

City of Frankfort, Indiana  
Request for Proposals and Qualifications  
To Build, Operate and Maintain the  
City Police Station and Aquatic Center  
Through a Public-Private Partnership Agreement  
Issued: September 13, 2021  
PSOQ Due Date: October 15, 2021

# 1 Executive Summary/Introduction

## 1.1 Overview of the Opportunity

The City of Frankfort, Indiana (the "City"), in accordance with the provisions of Indiana Code 5-23 et seq. (the "Act") is pleased to present this Request for Proposal and Qualifications ("RFPQ") to prospective entities or groups of entities ("the Offerors") interested in submitting proposals and statements of qualifications ("PSOQs") to develop, build, operate and maintain the new City Police Station and Aquatic Center Project ("the Project") pursuant to a public-private partnership agreement ("PPA") with a selected Developer ("Developer").

Sealed Proposals in response to the City's RFPQ shall be received by the Owner at the office of the City Clerk in City Hall, 301 E. Clinton Street, Frankfort, Indiana 46041, until 4:00 p.m., local time, on October 15, 2021. Any PSOQ received after the designated time will be returned unopened.

The PSOQ should be clearly marked "RFPQ City Police Station and Aquatic Center" on the outside of the envelope.

Provide two (2) hard copies of your proposal and 8 copies on portable USB drives. Any confidential information included in the PSOQ shall be labeled "CONFIDENTIAL" and shall be submitted on a separate drive, also labeled "CONFIDENTIAL".

Throughout the term of the PPA, the City will own the land and will grant the Developer a construction easement for the purpose of constructing the Project. The City will work with the Developer to identify suitable locations for a construction office, construction staging, and parking during construction.

The City of Frankfort has engaged KJG Architecture, Incorporated ("KJG") to design the new Police Station portion of the Project ("Police Station") to be situated on a 7.71 acres parcel of real estate now owned by the City of Frankfort, which parcel is undeveloped. The City has engaged HWC Engineering, Inc. ("HWC") to design the new Aquatic Center portion of the Project ("Aquatic Center") to be situated on a 2.2630 acres parcel of real estate now owned by the City of Frankfort. Plans and specifications for both the Police Station and the Aquatic Center have been completed but may be modified as a result of proposals suggested by the Offerors. Due to the time and cost invested by City to date in the preparation of the plans and specifications for the Project and due to KJG's and HWC's significant experience in designing projects for the City, it is expected that the Offerors will engage KJG and HWC to perform remaining architectural services. Each Offeror will be responsible for individually negotiating the terms of its engagement with KJG and HWC, as no assignable agreement will be provided by the City. All services performed by KJG and HWC through the letting and publication of this RFPQ will be paid for by City pursuant to its contracts with KJG and HWC.

Any other professional services and consultants required to build, operate, and maintain a project of this magnitude, including, but not limited to civil, structural, and MEPT engineering, AV/IT, security, procurement, etc., shall be selected and engaged by the Offeror.

## 1.2 Project Description

The Project involves the development, construction, procurement of FFE (furniture, fixtures, and equipment), operation, and maintenance of a new single story police station with parking; and a new aquatic center comprising swim areas, slide areas and a lazy river, with parking.

The Police Station portion of the Project consists of construction and operation of a new police station facility including the following:

- Clearing and site preparation at the City's 7.71 acres undeveloped site on the north side of State Road 28 West.
- Construction of a one-story police station building measuring approximately 24,400 square feet including a lecture room, administration, investigation and patrol offices, and an exercise room with locker and shower facilities.
- A crime lab with evidence processing and storage areas to be located in proximity to three (3) apparatus bays for fleet operations and maintenance, including a work bay, car lift and vehicle evidence bays.
- A fully automatic fire sprinkler system and a natural gas generator.
- Paved and lined lighted parking area and all necessary utility and site improvements to support the facility.

The Aquatic Center portion of the Project consists of construction and operation of a new aquatic center including the following:

- Demolition of existing pool and mechanical building and removal and disposal of all debris.
- Renovation of existing bathhouse and restrooms.
- Construction of a new beach entry pool and swim areas, lazy river, waterslide structure, concessions and mechanical buildings, site improvements with necessary utilities.
- Six alternates have been identified including an asphalt parking lot, two additional water slides, lazy river island bridge and dumping baskets, and four lane lap pool.

Site development includes any and all site development required for the development of this Project, including but not limited to on-site new utilities and reconfiguration of existing utilities, hardscape/landscape, road and traffic control improvements (on and adjacent to the site), parking modifications, overall site security upgrades, and utility improvements from the property boundary to support the Project.

Copies of the current plans and specifications and geotesting results for the Police Station portion of the Project are available as follows: Printed documents may be obtained by contacting Blueprint Specialists at 1500 Union Street, Lafayette, Indiana 47904 or by calling (765) 742-6976. Those who are getting plans will pay all costs charged by Blueprint Specialists. Online documents may be obtained by contacting KJG Architecture, Inc., 527 Sagamore Parkway, West Lafayette, Indiana 47906 or by emailing: Tammy Poindexter at [tammyp@kjgarchitecture.com](mailto:tammyp@kjgarchitecture.com). All documents will be sent as PDFs only.

Copies of the current plans and specifications and geotesting results for the Aquatic Center portion of the Project may be viewed at [www.hwcplanroom.com](http://www.hwcplanroom.com). A complete printed set of the current plans and specifications for the Aquatic Center may be ordered at [www.hwcplanroom.com](http://www.hwcplanroom.com) at printing cost to the bidder plus shipping fees. Printed documents will be shipped from Rapid Reproductions, 129 S 11<sup>th</sup> Street, Terre Haute, Indiana 47807, phone 812-238-1681.

### 1.3 Project Sites

The site for the Aquatic Center portion of the Project is located on a 2.2630 acres site on the south side of Bob Sanders Drive in Frankfort and is identified as having Tax Parcel No. 12-10-02-301-001.000-021, including an

area to the east of said site for parking. The site for the Police Station portion of the Project is located on the north side of State Road 28 West in Frankfort and is identified as having Tax Parcel No. 12-10-09-179-036.000-021.

#### 1.4 Project Budget

The Project will be funded by the City. The City has budgeted \$18,500,000.00 for the costs associated with the construction, furniture, fixtures, equipment, operation and maintenance of this Project, with \$8,500,000.00 of said sum allocated to the Police Station and \$10,000,000.00 allocated to the Aquatic Center. The City anticipates utilizing separate budgets and different combinations of funding with respect to the Police Station portion of the Project and the Aquatic Center portion of the Project. Such combinations may include bond anticipation notes, bonds and/or general fund reserves, or any other designated funds to pay Developer in accordance with the terms of the PPA Agreement. Accordingly, the Developer will be required to allocate all costs of the Project between the Police Station portion and the Aquatic Center portion of the Project when submitting claims for payments. The budgets for each respective portion of the Project must be adhered to.

#### 1.5 Project Schedule

A Procurement and Project Timeline has been included in Section 2.2 of this RFPQ document. The Offeror's ability to meet the Project completion date is critical, due to the City's financing requirements. The Offeror shall review this Procurement and Project Timeline and respond with any proposed changes, as part of its PSOQ. It is critical to the success of the Project that the Offeror allow sufficient time for negotiations, development of a PPA, and approval of the budget by the Frankfort City Council, the Board of Public Works and Safety and the Frankfort Redevelopment Commission, prior to commencement of construction.

#### 1.6 Procurement Method

It is anticipated that the Developer will develop, assist in design, construct, procure FFE, operate, and maintain the Project in return for periodic payments, which payments are likely to include significant milestone payments made by the City during the construction process. While Developer may recommend design changes in its proposal, any design changes will be subject to approval by the City. Offeror and the City shall negotiate a milestone payment schedule, which will be incorporated into the PPA.

#### 1.7 Project Goals

Goals for this project include:

- Provide a high quality, resilient, and efficiently maintainable Police Station and Aquatic Center Facilities;
- Construct Police Station and Aquatic Center Facilities;
- Provide building and site security;
- Achieve facility operational savings through selection and commissioning of efficient building systems;
- Achieve operational efficiency through efficient planning of space; and
- Achieve best value in the construction, furnishing, operation, and maintenance of the facility, taking into account the long-term cost impacts of design, construction, and equipment.

#### 1.8 Procuring Agency

City will be the procuring agency for the Project.

## 1.9 Key Stakeholders

The Project will be led by the City of Frankfort Board of Public Works and Safety with the City's Department of Building Services providing Owner's Representative services. The City of Frankfort Police Department, Chief of Police, Parks Superintendent, and City of Frankfort Parks Department will be the primary stakeholders for this Project.

## 2 Procurement Process

Pursuant to Indiana Code Section 5-23 et seq., the City is authorized to solicit requests for proposals, to conduct discussions with Offerors to clarify their proposals, to have eligible Offerors revise their proposals and to negotiate best and final offers with responsible Offerors who submit proposals that the City determines to be reasonably susceptible of being selected for award of the PPA.

Pursuant to this authority and in accordance with the process described in this RFPQ, the City intends to select a Developer to enter into a PPA with the City. The selection of the Developer will be based on the City's evaluation of the factors and criteria described within this RFPQ.

Following submission of the PSOQs, the City reserves the right to conduct discussions with one or more of the Offerors to clarify their PSOQs and to understand and evaluate them in accordance with the process set forth herein.

The City intends to conduct interviews with certain Offerors during this process and may solicit and negotiate "Revised Proposals". The City will evaluate the original PSOQs or, if applicable, Revised Proposals, based on the criteria described in the RFPQ.

After the best and final offers from responsible Offerors have been reviewed and scored, the City Evaluation Committee shall, if satisfied with an offer, make a recommendation of an Offeror as the City's Developer for the Project. The recommendation shall be made to the Board of Public Works and Safety (the "Board"). The Board, by resolution, may either approve or reject the recommendation. If the recommendation is approved by the Board, such approval shall be conditioned upon approval of the recommendation also by the Common Council and by the Redevelopment Commission. The Board shall entertain the recommendation to enter into a PPA with the Developer at a duly noticed public hearing. Any such notice shall include a statement that the proposal and an explanation of the basis upon which the recommendation is being made are available for public inspection and copying at the principal office of the Board during regular business hours.

Questions regarding this RFPQ must be submitted in writing via email to Owner's Representative: Donald E. Stock, Director of Planning, at [dstock@frankfort-in.gov](mailto:dstock@frankfort-in.gov). The City may, in its sole discretion, respond to submitted questions. All responses to submitted questions will be made available in written format to the Offerors on the City's official website at the following address: [www.frankfort-in.gov](http://www.frankfort-in.gov).

Offerors shall not contact, communicate with, or discuss any matter relating to this RFPQ during the procurement process with any employee or elected official of the City, members of the Evaluation Committee or their advisors, other than the person noted above. No oral interpretation or clarification will be made to any Offeror as to the meaning of the RFPQ or other information furnished by the City with this RFPQ. Any such communication initiated by an Offeror shall be grounds for disqualifying the Offeror from consideration of this Project award.

## 2.1 City's Reserved Rights

The City reserves, at all times in connection with this procurement, all rights available to it under the Act and applicable law, including without limitation, with or without cause and with or without notice, the right to the following: (1) terminate this RFPQ in whole or in part prior to the execution of the PPA Agreement, (2) issue a subsequent RFPQ after the withdrawal of this RFPQ for the Project or any part of the Project, (3) reject any and all PSOQs, (4) terminate, suspend, or elect not to proceed in negotiations with Offeror(s) at any time, and (5) waive any deficiencies, nonconformities, irregularities, and/or apparent clerical mistakes in an PSOQ, all in accordance with the Act. The City also reserves the right to issue written addenda to this RFPQ at any time before the deadline for submission of PSOQ and will post any Addenda on the City's official website. Any Addenda shall constitute a part of this RFPQ and all PSOQs shall be prepared with full consideration of the Addenda. Each Offeror is solely responsible to ensure that it has all Addenda issued by the City. Offerors should monitor the City's official website for information concerning this procurement. The issuance of this RFPQ does not commit or bind the City to enter into a contract or to proceed with the procurement process. Unless otherwise stated herein, the City assumes no obligations, responsibilities, or liabilities to reimburse all or part of the costs incurred by parties responding to this RFPQ, which shall be borne solely and exclusively by each Offeror.

## 2.2 Anticipated Procurement Schedule

RFPQ Issued	September 13, 2021
Deadline for Questions regarding the RFPQ	October 1, 2021
Deadline for City's response to Questions	October 8, 2021
PSOQ Due	October 15, 2021
Negotiation with Responsible Offerors	October 16- October 29, 2021
Evaluation Committee Makes Recommendation of Offeror as its Developer for the Project and Schedules Public Hearing on Recommendation	1st Board Meeting following Agreed upon PPA that meets all applicable notice requirements (currently anticipated to be no later than November 8, 2021)

This schedule is subject to modification at discretion of the City. Offerors will be notified of any change in schedule for the RFPQ by addendum to this RFPQ.

## 2.3 Proposal Contents and Requirements

Each Offeror shall submit its PSOQ in accordance with the above submission format and timing requirements, and submit its Proposal in accordance with the following content requirements:

### 2.3.1 Cover Letter

The PSOQ should be accompanied by a cover letter which should clearly designate the Offeror's preferred contact person and office in charge (name, phone number, email address) for all correspondence through the RFPQ process.

### 2.3.2 Safety Record

Provide Statement of Experience Modification Rate, Injury and illness and Days Away, Restrictions, and Transfer Statistics.

### 2.3.3 Bonding Capacity

Each Offeror shall include documentation from its bonding agent or surety company regarding its bonding capacity. The successful Offeror will be required to provide payment and performance bonds in an amount not less than the entire GMP amount.

### 2.3.4 Certificate of Insurance

The selected Offeror shall maintain the minimum insurance set out in Exhibit A of this RFPQ.

### 2.3.5 MBE, WBE, VBE Participation

Each Offeror shall identify any partner firms that have MBE, WBE, or VBE status. Identification of Offeror's history of contracting and/or good faith efforts to contract with MBE, WBE, and VBE firms should also be included.

### 2.3.6 Project Approach to GMP

The City intends to establish a GMP for this Project at the time of execution of the PPA. The GMP and the PPA contract terms are subject to the approval of the Frankfort City Council and Board of Public Works and Safety. The GMP Proposal will identify the date of substantial completion. The Offeror shall present an Execution Plan within the PSOQ, including the team's approach and timing for establishing a GMP. The Offeror shall include its proposed strategy, if any, for shared cost savings, with a narrative describing how such strategy will provide the City with the lowest total borrowing amount and GMP. Notwithstanding the foregoing, unspent owner allowances or owner contingencies shall be returned to the City in their entirety.

### 2.3.7 Project Schedule

A schedule for anticipated construction commencement and completion dates of the Project shall be included with the PSOQ, including a narrative describing how such schedule shall be developed with the City to meet its scheduling objectives. A detailed construction schedule shall be accepted and agreed to by the City prior to execution of the PPA. This construction schedule is subject to adjustment for excusable delays or force majeure events. The substantial completion date and final completion date listed in this RFPQ, however, are critical to meet the City's financing obligations.

### 2.3.8 Project Experience with Public Private Agreement and GMP

List a minimum of three (3), but no more than five (5) projects within the last five (5) years led by Offeror that are most representative of Offeror's performance in the following areas: (a) development or delivery of a police station and/or Aquatic Center; (b) delivery of a public private partnership; (c) delivery of a public project that included a Guaranteed Maximum Price. The total number of projects submitted by an Offeror shall not exceed five (5) reference projects in the aggregate for all team members. The following details should be provided with each project: Project Name and Location, Owner, Team Members and their roles, Designer, Project Type and Size.

### 2.3.9 Price

This section shall include the Offeror's commitment to develop, construct and operate the Project, along with any assumptions, clarifications and exclusions, at or below a total Project cost of \$18,500,000.00. The proposed price will include all professional service fees, as well as all administrative, additional testing, hard construction costs, utility relocations, site development, preconstruction, staffing, general conditions, construction contingency, P&P bond, insurance, fees, IT/AV/Security, FEE, design and owner contingencies, escalation contingency, reimbursable expenses, and any other costs or fees anticipated as part of delivery of the Project.

The City is willing to consider proposals that take innovative approaches to: (a) energy efficiency and usage; (b) long-term operation, maintenance, and lifecycle replacement of the Project; or (c) other strategies that would improve quality while reducing total Project cost. Offerors should include any information related to the operation, maintenance, or replacement of all or portion of the Project within its PSOQ response.

If an Offeror believes that there are alternative means, methods, materials, or other specifications that would: (a) reasonably be acceptable to the City, given its focus on Project quality and value; and (b) provide a material cost savings to the Project; the Offeror should separately identify those alternatives for evaluation and consideration by the City. Any alternative suggestions will ultimately be evaluated and considered by the City prior to the execution of the PPA.

### 2.3.10 Qualifications

Include in the main narrative of the Proposal a description of the Offeror team's qualifications to perform and complete all of their portion of the services, in accordance with the requirements of the RFPQ Project Documents and plans and specifications, and clearly state which portion of the services are being performed by each Offeror team member.

Provide (3) three references from past projects, including project name and contact information of the owner or owner's representative.

Offerors' responses need not be accompanied by a certified check. However, each Offeror shall provide the City with sufficient financial information necessary to enable the City to evaluate the Offeror's financial strength. Offeror shall include information demonstrating that it has sufficient net worth, financial stability, and capacity to meet the objectives of the Project. Offeror shall include bank references and provide the City with Offeror's legal standing with regard to other projects. Offeror shall provide the City with information regarding the business and risk position of the RFP response.

### 2.3.11 Main Narrative

The PSOQ shall include, at a minimum, within the main narrative, the following sections:

- Understanding of services to be performed: The Offeror shall specifically describe its understanding and approach to the requirements of the services to be performed and deliverables required. The Offeror's main narrative shall explain its proposed methodology for fulfilling the requirements for the term of the PPA.
- Execution Plan: The Offeror shall provide a detailed plan (the "Execution Plan") which describes its proposed staffing plan, a milestone schedule for services, and its methods and approach to organize, administer, and manage the services. The Execution Plan shall outline the Offeror's approach to collaboration with stakeholders, management of milestone Owner approvals, maintenance and communication of Project schedule and budget status, and document and information management. The Execution Plan should also include the Offeror's approach for overcoming any challenges and problems and mitigating risks in order to avoid problems.

### 2.3.12 Non-Collusion Affidavit.

Each Offeror must certify that it has not participated in collusion or other anticompetitive practices in connection with its PSOQ or this procurement process by executing and returning with its PSOQ the Non-Collusion Affidavit in the form attached hereto as Exhibit B.

### 2.3.13 No Default, Breach, or Bankruptcy.

The PSOQ must include an affidavit, in the form attached hereto as Exhibit C, of the Offeror's authorized representative affirming that the Offeror and its affiliates (a) are not involved in any current or pending litigation or legal disputes with any governmental entity; (b) are not in arrears to any governmental entity for any debt or contract; (c) are not a defaulter as surety or other obligation upon any governmental entity; (d) have not failed to perform faithfully in any previous contract with a governmental entity within the last five (5) years; and (e) have not, within the last five (5) years, voluntarily or involuntarily filed for bankruptcy or other similar insolvency proceeding. In the event Offeror cannot affirm representations (a)-(e), it must sufficiently detail the reasons why and provide the City with sufficient detail surrounding the event or proceedings.

### 2.3.14 Interviews

The City, at its sole discretion, may interview any Offeror to confirm its understanding of and approach to delivering the Project. Interviews may be conducted at any time during the Proposal evaluation process. However, the City may require that interviews are not necessary. In the event interview are conducted, information provided during the interview process shall be taken into consideration when evaluating Offerors.

### 2.3.15 Disclosure

The City may refuse to disclose the contents of proposals during discussions with eligible Offerors.

## 2.4 Proposal Evaluations

### 2.4.1 Evaluation Committee

The successful Offeror will be determined by City Evaluation Committee. The Evaluation Committee will consist of the following individuals:

- Donald E. Stock – Director of Building Services
- Megan D. Sheets – Member of Frankfort City Council
- Todd Corrie – Member of Frankfort Redevelopment Commission
- Scott Shoemaker – Chief of Police, Frankfort Police Department
- Bart Kraning – Frankfort Parks Superintendent
- Greg Miller – Member of the Board of Public Works and Safety
- Eric Woods – Member of Frankfort City Council
- Judith E. Sheets – Mayor

The Evaluation Committee reserves the right to meet and confer with one another and the City's advisors for the Project as part of its evaluation and rating process.

### 2.4.2 Evaluation Methodology

City's decision to enter into a PPA with an Offeror will be made on the basis of the best qualified Offeror's qualifications, Project Approach, and ability to deliver City with the best value over the life of the Project.

### 2.4.3 Acceptance of Proposal

Award of a PPA will be made to the most highly qualified Offeror whose overall PSOQ, in City's judgment, best meets the content and other factors of the RFPQ. Accordingly, all Offerors are encouraged to include their most favorable terms and as much information as possible in their PSOQ.

#### 2.4.4 Execution of PPA

The successful Offeror shall enter into a PPA agreement with the City to be fully responsible for constructing and operating the Project on behalf of the City. The City desires that the Developer transfer the Project to the City approximately fourteen (14) months after construction commences. The City further may desire that the Developer operate and maintain the Project for a limited time. However, it is imperative that the Aquatic Center be open to the public by April 30, 2023.

The failure of the successful Offeror to execute the PPA and to supply the required bonds when the PPA is presented for signature, or within such extended period as the City may grant, based upon reasons determined adequate by the City, shall constitute a default, and the City may either award the PPA to the next highest evaluated Offeror or re-procure for Proposals.

#### 2.4.5 Communication

From the date of issuance of this RFPQ until an Offeror is selected by City, the following rules of contact shall apply. These rules are designed to promote a fair and unbiased procurement process. Contact includes face-to-face, telephone, facsimile, electronic-mail (e-mail), other electronic means or formal written communication. The specific rules of contact are as follows:

(a) Each Offeror shall designate one representative responsible for contacts with City, and shall correspond with City regarding the RFPQ only through City's Owner's Representative.

(b) No Offeror or representative thereof through either of their respective employees, agents, or representatives shall have any ex parte communications regarding the RFPQ with the Mayor, any member of the Council, or with any City staff, advisors, contractors, or consultants involved with the procurements, except for communications expressly permitted by the RFPQ or except as approved in advanced by the Owner's Representative in her sole discretion. The foregoing restriction shall not, however, preclude or restrict communications with regard to matters unrelated to the RFPQ or participation in public meetings of the Council, the Board of Public Works and Safety or the Redevelopment Commission. Any Offeror engaging in such prohibited communications may be disqualified at the sole discretion of the City.

## 4 Developer Responsibilities

### 4.1 Environmental

The City has made results of environmental testing available to all Offerors. It will be the Developer's responsibility to advance, obtain, and maintain any additional environmental reports and undertake any necessary remediation of environmental issues, which they may deem necessary. The City is not aware of any environmental issues on either site at this time.

### 4.2 Permitting

It will be the Developer's responsibility to advance, obtain, and maintain all required permits for the Project.

### 4.3 Geotechnical

The City will make available to all Offerors, the geotechnical investigation that it has with respect to both the Police Station and the Aquatic Center portions of the Project. The Aquatic Center will be situated on the site of an existing decommissioned municipal swimming pool facility. The Developer may, at its option, choose to pursue additional geotechnical investigation in connection with the Project.

#### 4.4 Utilities

It will be the Developer's responsibility to coordinate all utility services to the Project site, with the nonfinancial assistance of the City provided as necessary.

#### 4.5 Design

The City will oversee and must approve all aspects of the design for the Project. All drawings and building information models shall be made available to the Developer. All requests for deviations shall be included in the PSOQ documentation.

#### 4.6 Construction

Developer will be responsible for demolition of the existing municipal swimming pool and for the construction and commissioning of both the Police Station and the Aquatic Center portions of the Project.

#### 4.7 FFE Procurement and Installation

Developer will be responsible for selection, procurement, delivery, coordination, and installation of all furniture, fixtures, and equipment for the Project. This will include all IT, A/V, security, signage, environmental graphics, and specialty equipment, unless otherwise noted in the PPA.

#### 4.8 Lifecycle Maintenance

Developer will be responsible during the Operating Period (as hereinafter defined) for lifecycle maintenance, repairs, and capital replacement necessary to sustain the project to the level of operation described in the PPA.

#### 4.9 Handback

Developer will be responsible for ensuring that the Project is returned to the City following the completion of the term of the PPA in the condition specified in the PPA.

#### 4.10 Security

Developer will be responsible for security of the Project until completion and handover of each phase of the Project. At all times, the City will be allowed to provide additional security, if needed.

#### 4.11 Operations and Maintenance; Warranties

Developer will be responsible for performing operations and maintenance for the Project for a minimum of the thirty (30) day period beyond the date of handback (the "Operating Period"), subject to further agreement of the parties during the process of developing the PPA. Developer's builder will also be required to provide a warranty of the construction work for a period of 2 years after handback. Parent guarantees and warranty bonds from the builder may be required to support the builder's obligations with respect to such warranties and work relating to such portions.

Developer's responsibility for performing operations and maintenance during the Operating Period shall be subject to the terms and conditions of the PPA, which shall include, but not be limited to, the following: (a) the City shall have the sole right to direct the work to be performed during the Operating Period; and (b) all work performed during the Operating Period shall be included within the GMP, unless otherwise subject to applicable warranties or otherwise negotiated by the parties.

EXHIBIT A  
INSURANCE REQUIREMENTS FOR DEVELOPER

The final negotiated agreement will contain various insurance provisions. The minimum requirements for limits of liability will be as follows:

- |   |                            |
|---|----------------------------|
| 1. Workers Compensation:  | Statutory Limits           |
| 2. Employer's Liability   |                            |
| (i) Bodily Injury by Accident:  | \$100,000<br>each accident |
| (ii) Bodily Injury by Disease:  | \$500,000<br>policy limit  |
| (iii) Bodily Injury by Disease:   | \$100,000 each<br>employee |
| 3. Commercial General Liability (Occurrence Basis) Bodily injury, personal injury, property damage, contractual liability, products-completed operations. |                            |

NOTE: GENERAL AGGREGATE TO APPLY PER LOCATION/PROJECT

- |  |                                     |
|--|-------------------------------------|
| General Aggregate Limit<br>(other than Products/Completed Operations):   | \$2,000,000                         |
| Products/Completed Operations:   | \$2,000,000                         |
| Personal & Advertising Injury Limit:   |                                     |
| Each Occurrence Limit:   | \$1,000,000                         |
| Damage to Rental Premises:   | \$1,000,000                         |
| Medical Expense Limit (any one person):  | \$ 150,000                          |
|  | \$ 5,000                            |
|  | \$1,000,000                         |
| 4. Comprehensive Auto Liability<br>(single limit)<br>(owned, hired and non-owned)<br>Bodily injury and property damage | each accident                       |
|  | \$5,000,000                         |
| 5. Umbrella Excess Liability   | each<br>occurrence and<br>aggregate |
| The Deductible on the Umbrella Liability shall<br>Not be more than   | \$ 10,000                           |



