



# Little Lake City School District

Where Kids Are #1

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March 22, 2018

## ADDENDUM NO. 1

TO: ALL BIDDERS

OWNER: LITTLE LAKE CITY SCHOOL DISTRICT

PROJECT: LEASE-LEASEBACK SERVICES FOR 2018 PROJECT – LIGHTING, AUDIO-VISUAL, AND EXTERIOR PAINTING WORK

SUBJECT: QUESTIONS AND CLARIFICATIONS

**NOTICE TO BIDDERS:** The following changes, additions and clarifications have been made to the original bid documents for the above referenced project (“Project”) and shall be incorporated into the bidder’s response. The bidder shall acknowledge receipt of this Addendum where provided on the BID FORM. All other aspects of the work and services from the original bid documents shall remain unchanged. In case of conflict between the bid documents and this Addendum, this Addendum shall govern.

**The SCHEDULE OF EVENTS in the Bid Documents on Page No. 5 has been changed as follows:**

## SCHEDULE OF EVENTS

<u>Action</u>	<u>Original Date</u>	<u>Revised Date</u>
Last Day to Submit Prequalification Packages	<del>March 14, 2018</del>	March 30, 2018
Final Prequalification Determinations Made/Released	<del>March 21, 2018</del>	April 5, 2018
Last Day to Submit Questions for Clarification received by the District on or before 3:30 PM	<del>March 22, 2018</del>	April 6, 2018
Final Responses/Addendum Issued by District	<del>March 23, 2018</del>	April 9, 2018
Deadline for Receipt of Proposals submitted on or before 10:00 AM	<del>March 28, 2018</del>	April 13, 2018

Interview of Finalist(s)(as applicable)	<del>April 3, 2018</del>	April 16, 2018
Award for the Projects	<del>April 10, 2018</del>	April 24, 2018

**QUESTIONS AND CLARIFICATIONS**

**Question:** Section 7.2.11 Pricing and Contingency, states that we have 2 pages each for Projects A, B, and C. Please clarify what you are seeking for these pages.

**Clarification:** The District wants the final Guaranteed Maximum Price (GMP) to the maximum extent possible, with line-item pricing for the construction work, and all costs, charges, and fees, including preconstruction services (i.e. encompassing the eight (8) categories above as applicable), based on the plans and specifications made available. Provide additional details as needed for clarifications, rationales, unknowns, etc., and the effect on costs. Proposers should identify any pricing components (i.e. contingencies, etc.) which may be variable and subject to additional negotiation/discussion between the parties.

A breakdown by trade/subcontractor could achieve this. A breakdown as shown in a schedule of values could achieve this. The GMP could be in a similar format to that which the proposer typically has used in its prior lease-leaseback agreements for other projects, as long as it provides the information as required by the addendum and in the categories as required by the RFP. Proposers are encouraged to make the GMP breakdown as thorough and easy to follow as possible.

LLB Entity Fee, General/Special Conditions, Bonds/Insurance, Contingencies, and other costs should be based on the hard cost subtotal for all work at all sites. Refer below for an example of what the District is requesting:

<b>PROJECT C - EXTERIOR PAINTING</b>		
<b>Line #</b>	<b>Line Description</b>	<b>Amount</b>
1	Trade/Subcontractor Fee	
2	Trade/Subcontractor Fee	
3	Trade/Subcontractor Fee	
4	Trade/Subcontractor Fee	
5	Preconstruction Fee	
	<b>Hard Costs - Subtotal</b>	
6	Special Conditions (if applicable)	
7	General Conditions	

	<b>Subtotal</b>	
8	LLB Entity Fee	
9	Bonds and Insurance	
	<b>Subtotal</b>	
10	Contractor's Contingency	
11	District Contingency	
	<b>Subtotal</b>	
	<b>Guaranteed Maximum Price (GMP)</b>	

**Question:** Please provide the duration of the lease. The duration in the Sublease and Site Lease is not listed. This is needed for the bond letter.

**Clarification:** The District intends that the express terms of the Sublease and Site Lease extend beyond on the construction schedule and date for completion. The District has in the past used a term of at least one year beyond the scheduled completion. Proposers are free to suggest alternative terms for the duration of the Sublease and the parties will negotiate and finalize such terms as part of the Lease-Leaseback contract development after selection of the best value contractor.

**Question:** I'm inquiring about the paint portion of this project. Is there any plans or details on exactly what you're requiring to be included?

**Clarification:** We are working with Ziemba+Prieto Architect's. They are in the process of completing the paint specifications that will provide details on what we need included and what is required. Although the specifications will not be able to identify every instance of every situation and we are well aware of this challenge we ask that the specification be the minimum guide for our needs. We anticipate having the specifications available very soon. The District will issue a separate addendum with instruction on how to obtain the specifications once they're available.

**Question:** On the electrical sheet it's counting out mostly ceiling sensors but the job walk we were told that all sensors would be wall sensors. Are ceiling sensors a must and if so, is there a plan that shows locations of these ceiling sensors?

**Clarification:** Sensors will be installed per the electrical sheets and the lighting calculations. Use the information in the electrical sheets for guidance and compliance

**Question:** We noticed the Site Lease, Sublease, and Construction Service contracts are posted in the Current Bids section of the District website below the Request for Proposal (RFP). The contracts have a watermark on them. Are we required to fill them out and submit them with our proposal?

**Clarification:** The Site Lease, Sublease and Construction Service contracts, collectively known as the Contract documents are provided to potential bidders for review. The Contract documents are **NOT** required to be completed and submitted with your proposal. However, if proposers take any exceptions to the District's standard form agreements for Lease-Leaseback services, proposers should detail these issues in their responses to the RFP.

However, as stated in the RFP, Section 9.2.6, "upon selection of a LLB Entity and if the District proceeds to the Construction Phase of an individual Project, the District will endeavor to negotiate a mutually agreeable Lease-Leaseback Contract with that firm. In the event such parties are unable to reach agreement, the District, at its sole discretion, may proceed to negotiate with the next highest ranked Proposer. The District reserves the right to contract for LLB services in the manner that most benefits the District, including, without limitation, awarding more than one contract if desired".

END OF ADDENDUM