

EXHIBIT “A”

Santa Monica-Malibu Unified School District
2828 4th Street, Santa Monica, CA 90405
December 14, 2018

**REQUEST FOR SEALED PROPOSALS
FOR PRELIMINARY AND CONSTRUCTION SERVICES (LEASE LEASEBACK)
FOR
SAMOHI DISCOVERY BUILDING PROJECT**

The Santa Monica-Malibu Unified School District (“**District**”) is requesting sealed proposals to construct the following project (“**Proposal(s)**”):

SAMOHI DISCOVERY BUILDING PROJECT (“Project,” as further described in **Attachment No. 1**).

- Estimated Project Cost: \$110,000,000 - \$120,000,000
- Estimated Financed Amount: \$5,500,000 - \$6,000,000
- Estimated Contract Time: 28 months, which includes approximately 4 months of Preliminary Services

Your firm was one of the firms that responded to the District’s Request to Prequalify and for Statement of Qualifications for Preliminary and Construction Services (Lease-Leaseback), dated October 26, 2018 (“**Firm**” or “**Contractor**”). As indicated in the Request to Prequalify and for Statement of Qualifications (“**RFQ**”), the District intends to award this Project utilizing the lease-leaseback delivery method (Education Code sections 17406, et. seq.).

- **Proposals.** Please submit your Proposal by the date indicated in the RFP Schedule with one (1) original and five (5) copies of requested materials as well as one (1) digital copy on a thumb drive to: Sheere Bishop – Director of Procurement and Contract Management - Consultant, Facility Improvement Projects Office, Santa Monica-Malibu Unified School District, 2828 4th Street, Santa Monica, CA 90405. The District reserves the right to waive any immaterial irregularities or informalities in any Proposal or in this RFP process.

Questions. Questions regarding this RFP must be in writing and directed only to Sheere Bishop at smbishop@smmusd.org. Subject line of email to reference “RFP SAMOHI Discovery Building Question”. Contractors are directed to not contact any other person regarding this RFP.

RFP Questions/Addenda. If the District issues addenda to this RFP, Contractors are solely responsible for and must acknowledge receipt of addenda in the Contractor’s Proposal. Responses to the questions received, along with any addenda to this RFP, will be posted to the projects public planroom with ARC Southern California www.crplanwell.com. It is the sole responsibility of each proposing firm to access the addenda and any responses to questions from the FIP website. If you are unable to access the FIP website, please contact Sheere Bishop at the email address listed above. Failure to acknowledge and respond to any addenda issued by the District may, in the District’s sole discretion, render the Contractor’s Proposal to be deemed non-responsive and may be rejected.

RFP Schedule. The District has set the following RFP Schedule that all Contractors must adhere to. The District reserves the right to modify this RFP Schedule and will issue an addendum if it modifies this RFP Schedule.

Event / Occurrence	Date / Deadline
District Issues RFP	12/14/18
Deadline for Contractors to submit questions regarding this RFP	12/18/18 no later than

	3:00 P.M.
District to respond to Contractors' questions regarding this RFP	12/20/18
Deadline for Contractors to submit Proposal	1/15/19 no later than 3:00 P.M.
Planned District Board approval of successful Contractor	2/7/19

This RFP is not a formal request for bids or an offer by the District to contract with any party responding to this RFP. The District reserves the right to reject any and all Proposals. The District also reserves the right to amend this RFP as necessary. All Proposals and attachments submitted to the District in response to this RFP shall remain property of the District.

1. Contents of Proposal.

- 1.1. Preliminary Services:** State what Firm will charge to provide the Preliminary Services as identified in **Attachment No. 2** to this RFP for specific sums for identified tasks. Provide a total charge for the Preliminary Services based on anticipated hours of work, etc.

Total of Contractor's Charges for Preliminary Services (must be the sum of the following categories of Preliminary Services)	\$ _____
General Services – 1.1	\$ _____
Review of Design Documents – 1.2.1.1 – 1.2.1.2	\$ _____
Value Engineering – 1.2.1.3	\$ _____
Constructability Review – 1.2.1.4	\$ _____
Confirm Modifications to Design Drawings – 1.2.2	\$ _____
Review of Budget for Project Costs - 1.3	\$ _____
Construction Schedule and Phasing Plan – 1.4	\$ _____
Construction Planning and Bidding – 1.5	\$ _____
Temporary Shoring – 1.6	\$ _____
Field Offices – 1.7	\$ _____

- 1.2. General Conditions:** Provide as a **full Project lump sum amount**, Firm's total proposed charge for its General Conditions in its performance of the Work of the Project. Upon District request, Contractor shall provide the fully detailed and itemized list describing all elements of the proposed General Conditions. Do **not** list the General Conditions as a percentage of Project costs.

Total of Contractor's General Conditions in its performance of the Work.	\$ _____
---	----------

- 1.3. Other Construction Charges:** Utilizing the following table, provide the Firm's charges for the following items.

Overhead (as a percentage of hard construction costs of \$90,000,000).	_____ %
Fee / profit (as a percentage of hard construction costs of \$90,000,000).	_____ %
Insurance cost not included in District's OCIP (as a percentage of hard construction costs of \$90,000,000).	_____ %
Bond cost (as a percentage of hard construction costs of \$90,000,000).	_____ %
Mark-up on Subcontractor work	_____ %

- 1.4. Amount of Interest on Lease Payments:** Provide as a **numeric amount (not as a percentage)**, Firm's proposed amount of interest for the Lease Payments.

Amount of Interest on Lease Payments.	\$ _____
--	----------

- 1.5. Proposed Personnel/Contractor Team.** Your SOQ included key personnel and other members of your team. Please state specifically the resumes of key personnel who would be performing Services for the District for this specific Project. Specifically, define the role of each person and outline his or her individual experience and responsibilities. Indicate personnel who will serve as primary contact(s) for the District. Provide the resumes of key personnel for each of the listed Subcontractors in your Proposal. Define the role of each person and outline his or her individual experience and responsibilities for the designated work.
- 1.6. Preliminary Construction Schedule.** Firms are to submit as part of this RFP a Preliminary Construction Schedule, accompanied by a written narrative describing their approach to sequencing and completing the Project. Firms shall utilize Exhibit K – Special Construction Provisions to build the Preliminary Construction Schedule by incorporating all of the Milestones, restrictions and dates provided therein.
- 1.7. Additional Data.** Provide additional information about the Contractor as it may relate to Contractor's Proposal.

2. District's Evaluation

- 2.1.** The Contractor will be selected based on the "best value" as determined by the District based on the following factors.

Proposed Preliminary Services Charges 1.1	Firm's amount provided is competitive and within the District's past experience for charges for Preliminary Services	50
Proposed General Conditions Charges 1.2	Firm's amount provided is competitive and within the District's past experience for charges for General Conditions	50
Proposed Fee / Overhead and Profit 1.3	Firm's amount provided is competitive and within the District's past experience for charges for Fee / Overhead and Profit	50
Proposed Bond and Insurance Charges 1.3	Firm's amount provided is competitive and within the District's past experience for charges for Bonds and Insurance	25
Proposed Mark-up on Subcontractor work 1.3	Firm's amount provided is competitive and within the District's past experience for charges for Mark-up on Subcontractor work	50
Proposed Amount of Interest on Lease Payments	Firm's amount is competitive and within the District's past experience for interest on Lease Payments	10

1.4		
Staff / Personnel / Subconsultants	Firm's team members, especially team leaders, demonstrate applicable experience and expertise to perform the Preliminary Services and General Conditions / Construction.	70
1.5		
Preliminary Construction Schedule	Firm demonstrates knowledge of and proficiency with scheduling Project milestones, work restrictions and timelines.	40
1.6		
Additional Data	Strength of additional information provided by Firm.	10
1.7		
	Total Score MAXIMUM POINTS	355

- 2.2.** Once the Proposals have been reviewed, the District shall evaluate the qualifications of the proposers and shall assign a best value score to each proposal. Once the evaluation is complete, the District will rank all responsive proposals from the highest best value to the lowest best value to the District.
- 2.3.** If the District is unable to successfully negotiate a satisfactory agreement with terms and conditions the District determines to be fair and reasonable, the District may then commence negotiations with the next Contractor that it believes offers the next best value, in sequence, until an agreement is reached or determination is made to reject all submittals.
- 2.4.** Final selection of a Contractor shall be at the sole discretion of the District's Board after recommendation from District staff.
- 2.5.** If a commitment is made, it will be to the most qualified respondent with whom the District is able to successfully negotiate the terms and conditions of the required Agreement, in the form and content attached hereto as **Attachment 3**.
- 3.** **Contractor's Subcontractors.** As was indicated in the RFQ, the successful Contractor shall work with the District on Contractor's selection of subcontractors for the Project in compliance with the requirements set forth in Education Code section 17406. In selecting subcontractors, Contractor shall comply with the provisions of Public Contract Code section 20111.6 which requires prequalification of certain mechanical, electrical, and plumbing contractors as set forth therein. The list of the District's prequalified contractors can be found on the SMMUSD FIP website at <http://fip.smmusd.org/contractors.html>.

Attachment No. 1

SAMOHI DISCOVERY BUILDING PROJECT DESCRIPTION

PROJECT DESCRIPTION:

The Project consists of site grading, construction of a new building, construction of a pool, and landscape and hardscape constituting approximately 265,000 square feet of improvements. The construction will include subterranean parking, surface parking, road construction, various utilities, a distribution center, approximately 28 classrooms, an aquatic center including a 50-meter pool, rooftop solar, rooftop learning areas, commissary kitchen, cafeteria, special education suites, computer labs, commons, administrative spaces, various appurtenant spaces, and exterior improvements.

Construction is scheduled to begin in early 2019.

Attachment No. 2

PRELIMINARY SERVICES

TERMS AND CONDITIONS FOR PRELIMINARY SERVICES

1. **Scope of Contractor's Preliminary Services.** Contractor agrees to perform the services described herein and as may be agreed to by the Parties by written Amendment. Contractor shall perform management and coordination services, plan and specification constructability reviews, value-engineering reviews and recommendations and other reviews as necessary to verify that the drawings and specifications are clear and reasonably accurate to minimize the need for changes during the construction phase of the Project, including but not limited to the following described services ("Preliminary Services"). The Preliminary Services also include Contractor's preparation of shop drawings and other submittals as may be required by the District depicting the temporary shoring required to construct the below grade parking structure for the Project and construction and installation of the shoring and bulk earthworks prior to the commencement of construction.
 - 1.1. **General Services.**
 - 1.1.1. Contractor shall attend regular meetings during Project development between the Architect, the District, District site personnel, and any other applicable consultants to the District as required to discuss the Project, including budget, scope and schedule.
 - 1.1.2. Contractor shall assist Architect with the making of a written record of all Project development meetings, conferences, discussions and decisions made between or among the District, Architect and Contractor.
 - 1.1.3. Contractor shall assist the Architect with making formal presentations to the governing Board of District concerning Project development issues.
 - 1.1.4. Contractor shall prepare and update the preliminary Project schedule.
 - 1.1.5. Contractor shall prepare and update the components of the Guaranteed Project Cost and shall be primarily in control of ensuring that the Project can and is constructed for no more than that amount.
 - 1.1.6. Contractor shall provide review and comment upon geotechnical / soils investigation and reports generated for the Project.
 - 1.1.7. Contractor shall provide review and comment upon survey of the Project site, including all known and planned utilities.
 - 1.1.8. Contractor shall provide review and comment upon any environmental impact report ("EIR") or other required California Environmental Quality Act ("CEQA") documents for the Project with District's CEQA consultant.
 - 1.2. **Review of Design Documents.**
 - 1.2.1. Contractor shall review Project design and budget with the District and the Architect.

1.2.1.1. Contractor shall provide recommendations on site use and improvements, selection of materials, building systems and equipment and methods of Project delivery.

1.2.1.2. Contractor shall provide recommendations on relative feasibility of construction methods, availability of materials and labor, time requirements for procurement, installation and construction of the Project and subparts thereof if requested, and factors relating to cost including, but not limited to, construction costs of alternate designs of materials, preliminary budgets and possible economics that could be achieved through alternate methods or substitutions.

1.2.1.3. **Value-engineering.** Contractor shall prepare a value-engineering report for District review and approval that:

1.2.1.3.1. Details areas of cost saving (e.g. construction processes/procedures, specified materials and equipment, and equipment or other aspects of the design documents that can be modified to reduce costs and/or the time for achieving substantial completion of the Project and/or to extend life-cycle and/or to reduce maintenance/operations costs, without diminution in the quality of materials/equipment/workmanship, scope or intended purposes of the Project);

1.2.1.3.2. Provides detailed estimate for proposed value-engineering items;

1.2.1.3.3. Defines methodology or approaches that maximize value; and

1.2.1.3.4. Identifies design choices that can be more economically delivered.

1.2.1.4. **Constructability Review.** Contractor shall prepare a detailed interdisciplinary constructability review within thirty (30) days of receipt of the plans and specifications from the District that:

1.2.1.4.1. Ensures construction documents are well coordinated and reviewed for errors;

1.2.1.4.2. Identifies to the extent known, construction deficiencies and areas of concern;

1.2.1.4.3. Back-checks design drawings and specifications for inclusion of modifications;

1.2.1.4.4. Provides the District with written confirmation that:

1.2.1.4.4.1. Requirements noted in the design documents prepared for the Project are consistent with and conform to the District's Project requirements and design standards; and

1.2.1.4.4.2. Various components have been coordinated and are consistent with each other so as to minimize conflicts within or between components of the design documents.

1.2.2. **Confirm Modifications to Design Drawings.** If the District accepts Contractor's comments, including the value-engineering and/or constructability review comments, Contractor shall review the design documents to confirm that those comments are properly incorporated into the final design documents.

1.3. **Budget of Project Costs.** Contractor shall update and refine the Project Budget based on the most

recent set of design documents. Contractor shall also advise the District and the Architect if it appears that the total construction costs may exceed the Project Budget established by the District and shall make recommendations for corrective action. Contractor will further provide input to the District and Architect relative to value of construction, means and methods for construction, duration of construction of various building methods and constructability.

1.4. Construction Schedule and Phasing Plan.

Contractor shall prepare a fully cost-loaded, resource loaded construction schedule for the Project detailing the phasing and construction activities.

1.5. Construction Planning and Bidding.

- 1.5.1. Contractor shall hold a workshop for subcontractors to generate interest in the Project and shall compile a list of prospective subcontractors, with references. Contractor shall work with the District and Construction Manager to vet all subcontractors before accepting their proposals for any sections of work.
- 1.5.2. Contractor shall prepare and distribute specifications and drawings provided by District to facilitate bidding to Contractor's subcontractors.
- 1.5.3. Contractor shall review the drawings and specifications to eliminate areas of conflict and overlapping in the work to be performed by various subcontractors, and with a view to being able to accurately compare subcontractor pricing and eliminating change order requests by the Architect or subcontractors.
- 1.5.4. Contractor shall conduct pre-bid conferences. Contractor shall coordinate with District and the Architect in responding to subcontractor questions or providing clarification to all subcontractors.
- 1.5.5. Contractor shall prepare appropriate subcontractor bid packages within four (4) weeks of Notice to Proceed.
- 1.5.6. Contractor shall complete the buy-out of all the subcontract work within fifteen (15) weeks of the Notice to Proceed, and using the General Construction Provisions markups provided to the District through the RFQ/P or as negotiated with the District, produce the Guaranteed Maximum Price ("GMP") for the Project.
- 1.5.7. Contractor shall include values of scopes of work subdivided into component parts in sufficient detail to serve as the basis for tenant improvement payments during construction. This GMP shall include, at a minimum, the following information divided into at least the following categories:
 - 1.5.7.1. Overhead and profit (as provided in the RFQ/P or as negotiated with the District);
 - 1.5.7.2. Supervision (as provided in the RFQ/P or as negotiated with the District);
 - 1.5.7.3. General conditions (as provided in the RFQ/P or as negotiated with the District);
 - 1.5.7.4. Layout & mobilization (not to exceed 1%);
 - 1.5.7.5. Submittals, samples, shop drawings (not to exceed 3%);
 - 1.5.7.6. Bonds and insurance (as provided in the RFQ/P, not to exceed 2%);

- 1.5.7.7. Close-out documentation (not to exceed 3%);
- 1.5.7.8. Shoring and bulk earthworks;
- 1.5.7.9. Construction of the building broken down into its component parts; and
- 1.5.7.10. Punchlist and Project acceptance.

Contractor shall indicate its willingness and ability to enter into the Contract Documents to construct the Project for at or below that Guaranteed Project Cost, excluding unforeseen conditions or District requested changes. This commitment will be a component of the Contract Documents.

1.6. Temporary Shoring.

- 1.6.1. Contractor, using the services of a licensed structural engineer, shall prepare and deliver to the Architect shop drawings and other submittals as may be required depicting the temporary shoring required to construct the below grade parking structure for the Project.
- 1.6.2. Upon the Architect's acceptance of the shop drawings and submittals for the temporary shoring, Contractor shall construct and install the shoring and complete all bulk earthworks to finished floor level B-2 (-28' 0") for the entire footprint of the building, generally described as gridline 1-10 to gridline A-F, and the removal of the four (4) trees within that footprint, prior to the commencement of construction in accordance with a schedule as approved by the District.

1.7. Field Offices.

- 1.7.1. Contractor shall provide the following field offices for the sole use of District staff and consultants: Provide a total of (3) wheel mounted office trailers in good condition, nominal box size 12 X 60 feet. Trailer shall display California Commercial Coach Insignia as evidence of meeting or exceeding minimum Construction and Fire Safety requirements of Title 25, California Code of Regulations (CCR), Chapter 3, Sub Chapter 2, Article 3. Provide weather-tight field office trailers each with lighting, electrical outlets, communication capabilities, HVAC, plan table, and plan storage.
- 1.7.2. A total of (3) Trailers will be required: (1) Trailer to be utilized as a conference room and plan room; (2) Trailers arranged double-wide to be utilized as required office spaces for District Staff.
- 1.7.3. In each trailer, provide separate lockable private office, minimum 120 sq. ft., furnished with desk, ergonomic chair, white marker board, and high speed internet access.
- 1.7.4. Contractor shall complete installation of all District Office Spaces, (District Office Spaces shall be defined to mean the total of all (3) trailers as noted in item 1.7.2) including but not limited to all utilities, furnishings, restrooms and accommodations noted in the contract documents Exhibit C - Specification 01 51 00 no later than March 1, 2019.
- 1.7.5. The Contractor shall ensure that the District Office Spaces and temporary facilities are fully operational, functional and available for occupancy by March 1, 2019.
- 1.7.6. District Office Spaces all (3) Trailers: Maintain facility of all (3) trailers until Substantial Completion of entire project. Remove within 1 week of Substantial Completion.
- 1.7.7. General Requirements:
 - 1.7.7.1 Seismic, wind and snow load design requirements shall meet most stringent criteria for project location during Contract period. Design load criteria shall be posted within unit per Section 4360.1 of referenced CCR.
 - 1.7.7.2 Combine all (3) trailers into a triple-wide configuration with partitions to provide a total of six private offices, two internal restrooms facilities including in the triple-wide configuration, and an open meeting space to contain plan tables and a conference table with seating for ten individuals for job progress meetings. Provide

- restroom supplies and bi-weekly cleaning service for trailer for duration of Contract. Cleaning service must include removal and disposal of rubbish from trailer.
- 1.7.7.3 Provide heating and air conditioning unit mounted on end of trailer; of sufficient function, capacity and ductwork for equal distribution of air conditioning to all rooms. Roof mounted units are not acceptable.
- 1.7.7.4 Install trailer as directed by District and in accordance with above referenced 25 CCR 3.2.3. Jack up trailer and level both ways; mount on concrete piers (with load off wheels). Furnish and install required tie down accessories per Section 4368 of referenced 25 CCR 3.2.3.
- 1.7.7.5 Provide two exterior doors with security hardware, with steps and entry platform at each exterior door as required. Include ADA ramp at (1) entrance. Include provisions for (2) exterior security flood lights for installation at the District's trailer.
- a. Exterior Lighting: Furnish and install Surface Mounted 35-watt, high pressure sodium (HPS) weatherproof; switched by photo-electric control; mounted over or alongside of exterior doors and stairways, Lighting in deck area must be a minimum 20 foot-candles at deck.
- b. Parking Area Lighting: Building-mounted HID photo-electric controlled fixtures.
- c. Lighting in the Parking Area: Minimum 2 foot-candles at paved surface adjacent to trailer entrances.
- 1.7.7.6 Windows, doors and vents shall be provided with insect and security screens; maintain in good condition during Contract.
- 1.7.7.7 Make arrangements for temporary power, high speed internet data service, water, and sewer service and pay for these services for the duration of Contract. Contractor shall provide data network and WIFI for the District's personnel within all (3) of the District's jobsite trailers.
- 1.7.7.8 Provide furnishings and equipment in good condition, or built-in equivalents, as follows inclusive for all (3) District office trailers. Contractor shall include provisions for all supplies for the consumables noted below through the construction duration:
- a. 6 ea. steel desk, 34" X 60", locking, double-pedestal, 3 drawers on one pedestal and one drawer and one file drawer on other pedestal. Laminated plastic top.
- b. 6 ea. swivel chair, steel, with arms.
- c. 6 ea. file cabinet, steel, locking, legal size.
- d. 1 ea. hot and cold drinking water dispenser and bottled water service.
- e. 1 ea. Coffee Machine Keurig
- f. 1 ea. conference table, steel, with laminated plastic top.
- g. 10 ea. folding chairs, steel frame with padded seat and back.
- h. 6 ea. steel sidearm chairs to match conference table.
- i. 2 ea. plan table, 38" X 60" prox., adjustable, wood or steel with drawers.
- j. 4 ea. drafting stool, steel, adjustable with casters.
- k. 1 ea. coat rack.
- l. 1 ea. first aid station; contractor to re-fill as required for duration of project
- m. 3 ea. wall mounted fire extinguishers
- n. 4 ea. hanging plan rack with a total 40 plan rack sticks
- o. 6 ea. 6' x 4' white board.
- p. 1 ea. 25.0 cubic foot refrigerator or equal.
- q. 2 ea. 1.2 cubic foot, 1200 watt countertop microwave with carousel or equal.
- r. 1 ea. new commercial office Color copier/scanner/printer, copier supplies, paper, and service during Contract. Contractor to provide toner, copy services and paper for duration of the contract. Network copier/printer/scanner machine equal to or better than Cannon Imagerunner 3570 and must handle letter-size, legal-size and 11x17 documents.

- r. 6 ea. plastic office size waste baskets
- s. Minimum six telephones, one for each office and workstation, and one for the conference room table. Each telephone must be fitted with speakerphone and two-line capability.

1.7.7.9. Trailer office, furnishings, and equipment shall remain property of Contractor; remove from site upon completion of Contract.

1.7.2 District Equipment Supplies: The Contractor shall supply all paper, toner, film, cartridge, and all other supplies needed for operation of all of the equipment supplied under the Contract Documents.

1.7.3 Contractor's Field Office: Contractor may provide field office facilities for Contractor's use as desired. Contractor's field office shall be neat and in "like new" condition and expenses therefor shall be paid by Contractor.

1.7.4 Telephone Service: The Contractor will provide and pay for telephone service for the District and its own use.

1.8. General Construction Provisions. In addition to these Terms and Conditions, the Temporary Shoring and services described in Sections 1.6 and 1.7 herein shall be performed and provided in accordance with the General Construction Provisions and applicable plans and specifications.

2. Limited Authority. The duties, responsibilities and limitations of authority of Contractor shall not be restricted, modified or extended without written agreement between the District and Contractor.

3. District's Responsibilities. The District has and shall continue to provide to Contractor information regarding requirements for the Project, including information regarding the District's objectives, schedule, constraints and criteria.

4. Termination.

4.1. Termination by District. The services described in this Exhibit may be terminated at any time without cause by District upon fourteen (14) days written notice to Contractor. In the event of such a termination by District, the District shall pay Contractor for all undisputed services performed and expenses incurred per this Exhibit as of the date of termination, supported by documentary evidence, including, but not limited to, payroll records, invoices from third parties retained by Contractor pursuant to this Exhibit, and expense reports up until the date of notice of termination plus any sums due Contractor for Board-approved extra services. In ascertaining the services actually rendered hereunder up to the date of termination, consideration shall be given to both completed work and work in process that would best serve the District if a completed product was presented, as determined by the District. Under no circumstances shall Contractor be paid for profit on unperformed services.

4.2. Ownership of Records. It is mutually agreed that all materials prepared by Contractor under this Exhibit shall become the property of the District and Contractor shall have no property right therein whatsoever. Contractor hereby assigns to District any copyrights associated with the materials prepared pursuant to this Exhibit. Immediately upon termination and upon written request, the District shall be entitled to, and Contractor shall deliver to the Contractor, all data, drawings, specifications, reports, estimates, summaries and such other materials and commissions as may have been prepared or accumulated to date by the District in performing this Exhibit (the "Termination Material") which is not Contractor privileged information, as defined by law, or Contractor's personnel information, whether such

Termination Material is in draft or final form.

5. **Compensation to Contractor**

District shall pay for the Contractor's performance of the preliminary services pursuant to the payment provisions indicated in **Exhibit C** to the Facilities Lease.

6. **Schedule of Preliminary Services**

The Contractor shall perform the Preliminary Services pursuant to the schedule as approved by the District.

Attachment No. 3

LEASE LEASEBACK AGREEMENT