District’s Project Inspector and any other approved representative of District, and filed before the fifth (5th) day of the month during which payment is to be made.

Work completed as estimated shall be an estimate only and no inaccuracy or error in said estimate shall release Contractor or any surety from responsibility for the satisfactory performance of such work or from enforcing each and every provision of the General Construction Provisions. District shall have the right subsequently to correct any error made in any estimate for payment.

Contractor shall not be entitled to have any payment estimates processed or be entitled to have any payment made for work performed so long as District, or any of the public agencies with jurisdiction, has not accepted or waived compliance with any lawful or proper direction concerning non-complying work or any portion thereof.

Payment for Contractor hours expended during the 12-month lease period, shall be in addition to the 5% withheld and shall be paid based upon actual hours worked toward the scheduling of additional training of staff, installation of owner furnished equipment, materials or supplies, or other work within the building the owner deems necessary. If the District exercises its right to early payment of the lease, the hourly charges shall be invoiced on a monthly basis for actual work performed and time expended on site.

In no event shall the cumulative total of the Tenant Improvement Payments, along with the balance of the Construction Contingency, Lease Payments and anticipated retention, ever exceed the Guaranteed Maximum Price.

The final 5% of the Total Facilities Lease Amount (the Financed Amount) shall be paid in equal monthly installments over twelve months. Each of these monthly payments shall be increased by ten percent (10%) as a financing charge. For clarity and avoidance of doubt, the twelve payments shall be 110% of one twelfth of the Financed Amount. The monthly payment shall reduce commensurately both the total principal and finance charge otherwise owing.

The Owner shall have the right to pay these payments early at any time after the Completion of the Project. If Owner pays the Financed Amount early, it shall not be required to pay the ten percent (10%) financing charge on any remaining amounts. Early payment shall reduce the finance charge to the pro rata amount owing at the time of the early payment. There shall be no prepayment penalty.

LEASE-LEASEBACK AGREEMENT

PROJECT NAME AND SITE LOCATION HERE

THIS LEASE-LEASEBACK AGREEMENT (this "Agreement") is entered into as of _____ between the Chabot-Las Positas Community College District, a California Community College District (the "District"), and INSERT CONTRACTOR NAME, a California [corporation] and licensed general contractor (the "Contractor"). District and Contractor are each a "Party" and together are the "Parties" to this Agreement.

WHEREAS, The District intends to construction a INSERT PROJECT NAME AND SITE LOCATION ("Project"), ("Site").

WHEREAS, In order to optimize the work that needs to be done for the construction, the District has determined that it is necessary to begin work as soon as possible so that the Project can be performed in a timely, cost-effective, and cooperative manner to meet the District's compressed time schedule for the planned completion and use by the College.

WHEREAS, The District intends to undertake a construction project as described generally in Article 1 and **Exhibit A1** below, at the College (the "Project").

WHEREAS, California Education Code Section 81335 permits the governing board of a Community College District to enter into this lease-leaseback agreement.

WHEREAS, In connection with the approval of this Agreement, actual construction of the Project be contingent on Contractor's receipt of the Notice to Proceed with Construction from the District, and the District will enter into a separate site lease agreement with Contractor (the "Site Lease"), under which it will lease the Project site described and depicted in **Exhibit A1** of the Site Lease (the "Site") to Contractor in order for Contractor to construct the Project as described in the Scope of Work set forth in **Exhibits A and B** to this Agreement (the "Scope of Work").

WHEREAS, Contractor will lease the Site and the Project back to the District pursuant to a separate Facilities Lease Agreement (the "Facilities Lease"), under which the District will be required to make lease payments to Contractor for the use and occupancy of the Site, including the Project.

WHEREAS, Upon completion of the Project or termination of this Agreement, the Site Lease and Facilities Lease automatically will terminate and title to the Site and Project automatically will vest with the District.

WHEREAS, The District and Contractor desire to enter into this Agreement to ensure that the Project will meet the District's expectations prior to the lease of the Site back to the District pursuant to the Facilities Lease.

WHEREAS, Contractor is experienced in the construction of the type of School and type of work desired by the District and is willing to perform said construction work for the District, all as more fully set forth this Agreement.

The District and Contractor therefore agree as follows:

ARTICLE 1. SCOPE OF WORK. The Contractor agrees to furnish all labor, equipment and materials, including tools, implements, and appliances required, and to perform all the work in a good and workmanlike manner, free from any and all liens and claims from mechanics, material suppliers, subcontractors, artisans, machinists, teamsters, freight carriers, and laborers required for the Project, all in strict compliance with the plans, drawings and specifications for the Project prepared by the District's Architect and the other Contract Documents relating to the Project.

In accordance with California Public Contract Code Section 3300, Contractor has Class "A," "B," "C21," and "C-8" licenses that Contractor shall maintain in good standing for the duration of Contractor's work on the Project.

ARTICLE 2. PROJECT PHASES. Planning and construction of Project shall occur in phases. Phase I shall consist of planning and design services; Phase II shall consist of construction of the DSA approved documents, which will include two (2) Increments. Increment I known as "Demolition of Existing Buildings, Utilities and Surrounding areas" and Increment II Construction of the facilities.

Phase I shall commence upon execution of this Agreement, and Phase II shall be contingent on Contractor's receipt of the Notice to Proceed with construction from the District. In the event the District and the Contractor do not establish and agree upon Guaranteed Maximum Price ("GMP") and Project Schedule for the construction phase of the Project or otherwise elect not to proceed to Phase II of the Project, the Developer Fee (provided in Article 1 paragraph 12) shall constitute the sole financial obligation of District for Phase I services.

A. Phase I. Preconstruction Activity, Schedule and GMP Development.

Pursuant to this Agreement, Contractor shall provide pre-construction development and related services required during the Project's design and approval phases. Such services shall commence upon approval of this Agreement by District. Contractor shall perform the services described in this Article within the time frames established by the District. The purpose of Phase I is to establish and agree upon Guaranteed Maximum Price ("GMP") and Project Schedule for the construction phase of the Project.

Preconstruction services shall consist of the following:

1. Site Evaluation. Contractor shall perform an evaluation of the sites for the Project and make recommendations relating to scope, constructability, and schedule of the Project. Contractor shall also review the scope of necessary demolition work, to develop a hazardous materials removal plan. The purpose of this evaluation is to improve the Project's design and minimize unforeseen conditions. At District's request, Contractor shall provide the results of its evaluation in written form to the District.

2. Potholing Services. Contractor shall provide utility investigation providing location and depth through potholing. A minimum of 10 locations and maximum of 15 locations within the site boundary.

3. Constructability Review. Contractor shall provide a constructability review of the Plans and Specifications prior to issuing documents for subcontractor bids.

a. Overview. Contractor shall review the plans and specifications and related construction documents for errors and omissions, clarity, consistency, and coordination. Contractor's review shall emphasize ensuring that the Project can be completed within the District's available budget to the level of quality and educational goals desired, and can be completed within the established schedule. If practicable, the Contractor shall review the drawings at each phase of development, including Design and Construction phases.

b. Contractor Recommendations. Contractor shall specifically provide recommendations on construction feasibility, energy conservation, availability of materials and labor, time requirements for installation and construction, and factors related to cost, including costs of alternative designs of materials, preliminary budgets, and possible economies of scale. Contractor shall provide written reports, identifying by page and detail the issues to be discussed and resolved by the Project Team.

c. BIM Modeling: Contractor shall provide BIM modeling services during all phases of the design development and construction document development. Contractor shall work with the design team and their consultants, District personnel to evaluate and identify areas of conflict with the design.

d. Value Engineering. As part of the constructability review, Contractor shall identify areas where value engineering principles could be applied (including potential cost savings and the schedule impact of such savings), and identify items requiring a long lead-time before construction. Contractor shall assist the District in considering operating or maintenance costs with respect to selecting systems and products for the Project.

4. Design/Coordination Meetings. Contractor shall be responsible for facilitating all design/coordination meetings as needed. Such meetings shall include participation of design professionals and specialty subcontractors.

5. Schedule. Contractor shall develop a master critical path method ("CPM") project schedule for the Project that shall include all milestone dates for the Project, including submittal of Contractor's GMP proposal for each Project phase, completion of design development, submittal of all estimates contemplated by this Agreement, re-submission of the plans and specifications to DSA (if necessary), anticipated re-approval by DSA (if any), finalization of Lease-Leaseback Documents, construction sequencing and durations, preparation and processing of shop drawings and samples, delivery of materials or equipment requiring long-lead time procurements, phasing, and District move-in. Contractor's schedule shall be submitted to the District for approval at a date to be established by the parties. The District shall have the right to request reasonable changes and updates in the schedule. Contractor shall provide schedule updates with each estimate, or more often if reasonably requested by the District or if required in Contractor's judgment to communicate changes in market conditions.

6. Cost Estimates. Contractor shall provide an initial estimate of total Project cost, as well as necessary updates to that estimate. Contractor's initial estimate shall be due to the District within two weeks of completion of its review of the Construction Documents. Updated cost estimates shall be given in accordance with the approved CPM project schedule for the Project. Contractor shall also provide an updated estimate upon the submission of the Plans and Specifications to DSA and at any

other time required or reasonably necessary pursuant to this Agreement. Contractor's cost estimate shall identify all trades and unit costs and shall also identify all trades and unit costs and shall also identify allowances, contingencies, and allowable general condition costs and fees. If any cost estimate submitted to the District exceeds a previously approved estimate, the District and the Contractor shall work together to determine appropriate recommendations for reducing the estimated cost of the Project, including changes in scope, changes in materials, change in sequence, etc.. All estimates will be returned to the contractor with comments within 7 calendar days by the District.

7. Selection of Subcontractors. Contractor shall conduct a competitive process for the selection of subcontractors for construction of the Project. Contractor agrees that it will either solicit bids from subcontractors pursuant to the competitive bid procedures set forth in the Public Contract Code, or that it will utilize an informal bidding process established by the Contractor and approved in advance by District. Contractor shall make every reasonable effort to ensure that it receives at least three competitive bids from subcontractors for each trade component of the Project. Contractor shall inform all bidders for subcontracts that the District will not be a party to any contracts for construction services executed by the Contractor and selected bidders.

District reserves the right to oversee the bidding process, and in no case will the Contractor award any subcontracts until the District has concurred with the selection, scope, and price of the subcontracted services. Contractor shall submit a listing of proposed subcontractors with associated breakdown of bid values to the District for the District's review. In addition, at the District's request, Contractor shall provide the District with full documentation regarding the bids or competitive quotes received by the Contractor. In no event shall such documentation be redacted or obliterated.

Following District's concurrence with the selection, scope, and price of subcontracted services, Contractor shall not make any changes in same without District's express written approval of the proposed changes, which approval shall be in District's sole discretion. District may terminate this Agreement if Contractor does not comply with this provision.

8. RESERVED.

9. Construction Planning and Schedules. Contractor shall provide assistance to District in construction planning, including phasing, staging, sites logistics, sequencing, fencing, office locations and means and methods of construction. The objective of this step will be to develop an overall program strategy as relates to timing, budgets, construction materials, means and methods and the program interface during construction. The Contractor shall:

- (a) provide a preliminary evaluation of the District's schedule, cost and design requirements for the Project;
- (b) develop an anticipated construction schedule pursuant to paragraph 4 above;
- (c) develop a preliminary cost estimate for each type of work contemplated by the Project pursuant to paragraph 5 above;
- (d) clarify and delineate the Architect's, the Contractor's, and the District's respective duties and responsibilities; and

(e) set forth a plan for the administration and coordination of all work on the Project, including pre-construction meetings.

The Architect and District shall review the above for acceptance. Contractor will also ensure that all work complies with the guidelines established by the State of California Department of General Services and any other Federal or State agencies having jurisdiction over the Project.

10. Licensing and Approvals. Contractor shall assist District in obtaining all local and State licenses, permits, requirements, and approvals including, but not limited to, approval from the Division of the State Architect ("DSA"), approval from the Department of General Services, and the requirements of the California Environmental Quality Act.

11. Minutes. Contractor shall make a written record of all pre-construction meetings, conferences, discussions and decisions made between or among the Architect, District, District's agents or consultants, Contractor and Contractor's consultants during all pre-construction phases of the Project and concerning any material condition in the requirements, scope, performance, and sequence of the work.

12. Establishing GMP and Milestone Schedule. Contractor shall negotiate with District a GMP for the construction of the Project and a milestone schedule. Once completed, these shall be presented to the Governing Board for final approval and upon approval, shall be attached as **Exhibit D** to the Facilities Lease, and the related scope of work will be attached and incorporated herein as **Exhibit A**, with any related exclusions shall be concurrently finalized in a document attached as **Exhibit B**. The parties recognize that there may be multiple phases of work, and anticipate that **Exhibits A, B, and D** will be amended from time to time.

Pursuant to the duties identified above, Contractor acknowledges that it will investigate the site prior to finalization of the GMP, to the extent necessary to complete the Project and to prepare its Guaranteed Maximum Price. Contractor further acknowledges that prior to the finalization of the GMP it will perform value engineering and a constructability review of the Plans and Specifications as necessary to satisfy itself that said documents are adequate for the Project's construction. Contractor further acknowledges that prior to finalization of the GMP it will have satisfied itself that there are no errors or omissions in the Plans and Specifications that will adversely affect construction of the Project.

In light of the foregoing, Contractor shall cause the Project to be constructed within the GMP as shall be finalized and inserted as **Exhibit D**. Contractor agrees to cause the Project to be developed, constructed, and installed in accordance with the express provisions of the Contract Documents, including those things reasonably inferable from the Plans and Specifications as being within the scope of the Project and necessary to produce the stated result, within the GMP. Contractor will not seek additional compensation from the District.

13. Notice to Proceed or Contractor's Total Cost of Services for Phase I. Contingent on satisfactory completion of Phase I, including approval of the Plans and Specifications by the District and any necessary governmental agencies, and the establishment of a mutually agreeable GMP ("GMP"), District may deliver **Exhibit C**, Notice to Proceed to the Contractor (See **Exhibit C**, General Conditions, Document 00 55 00). The District shall not be responsible to Contractor for any claims or damages

resulting from District's failure to enter into Phase II. In the event the District and the Contractor elect not to proceed to Phase II of the Project, the Contractor will be paid only the Preconstruction Services Fee in accordance with the Pre-Construction Services Agreement, which shall constitute the sole financial obligation of District for Phase I services.

B. Phase II. Upon commencement of the Phase II, Contractor agrees to cause the Project to be constructed and installed in accordance with the Construction Provisions, which are attached hereto as **Exhibit C**. The Contractor agrees that it will cause the construction and installation of the Project to be diligently performed. The District and the Contractor may approve changes in the plans and specifications for the Project as provided in the Construction Provisions. The Contractor will cooperate at all times with the District in bringing about the timely completion of the Project. The definition and description of the Project contained herein may be amended by the District from time to time as provided in the Construction Provisions, Extra Work/Modifications.

~~C. Validation. Notwithstanding any provision in the Site Lease, Facilities Lease, or any other Contract Document with District, Contractor's actual construction work, and the work or calendar days allowed for completion, shall not commence until at least Thirty (30) days following the authorized vote of the Districts governing board to approve and enter into this agreement with Contractor. Nothing herein will prevent Contractor from performing preconstruction work prior to the expiration of the 30-day period.~~

~~In the event any proceeding is filed that contests, directly or indirectly, the validity of this Agreement, including any of the Contract Documents, whether pursuant to Code of Civil Procedure section 860, et. seq., or any other regulation, statute, ordinance, or law (hereinafter referred to as a "Reverse Validation Action"), Contractor's rights and obligations under this agreement and any of its part may be immediately be suspended and/or terminated for convenience, at District or Contractor's option. If either party elects to terminate for convenience, Contractor's compensation shall be in accordance with the Termination for Convenience provisions of the parties' agreement.~~

ARTICLE 3. CONTRACT DOCUMENTS. The Contractor and the District agree that this Agreement, all of the documents listed in Article 1.1.1 of the General Conditions attached as **Exhibit C** (the "General Conditions"), the Site Lease, and the Facilities Lease, together form the "Contract Documents," which form the "Contract."

ARTICLE 4. TIME TO COMPLETE AND LIQUIDATED DAMAGES.

A. Time is of the essence. Time is of the essence in this Contract, and the time of completion for this Project shall be as set forth in **Exhibit D** to be attached in this agreement upon finalization of the plans and specifications and guaranteed maximum price.

B. Liquidated Damages. Failure to complete the Project, or applicable phases of the Project, within the date(s) and in the manner provided for by the Contract Documents, shall subject the Contractor to liquidated damages of **\$2,000** for each calendar day by which completion of the Project, or applicable phases thereof, is delayed beyond the Date for Completion as may be adjusted by change orders, as further provided in **Exhibit C**, General Conditions.

ARTICLE 5. CHANGES. Changes in this Agreement or in the Work to be completed under this

Agreement shall be made as provided in **Exhibit C**, the General Conditions.

ARTICLE 6. TERM AND TERMINATION. The term of the Contract (the “Lease Term”) begins on the date shown on page 1 above and ends twelve months after the Project has reached Final Completion.

During the final twelve months, the District shall occupy and enjoy the Project during the term of the Facilities Lease. During the final twelve months, the District shall pay the Financed Amount to Contractor on the terms set forth in the Facilities Lease.

During the final twelve months, the Contractor shall provide a skilled and trained staff member to assist the District with the startup, warranty period, and training of faculty, staff and administrators for a minimum of 8 hours per week and any additional services that may be requested by the District during the 1 year period, similar to property management work performed under commercial leasing provisions. The skilled and trained staff member shall be approved by the District in advance and shall check in daily while on site with the District Project Planner, Manager and/or Project/Construction Manager. The skilled and trained member shall assist as necessary in the installation of owner furnished items, correction of warranty issues, scheduling of training or training of staff members on the operation and control of building systems. Payment for services shall be included in the Financed Amount to Contractor on the terms set forth in the Facilities Lease.

All of the covenants, representations and warranties set forth in the Contract, including indemnification obligations, that are intended to bind the Parties after the completion of the Project or termination of the Contract will survive such completion or termination for the periods provided for in the Contract or otherwise allowed by law.

The District or Contractor may terminate the Contract as provided in the General Conditions. The Site Lease and the Facilities Lease each shall automatically end at the same time as this Agreement, with the Parties’ respective leasehold interests thereunder automatically ended and released, and title to the Site and Project automatically and fully vested in the District.

ARTICLE 7. PREVAILING WAGES. The Project is a public work, the Work shall be performed as a public work, and under California Labor Code Section 1770 *et seq.*, and as provided in **Exhibit C**. As a public work, the Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. In order to be qualified to submit a bid or to be listed in a bid proposal subject to the requirements of Public Contract Code section 4104, or enter into, or engage in the performance of any contract of public work (as defined by Division 2, Part 7, Chapter 1 (§§1720 *et seq.*) of the Labor Code), a contractor or subcontractor must be currently registered and qualified under Labor Code section 1725.5 to perform public work as defined by Division 2, Part 7, Chapter 1 (§§1720 *et seq.*) of the Labor Code.

ARTICLE 8. WORKING HOURS. The work performed pursuant to this Agreement is subject to the California Labor Code Sections 1810 to 1815, as further provided in **Exhibit C**, General Conditions.

ARTICLE 9. APPRENTICES. The Contractor shall comply with California Labor Code Sections 1777.5 and 1777.6 regarding apprentices and as further provided in **Exhibit C**, General Conditions.

ARTICLE 10. RESERVED.

ARTICLE 11. DSA OVERSIGHT PROCESS. The Contractor must comply with the applicable requirements of the Division of State Architect (“DSA”) Construction Oversight Process (“DSA Oversight Process”), including but not limited to (a) notifying the Inspector of Record (“IOR”) upon commencement and completion of each aspect of the work as required under DSA Form 156; (b) coordinating the Work with the IOR’s inspection duties and requirements; (c) submitting verified reports under DSA Form 6-C; and (d) coordinating with the District, District’s Architect, any Construction Manager, any laboratories, and the IOR to meet the DSA Oversight Process requirements without delay or added costs to the Project.

Contractor shall be responsible for any additional DSA fees related to review of proposed changes to the DSA-approved construction documents, to the extent the proposed changes were caused by Contractor’s wrongful actions or omissions or suggested changes after the contract documents were approved by the DSA. If inspected work is found to be in non-compliance with the DSA approved construction documents or the DSA approved testing and inspection program, then it must be removed and corrected at the contractors expense. Any construction that covers unapproved or uninspected work is subject to removal and correction, at Contractor’s expense, in order to permit inspection and approval of the covered work in accordance with the DSA Oversight Process.

ARTICLE 12. RESERVED.

ARTICLE 13. RESERVED.

ARTICLE 14. RESERVED.

ARTICLE 15. INDEMNIFICATION, INSURANCE, AND BONDS. The Contractor will defend, indemnify and hold harmless the District, its governing board, officers, agents, trustees, employees and others as provided in the General Conditions.

By this statement the Contractor represents that it has secured the payment of Workers' Compensation in compliance with the provisions of the California Labor Code and during the performance of the work contemplated herein will continue so to comply with said provisions of said Code. The Contractor shall supply the District with certificates of insurance evidencing that Workers' Compensation Insurance is in effect and providing that the District will receive 30 days' notice of cancellation.

Contractor shall provide the insurance set forth in the General Conditions. The amount of general liability insurance shall be at least \$1,000,000 per occurrence for bodily injury, personal injury, and property damage, and the amount of automobile liability insurance shall be at least \$1,000,000 per accident for bodily injury and property damage combined single limit.

Contractor shall provide the bonds set forth in **Exhibit C**, the General Conditions, including performance and payment bonds.

ARTICLE 16. ENTIRE AGREEMENT. The Contract Documents identified in Article 3 constitute the entire agreement between the Parties, and supersedes any prior or contemporaneous agreement between the Parties, oral or written, unless such agreement is expressly incorporated herein. The District makes no representations or warranties, express or implied, not specified in the Contract. The Contract is intended as the complete and exclusive statement of the Parties’ agreement pursuant to California Code

of Civil Procedure section 1856.

ARTICLE 17. EXECUTION OF OTHER DOCUMENTS. The Parties to this Agreement shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of the Contract.

ARTICLE 18. EXECUTION IN COUNTERPARTS. This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, or an original, with all signatures appended together, shall be deemed a fully executed Agreement.

ARTICLE 19. BINDING EFFECT. Contractor, by execution of this Agreement, acknowledges that Contractor has read this Agreement and the other Contract Documents, understands them, and agrees to be bound by their terms and conditions. The Contract shall inure to the benefit of and shall be binding upon the Contractor and the District and their respective successors and assigns.

ARTICLE 20. SEVERABILITY. If a court of competent jurisdiction shall hold any provision of the Contract invalid or unenforceable, then such holding shall not invalidate or render unenforceable any other provision hereof. The laws of the State of California shall govern the Contract. Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the Superior Court of the State of California for the County of Tulare, subject to transfer of venue under applicable State law, provided that nothing in this Agreement shall constitute a waiver of immunity to suit by District.

ARTICLE 21. AMENDMENTS. The terms of the Contract shall not be waived, altered, modified, supplemented, or amended in any manner whatsoever except by written agreement signed by the Parties and approved or ratified by the District's Governing Board.

ARTICLE 22. ASSIGNMENT OF CONTRACT. The Contractor shall not assign or transfer by operation of law or otherwise any of its rights, burdens, duties or obligations without the prior written consent of the surety on the payment bond, the surety on the performance bond, and the written consent of the District.

ARTICLE 23. WRITTEN NOTICE. Written notice shall be deemed to have been duly served if delivered in person to the individual or member of the firm or to an officer of the Contractor for whom it was intended, or if delivered at or sent by registered or certified or overnight mail to the last business address known to the person who gives the notice.

ARTICLE 24. TERMS NOT DEFINED. Capitalized terms used in this Agreement that are not otherwise defined have the same meaning as in the General Conditions.

ARTICLE 25. PARTIES BOUND BY AGREEMENT. Each person signing this Agreement below warrants and guarantees that he or she is legally authorized to execute this Agreement on behalf of the listed Party and that such execution binds that Party to the terms and conditions of this Agreement.

CONTRACTOR:

DISTRICT:

**INSERT CONTRACTOR NAME,
a California corporation**

Chabot Las Positas Community College District

BY: _____

BY: _____

TITLE: _____

TITLE: _____

DRAFT

EXHIBIT A1 Lease-Leaseback Agreement – Scope of Work

Chabot-Las Positas Community College District

Science, Technology, Engineering, Arts and Math (STEAM)

Las Positas College

The Total Facilities Lease Amount is based on the plans, specifications, drawings, and design packages prepared by District's architects. The detailed Scope of Work as set forth in the plans, specifications, drawings, and design packages approved by the Division of State Architect as referenced in **EXHIBIT D** hereto and incorporated herein by this reference.

DRAFT

EXHIBIT B Lease-Leaseback Agreement – Exclusions

Chabot-Las Positas Community College District

Science, Technology, Engineering, Arts and Math (STEAM)

Las Positas College

The Parties hereby agree that the following items of work are not included in the Scope of Work for the Project:

[ANY EXCLUSIONS SHALL BE INSERTED CONCURRENTLY WITHIN EXHIBIT A AND EXHIBIT D]

DRAFT

EXHIBIT C – Lease-Leaseback Agreement – General Conditions

Chabot-Las Positas Community College District

Science, Technology, Engineering, Arts and Math (STEAM)

Las Positas College

DRAFT

EXHIBIT D- Lease-Leaseback Agreement – GMP and Project

Completion Schedule Chabot-Las Positas Community College

District

Science, Technology, Engineering, Arts and

Math (STEAM) Las Positas College

The Parties hereby agree that the following document is Contractor's calculation of the Total Facilities Lease, Amount including the construction contingency.

The Parties agree that the following document also includes the date of completion for each phase of construction, as applicable.

DRAFT

Exhibit 2
FEE AND WARRANTY PROPOSAL
FOR LEASE-LEASEBACK PROPOSAL

Name of Proposing Contractor: _____

Name of Project _____

Fee for Final and Total Construction Cost, expressed as a percentage (%): _____

Fee for Preconstruction Services, expressed as a percentage (%):

Warranty Period: _____ years

Warranty Restrictions (Set out below, or in an attachment to this Proposal): _____

The undersigned represents and warrants that it has examined the location of the proposed work and is familiar with the Plans, Specifications and other Contract Documents, and with local conditions at the place where the work is to be done and is satisfied with all conditions for the performance of the work.

Date

Name of Proposing Contractor

Signature

Printed Name and Title

EXHIBIT E

TABLE A– CLASSIFICATION OF PROJECT COSTS - Page 1 of 4 pages

The following table, Table A, indicates the appropriate category for construction phase costs and fees.

Project Jobsite Staff		Direct Cost of Work	Construction Phase Svcs	Overhead & Profit	Paid by Owner
1	Project Manager		X		
2	Project Superintendent		X		
3	Project Engineer		X		
4	Scheduling Engineer		X		
5	Field Engineer		X		
6	Drafting and Detailing		X		
7	As-Built drawings and specifications		X		
8	Field Accountant		X		
9	Time Keeper		X		
10	Secretarial		X		
11	Clerk/ Typist		X		
12	Independent Surveyor	X			
13	Job Assigned Safety &. E.E.O. Officer		X		
14	Job site safety and cost of safety per OCIP standards		X		
15	Periodic drug testing per OCIP standards - allowance	X			
16	Reasonable suspicion & post-accident drug testing per OCIP		X		
17	Jobsite Laborer and Runner		X		
18	Fringe Benefits for Job Site Staff		X		
19	Vacation Time for Job Site Staff		X		
20	Sick Leave for Job Site Staff		X		
21	Subsistence for Job Site Staff		X		
22	Bonuses for Job Site Staff			X	
Cost of the Work					
1	Wages of Construction Labor	X			
2	Labor Fringe Benefits and Burden	X			
3	Subcontract Costs	X			
4	Material	X			
5	Equipment	X			
6	Small Tools – Purchase			X	
7	Small Tools – Rental			X	
8	Warranty Work & Coordination			X	
9	Protection of installed work	X			
10	Corrective Work Damaged by Contractor or his subs. Unless covered by Insurance			X	
11	Corrective Work Non-Conforming with Specs			X	

TABLE A– CLASSIFICATION OF PROJECT COSTS - Page 2 of 4 pages

Job Site Temporary Facilities		Direct Cost of Work	Construction Phase Svcs	Overhead & Profit	Paid by Owner
1	Office Trailers (Including Inspectors)		X		
2	Storage Trailer & Tool Shed		X		
3	Office Furniture and Equip		X		
4	Copy machine and Printer		X		
5	Postage/UPS/FedEx		X		
6	Project Photographs		X		
7	Temporary Toilets		X		
8	Project Sign		X		
9	Scaffolding	X			
10	Temporary Fencing and Enclosures	X			
11	Covered Walkways	X			
12	Barricades	X			
13	Temporary Stairs	X			
14	Opening Protection	X			
15	Safety Railing & Nets	X			
16	Drinking Water/Cooler/Cup		X		
17	Safety/First Aid Supplies		X		
18	Fire Fighting Equipment		X		
19	Security Guards		X		
20	Watchman Service (Day or Night)		X		

General Requirements Temporary Utilities And Cleaning		Direct Cost of Work	Construction Phase Svcs	Overhead & Profit	Paid by Owner
1	Telephone Installation	X			
2	<u>Telephone Monthly Charges / Allowance</u>	X			
3	Electric Power Installation	X			
4	Electric Power Dist Wiring	X			
5	<u>Electric Power Monthly Charges / Allowance</u>	X			
6	Water Service – Installation	X			
7	Water Service - Monthly Costs / Allowance	X			
8	Heating & Cooling Costs		X		
9	Light Bulbs & Misc. Supplies		X		
10	Periodic Job Site Clean-Up	X			
11	Final Clean	X			
12	Dump Permits and Fees	X			
13	Trash Removal and Hauling	X			
14	Flagman and Traffic Control	X			
15	Dust Control	X			
16	SWPP Installation & Maintenance	X			
17	SWPPP Inspection				X
18	Temporary Road Construction	X			
19	Temporary Road Maintenance	X			
20	Trash Chute & Hopper	X			

TABLE A – CLASSIFICATION OF PROJECT COSTS *Page 3 of 4 pages*

Indirect and Miscellaneous Costs		Direct Cost of Work	Construction Phase Svcs	Overhead & Profit	Paid by Owner
1	Bond premium for LLB's bonds			X	
2	Insurance premium for LLB, GL and WC. See General Conditions				X
3	Other insurance premium for LLB ie. auto, E&O.			X	
4	Bond premium for trade contractor's bonds	X			
5	Insurance premium for trade contractor – GL and WC. See General Conditions				X
6	Insurance premium for trade contractors, i.e. Auto	X			
7	Insurance premium for trade contractors – See General Conditions	X			
8	Premium for Builders Risk Insurance				X
9	Insurance deductible by Contractor or trade contractor			X	
10	Printing plans and specifications		X		
11	Initial Soils Investigation				X
12	Testing and Inspection				X
13	Maintenance after occupancy				X
14	Facility operator training by Contractor or trade contractor	X			
15	Fees- Plan Check				X
16	Fees- Building Permit				X
17	Fees- Sidewalk Permit				X
18	Fees- Water Connection Permit				X
19	Fees- Water Meter				X
20	Fees- Sanitary Sewer				X
21	Fees- Storm Drain				X
22	Fees- Gas Service				X
23	Fees- Power Service				X
24	Fees- Curb & Gutter permit				X
25	Fees- Sign				X
26	Elevator Inspection and Permits	X			
27	Fees, assessments, licenses, inspections required for Construction		X		
28	Business Licenses and Fees			X	

TABLE A– CLASSIFICATION OF PROJECT COSTS - Page 4 of 4 pages

	Hoisting	Direct Cost of Work	Construction Phase Svcs	Overhead & Profit	Paid by Owner
1	Hoist & Tower Rental	X			
2	Hoist Landing & Fronts	X			
3	Hoist Operator	X			
4	Hoist Material Skips/ Hoppers	X			
5	Erect & Dismantle Cranes and Hoists	X			
6	Crane Rental	X			
7	Crane Operators	X			
8	Crane Raising/ Jumping Costs	X			
9	Temporary Elevator Rental	X			
10	Elevator Operation Costs	X			
11	Cage Rider at Elevator	X			
12	Forklift Rental	X			
13	Forklift Operator	X			
14	Safety Inspections		X		
15	Fuel, Repairs, Maintenance, Service	X			
	Main Office				
1	Corporate Executives			X	
2	Principal in Charge			X	
3	Operation Manager			X	
4	Project Executive			X	
5	Estimating			X	
6	Value Engineering			X	
7	Scheduling			X	
8	Drafting and Detailing			X	
9	Purchasing & Writing Contracts			X	
10	Accounting & Bookkeeping			X	
11	Safety & E.E.O Officer			X	
12	Secretarial			X	
13	Clerk/Typist			X	
14	Computer/Data Processing			X	
15	Legal - General and Pertaining to Project			X	
16	Travel & Subsistence			X	
17	Fringe Benefits & Burden			X	
18	Vacation Time/Main Office			X	
19	Bonuses/Main Office			X	

Proposals for Lease Leaseback Contractor With Guaranteed Maximum Price