



Lowell Joint School District

A Tradition of Excellence Since 1906

ADDENDUM #1

CUPCCAA BID #202122-02

MARQUEE INSTALLATION Multiple Locations

April 11, 2022

The information contained in this Addendum shall become part of the Bid Documents for the above-mentioned project. Where a discrepancy occurs between the original bid documents and the addendum, the addendum language shall prevail.

Question #1:

Can you please confirm that all power is being provided by the district AND will be stubbed to within 5 FEET of each sign?

District Response:

Power will be provided by the District to within 5 feet of the signs.

Question #2:

The Lowell contracts stipulates the following in yellow. However, there is no way to know (with DSA involved) whether or not we can deliver on 30 days after NTP. Unless this language is re-written, we could not sign a contract with this stipulation. Will the District be flexible with delivery dates given that QSS has no control over DSA timelines – and would they be willing to stipulate such flexibility in writing (I.e. issue a No Cost Change Order stipulating Liquidated Damages will NOT apply)?

The work shall be commenced on or before the seventh (7th) day after receiving District's Notice to Proceed and shall be completed within thirty (30) consecutive calendar days from the date specified in the Notice to Proceed. The initial term of this agreement will be for one year, with four (4) one year renewal periods, at the option of the Board of Trustees, for a total contract term not to exceed 60 months.

5. **Time is of the essence.** If the work is not completed in accordance with Paragraph 4 above, it

is understood that District will suffer damage. It being impractical and infeasible to determine the amount of actual damage, in accordance with Government Code Section 53069.85, it is agreed that CONTRACTOR shall pay to District as fixed and liquidated damages, and not as a penalty, the sum of two hundred dollars (\$350.00) for each calendar day of delay until work is completed and accepted. Time extensions may be granted by District as provided in Article 63 of the General Conditions. Liquidated damages shall be imposed as set forth in Article 63 of the General Conditions.

District Response:

Given the uncertainty in timing for DSA approval, the District will remove language from the contract related to schedule and will not hold CONTRACTOR to liquidated damages resulting from delays in DSA approval.

Question #3:

Can you please provide (or tell whether will be provided after bid award) geotechnical reports, site utilities locations, hazmat (asbestos/lead paint) reports?

District Response:

Yes. Geotechnical reports, utility locations, hazmat (asbestos/lead paint) reports will be provided upon request after the bid is awarded.

Question #4:

Will as-built digital plans of the four school sites be available or will we be responsible for generating base plans of the existing school buildings/site from scratch?

District Response:

As-built plans (physical or digital) will be provided upon request after the bid is awarded.

Question #5:

Do we need subcontractors covering all 5 licenses displayed on ad?

District Response:

The trades subcontracted must have the required license.