

ADDENDUM #5

BETHEL COURTHOUSE LEASE PROJECT #BET-L-18-0003

Date: March 19, 2018

To All Plan Holders:

The following changes, additions, clarifications, and/or deletions are hereby made a part of the Contract Documents for the above noted project, fully and completely as if the same were fully contained therein. All other terms, conditions, and specifications of the original Request for Proposals remain unchanged.

This amendment must be acknowledged in the space provided on PART VI Proposal Submittal Information and Certification form.

The Submittal Date and Time is **UNCHANGED** from the date provided in Addendum #4: April 2, 2018 at 2:00 p.m AST.

Addendum Text: Four (4) pages

CHANGES TO REQUEST FOR PROPOSALS:

1. **REQUEST FOR PROPOSALS, PART 1 - Solicitation:**

A. **Lease Commencement: DELETE:**

*~~"**Ready for Occupancy Date:** Provide a facility Ready for Occupancy no later than October 1, 2019"~~*

and **REPLACE** with the following:

*"No **earlier** than October 1, 2019 and no **later** than October 1, 2020."*

2. **SECTION B – RFP DELIVERABLES, EVALUATION CRITERIA, AND SELECTION PROCESS**

A. **PART I – SELECTION PROCESS, Paragraph A:**

1. **REVISE** second sentence of first paragraph to read as follows:

"Each Proposer's proposal will be reviewed to establish a minimal threshold of compliance with the requirements of this RFP."

2. **ADD** a final paragraph after subparagraph e. to read as follows:

***"NOTE:** Throughout the RFP, the term "Required" or "Requirement" is used. Where this term is used, it is intended to convey to the Proposers that to achieve the highest rating by the evaluation committee, this requirement must be incorporated into the proposal. If one or more requirements are not met, then the Proposal will be scored lower as is determined appropriate.*

***CODE REQUIREMENTS:** Where the requirement refers to a code compliance issue, the penalty for omitting this requirement is substantial, and if eventually awarded the contract, the Proposer must incorporate this code requirement into the leased premises prior to occupancy."*

BETHEL COURTHOUSE LEASE RFP
ADDENDUM #5

- B. **PART IV – TECHNICAL CRITERIA 4: Paragraph C: ADD** the following text at the end of the paragraph after the last preferred element

“6th: General: Other features which the ACS considers advantageous to its lease: *Although not specifically identified in Appendix C Space Programming Sheets, Section C Technical Lease Requirements, or other RFP documents, there are many other factors, elements and conditions, which would enhance the ACS’s occupancy. Some examples of what these factors could include are: Additional minor amenities such as an abundance of natural daylight, upgraded construction or finishes, or added headbolt heaters; a change in the general lease conditions that would be considered a benefit to the tenant, a size increase in the spaces required for this lease, or more efficient circulation paths; or availability of adjacent space that could accommodate other justice related agencies.”*

- C. **PART IV – TECHNICAL CRITERIA 7: DELETE** “...Ready for Occupancy not later than October 1, 2019” and **REPLACE** with the following:

“...Ready for Occupancy **no earlier** than October 1, 2019 and **no later** than October 1, 2020.”

3. **SECTION C – SUPPLEMENTARY LEASE CONDITIONS:**

- A. At the end of the section, **ADD** Subparagraph 2.A as follows:

- A CPI (Consumer Price Index) ADJUSTMENTS:** *Adjustment(s) to the Base Monthly Rate after the initial five (5) years of the lease, and annually thereafter, shall be made to reflect changes in the Landlord’s variable costs such as operational costs other than debt service and profit; "variable costs" are defined as thirty-five percent (35%) of the base monthly lease rate. The base monthly lease rate will be adjusted in accordance with the percentage change in the U.S. Department of Labor Consumer Price Index (CPI-W), for the Urban Wage Earners and Clerical Workers, All Items, Anchorage area, issued every six months.*

*The percentage change in CPI-W means the percentage difference between the Base Year CPI-W in effect during the 1st (January through June) **OR** 2nd (July through December) half of the year in which lease commenced and the CPI-W in effect for same half year for the calendar year just completed. Annually for each year of the extension period(s), the percentage of change from the base monthly rate will be determined by the percentage difference between the Base CPI-W and the CPI-W in effect for the same half and in the Calendar Year just completed. This adjustment may result in either an increase or a decrease depending on the actual CPI-W in effect at the time of the adjustment.*

EXAMPLE: *The lease commenced on 8/3/04 and had a term of 5 years. Therefore the base monthly rate of \$1,500.00 shall be adjusted and effective on 8/4/09. The Base Year CPI-W is the 2nd half (Jul-Dec) of 2004 and was 135.5, the CPI-W in effect the 2nd half of 2008 was 146.6, and the percent of change was 8.19%.*

The formula is expressed as:

$$[(35\% \times \text{base monthly rate}) \times \% \text{ change in CPI-W}] + \text{Base Monthly Lease Rate} = \text{Adjusted Base Monthly Rate.}$$

See table format below:

**BETHEL COURTHOUSE LEASE RFP
ADDENDUM #5**

135.5	Base Year CPI-W for 2 nd half of 2004
146.6	CPI-2 for 2nd half of 2008
11.1	Amount of Increase over Base Year
146.6 / 135.5	
= 8.19%	Percent Change in CPI-W Over Base Year
\$1,500.00	Base Rate 8/3/04 (At Lease Commencement)
X 35%	% of Rent to increase by CPI
= \$ 525.00	Variable Costs (Base Rent x % of Rent to increase by CPI)
\$525.00	Variable Costs
X 8.19%	Percent Change in CPI-W Over Base Year
= \$ 42.99	Amount of change for Current Year (Variable Costs x % Change)
\$42.99	Amount of change for Current Year
+ \$1500.00	Previous Base Rate
\$1,542.99	Adjusted Base Monthly Rate effective 8/4/2009

4. SECTION C – TECHNICAL LEASE REQUIREMENTS:

- A. **Paragraph 17D: DELETE** this paragraph, including subparagraphs 1) and 2), and **REPLACE** with the following paragraph:

D. **Customer Service Counters:** Provide two (2) countertops – one at each relite specified for the Customer Service Counter Lobby area in Paragraph 22 WINDOWS. Under 60"W relite provide a countertop at least 66"W installed at 42"H, and under the 30"W relite provide a countertop at least 36"W installed at 30"H. Both countertops shall be a total of 36" deep – the 66" long countertop shall extend 12" towards the Customer side with 24" of depth towards the Clerk's Office side; the 36" long countertop shall be the opposite. Provide cash drawer with lock on Clerk's Office side 66" long countertop. The 36" long countertop must be ADA compliant in all respects.

- 1) **Ballistic Shielding:** On the Clerk's Office side of both countertops - provide ballistic shielding in wall from floor to countertop height for full length of countertop, as well as on underside of countertops. Ballistic shielding shall be Level 3 Resistant, of sufficient thickness to stop a 44-magnum handgun, but not less than 7/16" thick.

- B. **Paragraph 22: REVISE** second sentence as follows:

"Windows shall be low maintenance type and of double paned construction, with sealed insulated glass panels, and frame materials as appropriate for the Alaskan climate."

- C. **Paragraph 22B.2) & 3): REVISE** paragraphs 2) and 3) as follows:

- 2) "It is **PREFERRED** that Jury Assembly and the Public Lobby must have at least one (1) non-operable window.
- 3) Jury Deliberation Rooms must have at least one (1) non-operable window. It is **PREFERRED** that the window be high enough on the wall to block visibility into the room by pedestrians and vehicles. If the position of the window allows visibility into the room by pedestrians, vehicles or from other structures, window must have a reflective glazing or film to block interior of room from view."

BETHEL COURTHOUSE LEASE RFP
ADDENDUM #5

- D. **Paragraph 22C.1): DELETE** paragraph 22C.1 and it's subparagraphs i. and ii. **And REPLACE** with the following paragraph

- 1) Customer Service Counter Lobby (Appendix C): Provide (2) fixed laminated glass relites with hollow metal frames in the wall between Customer Service Counter Lobby and Clerk's Office above the countertops specified in Paragraph 17D. Both relites shall have a gap of 6" between countertop and the bottom of the laminated glass and between the frame header and the top of the laminated glass. Relite frames should extend to approximately 7'AFF. Provide a speaking hole centered in each window approximately 4" in diameter. The relite set on top of the 66"W x 42"H countertop shall be at least 60"W, and the relite set on top of the 36"W x 30"H countertop shall be at least 30"W. Center both relites in the counter length.

5. **APPENDIX C – SPACE PROGRAMMING SHEETS:**

- A. **Sheet C.2 REVISED PUBLIC LOBBY/JURY ASSEMBLY:** At Exterior Windows: **REVISE** to read: "**Preferred:** (1) 5'-0"W x 4'-0"H"

- B. **Sheet C.5 REVISED CUSTOMER SERVICE COUNTER LOBBY:**

- a) At EXTERIOR WINDOWS: **REVISE** to read: "None Required"
- b) At INTERIOR RELITES: **DELETE** text and **REPLACE** with the following:
- "Above Customer Service Counters:** Provide (2) fixed laminated glass relites with HM frames. One (1) relite shall be a minimum of 66"W x approx. 42"H, and one (1) shall be a minimum of 36"W x 54"H. Refer to Technical Lease Requirements, Paragraph 22C for details."
- c) At CASEWORK: **DELETE** text and **REPLACE** with the following:
- "Customer Service Countertops:** Under 5'W relite: (1) 66"L x 36"D countertop installed at 42"AFF and under 30"W relite (1) min. 36"L x 36"D installed at 30"AFF. Ref. Technical Lease Requirements Paragraph 17D for exact placement of countertops. Ref. C.9 Clerk's Office for ballistic shielding on underside of counter. Provide Cash Drawer on Clerk's office side. 36" long countertop must be ADA Compliant."

- C. **Sheet C.8 SUPERIOR COURT JURY DELIBERATION SUITE:**

- a) At EXTERIOR WINDOWS: **DELETE** text and **REPLACE** with the following:
- "(1) 5'W x 4'H non-operable window. It is **Preferred²** that the window be high enough to block visibility into the room by pedestrians and vehicles; If the position of the window allows any visibility into the room, reflective glazing is required (Ref. Technical Lease Requirements Section C; Paragraph 22B Windows)."

END OF ADDENDUM #5