



**General Notes and Clarifications
Lafayette Parish School Board
14 November 2016**

These General Notes and Clarifications are an integral and inseparable part of Satellite Shelter's response to the RFP# 19-17 for temporary classrooms for the Lafayette Parish School Board at Scott Middle School, and are hereby made a part of and shall be incorporated into the form of agreement between the parties to govern any conflicts.

Exclusions, Specifications, Assumptions

The pricing quoted herein is contingent upon the attached plans, specifications and the Delineation of Responsibility (DOR). Pricing does not include sales taxes, permits (except transport), fees by Central Auction House, builder's risk insurance, property insurance, janitorial maintenance during lease term, any site preparation or restoration, utilities (supply/connect/disconnect), fire alarms or sprinklers, or any item not shown on the specs or DOR as included.

Our bid is also predicated existing utilities are presumed to be adequate to support the modular buildings. Final design for submission to LA Fire Marshal shall be contingent upon receipt of soil reports, water pressure reports, site surveys, etc. Any changes necessary in building layout, design or foundation, as a result of these post bid reports shall be handled as an additive change order to the contract. Architect of Record for final plans is by Lafayette Parish School Board (LPSB).

Notwithstanding anything to the contrary, the Professional or Architect of Record, procured by STPSB, for the project must submit the fees, plans and specifications to the LA Fire Marshal in order to obtain the seals, and also the building permits (including the final Certificate of Occupancy). Satellite will assist in obtaining permit by supplying the detailed building drawings, but submissions, all site plans and other required documentation must come from, and be submitted by STPSB and its Architect of Record.

Contract, Insurance

Notwithstanding anything to the contrary, for the rental option, the form of agreement covering the lease term shall be an industry standard Lease Agreement which shall have mutually agreeable terms and conditions (sample enclosed). Subject to 1.22 of the RFP, Satellite reserves right of review and negotiation of any school system contract terms.

LPSB to provide evidence of funding/financing for the project. Payment to Satellite, shall be no longer than N30, and is not to be contingent upon payment from outside sources.

Lease stream to start upon occupancy, or Substantial Completion of our work, whichever is first and shall not be unreasonably delayed due to work to be performed by LPSB. Rental terms shown are minimum terms of 12-months with payout in the event of any early termination. Rents are not subject to any retainage. Non-reoccurring charges for decks, steps and ramps invoiced 100% at time of completion.

All risk of loss including fire, flood, windstorm, vandalism, etc., and all damage to the modular complexes during rental term is by LPSB. Property coverage on the modular buildings, for the full insurable value, during the term of the lease is by LPSB. Buildings will be inspected at time of occupancy for condition, and again at time of tear down. All new damage over condition delivered, and the normal wear and tear is by LPSB.

A separate OCP policy will be provided to satisfy requirements of 1.27 hold harmless Owner protective coverage.

Start and Completion Dates

Notwithstanding anything to the contrary, the contract Start Date shall be upon receipt of an executed lease agreement or contract. Final schedule contingent on time of approval of drawings, after the approval by LA Fire Marshal.

Notwithstanding anything to the contrary, Satellite is not responsible for any delays or damages beyond its control including delays caused by site preparation or utility delays by others, strikes or union activity, fire, flood, acts of God, weather delays during delivery or installation, delays by regulatory or permit authorities, delays by LPSB, or any employed by them, or any cause of delay beyond the reasonable control of Satellite. In no event shall Satellite be responsible for any consequential, incidental, special or economic damages.

Concealed Conditions, Soil Bearing and Accessibility

Notwithstanding anything to the contrary, if concealed or environmental conditions are encountered, there shall be an equitable adjustment made to the contract sum and schedule by way of a written change order. The soil bearing capacity shall be at least 2,500 PSF on a site that is clear, level (1' in 70'), truck accessible, with adequate staging and clear of obstructions both above and below ground, at time of installation, and again upon removal of the buildings. Our pricing was based on normal soils. Site restoration by LPSB.