



CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT PURCHASING DEPARTMENT

October 29,2021

Addendum No. 04

REQUEST FOR PROPOSAL.: B21/22-03

CLPCCD LEASE LEASEBACK PROJECT DELIVERY SERVICES: BIOLOGICAL SCIENCE COMPLEX - PHASE II PROJECT

To: All Prospective Bidders

This Addendum 04 (Four) is issued to incorporate the following changes, additions or deletions to the RFP (B21/22-03). Any modifications/changes made by this addendum affect only the portions or paragraphs specifically identified herein; all remaining portions of the RFP (B21/22-03) to remain in force. It is the responsibility of all responders to conform to this addendum.

A. ADDITIONS, CHANGES AND/OR CLARIFICATIONS:

Requests for Information (RFI) and Responses:

Question 1: #13 - second bullet of the RFP response, please give more details about what warranty information you are referring to?
We haven't received this question before on a LLB RFQ/P and need more specific details to respond appropriately.

Response: Lease-Leaseback Agreement, **Article 6. Term and Termination:** requires the following staffing be present during the 12 month lease term, "*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. 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 Manager and/or Maintenance Supervisor and assist*



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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.” This period is also called out as the warranty period and the costs associated with this work shall be itemized in the proposal and GMP documents.

Question 2: #13 of the RFP response, please verify that we are to establish our fee percentages based on a total project cost of \$34,478,000 as shown on Exhibit A1 of the RFP.

Response: Correct

Question 3: Although our General Conditions costs will be included in our proposed project fee %, do you require a copy of our General Conditions spreadsheet for the project with the RFP response?

Response: A general conditions spreadsheet is not required, Exhibit E provides a matrix for the application of costs for reference, if the proposal deviates from the matrix please identify.

Question 4: The insurance requirements provided in Exhibit C to the Lease-Leaseback Agreement state that earthquake and flood are required coverages under the Builders Risk. Please confirm that earthquake and flood are required and that this isn't just boilerplate language.

If earthquake and flood are required please let us know if the Public Contract Code 7105 applies.

Response: Per the General Conditions, including coverage for earthquake and flood, as well as other coverage inclusions, are required as part of the Builder's Risk insurance, NOT as separate insurance policies.



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Question 5: We request that builder's risk and earthquake/flood insurance costs (if required) be allowed to be provided as a separate \$ amount on the proposal, rather than as part of the proposal fee %. We believe that this is a more accurate way to capture the true costs of builder's risk insurance.

Response: OK, this is allowed to be listed as a separate line item of the proposal fee.

Question 6: Additionally, we request that we be allowed to requote Builders Risk and Earthquake/flood (if they are required) at time of final GMP so that accurate costs are captured at that future date. The insurance market is fluctuating wildly and may increase or decrease by the time the final GMP is being developed.

Response: Requoting the Builder's Risk insurance for the final GMP is acceptable.

All other terms and conditions remain unchanged.

Michael McClung - Buyer, Purchasing and Warehouse Services
Chabot-Las Positas Community College District